



City Council Chambers, 311 Vernon Street

roseville.ca.us

The City of Roseville welcomes your participation.

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

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

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

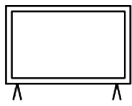
Levine Act Provisions: If you've made a campaign contribution totaling more than \$500 (\$250 prior to January 1, 2025) to City Council Members in the last twelve (12) months, you must disclose it before addressing an item on the agenda. Please visit Levine Act – City of Roseville for updated forms and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

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

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

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

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

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

AGENDA

City Council Regular Meeting

October 15, 2025

6:00 PM

City Council Chambers, 311 Vernon Street

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MEETING PROCEDURES

V. PUBLIC COMMENTS

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

VI. CONSENT CALENDAR

1. Sun Rose Permanent Supportive Housing - First Amended and Restated Regulatory Agreement (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends approval of an amended and restated regulatory agreement between the City and Advocates for Mentally Ill Housing, Inc. for the Sun Rose Permanent Supportive Housing project (Sun Rose Apartments), which is a State of California Homekey (Homekey) project and includes 82 studio units for households coming directly from homelessness. The amended agreement includes minor revisions to align with updated Homekey program guidelines. No General Fund resources will be used for this project.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-323 approving a First Amended and Restated Regulatory Agreement, by and between the City of Roseville and Advocates for Mentally Ill Housing, Inc., and authorizing the City Manager to execute it and any other related documents on behalf of the City of Roseville.

2. Grants Advisory Commission - Policy Manual Updates (CITY MANAGER DEPARTMENT - ASSISTANT CITY MANAGER)

Summary: Staff recommends approval of updates to the Citizens' Benefit Fund Policy Manual, which are being recommended by the Grants Advisory Commission. The primary focus of these revisions is to clarify the handling of City Projects, particularly regarding grant funding requests from non-profits for modifications or construction on City-owned property and facilities. The recommended updates to the policy manual have no fiscal impact on the General Fund.

CONTACT: Tobi Thomas 916-746-1368 tthomas@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-322 approving revisions to the Citizens' Benefit Fund Policy Manual.

3. Shared Services Assessment (RFP 04-032) - Professional Services Agreement (CITY MANAGER DEPARTMENT - ASSISTANT CITY MANAGER)

Summary: Staff recommends approval of a professional services agreement with Raftelis in the amount of \$174,250 to conduct a Shared Services Assessment. Raftelis will perform a comprehensive review of functions that span multiple City departments, which can be delivered through a centralized, decentralized, or hybrid structure, in order to identify potential opportunities to strengthen organizational structure, enhance service delivery, and ensure long-term sustainability. Funding is included in the General Fund budget.

CONTACT: Tobi Thomas 916-746-1368 tthomas@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-328 approving a 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.

4. Vernon Street/Atlantic Street Multimodal Safety Improvement Project - Award of Contract and Budget Adjustment (PUBLIC WORKS DEPARTMENT - ENGINEERING - CITY PROJECT'S)

Summary: Staff recommends approval of a construction agreement with Martin Brothers Construction in the amount of \$1,948,279 for the construction of the Vernon Street/Atlantic Street Multimodal Safety Improvement Project, and approval of a budget adjustment to fully fund the construction in the amount of \$1,650,000 from the Highway Users Tax Fund. The project will include intersection improvements at Vernon Street/Atlantic Street and Folsom Road to improve traffic circulation and improve accessibility for bicyclists and pedestrians. Project features include construction of enhanced pedestrian crosswalks, landscaped median, pavement rehabilitation, and lane reductions. Work is expected to begin in late fall 2025 and be completed by summer 2026. This project is also supported by funding previously appropriated from the Local Transportation Fund, a Highway Safety Improvement Program Grant, and the General Fund.

CONTACT: Karen Vences 916-774-5412 kavences@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-321 approving an agreement, by and between the City of Roseville and Martin Brothers Construction, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Ordinance No. 6999 authorizing certain amendments to the Fiscal Year 2025-26 Budget and declaring this ordinance to be immediately effective as an appropriation measure.

5. Council Chambers Renovation Project - Budget Adjustment (PUBLIC WORKS DEPARTMENT - FACILITIES)

Summary: Staff recommends approval of a budget adjustment of \$873,457 to consolidate the remaining funds from the Council Chambers Conference Room Design and Construction Project into the Council Chambers Renovation Project, for a revised project total budget of \$2,873,457. Funding for the project is from the Public Facilities Fund and the Cable TV Public, Educational, and Governmental (PEG) Fund. No General Fund resources are being used for the project.

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

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7002 authorizing certain amendments to the Fiscal Year 2025-26 Budget and declaring this ordinance to be immediately effective as an appropriation measure.

6. Creekview Ranch Lift Station Infrastructure Improvements - Dedicating Sewer Easement Across City Property to Placer County (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of a Grant of Easement dedicating a public sewer easement to Placer County as described in its attached exhibits A & B. Placer County has requested that the City dedicate a sewer easement along the westerly boundary of the Dry Creek Wastewater Treatment Plant (DCWWTP) where a segment of the Creekview Ranch Lift Station sewer mains encroach into City-owned property. These actions have no fiscal impact to the City's General Fund.

CONTACT: Ed Winston 916-774-5432 ewinston@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-327 approving a Grant of a Public Sewer Easement, by the City of Roseville to Placer County, authorizing the City Manager to execute it, and authorizing the City Clerk to record it on behalf of the City of Roseville.

7. Sierra Vista Village KT21A-1 - Notice of Completion (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Notice of Completion for the Sierra Vista Village KT21A-1. The Engineering Division has made a 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.

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-319 accepting the public work known as Sierra Vista Village KT21A1 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.

8. Sierra Vista Village KT21A-2 - Notice of Completion (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Notice of Completion for the Sierra Vista Village KT21A-2. The Engineering Division has made a 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.

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-318 accepting the public work known as Sierra Vista Village KT21A-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.

9. Sierra Vista Village KT21B-2 - Notice of Completion (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Notice of Completion for the Sierra Vista Village KT21B-2. The Engineering Division has made a 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.

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-316 accepting the public work known as Sierra Vista Village KT21B-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.

10. Sierra Vista Village KT21B-1 - Notice of Completion (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Notice of Completion for the Sierra Vista Village KT21B-1. The Engineering Division has made a 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.

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No 25-317 accepting the public work known as Sierra Vista Village KT21B-1 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.

11. Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project (RFP # 08-149) – Award of Design-Assist Construction Agreement and Budget Adjustment (ENVIRONMENTAL UTILITIES DEPARTMENT - TECHNICAL SERVICES)

Summary: This item requests approval and award of a Design-Assist Construction Agreement with Myers & Sons Construction, LLC, Inc. for the Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project in the amount of \$10,376,850 and authorization for the City Manager or his designee to approve and pay for contract change orders that could increase the contract amount by no more than 10 percent (\$1,037,685). This item also requests approval of construction plans and specifications and a budget adjustment consisting of a \$4,000,000 transfer from available funds in the Water Operations Fund to the Water Rehabilitation Fund and an appropriation of \$3,717,030 in the Water Rehabilitation Fund to increase the project budget.

CONTACT: Inderpreet Chaggar 916-774-5553 ikchaggar@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve the project's construction plans and specifications; and

b. Adopt Resolution No. 25-325 approving a Design-Assist Construction Agreement, by and between Myers & Sons Construction, LLC, and the City of Roseville, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

c. Adopt Ordinance No. 7001 of the Council of the City of Roseville authorizing certain amendments to the Fiscal Year 2025-26 Budget and declaring this ordinance to be immediately effective as an appropriation measure.

12. Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project (RFP # 08-162) – Professional Services Agreement (ENVIRONMENTAL UTILITIES DEPARTMENT - TECHNICAL SERVICES)

Summary: This item requests approval of a professional services agreement for construction management services with West Yost & Associates, Inc. in the amount of \$1,009,766 for the Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project. Funding is available in the project budget in the Water Rehabilitation Fund.

CONTACT: Inderpreet Chaggar 916-774-5553 ikchaggar@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-326 approving a Professional Services Agreement, by and between the City of Roseville and West Yost & Associates, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

13. Pleasant Grove Wastewater Treatment Plant Maintenance, Administration, and Shop Building Project – Professional Design Services Agreement Amendment and Budget Adjustment (ENVIRONMENTAL UTILITIES DEPARTMENT - TECHNICAL SERVICES)

Summary: This item requests approval of budget adjustment for the Pleasant Grove Wastewater Treatment Plant Maintenance, Administration, and Shop Building Project (Project). The budget adjustment consists of \$3,000,000 to be appropriated from available funds in the Water Operations Fund and Waste Services Operations Fund to increase the Project budget. This budget amendment, added to the existing project budget of \$1,100,000 previously approved by the South Placer Wastewater Agency (SPWA) will provide a total Project budget of \$4,100,000. This item also requests approval to authorize Amendment 1 to the Professional Design Services Agreement with 19six Architects, Inc. to add \$43,594 to complete the design services for the Project.

CONTACT: Inderpreet Chaggar 916-774-5553 ikchaggar@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-320 approving a First Amendment to Professional Design Services Agreement, by and between the City of Roseville and 19Six Architects, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Ordinance No. 6998 of the Council of the City of Roseville authorizing certain amendments to the Fiscal Year 2025-26 Budget and declaring this ordinance to be immediately effective as an appropriation measure.

14. Dry Creek Wastewater Treatment Plant Vactor Washout Station Project – Budget Adjustment (ENVIRONMENTAL UTILITIES DEPARTMENT - TECHNICAL SERVICES)

Summary: This item requests approval of a \$555,000 budget adjustment for construction of the Dry Creek Wastewater Treatment Plant Vactor Washout Station Project. The source of funding

for this agreement is from available funds in the Wastewater Rehabilitation Fund and Water Rehabilitation Fund. The split between the two funds for this request is as follows:

1. Wastewater Rehabilitation Fund: \$370,000
2. Water Rehabilitation Fund: \$185,000

This budget adjustment will bring the current project budget of \$365,000 to a new total project cost of \$920,000.

CONTACT: Rana Moore 916-774-5581 rcmoore@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7000 of the Council of the City of Roseville authorizing certain amendments to the Fiscal Year 2025-26 Budget and declaring this ordinance to be immediately effective as an appropriation measure.

15. 2024 Power Source Disclosure and Power Content Label (ELECTRIC DEPARTMENT - RESOURCE PLANNING & GENERATION)

Summary: Staff recommends approval of the 2024 Power Source Disclosure Reports and 2024 Power Content Labels. Senate Bill 1305 requires California electricity suppliers to disclose the sources of their power through Power Source Disclosure Reports. These reports are used to create annual Power Content Labels, which must be posted on suppliers' websites and shared with customers. There is no fiscal impact associated with the approval of the 2024 Power Source Disclosure Reports and 2024 Power Content Labels.

CONTACT: Melissa Seghezzi 916-774-5652 maseghezzi@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-324 approving the 2024 Annual Power Source Disclosure Reports and the 2024 Power Content Labels, and attesting to the veracity of the Annual Reports.

16. RPEAK Evaporative Cooling Construction and Installation Services - Contract Purchase Agreement and Budget Adjustment (ELECTRIC DEPARTMENT - ENGINEERING)

Summary: Staff recommends City Council adopt a resolution authorizing the City Manager to execute a Contract Purchase Agreement (CPA) with Performance Mechanical Incorporated (PMI) for Evaporative Cooling Systems Construction and Installation services at the Roseville Peaking Plant (RPEAK) in the amount of \$716,114, grant the City Manager, or a designee, the authority to authorize change orders up to 10% of the overall contract cost with a total cost not to exceed \$787,725 for unforeseen change orders, and approve a budget adjustment in the amount of \$2,750,000 for the project from available resources in the Electric Fund.

CONTACT: Michael Zasso 916-746-1665 mzasso@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-331 approving a Contract Purchase Agreement, by and between the City of Roseville and Performance Mechanical, Inc. and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Ordinance No. 7003 of the Council of the City of Roseville authorizing certain amendments to the Fiscal Year 2025-26 Budget and declaring this ordinance to be immediately effective as an appropriation measure.

17. Second Reading - Water Rate Assistance Program - Roseville Municipal Code Amendment (ENVIRONMENTAL UTILITIES DEPARTMENT - WATER)

Summary: Staff recommends the City Council approve an ordinance for second reading adding Section 14.08.215 to Chapter 14.08 of the Roseville Municipal Code.

CONTACT: Noelle Mattock 916-774-5504 ncmattock@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7004 adding Section 14.08.215 to Chapter 14.08 of Title 14 of the Roseville Municipal Code regarding Water Rate Assistance Program.

18. Second Reading - Campaign Finance Disclosure - Roseville Municipal Code Amendment (CITY CLERK DEPARTMENT)

Summary: Staff recommends the City Council approve an ordinance for second reading amending Section 2.60.040 of Chapter 2.60 of Title 2 of the Roseville Municipal Code regarding Campaign Finance Disclosure to align with the Fair Political Practices Commission's semi-annual filing dates and to establish clear election cycle dates for all future Roseville General Municipal Elections.

CONTACT: Carmen Avalos 916-774-5269 cavalos@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7005 amending Section 2.60.040 of Chapter 2.60 of Title 2 of the Roseville Municipal Code regarding Campaign Finance Disclosure.

19. Second Reading - Zoning and Subdivision Tolling Provisions - Roseville Municipal Code Amendments (DEVELOPMENT SERVICES - PLANNING)

Summary: Staff recommends City Council approve an ordinance for second reading amending Section 18.06.230 of Chapter 18.06 of Title 18 of the Roseville Municipal Code regarding Time Period of Approvals and adding Section 19.76.140 to Chapter 19.76 of the Roseville Municipal Code to add new Section 19.76.140 regarding Tolling Provisions.

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

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7006 amending Section 18.06.230 of Chapter 18.06 of Title 18 of the Roseville Municipal Code regarding Time Period of Approvals and adding Section 19.76.140 to Chapter 19.76 of the Roseville Municipal Code to add new Section 19.76.140 regarding Tolling Provisions

20. Proclamation - Cybersecurity Awareness Month October 2025

Summary: Proclaim October 2025 as Cybersecurity Awareness Month in Roseville and officially support the National Cybersecurity Awareness Month, 'Secure our World', and the National Public Awareness Campaign, 'Stop. Think. Connect.™', and call upon all employees, residents and visitors of Roseville to become educated about cybersecurity and put that knowledge into practice to keep our connected community safe from cyber threats.

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

21. Out-of-Country Travel — Greater Sacramento Economic Council, Germany Market Visit (ECONOMIC DEVELOPMENT DEPARTMENT)

Summary: Staff recommends approving an out-of-country travel request for the Mayor, Economic Development Director and Electric Utility Chief Operating Officer to attend a regional delegation to Germany to conduct an industry market visit, led by the Greater Sacramento Economic Council (GSEC). This travel is to leverage opportunities from the Robert Bosch Semiconductor LLC's (Bosch) expansion in Roseville and is intended to build connectivity between Greater Sacramento and Germany to drive additional investment and jobs into our community. The cost of travel, airfare, lodging, and per diem are estimated to be \$6,000 per attendee, for a total of \$18,000. There are sufficient funds available in the FY2025-26 General Fund and Electric Fund to cover this cost.

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

The City Council will consider the recommendation to:

a. Approve an out-of-country travel request for the Mayor, Economic Development Director and Electric Utility Chief Operating Officer to attend a regional delegation to Germany to conduct an industry market visit, led by the Greater Sacramento Economic Council (GSEC).

22. Minutes of Prior Meetings (CITY CLERK DEPARTMENT)

Summary: Staff recommends approval of the minutes of the October 1, 2025 City Council Closed Session Meeting and the October 1, 2025 City Council Meeting.

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

The City Council will consider the recommendation to:

a. Approve the minutes of the October 1, 2025 City Council Closed Session Meeting and the October 1, 2025 City Council Meeting.

END OF CONSENT CALENDAR

VII. PRESENTATIONS/REPORTS

23. Council Discretionary Funds - Latino Leadership Council (CITY MANAGER DEPARTMENT - CITY MANAGER)

Summary: Staff recommends Council consider providing sponsorship to Latino Leadership Council, Inc. from Council Discretionary Funds. The Latino Leadership Council is requesting \$3,000 for the 2nd annual Dia De Los Muertos event on November 1st and November 2nd in Roseville. This event is free to the public, with celebrations on November 1st at Denio's Farmers Market from 11:00a.m.-3:00p.m. and on November 2nd at Vernon Street Town Square from 1:00p.m.-6:00p.m. Last year, the City Council awarded the Latino Leadership Council \$500 for this event. The balance in the Council Discretionary Funds for FY2025-26 is \$20,821.

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

The City Council will consider the recommendation to:

a. Consider providing sponsorship to Latino Leadership Council, Inc. from Council Discretionary Funds for \$3,000 for the 2nd annual Dia De Los Muertos event on November 1st and November 2nd in Roseville.

24. Renewable Energy Credits Power Purchase Agreement (ELECTRIC DEPARTMENT - RESOURCE PLANNING & GENERATION)

Summary: Staff recommends approval to execute a 15-year Power Purchase Agreement (PPA) for renewable energy credits with Desert Breeze Solar, LLC. The annual cost of the PPA is approximately \$1.5 million. Funding for the PPA will be included in the Electric Department's future budgets in the Electric Fund, and contingent on the City Council's approval.

CONTACT: William Forsythe 916-774-5619 wforsythe@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-332 approving a Power Purchase Agreement, by and between the City of Roseville and Desert Breeze Solar, LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

25. Commercial Corridors Incentive Programs Implementation (ECONOMIC DEVELOPMENT DEPARTMENT)

Summary: Staff recommends approval of a Commercial Corridors Development Impact Fee Credit Program and a Commercial Corridors Façade and Frontage Improvement Rebate Program to incentivize investment and development along the corridors. Commercial Corridors include Douglas-Harding, Douglas-Sunrise, and Atlantic Street. Funding for the programs will come from remaining resources in the Corridor Planning Project in the General Fund, which has a remaining balance of approximately \$1.01 million.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-333 approving the Commercial Corridors Development Impact Fee Credit Program; and

b. Adopt Resolution No. 25-334 approving the Commercial Corridors Facade and Frontage Improvement Rebate Program.

26. Amoruso Ranch Community Facilities District No. 1 (Public Facilities), Improvement Area No. 2 Bond Issuance (FINANCE DEPARTMENT)

Summary: Amoruso Ranch CFD 1 (Public Facilities) was formed in June 2023, and Improvement Area No. 2 was annexed into the district in March 2025 by unanimous consent of the owner. The bonds are being issued at the developer's request for an amount not to exceed \$10,500,000. The CFD will generate special taxes that will be paid by property owners, sufficient to cover the costs of debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for the maintenance/replacement of constructed facilities. The issuance of these bonds will not impact the City's General Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-330 authorizing the issuance of Special Tax Bonds for and on behalf of Improvement Area No. 2 of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities), approving and directing the execution of a Fiscal Agent Agreement and Bond Purchase Agreement, approving the Form of Preliminary Official Statement, approving sale of such bonds, and approving other related documents and actions.

VIII. PUBLIC HEARINGS

NOTICE TO THE PUBLIC: Public Hearing Process

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

1. Open the Public Hearing
2. Presentation by staff
3. Presentation by applicant or appellant
4. Accept public testimony
5. Appellant or applicant rebuttal period
6. Close the Public Hearing
7. City Council comments and questions
8. City Council action

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

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

27. Public Facilities Fee Update, Nexus Study Adoption, and Roseville Municipal Code Amendment

Summary: This item has been continued to the November 19, 2025 City Council Meeting.

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

IX. PUBLIC COMMENTS

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

X. STAFF/COUNCIL REPORTS

XI. ADJOURNMENT

Title:	Sun Rose Permanent Supportive Housing - First Amended and Restated Regulatory Agreement
Contact:	Trisha Isom 916-746-1239 tisom@roseville.ca.us

SUMMARY

Staff recommends approval of an amended and restated regulatory agreement between the City and Advocates for Mentally Ill Housing, Inc. for the Sun Rose Permanent Supportive Housing project (Sun Rose Apartments), which is a State of California Homekey (Homekey) project and includes 82 studio units for households coming directly from homelessness. The amended agreement includes minor revisions to align with updated Homekey program guidelines. No General Fund resources will be used for this project.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving an Amended and Restated Regulatory Agreement with Advocates for Mentally Ill Housing, and authorize the City Manager, or his designee, to execute it.

BACKGROUND

On February 5, 2025, City Council approved a \$1.5 million loan of HOME Investment Partnerships Program (HOME) funds, along with the associated loan documents and Regulatory Agreement, to Advocates for Mentally Ill Housing to support the Sun Rose Apartments permanent supportive housing project. This funding assisted in the rehabilitation of a State of California Homekey project, which includes 82 studio units and one manager's unit designated for individuals and households experiencing homelessness.

In addition to the loan, the Roseville Housing Authority committed eight (8) Projected Based Vouchers (PBVs) to the project, which supports its long-term affordability. Of the PBV vouchers, four are allocated to households earning 30% Area Median Income (AMI), while the remaining four are designated for Veterans Affairs Supportive Housing (VASH) voucher holders. The original Regulatory Agreement requires that all 82 rental units remain affordable to extremely low-income households for a minimum of 55 years. Rents must not exceed the amount affordable to households earning 30% of AMI, as determined annually by the U.S. Department of Housing and Urban Development (HUD) and adjusted by household size.

The amendment, recommended for Council consideration, includes minor revisions to align with updated State of California Homekey program guidelines. Notably, the new guidelines allow up to four (4) VASH PBV households to earn incomes of up to 60% AMI, thereby broadening eligibility and enhancing housing access for local veterans. If approved, this amendment will continue to advance the City's General Plan goals related to affordable housing and further strengthen Roseville's commitment to addressing homelessness and supporting vulnerable populations.

FISCAL IMPACT

No General Fund resources will be used for the implementation of the Amended and Restated Regulatory Agreement for the Sun Rose Apartments project.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of the Amended and Restated Regulatory Agreement for Sun Rose Apartments meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

3. Enhance economic vitality

Respectfully Submitted,
Trisha Isom, Housing Manager

Melissa Anguiano, Economic Development Director

ATTACHMENTS:

1. Resolution 25-323
2. Sun Rose Regulatory Agreement - First Amended and Restated

REVIEWERS:

Trisha Isom, Economic Development Department - Housing	Created/Initiated - 9/22/2025
Trisha Isom, Economic Development Department - Housing	Approved - 9/22/2025
Melissa Anguiano, Economic Development Department	Approved - 9/23/2025
Gretchen Hakala, City Attorney Department	Approved - 9/26/2025
Katrina Six, City Clerk Department	Approved - 9/29/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/1/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/1/2025
Katrina Six, City Clerk Department	Final Approval - 10/2/2025

RESOLUTION NO. 25-323

APPROVING A FIRST AMENDED AND RESTATED REGULATORY AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ADVOCATES FOR MENTALLY ILL HOUSING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ANY OTHER RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, on February 5, 2025, City Council approved a \$1.5 million loan of HOME Investment Partnerships Program (HOME) funds, along with the associated loan documents and Regulatory Agreement, to Advocates for Mentally Ill Housing to support the Sun Rose Apartments permanent supportive housing project; and

WHEREAS, this First Amended and Restated Regulatory Agreement includes minor revisions to align with updated State of California Homekey program guidelines; and

WHEREAS, Placer County released a Request for Proposal and chose Advocates for Mentally Ill Housing, Inc. (AMIH) to own and operate Sunrose Apartments; and

WHEREAS, a First Amended and Restated Regulatory Agreement has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said First Amended and Restated Regulatory Agreement is approved and that the City Manager, or his designee, is authorized to execute it and any other related documents necessary to fund the Sunrose Apartments permanent supportive housing project on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Free recording in accordance with
California Government Code
Sections 6103 and 27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

HOME INVESTMENT PARTNERSHIPS PROGRAM
City of Roseville
311 Vernon Street
Roseville, California 95678

CITY OF ROSEVILLE

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

FIRST AMENDED AND RESTATED REGULATORY AGREEMENT

THIS REGULATORY AGREEMENT (this "Agreement") is made and entered into this _____ day of _____ 20__, by and between Advocates for Mentally Ill Housing, Inc., a California nonprofit public benefit corporation with its principal place of business located at P.O. Box 5216, Auburn CA95604 ("Borrower") and the CITY OF ROSEVILLE, a municipal corporation (the "City") (collectively, the "Parties").

Recitals

- A. Borrower is the owner and holder of a fee estate in the real property located at 110 North Sunrise Avenue, Roseville, California 95661, County of Placer, as more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").
- B. Borrower is converting the Property to a Project Homekey site by rehabilitating eighty-three (83) residential units. Eighty-two (82) units will be as follows: fifty (50) units will be occupied by the chronically homeless population, twenty-seven (27) units will be occupied by persons experiencing homelessness and five (5) units will be occupied by youth experiencing homelessness or at-risk of homelessness (the "Development").
- C. The Development will be financed in whole or in part and regulated by a permanent loan from the City in a principal amount not to exceed ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) (the "HOME Loan") from the HOME Investment Partnerships Program ("HOME Program"). The HOME Loan will be provided to Borrower by the City in accordance with California Code of Regulations, Title 25, sections 8200, *et seq.*, and 24 CFR Part 92, the federal regulations governing the HOME Program (together, the "HOME Regulations") and the HOME Standard Agreement. In consideration of the City's commitment to make the HOME Loan, the Borrower and the City have entered into a Loan Agreement executed concurrently herewith (the "HOME Loan Agreement"). The proceeds of the HOME Loan shall be disbursed, used and governed by the HOME Loan Agreement by and between the Borrower and the City.

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- First Amended and Restated DRAFT 9.8.25 (003).doc; 9/9/2025]

The HOME Loan Agreement, including all exhibits and attachments thereto, is incorporated in full by reference into this Agreement.

- D. Borrower agrees to abide by all provisions of the HOME Loan Agreement with respect to the Development, and Borrower shall execute a promissory note evidencing its obligation to repay the HOME Loan (the "HOME Note"). The HOME Note shall be secured by a deed of trust in favor of the City dated on or about even date herewith and executed by the Borrower to be recorded against the Property and the parties' respective interests therein (the "HOME Deed of Trust"). Borrower agrees to be bound by all terms and conditions of the HOME Note and the HOME Deed of Trust. The HOME Note, the HOME Deed of Trust, the HOME Loan Agreement, the HOME Standard Agreement and this Agreement are collectively referred to herein as the "City HOME Loan Documents".
- E. Borrower is a duly organized California non-profit public benefit corporation with the power, authority and ability to comply with the City requirements, the HOME Regulations and the City HOME Loan Documents.
- F. As further consideration for the HOME Loan for the rehabilitation of the eighty-three (83) residential units, and in furtherance of the purposes of the HOME Program, the Borrower must enter into this Agreement and has consented thereby to be and to have the Development and the Property regulated and restricted by the City as provided herein. The purpose of this Agreement is to regulate and restrict occupancy, rents, operation, ownership, and management of the Development and the Property to ensure continued affordability in compliance with the requirements of the City and the HOME Program. The covenants in this Agreement are intended to run with the land and be binding on Borrower and Borrower's successors-in-interest to the land for the full term of this Agreement. Borrower further agrees to be bound by the City HOME Loan Documents.

NOW, THEREFORE, the Parties hereto agree as follows:

- 1. Recitals. The foregoing recitals are a part of this Agreement.
- 2. Property. The Development will be located on the Property.
- 3. Definitions. Unless the context requires otherwise, the terms used in this Agreement shall be governed by the definitions set forth in 24 CFR Part 92, and California Code of Regulations, Title 25, sections 8201 and 8301. All references to code sections refer to Title 25 of the California Code of Regulations, unless otherwise noted.

For purposes of this Agreement, the following additional definitions shall apply:

- a. "Assisted Unit" means a dwelling unit the construction of which was assisted with proceeds of the HOME Loan. For purposes of this Agreement, eighty-two (82) of the eighty-three (83) residential units in this Development are "Assisted Units" as defined herein.

- b. "Eligible Households" means Extremely Low-Income Households as defined in subdivision (j) of section 3 below, as well as up to four (4) households receiving project-based vouchers as part of the Veterans Affairs Supportive Housing ("VASH") whose income is sixty percent (60%) or less of the area median income as determined by HUD.
- c. "Fiscal Integrity" means that the total of Operating Income plus funds released pursuant to this Agreement from the operating reserve account is sufficient to (1) pay all current Operating Expenses, (2) pay all current approved debt service, (3) fully fund all reserves pursuant to section 19, and (4) pay other extraordinary costs permitted by this Agreement. The ability to pay any or all of the annual permitted distributions shall not be considered in determining fiscal integrity.
- d. "HOME Rents" means rents calculated annually by the federal Department of Housing and Urban Development ("HUD") and are either the lesser of the Fair Market Rents, as that term is defined and published annually by HUD, or thirty percent (30%) of thirty percent (30%) of area median income ("Extremely low HOME Rents").
- e. "Initial Operating Year" means the first year of operation, or portion thereof, of the newly constructed rental housing Development beginning at the time of initial occupancy of an Assisted Unit and ending on the last day of the fiscal year of the Development.
- f. "Operating Expenses" means the amount approved by the City that is necessary to pay for the essential recurring expenses of the Development, such as utilities, maintenance, management, taxes, licenses, and the cost of on-site supportive services coordination, but not including debt service, required reserve account deposits, or other supportive services costs.
- g. "Operating Income" means all income generated in connection with operation of the rental housing development including rental income from Assisted and non-Assisted Units, rental income from commercial space, laundry and equipment rental fees, rental subsidy payments, and interest on any accounts other than approved reserve accounts related to the rental housing development. "Operating Income" does not include security and equipment deposits, payments to the Borrower for supportive services (except for funds applied towards the cost of on-site supportive service coordination), or tax benefits received by the Borrower.
- h. "Rent" means all charges, other than deposits, paid by the tenant for the use and occupancy of an Assisted Unit and any mandatory charge for direct or supportive tenant services in a rental housing development, including a utility allowance in an amount determined by the City of Roseville.
- i. "Residual Receipts" means project funds remaining after payment of expenses as described in items 1 through 5 of section 20 (b) of this Agreement.

- j. "Extremely Low-Income Household" means Eligible Households whose income is thirty percent (30%) or less of the area median income as determined by HUD.
- k. "VASH PBV Units" means up to four (4) households receiving project-based vouchers as part of the Veterans Affairs Supportive Housing ("VASH") whose income is sixty percent (60%) or less of the area median income as determined by HUD.

4. Compliance with Program Requirements.

- a. The Borrower agrees that at all times its acts regarding the Development and the use of funds provided herein shall be in conformity with all provisions of the HOME Program including the statutes, the HOME Regulations and such policies and procedures of the City and of HUD pertaining thereto. The Borrower acknowledges that it is familiar with such applicable provisions and has been professionally advised to the extent necessary for the purpose of enabling the Borrower to fully comply with such provisions.
- b. The financial assistance provided under the HOME Program is governed by 24 CFR Part 92. With respect to the assistance, Borrower agrees to comply with all requirements and obligations as described in 24 CFR Part 92, as well as all provisions governing the use of HOME funds. Borrower agrees to comply with the directives of the State of California Department of Housing and Community Development ("HCD") as necessary to ensure compliance with the obligations of HCD as set forth in its agreements with HUD regarding the use of HOME funds.

5. Term of Agreement. The term of this Agreement shall commence upon its recordation in the office of the Placer County Recorder, in which county the Property and the Development is located, and shall remain in full force and effect and shall apply to the Property and the Development for fifty-five (55) years after the date Borrower obtains a Certificate of Occupancy from the City of Roseville for the Project, regardless of any prepayment of the HOME Loan or sale, assignment, transfer or conveyance of the Development and/or the Property, unless terminated earlier by the City pursuant to the terms of this Agreement or extended by the mutual consent of the Parties thereto. This Agreement shall remain and continue without regard to the term of any mortgage or the transfer of the Property ownership, other than by foreclosure or deed in lieu of foreclosure.

6. Marketing Plan

- a. Borrower shall prepare and implement a Marketing Plan, subject to prior approval by the City, that specifies how the Borrower intends to market the project to prospective tenants in the Project's market area. The Marketing Plan shall specifically address how the Borrower intends to market the Project to underserved populations in Project market area and the frequency of marketing efforts. The City agrees that the Borrower may utilize the HUD 935.2 Affirmative Fair Housing Marketing Plan for these purposes.
- b. Borrower agrees to evaluate the effectiveness of the Marketing Plan in reaching

underserved populations on an annual basis and to revise it as necessary to better reach underserved populations that are not being reached. The revised Marketing Plan shall be submitted to the City for approval prior to implementation.

7. Assisted Unit Schedule. Upon occupancy following the completion of construction and for the term of this Agreement, the Borrower shall rent Assisted Units only in accordance with the Schedule of Assisted Units set forth in **Exhibit B**, attached hereto and incorporated herein.

a. Assisted Unit Standards. For the full term of this Agreement, the number, size, type, and amenity level of Assisted Units shall not be fewer than the number nor different from the size, type and amenity level described in **Exhibit B**.

8. Tenant Selection Standards.

a. All of the Assisted Units must be rented to Eligible Households as defined in Section 3(b) herein.

b. Borrower shall rent vacant Assisted Units in the Development only to eligible households in accordance with a Management Plan approved by the City. Such Management Plan may be periodically altered and such alteration must be submitted to and approved by the City prior to use. The Management Plan shall include:

- (1) Reasonable criteria for selection or rejection of tenant applications which shall not discriminate in violation of any federal, state or local law governing discrimination (except to the extent necessary to qualify the tenant as a senior citizen), or any other arbitrary factor.
- (2) Prohibition of local residency requirements;
- (3) Prohibition of local residency preferences, except where accompanied by an equal preference for employment in the local area and applied to areas not smaller than municipal jurisdictions or recognized communities within unincorporated areas;
- (4) Tenant selection procedures that include the following components, and that are available to prospective tenants upon request:
 - (A) Selection of tenants based on order of application, lottery or other reasonable method approved by the City;
 - (B) Notification to tenant applicants of eligibility for residency and, based on turnover history for Assisted Units in the Development, the approximate date when an Assisted Unit may be available;
 - (C) Notification of tenant applicants who are found ineligible to occupy an Assisted Unit of their ineligibility and the reason for the ineligibility,

and of their right to appeal this determination;

- (D) Maintenance of a waiting list of applicant households eligible to occupy Assisted Units and non-Assisted Units designated for various tenant income levels, which shall be made available to prospective tenants upon request;
- (E) Targeting specific special needs populations in accordance with this Agreement and applicable laws; and
- (F) Affirmative fair housing marketing procedures as specified in the Affirmative Fair Housing Marketing Plan Compliance Regulations of HUD, 24 CFR Part 200.620(a)-(c), or similar affirmative fair marketing housing plan as approved by the City.

- c. Borrower shall rent vacant Assisted Units to households with no less than the number of people specified in the following schedule:

<u>Unit Size</u>	<u>Minimum Number of Persons in Household</u>
Studio	1

9. Nondiscrimination. Borrower shall not discriminate against any tenant or prospective tenant on the basis of race, religion, sex, age (except to the extent necessary to qualify the tenant as a senior citizen), disability, marital status, or any other arbitrary factor in violation of any state, federal or local law governing discrimination in rental housing. Housing which is intended to benefit, and is therefore limited to senior citizens, is permitted only with the prior approval of the selection criteria by the City.
10. Assurance of Compliance with the "Violence Against Women Reauthorization Act of 2022" (VAWA) (S.3623 - 117th Congress (2021-2022) (as amended or reauthorized) Title VI - Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-606. See also 81 FR 80803, November 16, 2016 and 24 CFR 92.359.

VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home, they can feel safe in. VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements.

VAWA now expands housing protections to HUD programs beyond HUD's public housing program and HUD's tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking. During the performance of this Agreement, the HOME Recipient shall ensure that all requirements of VAWA are complied with, including but not limited to:

- A. Domestic Violence survivors are not denied assistance as an applicant, or

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evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.

- B. It will implement an 'emergency transfer plan', which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.
- C. It will provide "Protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy."
- D. It will implement a 'Low-barrier certification process' where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

11. Rental Agreement and Occupancy Procedures (the "Lease").

- a. All rental or occupancy agreements for Assisted Units shall be for a term of not less than one (1) year, unless by mutual agreement between the tenant and the Borrower.
- b. All rental or occupancy agreements are subject to City approval; and shall include:
 - (1) provisions requiring good cause for termination of tenancy;
 - (2) a provision requiring that the facts constituting the grounds for any eviction be set forth in the notice provided to the tenant pursuant to state law;
 - (3) notice of grievance procedures for hearing complaints of tenants and appeal of management action; and
 - (4) a requirement that the tenant annually recertify household income and size.
- c. The Borrower shall not terminate the tenancy or refuse to renew the lease of a tenant of an Assisted Unit except for serious or repeated violation of the terms and conditions of the Lease; for violation of applicable federal, state, or local law; for completion of the transitional housing tenancy period; or for other good cause.
- d. To terminate or refuse to renew tenancy, the Borrower must serve written notice upon the tenant specifying the grounds for the action at least thirty (30) days

before the termination of the tenancy.

e. One or more of the following constitutes "good cause":

- (1) failure by the tenant to maintain applicable eligibility requirements under the HOME Program or other eligibility requirements as approved by the City;
- (2) material noncompliance by the tenant with the lease, including one or more substantial violations of the lease or habitual minor violations of the lease which:
 - (a) adversely affect the health and safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related Project facilities;
 - (b) substantially interfere with the management, maintenance, or operation of the Development; or
 - (c) result from the failure or refusal to pay, in a timely fashion, Rent or other permitted charges when due. Failure or refusal to pay in a timely fashion is a minor violation if payment is made during the 3-day notice period;
- (3) material failure by the tenant to carry out obligations under federal, state or local law;
- (4) subletting by the tenant of all or any portion of the Assisted Unit; or
- (5) any other action or conduct of the tenant constituting significant problems which can be reasonably resolved only by eviction of the tenant, provided that the Borrower has previously notified the tenant that the conduct or action in question would be considered cause for eviction. Examples of action or conduct in this category include the refusal of a tenant, after written notice, to accept reasonable rules or any reasonable changes in the lease or the refusal to recertify income or household size; or

f. The Lease may not contain any of the following provisions:

- (1) Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower or Borrower's agent in a lawsuit brought in connection with the lease;
- (2) Agreement by the tenant that the Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has

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moved out of the unit. The Borrower may dispose of this personal property in accordance with state law;

- (3) Agreement by the tenant not to hold the Borrower or Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent;
 - (4) Agreement of the tenant that the Borrower or Borrower's agent may institute a lawsuit without notice to the tenant;
 - (5) Agreement by the tenant that the Borrower or Borrower's agent may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 - (6) Agreement by the tenant to waive any right to a trial by jury;
 - (7) Agreement by the tenant to waive tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
 - (8) Agreement by the tenant to pay attorneys' fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- g. The Borrower shall establish reasonable rules of conduct and occupancy. Such rules shall be consistent with state law and the HOME Regulations. Said rules shall be in writing and shall be given to each tenant upon occupancy. Any change shall become effective no fewer than thirty (30) days after giving written notice thereof to each household.
- h. The Borrower shall adopt an appeal and grievance procedure to resolve grievances filed by tenants and appeals of actions taken by Borrower with respect to tenants' occupancy in the Development, and prospective tenants' applications for occupancy. The Borrower's appeal and grievance procedure shall be subject to City approval and, at a minimum, shall include the following:
- (1) a requirement for delivery to each tenant and applicant of a written copy of the appeal and grievance procedure;
 - (2) procedures for informal dispute resolution;
 - (3) a right to a hearing before an impartial body, which shall consist of one or more persons with the power to render a final decision on the appeal or grievance; and
 - (4) procedures for the conduct of an appeal or grievance hearing and the appointment of an impartial hearing body.

12. Rents.

a. Period of Affordability.

(1) During the Period of Affordability, one hundred percent (100%) of HOME-assisted units must be occupied by households earning no more than thirty percent (30%) of area median income, except for a maximum of four (4) VASH PBV Units earning no more than sixty percent (60%) of the area median income, at initial occupancy, as established by HUD at rent levels consistent with 24 CFR 92.252, as amended, unless this requirement is superseded by the statutory requirements of other state or federal funding sources.

b. For Assisted Units receiving project-based rental assistance, pursuant to 24 CFR Part 92.252(b) (2), rents shall not exceed the amount allowable under the Federal or State project-based rental subsidy program.

c. If the Assisted Units are designated as fixed units pursuant to 24 CFR Part 92.252(j) in **Exhibit B**, then any household certified as an Eligible Household upon occupancy but whose income increases above the eligibility level must pay as Rent the lesser of the amount payable by the tenant under state or local law or thirty percent (30%) of the household's adjusted monthly income for rent and utilities; except that the Rent may equal the market rent for comparable, unassisted units in the neighborhood.

13. Rent Limitations.

Rents of HOME-assisted units shall not exceed the LOW and HIGH HOME rents allowed under 24 CFR 92.252, as amended, except as noted below.

a. In a project with 5 or more HOME-assisted units, a minimum of twenty percent (20%) of all HOME-assisted units shall be occupied by Very Low-Income households with rents not exceeding LOW HOME rents, except as noted in b. below.

b. HOME-assisted units receiving state or federal project-based rental subsidies may exceed HIGH or LOW HOME rents if the household qualifies to reside in the unit based on income and household size and the tenant-based portion of the rent does not exceed thirty percent (30%) of the household's adjusted income. The HOME-assisted unit's maximum rent (tenant contribution and project-based rental subsidy) becomes the rent allowable under the state or federal project-based subsidy.

c. If the HOME-assisted units are designated as "Floating" units in Section 1 above, any household certified as an Eligible Household upon occupancy but whose income increases above the eligibility level must pay rent the lesser of the amount payable by the tenant under state or local law or thirty percent (30%) of the household's adjusted monthly income for rent and utilities; except that the

rent may not exceed the market rent for comparable, unassisted units in the neighborhood.

- d. If the HOME-assisted units are designated as “Fixed” units in Section 1 above, any household certified as an Eligible Household upon occupancy but whose income increases above the eligibility level must pay rent the lesser of the amount payable by the tenant under state or local law or thirty percent (30%) of the household’s adjusted monthly income for rent and utilities; except that the rent may equal the market rent for comparable, unassisted units in the neighborhood.

14. Security Deposits.

- a. Security deposits shall be required of tenants only in accordance with state law and this Agreement.
- b. Any security deposits collected by the Borrower or Borrower’s agent shall be kept separate and apart from all other funds of the Development in a trust account with a depository insured by the Federal Deposit Insurance Corporation (F.D.I.C.), or other comparable federal deposit insurance program, and shall be held and disbursed in accordance with State law. The balance of such account shall at all times equal or exceed the aggregate of all outstanding obligations under said account, plus accrued interest thereon.

15. Certification of Tenant Income and Household Size.

- a. The income and household size of all households occupying Assisted Units shall be certified by the Borrower prior to occupancy and recertified annually thereafter in a manner approved by the City and specified in the Development’s Management Plan.
- b. If the income of a tenant upon recertification exceeds the upper limit for Extremely Low-Income Households, and there are no other requirements statutorily imposed by another federal or state funding source or tax credit program, that tenant shall not have his or her Lease terminated as a result thereof, but shall be charged rents as provided in section 10.
- c. Where a tenant occupying a unit designated for occupancy by an Extremely Low-Income household no longer qualifies to reside therein at re-certification, but qualifies as an otherwise eligible household, the rent level appropriate for that income level shall be charged pursuant to Section 12.

16. Maintenance and Management.

- a. Borrower is specifically responsible for all maintenance, repair, and management functions for the Development, including without limitation, selection of tenants, recertification of household income and size, evictions, collection of rents, routine and extraordinary repairs and replacement of capital items. Borrower shall maintain units and common areas in a safe and sanitary manner in accordance with local health, building, and housing codes, HUD housing quality standards pursuant to 24 CFR Section 882.109, and the Management Plan described above.
- b. Borrower may, with the prior written approval of the City, contract with a management agent for the performance of the services or duties required in paragraph a, above. However, such an arrangement does not relieve the Borrower of responsibility for proper performance of these duties. Such contract shall contain a provision allowing the Borrower to terminate the contract without penalty upon no more than thirty (30) days' notice. Upon a determination by the City, and notice to the Borrower thereof that the contractor and the Management Plan has failed to operate the Development in accordance with this Agreement, the Borrower shall exercise such right of termination forthwith and shall make immediate arrangements, which shall be subject to City approval, for continuing performance of the requirements of this Agreement.
- c. Borrower may operate the Development itself only with prior written approval of the City. Upon a determination by the City, and notice to the Borrower thereof, that the Borrower has failed to operate the Development in accordance with this Agreement, the City may require the Borrower to contract with a management agent to operate the Development, or to make such other arrangements as the City deems necessary to ensure performance of the requirements of this Agreement.

17. Hazard and Liability Insurance.

- a. The Borrower shall at all times keep the Development insured against loss by fire, flood (as required pursuant to 24 CFR 92.358), and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as may be approved by City, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to the City. Property insurance policies shall name the City as an additional loss payee and liability insurance policies shall name the City as additionally insured, as approved by the City. All premiums shall be paid by Borrower.
- b. Insurance proceeds and condemnation awards for any loss to or taking of the Development, or any portion thereof, shall be applied or utilized by Borrower as provided in the Deed of Trust executed by Borrower and referred to in the Recitals hereof.

18. Annual Report. The Borrower shall file with the City an annual report no later than sixty (60) days after the end of each fiscal year as established for the Development pursuant to section 19(a) of this Agreement. The report shall contain a certification by the Borrower as to such information as the City may then require including, but not limited to, the following:
- a. The fiscal condition of the Development, including a financial statement for the previous fiscal year that includes a balance sheet and a profit and loss statement indicating any surplus or deficit in operating accounts; a detailed itemized listing of income and expenses; the amounts of any fiscal reserves and the total amount of Residual Receipts received. Such financial statement shall be prepared in accordance with the requirements of the City and HUD. The City may require that the financial statement be audited at the Borrower's expense by an independent certified public accountant acceptable to the City or other person designated by the City.
 - b. The substantial physical defects in the Project, including a description of any major repair or maintenance work undertaken or needed in the previous and current fiscal years. Such statement shall describe what steps the Borrower has taken in order to maintain the Project in a safe and sanitary condition in accordance with applicable housing and building codes.
 - c. The occupancy of the Development indicating:
 - (1) the verified income of each current household; and
 - (2) the current rents charged each household and whether these rents include utilities.
 - d. General management performance, including tenant relations and other relevant information.
 - e. A summary of the information received from the recertification of tenants' incomes.
 - f. Evidence of a currently paid hazard and flood insurance policy, with loss payable to the City as required by Section 16.
 - g. Evidence of a currently paid liability insurance policy, naming the City as an additional loss payee as required by Section 16.
 - h. Other information reasonably required by the City and HUD.
19. Document Review and Inspections.
- a. Upon not less than forty-eight (48) hours' notice to the Borrower, the City or its designee may, at any time during the term of the HOME Loan, enter and inspect the physical premises and inspect all accounting records pertaining to the

construction or operation of the Development. Upon request by the City, the Borrower shall notify occupants of upcoming inspections of their units in accordance with State law.

- b. The City may perform or cause to be performed audits of any and all phases of the Borrower's activities related to the Development. At the City's request, the Borrower shall provide, at its own expense, an audit of the financial condition of the project certified by an independent certified public accountant, but only in the event and at such time as HUD is no longer conducting annual audits and providing copies of audit reports to City.
- c. The City may request any other information that it deems necessary to monitor compliance with requirements set forth in this Agreement and the HOME Standard Agreement. Such information shall be promptly provided by the Borrower.
- d. Commencing one (1) year after the date of the final Certificate of Occupancy for the Project and annually thereafter, Borrower 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.

20. Annual Operating Budget.

- a. The fiscal year for the Development shall commence on January 1st and conclude on December 31st.
- b. No later than sixty (60) days prior to the beginning of each subsequent fiscal year of the Development, the Borrower shall submit to the City a proposed annual operating budget on a form provided by the City. The proposed annual operating budget shall set forth the Borrower's estimate of the Development's income, operating expenses and debt service for the upcoming year, reserves, proposed rent adjustments, and a year-to-date operating statement. Annual operating budgets and rent adjustments are subject to approval by the City.
- c. Annual operating budgets are subject to written approval by the City. Increases of five percent (5%) or less in the total operating budget and increases in specific operating expense categories (i.e. renting expenses, administrative expenses, utility expenses, operations and maintenance expenses, taxes and insurance expenses) of five percent (5%) or less shall be deemed approved by the City. Borrower shall operate the Development in accordance with the approved annual budget.
- d. Annual rent adjustments are subject to written approval by the City. For projects approved by the City using Low HOME rents less a utility allowance, rent increases which do not exceed the upper limits for low HOME rents shall be deemed approved by the City. For projects approved by the City using rents below low HOME rents, rent increases which do not exceed the most recently

published annual average percentage change in the United States City of Labor, Bureau of Labor Statistics Consumer Price Index, Residential Rent for All Urban Consumers for the West (CPI) shall be deemed approved by the City. In the event this particular CPI index is no longer published, the City shall select a similar index for this purpose.

- e. Borrower shall operate the Development in accordance with the First-Year Operating Budget approved by and on file with the City. Such budget shall show all anticipated income, debt service and expenses for management, operations, reserves and maintenance for the first fiscal year or portion thereof following initial occupancy.

21. Required Reserves.

- a. Replacement Reserve. Reserves for replacement shall be in accordance with HOME Program regulations and as required by the Senior Lender. Reserves shall be established and funded by Borrower in the minimum amount of \$3,458.33 per month, and maintained continuously. Commencing no later than the end of the second month following the initial occupancy of the Development or such other date as the City shall designate in writing, the Borrower shall establish a segregated interest-bearing replacement reserve account in an F.D.I.C. or other comparable federally-insured financial institution. Funds from the replacement reserve are to be used for defraying the cost of infrequent major repairs, and replacement of building components that are too costly to be absorbed by the Development's annual operating budget.
 - (1) Withdrawals shall only be made for capital improvements, such as replacing or repairing structural elements, furniture, fixtures or equipment of the Development which are reasonably required to preserve the Property.
 - (3) The replacement reserve shall be funded from Operating Income or a combination of Operating Income and development sources as required by California Code of Regulations, Title 25, section 8309. The City may periodically adjust the amount of required deposits to the replacement reserve for the Development based on the results of reserve studies or other reliable indicators of the need for replacement reserve funds over time.
- b. Operating Reserve. Commencing no later than the end of the second month following the initial occupancy of the Development, or such other date as the City shall designate in writing, the Borrower shall establish an operating reserve account or subaccount within the project's general operating account in an amount required by California Code of Regulations, Title 25, section 8308.

- (1) Funds from the operating reserve shall be used for defraying operating shortfalls arising from unforeseen circumstances beyond the rent-up period.
- (2) Borrower shall fully replace any withdrawals from the operating reserve using available cash flow prior to use of any cash flow to pay deferred developer fee, asset management, partnership management or similar fees, or distributions.
- (3) Upon occurrence of both of the following events, the City may reduce the required minimum balance: (i) operation at a debt service coverage ratio of 1.15 or greater for five (5) years; and (ii) operation at an Operating Expense coverage ratio of 1.08, where Operating Expense ratio is defined to equal effective gross income, less required replacement reserve deposits and non-contingent debt service, divided by total Operating Expenses, not including the approved cost of supportive services coordination.
- (4) Where all development funding sources are legally precluded from using their funds to capitalize the operating reserve as required by California Code of Regulations, Title 25, section 8309, the operating reserve may be funded from Operating Income, provided that cash flow is sufficient to reasonably ensure that the required balance can be accumulated within six years of initial occupancy.

22. Recordkeeping and Reports.

- a. Accounting Records. In a manner subject to City approval, Borrower shall maintain on an accrual or modified accrual basis, a general ledger accounting system that is posted monthly and that accurately and fully shows all assets, liabilities, income and expenses of the Development. All records and books relating to this system shall be kept for a period of at least seven years and in such a manner as to ensure that the records are reasonably protected from destruction or tampering. All records shall be subject to City inspection and audit.
- c. Other Records and Reports. The management agent designated by Borrower, and as approved by the City, will be responsible for recordkeeping and reports, including those required to comply with Fair Housing and Equal Opportunity requirements. The management agent will establish and maintain a comprehensive system of records, books, accounts in a manner conforming to the directives of the Borrower in order to assist the City in meeting federal and state recordkeeping and reporting requirements. All records, books, and accounts will be subject to examination at reasonable hours by any authorized representative of the City.

23. Use of Income from Operations.

- a. The Borrower, or Borrower's management agent, shall promptly deposit all Operating Income in a segregated account established exclusively for the Development with an F.D.I.C. or other comparable federally-insured financial institution.
- b. Withdrawals from the account shall be made only in accordance with the provisions of this Agreement, and the approved budget, and shall be disbursed, applied, or reserved and set aside for payment when due, in the following priority, to the extent available: (1) salaries, wages, and any other compensation due and payable to the employees or agents of the Borrower employed on site in connection with the maintenance, administration or operation of the Development, along with all withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments required in connection with such employees; (2) all charges incurred in the operation of the Development in connection with utilities, real estate taxes and assessments, and liability, fire and other hazard insurance; (3) payments of required interest, principal, impounds, fees and charges, if any, on loans other than the HOME Loan which are secured by liens on the Property and which have been approved by the City; (4) all other expenses incurred to cover operating costs, including the fee of the managing agent and any extraordinary expenses, in accordance with the approved annual operating budget of the Development or as otherwise approved in advance by the City; (5) deposits to required operating and replacement reserve accounts, if applicable.
- c. The balance of Operating Income remaining after the payments described in section 21(b), above, shall be deemed Residual Receipts to be paid and applied as provided in section 23, below.

24. Non-Assisted Units and Common Areas.

- a. Borrower shall establish and implement a rent structure for the non-Assisted residential unit which ensures the fiscal integrity of the Development. Borrower shall estimate all income and expenses attributable to the non-Assisted unit in the annual operating budget described in section 17, above, and shall report all income and expenses attributable to the non-Assisted unit in the Annual Report described in Section 15, above.
- b. Borrower shall maintain and repair both Assisted and non-Assisted units equally without regard to their designation as Assisted or non-Assisted.
- c. Tenant selection practices for non-Assisted units shall comply with state and federal nondiscrimination laws.
- d. The exterior walls, windows, lighting, walkways, mailboxes, landscaping, nonresidential space, and other common areas of the Development shall be safe, clean, well maintained, and in good working order.

25. Residual Receipts and Distributions.

- a. The provisions of this section shall apply only at such time as HUD no longer regulates the Development in connection with funding or subsidies for the Development.
- b. Residual Receipts shall be applied in the following priority order:
 - (1) First, towards payment of any:
 - (a) Approved deferred developer fee, pursuant to California Code of Regulations, Title 25, section 8312; and
 - (b) Asset management, partnership management and similar fees, including fees paid to investors, in an amount not to exceed the sum of:
 - i. An amount for the current, equal to \$30,000 for 2016 and increased at the rate of 3.5% for each subsequent year, plus
 - ii. Unpaid asset management, partnership management, and similar fees accrued for a period not to exceed three project fiscal years following the year during which they are earned, up to the difference between the limit for the year and the amount paid for that year.
 - (2) Second, fifty percent (50%) to the Borrower as distributions ("Distributions") and fifty percent (50%) to the (City) as payment on the HOME Loan.
 - (a) If the terms of other public agencies' financing also require payments from remaining cash flow, the City may agree to share what would otherwise be its fifty percent (50%) share of available cash flow with the public agencies in amounts proportional to the agencies' respective loan amounts.
 - (b) To be consistent with the terms of other public agency loans, the City may agree to set the percentage payable to the Borrower at an amount less than fifty percent (50%).
 - (c) For projects with income from project-based Section 8 or similar project-based rental assistance that is not underwritten by other Development lenders, the City may reduce the Borrower's share to an amount equivalent to the amount they would receive if one of the other lender's loan amount was based on an income stream that included the income from the rental assistance.
- c. A Borrower may not accumulate Distributions from year to year. A Borrower may deposit all or a portion of permitted Distributions into a Development account for

disbursement in subsequent years. These future disbursements shall not reduce the otherwise permitted Distribution in those subsequent years. Borrower shall receive Distributions only once for each fiscal year.

- d. Payment of Distributions, deferred developer fee, asset management fees, partnership management and similar fees shall be permitted only after the Borrower submits a complete annual report and operating budget and the City determines that the report and budget demonstrate compliance with all Program requirements for the applicable year. Circumstances under which no Distributions, deferred developer fee, asset management fees or partnership management and similar fees shall be paid include:
 - (1) When written notice of default has been issued by any entity with an equitable or beneficial interest in the Development;
 - (2) When the City determines that the Borrower has failed to comply with the City's written notice of any reasonable requirement for proper maintenance or operation of the Development or use of Development income;
 - (3) If all currently required debt service and Operating Expenses have not been paid;
 - (4) If the replacement reserve account, operating reserve account, or any other reserve accounts are not fully funded pursuant to section 19, above.
- e. Distributions attributed to income from the non-Assisted unit shall not be subject to limits pursuant to this section.

26. Restrictions on Sale, Encumbrance, and Other Acts.

- a. The Borrower shall not make any sale, encumbrance, hypothecation, assignment, refinancing, pledge, conveyance, or transfer in any other form of the Property or the Development or of any of its interest therein, except with the prior written approval of the City.
- b. Other than routine maintenance, the Borrower shall not add to, remodel, remove, reconstruct, or demolish any part of the Development without the prior written approval of the City.
- c. The Borrower shall not permit the use of the Development for any purpose other than that permitted by this Agreement without the prior written approval of the City.
- d. The Borrower shall not incur any liability or obligation in connection with the Development, other than for current operating, management and maintenance costs and for the indebtedness evidenced by the Note nor incur any liability,

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charge, assessment, or obligation whatsoever that is secured in whole or in part by any interest in or lien or encumbrance on the Property or the Development, without the prior written approval of the City. The City may permit refinancing or additional financing secured by the Development only to the extent necessary to maintain or improve the Development's fiscal integrity, improve financial condition, or to maintain affordable rents.

- e. The Borrower shall not enter into any contract relating to rehabilitating or managing the Development, except as authorized by the City.
- f. Borrower shall not enter into any Lease for more than a single rental unit, ground lease of the Development or any interest therein without prior written City approval. The City may require that such lease allow for termination within thirty (30) days upon request by the City.
- g. If the Borrower is a partnership, it shall not discharge or replace any general partner or amend, modify or add to its partnership agreement without prior written City approval, except that it may transfer or sell limited partnership interests without such approval.
- h. The City may approve a sale, transfer or conveyance, in its sole discretion, provided that all of the following conditions are met:
 - (1) the existing Borrower is in compliance with this Agreement or the sale, transfer or conveyance will result in the cure of any existing violations of the Agreement;
 - (2) the successor-in-interest to the Borrower agrees to assume all obligations of the existing Borrower pursuant to this Agreement and the Program, and meets any requirements which may be in existence under the applicable regulations;
 - (3) the successor-in-interest demonstrates to the City's satisfaction that it can own and operate the Development in full compliance with all Program requirements; and
 - (4) any terms of the sale, transfer or conveyance shall not threaten the City's security or the successor's ability to comply with all requirements of the HOME Program and this Agreement.
- i. If at all, and in its sole discretion, the City may condition any approval for a sale, transfer or conveyance subject to any such terms and conditions as may be necessary to preserve or establish the Fiscal Integrity of the Development and to ensure compliance with HOME Program requirements and this Agreement. Such conditions may include the deposit of sales proceeds, or a portion thereof, to maintain required reserves or to offset negative cash flow, the recapture of syndication proceeds or other funds such other conditions as may be necessary to ensure compliance with the Program requirements.

27. Violation of HOME Regulatory Agreement by Borrower.

a. In the event of a breach or violation of the provisions of this Agreement, the City may give written notice to the Borrower thereof by certified mail or any express delivery service with a delivery receipt addressed to the Borrower at the address stated in this Agreement. If the breach or violation is not cured to the satisfaction of the City within the time period specified in the notice, which shall not be fewer than thirty (30) days, the City may declare a default and may seek legal remedies including the following:

- (1) Collect all rents and income in connection with the operation of the Development and use the same and the reserve funds for the operation and maintenance of the Development.
- (2) Take possession of the Development and bring any action necessary to enforce any rights of the Borrower growing out of the operation of the Development, and operate the Development in accordance with the terms of this Agreement until such time as the City, in its sole discretion, shall determine that the Borrower is again in a position to operate the Development in accordance with the terms of this Agreement.
- (3) Apply to any court, State or federal, for specific performance of this Agreement or for the appointment of a receiver to take over and operate the Development in accordance with the terms of this Agreement or for such other relief as may be appropriate. It is agreed by the Borrower that the injury to the City arising from a default under any of the terms of this Agreement would be irreparable and that the amount of compensation which would provide adequate relief to the City, in light of the purposes of the Program, would be impossible to ascertain.
- (4) Accelerate all amounts, including outstanding principal and interest, due under the HOME Loan and demand immediate repayment thereof. Upon a failure to repay such accelerated amount in full, the City may proceed with a foreclosure in accordance with the provisions of the HOME Deed of Trust and State law regarding foreclosures.

However, in the event of a nonmonetary breach which cannot reasonably be cured within the time period set forth in such notice, the HOME Loan may not be accelerated hereunder if within said designated time period Borrower has given written notice to Lender of Borrower's intention to cure said breach, has commenced to cure such breach and has diligently prosecuted and effected such cure which shall be completed no later than sixty (60) days from the date notice of such breach is given.

- (5) The City may seek such other remedies as may be available under law.

b. In the event that the breach or violation involves the rents to tenants or other

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charges in excess of those permitted under this Agreement, the City may demand, and seek as an additional remedy, the return of such excess rents or other charge to the affected households.

- c. The tenants of the Assisted Units shall be considered to be third-party beneficiaries of this Agreement, and shall have such rights and remedies to enforce the requirements of this Agreement as may be available to third-party beneficiaries under the law.
 - d. The remedies of the City hereunder are cumulative, and the exercise of one or more of such remedies shall not be deemed an election of remedies and shall not preclude the exercise by the City of any one or more of its other remedies.
28. Foreclosure after Project Completion. The Borrower promises, covenants, warrants and represents that it shall complete the Project. Whether or not the Project is in fact completed shall be solely determined by the City. Should the Project in fact have been completed, then this Agreement shall terminate upon foreclosure or transfer in lieu of foreclosure, except that the Affordability restrictions shall be revived according to the original terms if, (a) during the original term and period of affordability, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or the Property, or if (b) the foreclosing entity or transferee in lieu of foreclosure assumes in writing and agrees to be bound by the terms of the HOME Agreement and the Loan Documents, as that term is defined in the HOME Agreement.
29. Superiority of HOME Regulatory Agreement. Except to the extent expressly provided herein, the Borrower covenants that the Borrower has not, and shall not, enter into or execute any other agreement with provisions contrary to the provisions of this Regulatory Agreement, or contrary to the intent of maintaining the affordability of the Property for the entire term of this Agreement.
30. Assignment of City Rights. The City retains the right at its sole discretion to assign all or part of its rights under this Agreement for the purpose of ensuring compliance and enforcement of Borrower's duties and obligations hereunder. In addition, the City may designate an agent to act on its behalf in monitoring compliance and enforcing the provisions hereof.
31. Amendment. This Agreement shall not be altered or amended except in writing, executed between or among all the Parties.
32. Partial Invalidity. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
33. Binding on Successors. This Agreement shall bind, and the benefits thereof shall inure to, the respective Parties hereto, their legal representatives, executors, administrators, successors in the office of interest, and assigns, provided, however, that the Borrower

may not assign this Agreement or any of its obligations hereunder, voluntarily or by operation of law, without the prior written approval of the City.

34. Recording Agreement. This Agreement and all amendments thereto, shall be executed by each of the Parties. This Agreement, or memorandum thereof, shall be recorded against the subject Property in the official records of the County of Placer, in which the Development is situated.
35. Hold Harmless. Borrower and its successor in interest agree to indemnify, defend, and hold harmless the City and its respective officials, agents, employees and consultants from any and all claims, losses, liabilities or causes of action (including reasonable attorneys' fees) arising from or in connection with Borrower's management, maintenance or operation of the Development.
36. Waiver. No waiver by the City of any breach of or default under this Agreement shall be deemed to be a waiver of any other or subsequent breach thereto or default hereunder.
37. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement.
38. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any litigation to enforce or interpret the terms of this Agreement shall be brought in Placer County, California.
39. Notice. Written notices and other written communications by and between the Parties hereto shall be addressed as set forth below unless and until a party hereto has, in writing, communicated a different address to the other party hereto.

CITY:

City of Roseville
316 Vernon Street, suite 150
Roseville, CA 95678
Attn: Housing Manager

BORROWER:

Advocates for Mentally Ill Housing Inc.
P.O. Box 5216
Auburn, CA 95604

40. Attorneys' Fees. The prevailing party in any action to enforce this Agreement, including the residents of Assisted Units, shall be entitled to reasonable attorneys' fees as determined by the trier of fact in that forum.

41. Special Conditions. The Borrower agrees to comply with the special conditions, if any, as set forth in **Exhibit C**, which is made a part hereof. In the event of any inconsistencies between the terms set forth in the **Exhibit C** Special Conditions of the HOME Regulatory Agreement and the terms of this Agreement, the terms of the Special Conditions shall prevail.
42. Counterparts. This Regulatory Agreement may be executed in counterparts, each of which shall be considered an original, and which together shall constitute a single instrument.
43. Incorporation. The following Exhibits, all attached hereto, are hereby incorporated into this Agreement:

Exhibit A: Legal Description
Exhibit B: Schedule of Assisted Units
Exhibit C: Special Conditions

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

BORROWER:

Advocates for Mentally Ill Housing, Inc., a California nonprofit public benefit corporation

By: _____

Suzi deFosset

Its: _____

Secretary

By: _____

Tom Drake

Its: _____

President

CITY:

CITY OF ROSEVILLE, a municipal corporation

By: _____

Dominick Casey, City Manager

ATTEST:

By: _____

Carmen Avalos, City Clerk

APPROVED AS TO FORM

ACKNOWLEDGMENT

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

State of California

County of Placer

On 9-9-25 before me, S. Fairchild, Notary Public
(insert name and title of the officer)

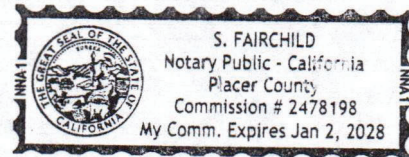
personally appeared Tom Drake
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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]

(Seal)



ACKNOWLEDGMENT

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

State of California

County of Placer

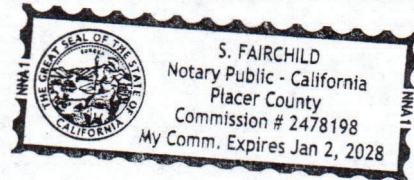
On 9/19/20 before me, S. Fairchild, Notary Public
(insert name and title of the officer)

personally appeared Suzi deFosset
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] (Seal)



By: _____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE

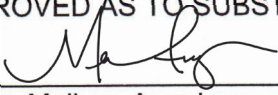
By:  _____
Melissa Anguiano
Economic Development Director

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:

A Portion Of The Southeast Quarter Of Section 1, Township 10 North, Range 6 East, More Particularly Described As Follows:

Beginning At A Bronze Capped Monument In Concrete (Marked Pac. Gas & Elect. Co. Prop. Cor.) In The Southeast Quarter Of Section 1, Township 10 North, Range 6 East, MDB & M, From Which The 6 Inch By 6 Inch Concrete Highway Monument Marking The Easterly Terminus Of The Course In The Boundary Line Of That Certain 18.60 Acre Parcel Of Land Described In The Deed From W.J. Doyle And Wife, To State Of California, Dated July 13, 1949 And Recorded In The Office Of The County Recorder Of Said County Of Placer In Book 555 Of Official Records, At Page 505, Which Course, According To The Description Contained In Said Deed To State Of California, Has A Bearing Of South 71° 26' 50" East And A Length Of 105.95 Feet Bears South 69° 24' 49" East, 233.78 Feet Distant And Running Thence North 0° 28' 20" East, Parallel With And Distant 20 Feet Easterly From (Measured At A Right Angle To) Pacific's Existing Pole And Wire Electric Transmission Line Erected Under And By Virtue Of The Deed From Clara B. Doyle To Pacific, Dated June 24, 1926 And Recorded In The Office Of The County Recorder Of Said County Of Placer In Book 224 Of Official Records, At Page 271, A Distance Of 245.00 Feet To A Bronze Capped Monument In Concrete (Marked Pac. Gas & Elect. Co. Prop. Cor.); Thence North 89° 31' 40" West, 240.00 Feet To A Bronze Capped Monument In Concrete (Marked Pac. Gas & Elect. Co. Prop. Cor.); Thence South 0° 28' 20" West 218.58 Feet To A Bronze Capped Monument In Concrete (Marked Pac. Gas & Elect. Co. Prop. Cor.) Set At A Point Distant 50 Feet Northerly From (Measured At A Right Angle To) The Northerly Boundary Line Of Said 18.60 Acre Parcel Of Land; Thence Parallel With And Distant 50 Feet Northerly From (Measured At Right Angle To) The Northerly Boundary Line Of Said 18.60 Acre Parcel Of Land, The Following Two Courses And Distances, Namely; South 83° 03' 10" East, 235.07 Feet To A Bronze Capped Monument In Concrete (Marked Pac. Gas & Elect. Co. Prop. Co.); And Thence North 89° 15' 50" East, 6.43 Feet, More Or Less, To The Point Of Beginning.

PARCEL TWO:

A Portion Of Section 1, Township 10 North, Range 6 East, MDB & M.

Said Portion Is All That Part Thereof Lying Within The Following Described Boundaries.

Beginning At The Northwest Corner Of That Certain Parcel Of Land Acquired By Deed Recorded April 5, 1955 In Book 672, At Page 38, Official Records Of Placer County; Thence From Said Point Of Beginning Along The Westerly Prolongation Of The Northerly Line Of Said Parcel North 89° 57' 41" West, 64.58 Feet; Thence Leaving The Westerly Prolongation Of Said Northerly Line South 12° 11' 56" East, 231.33 Feet To A Point Distant 119.28 Feet Northerly, Measured At A Right Angles From The "U" Line At Engineer's Station "U" 27+13.50 Of The Department Of Public Works' 1962 Survey On Road 03-Pla 80.Pm 1.8 (Formerly Road III-Pla-3, 1-Rv); Thence Along A Tangent Curve To The Left With A Radius Of 35 Feet, Through An Angle Of 76° 02' 00", A Distance Of 46.45 Feet; Thence South 88° 13' 56" East, 216.40 Feet; Thence North 1° 11' 14" West, 15.01 Feet To A Point On The Southerly Line Of Said Parcel; Thence Along Said Southerly Line North 83° 29' 11" West, 235.07 Feet To The Southwest Corner Of Said Parcel; Thence Along The Westerly Line Of Parcel North 00° 02' 19 East 218.58 Feet To The Point Of Beginning.

PARCEL THREE:

A Non-Exclusive Easement For The Ingress And Egress On, Over, Under And Across The Following Described Property:

A Portion Of The Southeast 1/4 Of Section 1, Township 10 North, Range 6 East, MDB & M, Described As:

Beginning At A Bronze-Capped Monument Set In Concrete Marked (Pac. Gas & Elect. Co. Prop. Cor.) Which Is The East Terminus Of The Course Described As "South 83° 03' 10" East, 235.07 Feet; Of That Certain Parcel Acquired By Deed Recorded April 5, 1955 In Book 672, At Page 38, Official Records Of Placer County; Thence From Said Point Of Beginning Along The Southerly Line Of Said Parcel North 88° 49' 49" East, 6.54 Feet To The Southeast Corner Of Said Parcel; Thence Along The Easterly Line Of Said Parcel North 00° 02' 19" East, 43.97 Feet; Thence Leaving Said Easterly Line North 88° 49' 09" East, 167.00 Feet ; Thence North 73° 05' 03" East, 118.00 Feet; Thence South 61° 44' 28" East, 85.45 Feet; Thence South 01° 10' 51" East, 40.00 Feet; Thence South 88° 49' 09" West, 81.54 Feet; Thence South 01° 10' 51 East 8.98 Feet; Thence South 88° 49' 09" West, 280 Feet To A Point Distant 80 Feet Northerly, Measured At Right Angles From The "U" Line At Engineer's Station "U" 29+60 Of The Department Of Public Works 1962 Survey On Road 03-Pla-80 P.M. 1.8 (Formerly Road III-Pla-3, 17-Rsv); Thence North 01° 11' 14" West, 15.01 Feet To The Point Of Beginning.

APN: 013-213-001-000

EXHIBIT B
SCHEDULE OF ASSISTED UNITS AND INITIAL RENT RESTRICTIONS

There are to be, at all times, **82** regulated units, 18 of which are assisted with HOME funds, and 8 of which are assisted with Housing Choice Voucher Project Based Vouchers in the Development. The HOME assisted units are designated as **“floating.”**

During the Period of Affordability:

- 100% of the regulated units must be rented to persons and families with incomes not in excess of thirty percent (30%) of area median incomes, at initial occupancy, except for the maximum four (4) HOME-Assisted units that will have VASH PBV assistance which may earn up to sixty percent (60%) of the area median income, and unless there are other superseding requirements statutorily imposed by another federal or State funding source (HOME Regulatory Agreement, section 12(b)).
- Area median incomes are set by HUD and adjusted for family size. The below table shows project unit configuration and initial rent restrictions which are adjusted annually by the City of Roseville and Roseville Housing Authority.

Maximum Household Income 30% AMI – Project Based Vouchers

Bedroom size	Number of units	Gross Rent	Less Utility Allowance	Allowable Contract Rent
Studio	8	\$1743	\$0	\$1743

Maximum Household Income 30% AMI – HOME-Assisted Units

Bedroom size	Number of units	Gross Rent	Less Utility Allowance	Allowable Contract Rent
Studio	18	\$1872	\$0	\$1872

Maximum Household Income 30% AMI – Regular Units

Bedroom size	Number of units	Gross Rent	Less Utility Allowance	Allowable Contract Rent
Studio	56	\$1872	\$0	\$1872

EXHIBIT C
SPECIAL CONDITIONS

IN THE EVENT OF ANY INCONSISTENCIES OR CONFLICTS BETWEEN THESE SPECIAL CONDITIONS AND THE TERMS OF THIS AGREEMENT OR ANY OF THE OTHER CITY HOME LOAN DOCUMENTS, THE TERMS OF THESE SPECIAL CONDITIONS SHALL CONTROL.

1. Payments of asset management fees or organizational management fees are subject to City prior written approval through the annual budget approval process and may be paid prior to the determination of Residual Receipts in the City's sole discretion.

2. Exemption from Property Taxes: Borrower agrees to take all actions necessary to qualify the Development for the maximum exemption from property taxes pursuant to applicable provisions of section 214 of the Revenue and Taxation Code. Such actions may include, but are not limited to the following:

- a. Modifying, adding to or deleting from, the articles of the incorporation, by laws or organizational documents of Borrower.
- b. Applying for nonprofit, tax-exempt status to the appropriate state or federal agency.
- c. Providing the certifications and assurances required by section 214 of the Revenue and Taxation Code.
- d. Complying with the procedures and requirements imposed by local government agencies as a condition of receiving the property tax exemption.

3. Precedence of City HOME Loan Documents Governing Use of Operating Income: In addition to the other terms of this Agreement, the Borrower hereby agrees and acknowledges that, notwithstanding any internal accounting procedures or provision pertaining to the use of receipts, payments, reserves and distributions contained in its organizational document, the terms of this Agreement and the HOME Program shall control as to the use of the funds provided under any applicable Development Agreement and all operating income from the Development.

4. Term of Agreement:

- a. Lien Duration: 55 years
- b. HOME Regulatory Agreement Termination Date: Fifty-five (55) years from the estimated initial occupancy date.

Initial Occupancy Date: May 15, 2025

5. Amortization Schedule

Loan Amount (**pv**) \$1,500,000
 Interest Rate (**rate**) 3.00%
 Total # of Periods (**Nper**) 55
 Function 39271
 Fund 2821
 Notes

Period	Due Date	Fiscal Year	Principal Outstanding	Interest	Accrued Interest	Balance
						\$1,500,000
0	1/1/2025	FY25	1,500,000.00	11,250.00	11,250.00	1,511,250.00
1	1/2/2026	FY26	1,500,000.00	45,000.00	56,250.00	1,556,250.00
2	1/2/2027	FY27	1,500,000.00	45,000.00	101,250.00	1,601,250.00
3	1/2/2028	FY28	1,500,000.00	45,000.00	146,250.00	1,646,250.00
4	1/1/2029	FY29	1,500,000.00	45,000.00	191,250.00	1,691,250.00
5	1/2/2030	FY30	1,500,000.00	45,000.00	236,250.00	1,736,250.00
6	1/2/2031	FY31	1,500,000.00	45,000.00	281,250.00	1,781,250.00
7	1/2/2032	FY32	1,500,000.00	45,000.00	326,250.00	1,826,250.00
8	1/1/2033	FY33	1,500,000.00	45,000.00	371,250.00	1,871,250.00
9	1/2/2034	FY34	1,500,000.00	45,000.00	416,250.00	1,916,250.00
10	1/2/2035	FY35	1,500,000.00	45,000.00	461,250.00	1,961,250.00
11	1/2/2036	FY36	1,500,000.00	45,000.00	506,250.00	2,006,250.00
12	1/1/2037	FY37	1,500,000.00	45,000.00	551,250.00	2,051,250.00
13	1/2/2038	FY38	1,500,000.00	45,000.00	596,250.00	2,096,250.00
14	1/2/2039	FY39	1,500,000.00	45,000.00	641,250.00	2,141,250.00
15	1/2/2040	FY40	1,500,000.00	45,000.00	686,250.00	2,186,250.00
16	1/1/2041	FY41	1,500,000.00	45,000.00	731,250.00	2,231,250.00
17	1/2/2042	FY42	1,500,000.00	45,000.00	776,250.00	2,276,250.00
18	1/2/2043	FY43	1,500,000.00	45,000.00	821,250.00	2,321,250.00
19	1/2/2044	FY44	1,500,000.00	45,000.00	866,250.00	2,366,250.00
20	1/1/2045	FY45	1,500,000.00	45,000.00	911,250.00	2,411,250.00
21	1/2/2046	FY46	1,500,000.00	45,000.00	956,250.00	2,456,250.00
22	1/2/2047	FY47	1,500,000.00	45,000.00	1,001,250.00	2,501,250.00
23	1/2/2048	FY48	1,500,000.00	45,000.00	1,046,250.00	2,546,250.00
24	1/1/2049	FY49	1,500,000.00	45,000.00	1,091,250.00	2,591,250.00
25	1/2/2050	FY50	1,500,000.00	45,000.00	1,136,250.00	2,636,250.00
26	1/2/2051	FY51	1,500,000.00	45,000.00	1,181,250.00	2,681,250.00
27	1/2/2052	FY52	1,500,000.00	45,000.00	1,226,250.00	2,726,250.00
28	1/1/2053	FY53	1,500,000.00	45,000.00	1,271,250.00	2,771,250.00
29	1/2/2054	FY54	1,500,000.00	45,000.00	1,316,250.00	2,816,250.00

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[C:\Users\isomtrisha\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\RW94OWMU\Sun Rose Regulatory Agreement
 - First Amended and Restated DRAFT 9.8.25 (003).doc; 9/9/2025]

30	1/2/2055	FY55	1,500,000.00	45,000.00	1,361,250.00	2,861,250.00
31	1/2/2056	FY56	1,500,000.00	45,000.00	1,406,250.00	2,906,250.00
32	1/1/2057	FY57	1,500,000.00	45,000.00	1,451,250.00	2,951,250.00
33	1/2/2058	FY58	1,500,000.00	45,000.00	1,496,250.00	2,996,250.00
34	1/2/2059	FY59	1,500,000.00	45,000.00	1,541,250.00	3,041,250.00
35	1/2/2060	FY60	1,500,000.00	45,000.00	1,586,250.00	3,086,250.00
36	1/1/2061	FY61	1,500,000.00	45,000.00	1,631,250.00	3,131,250.00
37	1/2/2062	FY62	1,500,000.00	45,000.00	1,676,250.00	3,176,250.00
38	1/2/2063	FY63	1,500,000.00	45,000.00	1,721,250.00	3,221,250.00
39	1/2/2064	FY64	1,500,000.00	45,000.00	1,766,250.00	3,266,250.00
40	1/1/2065	FY65	1,500,000.00	45,000.00	1,811,250.00	3,311,250.00
41	1/2/2066	FY66	1,500,000.00	45,000.00	1,856,250.00	3,356,250.00
42	1/2/2067	FY67	1,500,000.00	45,000.00	1,901,250.00	3,401,250.00
43	1/2/2068	FY68	1,500,000.00	45,000.00	1,946,250.00	3,446,250.00
44	1/1/2069	FY69	1,500,000.00	45,000.00	1,991,250.00	3,491,250.00
45	1/2/2070	FY70	1,500,000.00	45,000.00	2,036,250.00	3,536,250.00
46	1/2/2071	FY71	1,500,000.00	45,000.00	2,081,250.00	3,581,250.00
47	1/2/2072	FY72	1,500,000.00	45,000.00	2,126,250.00	3,626,250.00
48	1/1/2073	FY73	1,500,000.00	45,000.00	2,171,250.00	3,671,250.00
49	1/2/2074	FY74	1,500,000.00	45,000.00	2,216,250.00	3,716,250.00
50	1/2/2075	FY75	1,500,000.00	45,000.00	2,261,250.00	3,761,250.00
51	1/2/2076	FY76	1,500,000.00	45,000.00	2,306,250.00	3,806,250.00
52	1/1/2077	FY77	1,500,000.00	45,000.00	2,351,250.00	3,851,250.00
53	1/2/2078	FY78	1,500,000.00	45,000.00	2,396,250.00	3,896,250.00
54	1/2/2079	FY79	1,500,000.00	45,000.00	2,441,250.00	3,941,250.00
55	1/2/2080	FY80	1,500,000.00	33,750.00	2,475,000.00	3,975,000.00

Title:	Grants Advisory Commission - Policy Manual Updates
Contact:	Tobi Thomas 916-746-1368 tthomas@roseville.ca.us

SUMMARY

Staff recommends approval of updates to the Citizens' Benefit Fund Policy Manual, which are being recommended by the Grants Advisory Commission. The primary focus of these revisions is to clarify the handling of City Projects, particularly regarding grant funding requests from non-profits for modifications or construction on City-owned property and facilities. The recommended updates to the policy manual have no fiscal impact on the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve the Grants Advisory Commission (GAC) recommendations to update to the Citizens' Benefit Fund (CBF) Policy Manual.

BACKGROUND

The Grants Advisory Commission (GAC) held a meeting on August 12, 2025, to discuss revisions to the Citizens' Benefit Fund Policy Manual. The primary focus of these revisions is to clarify the handling of City Projects, particularly regarding grant funding requests from non-profits for modifications or construction on City-owned property and facilities.

The key changes to the manual include:

- The City Projects section now explicitly defines activities directly involving City-owned property or facilities, or where the City is the project lead or requires active staff involvement, as ineligible for grant funding.
- Table of Contents: The list of Appendices was removed from the Table of Contents.
- Applicant Workshop: Language updates were made to this section.
- Process to Amend or Extend Timeframe of Approved Grants: Appendix lettering was corrected.
- Application Review and Process: Language updates were made to this section.

The GAC annually reviews grant funding cycle processes and documents and is recommending updates to the City Council, who has final approval of disbursements of each of the grant funds.

FISCAL IMPACT

The recommended updates to the policy manual have no fiscal impact on the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct

or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of the Grants Advisory Commission Police Manual updates meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy

Respectfully Submitted,
Tobi Thomas, Management Analyst

Dennis Kauffman, Chief Financial Officer/Assistant City Manager

ATTACHMENTS:

1. Resolution 25-322
2. CBF Policy Manual redlines 2025 ver9.10.25

REVIEWERS:

Tobi Thomas, Public Affairs and Communications Department	Created/Initiated - 9/10/2025
Megan Scheid, City Clerk Department	Approved - 9/10/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/14/2025
Gretchen Hakala, City Attorney Department	Approved - 9/26/2025
Katrina Six, City Clerk Department	Approved - 9/26/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/30/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/1/2025
Katrina Six, City Clerk Department	Final Approval - 10/2/2025

RESOLUTION NO. 25-322

APPROVING REVISIONS TO THE CITIZENS' BENEFIT FUND POLICY MANUAL

WHEREAS, the Grants Advisory Commission reviews policies and procedures annually in an effort to improve efficiencies and streamline processes; and

WHEREAS, this year, staff recommends the following policy revisions to the Citizens' Benefit Fund Policy Manual:

- The City Projects section now explicitly defines activities directly involving City-owned property or facilities, or where the City is the project lead or requires active staff involvement, as ineligible for grant funding;
- Table of Contents: The list of Appendices was removed from the Table of Contents;
- Applicant Workshop: Language updates were made to this section;
- Process to Amend or Extend Timeframe of Approved Grants: Appendix lettering was corrected; and
- Application Review and Process: Language updates were made to this section.

WHEREAS, City Council has reviewed staff recommendations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville that said recommendations are hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**City of Roseville
Citizens' Benefit Fund
Policy Manual**



**Aadopted by the
Roseville Grants Advisory Commission**

Updated:

September 12, 2000

amended

November 12, 2002

December 3, 2003

November 9, 2004

November 8, 2005

November 18, 2008

December 19, 2012

October 8, 2013

February 17, 2016

June 21, 2017

November 18, 2020

October 18, 2023

August 21, 2024

October 15, 2025

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Policy Manual

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H: Memorandum from Associate City Attorney Michele Sheidenberger dated August 31,	
2004 regarding AB 2690 and the Citizens' Benefit Fund	
I: 2013 Historical Assessment of the Roseville Grant Program	

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J: [Implementation Strategies for 2019/20 Kone' Consulting's Community Needs Assessment \(CNA\)](#)

**City of Roseville
Citizens' Benefit Fund
Policy Manual**

Purpose

The purpose of the Citizens' Benefit Fund Policy Manual is to:

- ◆ Document the policy decisions of the Grants Advisory Commission and Roseville City Council regarding the Citizens' Benefit Fund by year and by topic;
- ◆ Serve as a reference for new Grants Advisory Commissioners and Roseville City Councilmembers as to program implementation; and
- ◆ Answer questions from the public regarding the grants process, including questions from potential grant applicants, and current grant recipients.

Chronology of Citizens' Benefit Fund

Jun 1, 1994	Grants Advisory Commission established by Ordinance 2774. Hospital Proceeds Fund Established by Ordinance number 2788. Chapter 4.06 is added to the Roseville Municipal Code to establish the Hospital Proceeds Fund.
Jul 12, 1994	City Council approves criteria and first grant application.
Jan 25, 1995	Joint City Council/Grants Advisory Commission Workshop to discuss Grant application process, including estimated timeframe for processing grant applications and restricting grant funds to benefit Roseville residents only for specific project, rather than general funding; no funding for administrative costs, audit procedures following Grant awards; procedures to notice Commission meetings and interviews with applicants.
Sep 10, 1997	Joint City Council/Grants Advisory Commission Workshop to discuss grant consideration process, appeal opportunities, award process, stewardship of funds, application form changes, multiple year funding, auditing, collaboration of organizations, grant requests for capital projects, city projects or from agencies outside the city.
Dec 16, 1998	City Council approves formal process to consider modifications to approved grants and adoption of marketing program for the Citizens' Benefit Fund.
Aug 18, 1999	Ordinance 3388 adopted by the Roseville City Council amending Chapter 4.06 of the Roseville Municipal Code. Amendments include: 1. Name change from Hospital Proceeds Fund to Citizens' Benefit Fund to reflect opportunity for donations to the fund from the community rather than limited principal amount from sale of municipal hospital. 2. Amendment to Section 4.04.040, Expenditures of Money, to indicate unappropriated amounts may be carried forward to subsequent fiscal years, or at the discretion of the City, may be added to the principal.
Jul 10, 1999	Joint City Council/Grants Advisory Commission Workshop to discuss policies related to requirement for matching funds, grant funding for leased vs. owned property, perpetual funding, monitoring/annual reports, and Ad Hoc Committee.
Nov 3, 1999	City Council adopts policies related to issues from joint Commission/Council workshop.
Dec 3, 2003	City Council approves Grants Advisory Commission recommendations for funding criteria and process improvements following three workshops by the Commission and the first REACH/Enron funding cycle.
Dec 15, 2004	City Council approved Grants Advisory Commission recommendations for revisions as a result of AB 2690 – repealing the requirement that

volunteers be paid prevailing wages and eliminating the mandatory workshop.

December 19, 2012	The City Council approved a financial report on the Citizens' Benefit Fund (CBF) and a work plan for a comprehensive grants policy review.
May 29, 2014	GIM to the City Council regarding completion of phase 1 in the Comprehensive Grants Review Process – Historical Assessment Report of the Roseville Grants program.
April 20, 2015	Joint City Council/Grants Advisory Commission Workshop to discuss policies relating to administration of the Fund and Fund investment and program options.
December 16, 2015	City Council considered and reaffirmed: 1. Retention of the Citizens' Benefit Fund (CBF) with the City to be invested and administered by the City. 2. Retention of the Grants Program and Commission with administration by the City. 3. Revision of the Citizens' Benefit Fund (CBF) Policy Manual and Guidelines, as follows: a) Accept investment strategy revisions expanding strategy consistent with Government Codes. b) Reaffirm smoothing strategy to hold back proceeds in excess of \$500K and establish new policy for annually utilizing proceeds in excess of \$500K for smoothing or special projects or community benefits. c) Reaffirm the nine (9) funding program categories. d) Retain limits on school districts and schools, as approved by the Grants Commission. e) Continue policy that the City Manager, or his designee, approve grants submitted for City requests. f) Confirm no giving priorities with each funding request to be evaluated on its own merits. g) Establish a policy for an annual needs assessment for Council to consider and establish priorities for the coming funding cycle.
June 17, 2017	City Council approved revisions to Grants Policy Documents to streamline program procedures relating to administration of Grants program. Additionally, Grants have been focused and aligned to solely private schools and non-profits entities.

November 18, 2020. City Council approved new [Implementation Strategies](#) provided by the Grants Advisory Commission based on findings from the [Community Needs Assessment](#) by Kone Consulting. Changes include:

- 1.) Service Categories
- 2.) Funding priorities
- 3.) Collaboration
- 4.) Promoting Outcomes
- 5.) Measuring Success
- 6.) Scoring Methodologies

October 18, 2023 City Council approved revisions to clarify policies relating to bid requirements and site visits by the Grants Commissioners.

[August 21, 2024](#) [City Council approved revisions to update policies relating to the California Constitutional provision from 1879 barring the use of public funds to directly aid private schools.](#)

[October 15, 2025](#) [Clarify the exclusion of grant funding for "City projects."](#)

Adopted Policies of the Grants Advisory Commission and Roseville City Council

~~1994-2023~~

Criteria for Grant Applicants

Original Criteria and Application Submittal Requirements (6/94, 2/16)
Americans with Disabilities Act Compliance (1/99)
Bids Required for Capital Expenditures to be Included (1/96, 10/99) revised 10/23
Funding for Religious or Sectarian Activities Prohibited (1/99)
Grant recipients located in Roseville (9/97)
Ownership or Long-term Lease of Property Improved by Grant Funds (11/99)
Compliance with State of California Prevailing Wage Law – SB 975 (11/02) & AB 2690 (12/04)
Tax Status (12/03)

Process-Related Policies

Annual Review (10/13, 6/17)
Recipient Reporting (11/99)
Appeal of Grant Advisory Commission Decision (9/97, 6/17)
Funds Expended within One Year (8/97)
Line Item Review (11/99)
Applicant Workshop (9/97)
Process to Amend or Extend Timeframe of Approved Grants (12/98)
Site Visits (12/03, clarified 10/23)
Application Review and Process (12/03, 2/16, 6/17)

Funding Policies

Categories and Target Maximum Amount (9/97, 12/03, 2/16, 6/17, 11/20)
Priority Areas (11/20)
Matching Funds Not Required (11/99)
Multiple Applications from One Agency (12/03, 6/17)
Multiple Year Grants (9/97, 12/03)
Perpetual Funding (11/99)
Fund Investing and Funding Source (11/05, 2/16)
Funding for Schools (11/08, 6/17, 8/24)
[City Projects \(9/1997, 10/1999, 2/2016, ~~10/~~ 2025\)](#)

Criteria for Grant Applicants

Original Criteria and Application Submittal Requirements

Adopted July 1994
Revised February 2016

The original criteria and application form were established by the Grant Evaluation Criteria Subcommittee in 1994. The subcommittee conducted public meetings on May 24, June 14, and June 27 to discuss and revise the guidelines and presented their draft, adopted by the Commission on June 27th to the City Council on July 6, 1994.

The criteria included a points/rating system that was not adopted by the Commission. A majority of the questions in the current application were as originally drafted. New policies that have amended the application over time are discussed in this manual.

In January 2014, the Grants Advisory Commission approved, and made a requirement that all, Grant Applications be submitted via an online web-based program ([exception for reasonable accommodations](#)).

Americans with Disabilities Act Compliance

Adopted January 1999

The Commission added a question to the application form requesting specific information regarding compliance with the Americans with Disabilities Act. The City is not allowed to fund programs or services by agencies that do not comply with ADA. Applicants are also required to comply with state disability laws, which in many cases are more stringent than the federal ADA law.

Bids Required for Capital Expenditures

Adopted January 1996
Revised October 1999
Revised February 2016
Revised October 2023

In January 1996, the Commission adopted a requirement for applicants to submit bids for "capital expenditures."

Capital expenditures for individual items and projects less than \$500 do not require documented bids. Capital expenditures for individual items and projects costing \$3,999 and under must have at least three (3) telephone or written bids documented/included with the submitted application. Capital expenditures for individual items and projects costing \$4,000 and above must have three (3) written bids included with the submitted application. Bids do not have to be awarded to the lowest bidder; bids should be awarded to the most responsible bidder.

If, in the rare case, the capital expenditure item or project is not conducive to bidding, an explanation in lieu of bid information should be attached to the application, e.g., in some instances, three bids are not available for specialized equipment that may be manufactured by only one or two companies. Additionally, in some cases, bids are only valid for 30 to 60 days or less, while the grant application process runs from approximately December through June for final approval, which may extend beyond the expiration date for the bids. The bids are still to be included in the application, but with notations if less than three (3) bids are included.

Bid Requirements Summary: Individual items and projects costing \$500 - \$3,999 require three (3) documented telephone, online or written cost estimates. Individual items and projects \$4,000 or greater require three (3) written cost estimates. Individual items or projects less than \$500 do not require an estimate.

Capital expenditure – An expenditure that results in the acquisition of fixed assets or additions to fixed assets that have benefits for more than one (1) year. Examples include: the acquisition of land; existing buildings; land improvements; construction of buildings; additions and remodeling of buildings; initial, additional, and replacement of equipment, furniture and fixtures, machinery, vehicles, and media materials.

Funding for Religious or Sectarian Activities Prohibited

Adopted January 1999

In January 1999, the Commission added a question to the application form asking if funding would be used to support any religious or sectarian activities. The City is allowed to fund religious organizations, but the activity, project or program cannot include the promotion a particular religious belief. The City is prohibited from funding religious activities based on laws governing the separation of church and state.

Grant Recipients Located in Roseville

Adopted September 1997

The Commission and Council specified that grant recipients are to be located in Roseville rather than previous wording stating that grant recipients are to be "local." In practice, this has been interpreted by the Commission to mean that grant recipients that provide service in Roseville, but may have headquarters or offices in other locations, are eligible for funding.

**Ownership or Long-Term Lease for Properties
Improved by Grant Funds**

Adopted November 1999
Revised February 2016

Concerns were raised during the 1999-2000 grant funding cycle regarding the investment in properties by grant applicants who do not own the property. The public funds are therefore making the property of a private citizen more valuable. Grant applicants are required to submit ownership documents and/or copies of lease agreements that reveal how long the property will be leased by the applicant. With long-term leases, the value of any capital improvements will depreciate over time and benefit the grant recipients directly. The Commission recommended and the Council adopted a policy to review the applicants with long-term leases on a case-by-case basis. Staff is to look at the amount of grant funding requested and the use of the funds in particular.

Compliance with California Prevailing Wage Law – SB 975

Adopted November 2002
Revised December 2004
Revised February 2016

The California Labor Code as amended by SB 975 in 2000 affects applicants to the Citizens' Benefit Fund in two ways: the requirement to pay prevailing wages for public or private works of improvement that receive public funds and the use of volunteer labor.

By Interoffice Memorandum from the City Attorney's Office to the City Manager's Office dated September 20, 2002, the attorney clearly states applicants must comply with the SB 975. The memo details the policy for the State Prevailing Wage Laws and the Applicability to Volunteer Labor. The memorandum is attached as Appendix G to the Policy Manual.

By Interoffice Memorandum from the City Attorney's office to the City Manager's office dated August 31, 2004, the requirement that prevailing wages be paid to volunteers on public works projects was repealed by urgency legislation signed by the Governor.

Under the new law, AB 2690, the requirement to pay prevailing wages does not apply to volunteers, volunteer coordinators, or members of the California Conservation Corps or Community Conservation Corps. Although a volunteer cannot be paid, the volunteer may receive reasonable meals, lodging, transportation, and incidental expenses or nominal non-monetary awards without losing volunteer status if those benefits and payments are not a substitute form of compensation for work performed. The Memorandum is attached as Appendix H to the Policy Manual.

State Prevailing Wage Laws. Any grant applicant receiving \$1,000 or greater in public monies, in this case, Citizens' Benefit Fund, must pay prevailing wages to all workers employed on public works. Public works actually includes any public or private work of improvement, and is defined as "construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds." (Labor Code Section 1720 (a)(1)).

Exceptions to the law include public utility improvements, carpet installation, transportation projects, and certain residential and low-income housing projects. (Labor Code Section 1720(a)).

An applicant or their advisor may request the Director of Industrial Relations to provide an opinion as to the applicability of SB 975 to their project. Previous opinions and current prevailing wages can be found at the state agency's web-site: www.dir.ca.gov.

Tax Status

Adopted December 2003
June 2017

The Grants Advisory Commission is recommending that only agencies with the following tax status be eligible for funding.

- 501(C) 3
- 501(C) 4
- Private schools

Applications from agencies that are not within one of these categories will be ineligible. For example, 501 (C) (6) are not eligible because 1) by definition they exist primarily to serve their members rather than the community at large and 2) they can lobby and take political positions on issues, thus creating potential for conflict of interest.

Process-Related Policies

Annual Review

Adopted October 2013
Revised February 2016
Revised June 2017

The Grants Staff Liaison will annually review the Grant Application and Guidelines, and make revisions to improve efficiencies. The Grant Application and Guidelines shall reflect, but is not limited to: 1) current funds available; and 2) Council priorities, if identified.

Recipient Reporting

Adopted November 1999
Revised November 2005, 2008
Revised February 2016

Beginning with the 2009-10 funding cycle, applicants who fail to submit a Final Report for a grant received from the preceding funding year are not eligible to apply during the subsequent funding year, or any future funding cycle until at least one year after the Final Report has been submitted.

Beginning with the 2006-2007 funding cycle, each recipient is required to submit a report describing the expenditures and accomplishments achieved with the grant funds. The report is due within 30 days of the end of the grant period. In addition, the Commission at its discretion may also require a grant recipient to submit a "mid-year" report due six months from the grantee's initial receipt of funds.

Appeal of Grant Advisory Commission Decision

Adopted September 1997
Revised June 2017

There is no appeal of Grant eligibility made by the Grants Staff Liaison or allocation recommendation made by the Commission. Final allocation decisions are made by the City Council.

Funds Expended within One Year

Adopted August 1997

Based upon several requests from agencies that funds be carried over to another fiscal year, or be used for additional purposes, the Commission voted to revise all forms stating that funds must be expended during the fiscal year for which the grant was included in the City budget. The Citizens' Benefit Fund contract was also amended to state that all funds must be spent with one year.

Line Item Review

Adopted November 1999

The City Council reaffirmed a standing practice that individual grant applications may be reviewed by the City Council following the recommendations being forwarded by the Grants Advisory Commission. The City Council reviews the recommendations as part of the annual budget adoption in June of each year. Councilmembers may "pull" individual grant applications for discussion, questions, and separate action.

Applicant Workshop

Adopted September 1997
Revised November 2004
Revised February 2016

The Grants Advisory Commission strongly encourages that a representative from each applying agency attend the applicant workshop, held on ~~the~~[approximately the](#) 2nd Tuesday of January.

Process to Amend or Extend Timeframe of Approved Grants

Adopted December 1998

In September 1998, the Commission determined that a formal process should be established to clearly define the requirements in the event a change to an approved grant was requested by a grant recipient. Through the work of Policy Subcommittee members, Sylvia Besana, Carol Garcia, and Susan Rohan, guidelines and a standard form were drafted for use by future applicants. Appendix [EF](#) includes the Guidelines and Form approved by the City Council on December 16, 1998. As stated in the Guidelines, the City does not encourage amendments to approved grants. Circumstances may warrant flexibility by the Grants Commission and the City Council; however, only if the criteria established by the Policy Subcommittee are met and the amendment process is followed.

Site Visits

Adopted December 2003
Revised February 2016
Revised October 2023

The Commission reached consensus to NOT conduct site visits during the application period - beginning when applications become available to applicants until City Council takes action on funding recommendations (approximately, December through June— and to limit visits to other times during the year.

If individual Grants Commissioners visit applicants during the process of reviewing grants, they may receive information in addition to that contained in the written application that is not received by the other Commissioners (in addition to general Brown Act considerations). The City's criteria specifically states the grant will be awarded based upon the written materials provided to the Commission for its consideration.

For clarity, "site visits" includes visiting the physical location(s) or site(s) of an applicant or anticipated applicant (collectively, "applicant") of grant funding, as well as attending, participating, or visiting, a location where an applicant(s) is hosting, co-hosting, sponsoring, or otherwise engaged in carrying out an event, program, open house, or activity.

Application Review and Process

Adopted December 2003
Modified October 2013

Citizens' Benefit Fund Policy Manual 12
[2024](#)[2025](#)

Amendments [August](#)

Revised February 2016
Revised June 2017

The Grants Commission Staff Liaison shall review and either approve or disqualify each grant application. Staff will make their decisions based upon the materials submitted by the agency and/or organization. Grant applications submitted without required and/or complete documents will be disqualified. Grant applicants do not have the right to appeal disqualifications.

The Grants Advisory Commission will meet in the Council Chambers on the second Tuesday of April, [or as otherwise agendized](#), to review and recommend final funding for each grant application.

Funding Policies

City Projects

Adopted September 1997
Reaffirmed October 1999
Revised February 2016
[Revised June 2025](#)

Due to the limited amount of funding in the community and the high level of local need for qualifying projects, City projects and programs will not ~~longer~~ qualify for funding. "City projects" is inclusive of capital expenditures, alterations, modifications, construction, City public works projects, etc. directly involving City property, land, and facilities; also inclusive of any activity in which the City would be considered a project lead or require active City staff participation to facilitate the project, beyond normal permitting, entitlement, and planning/building processing for applications submitted thereto. (Certain exceptions may exist on specific facts arising out of City property leased to another party and subject to the terms of the lease.)

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Categories and Target Maximum Amount

Adopted September 1997
Revised December 2003
Revised February 2016
Revised June 2017
Revised November 2020

In keeping with the original intent of the sale of the Roseville hospital to "Improve the Quality of Life for the Citizens of Roseville", Service Categories have been aligned with Social Determinants of Health as interpreted in the Kone Consulting community workshops with the goal of making Roseville a healthier community. The City Council approved updated funding Service Categories as follows:

- Neighborhood and Physical Environment – Improved access to safe and affordable housing for all
- Food – Increased access to healthier food options for lower income communities
- Health and Wellness – Improved physical, mental, and behavioral health and wellness
- Community and Social Context – Improved access to arts and cultural resources for all and a kinder, more inclusive and connected community
- Education – More vocational training and educational opportunities for all ages

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For a more detailed definition of previously approved CBF Categories, please refer to the 2013 Historical Assessment of the Roseville Grant Program (Appendix I). At its discretion, the Grants Advisory Commission, with action by the City Council, may wish to prioritize the above-stated categories for CBF funding for a given application year.

Funding Priorities

Adopted November 2020

The target goal is to divide the grants awards among the three areas described below. The Commission will work to fund grant requests to the extent it is reasonable based on funds available, the applications received and the consensus on merit of the proposals in a given year.

The City Council approved the addition of the following funding priorities:

1. Strategic, one-time grants for innovative projects or programs, capital improvements or new initiatives. Examples of these "special" grants may be:
 - **New Initiatives** – Applicant identifies a need, service, or opportunity in the ___ community that could offer an enhanced and improved quality of life or ___ experience in Roseville.
 - **Innovative Ideas** – Based on models from other areas or agencies and attempting to take a new approach in providing opportunity to enhance or ___ improve quality of life or experience in Roseville.
 - **One-time requests** – If applicants need special consideration on a single ___ request basis.
2. Operational/Mission support grants for programs or projects that demonstrate effectiveness addressing a community need. Grant recipient can reapply in future years for this priority area.
3. Smaller requests of up to \$10,000 which can go towards either new programs/projects or support existing operations which have demonstrated effectiveness at meeting community needs.

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Matching Funds Not Required

Adopted November 1999

The City Council approved the Grants Advisory Commission recommendation that matching funds not be required of grant applicants. Mandating that matching funds be required would limit the application numbers and the flexibility of the Commission and Council to award grants to worthy applicants. Matching funds will be a component of the evaluation by Commissioners and Council in determining which applicants have demonstrated their commitment to a ~~project~~, ~~but project but~~ will not be mandatory.

Multiple Applications from One Agency

Affirmed December 2003
Revised November 2004
Revised June 2017

The Commission agreed that the practice of allowing multiple grant applications from a single agency should not be continued. The City Council has directed the Commission to issue fewer larger grants.

Multiple Year Grants

Adopted September 1997
Reaffirmed November 2020

The Grants Advisory Commission and City Council discussed, but voted against allowing grant applicants to apply for funding beyond one fiscal year. Funding is only available for the fiscal year in which the grant is approved.

The Commission and Council affirmed this policy after discussion in 2020.

Perpetual Funding

Adopted November 1999
Reaffirmed December 2003

The City Council approved the Grants Advisory Commission recommendation that no limit be set on the number of years a grant applicant may receive funding. Grant applicants will be judged on their individual merit each year.

The Commission and Council affirmed this policy after discussion in 2003. There are several agencies that receive repetitive funding from the Citizens' Benefit Fund. In fact, five organizations have received funding in all of the past ten funding cycles, and six organizations have received funding in eight of the last ten funding cycles. The Commission agreed that because the agencies provide worthy services to the community and Commissioners do an independent evaluation each year, there should not be a limit on repetitive funding.

Fund Investing & Funding Source

Adopted November 2005
Revised February 2016

Grant Funds shall be invested in accordance with the Government Code §53601, as determined by the City's Chief Financial Officer or his designee.

Grant Fund proceeds in excess of \$500,000 shall be retained for smoothing during lean years and/or special project or community benefits, as approved by the City Council.

The Grants Advisory Commission may award grants from multiple funding sources. In the event that an applicant meets funding criteria for more than one funding source, the Commission has the discretion to make awards from any or all funds for which any individual applicant is eligible.

Grant Requests from Schools

Adopted November 2008
Revised June 2017
Revised August 2024

Private School and non-profit Parent-Teacher Clubs, Booster Clubs and non-profit school-based programs are eligible to apply and are limited to one grant request per site.

Funds will not be awarded directly for private schools (a private school is any school not under the exclusive control of the officers of the public schools; public charter schools are generally not private schools), unless it is clear that any benefit to a private school is, at most, merely an "incidental" or "indirect" effect, and the direct benefit is improving the quality of life for the

citizens of Roseville. For example, a private school passing through funds to provide food security to its students who are citizens of Roseville has no direct benefit to the private school itself, providing direct benefit, though, to our citizens.

Appendices (to be replaced/updated annually by City staff as needed)

Related Ordinances - Appendix A

Funding Guidelines for Current Year - Appendix B

Grant Application for Current Year - Appendix C

Sample Grant Agreement - Appendix D

Request for Amendment to CBF Grant - Appendix E

Memorandum re: SB975 and Citizens' Benefit Fund - Appendix F

Memorandum re: AB 2690 and Citizens' Benefit Fund - Appendix G

2013 Historical Assessment of the Roseville Grant Program – Appendix H

Implementation Strategy 2019/20 Kone' Consulting's CNA - Appendix I

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City Council Communication

Meeting Date: 10/15/2025

Item #: VI.3

File #: 0203-04

Item ID: 2025-715

Title:	Shared Services Assessment (RFP 04-032) - Professional Services Agreement
Contact:	Tobi Thomas 916-746-1368 tthomas@roseville.ca.us

SUMMARY

Staff recommends approval of a professional services agreement with Raftelis in the amount of \$174,250 to conduct a Shared Services Assessment. Raftelis will perform a comprehensive review of functions that span multiple City departments, which can be delivered through a centralized, decentralized, or hybrid structure, in order to identify potential opportunities to strengthen organizational structure, enhance service delivery, and ensure long-term sustainability. Funding is included in the General Fund budget.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve a professional services agreement with Raftelis for the Shared Services Assessment and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The City is committed to continuous improvement and delivering exceptional service to its residents. The recommended assessment reflects the City's proactive effort to strengthen organizational structure, enhance service delivery, and ensure long-term sustainability. By reviewing shared service functions across departments, this assessment will explore whether a more coordinated model could support the same goals with greater efficiency and improved outcomes.

Shared Services are functions that span multiple City departments and can be delivered through a centralized, decentralized, or hybrid structure. While these functions may currently reside in individual departments, perform similar tasks, and support common goals, they may present opportunities for better alignment, collaboration, professional development and resource efficiency across the City organization.

While the primary goal is operational efficiency, fiscal responsibility is also a critical driver of this assessment. Any recommendations should also identify potential cost savings. If restructuring or consolidation is recommended, it must demonstrate not only improved effectiveness but also measurable financial benefits. This approach supports the City's commitment to good governance, responsible stewardship of public resources, professional development opportunities, and continued investment in high-quality services for the Roseville community.

Staff published a Request for Proposals (#04-032) on June 24, 2025, for professional services to conduct the assessment. On August 14, 2025, three (3) firms submitted proposals to the City Clerk's office for review and consideration. Based upon review of the proposals, Raftelis ranked the highest based on the evaluation criteria outlined in the RFP.

FISCAL IMPACT

The not-to-exceed amount of the recommended professional services agreement is \$174,250 and 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. Approval of a professional services agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world
6. Deliver exceptional City services

Respectfully Submitted,
Tobi Thomas, Management Analyst

Dennis Kauffman, Chief Financial Officer/Assistant City Manager

ATTACHMENTS:

1. Resolution 25-328
2. Professional Services Agreement

REVIEWERS:

Tobi Thomas, Public Affairs and Communications Department	Created/Initiated - 9/29/2025
Heather Blanco, City Manager Department - City Manager	Approved - 9/29/2025
Dominick Casey, City Clerk Department	Approved - 9/29/2025
Gretchen Hakala, City Attorney Department	Approved - 9/29/2025
Katrina Six, City Clerk Department	Approved - 9/30/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/1/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/1/2025
Katrina Six, City Clerk Department	Final Approval - 10/2/2025

RESOLUTION NO. 25-328

APPROVING A 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 professional services agreement for a Shared Services Assessment, 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 professional services agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Shared Services Assessment

THIS 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 desires professional services consisting of a Shared Services
Assessment; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP #04-032, dated
August 14, 2025, which describes the scope of work to be performed by CONSULTANT, the
budget for the work, and the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

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

EXHIBIT "A". Total compensation shall not exceed one hundred seventy-four thousand, two hundred fifty dollars (\$174,250).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office (“ISO”) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

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

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

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

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

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining

agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

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

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

10. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all

conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

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

12. The Levine Act Disclosure. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to CITY elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the CITY decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by CONSULTANT and/or its agent(s), CONSULTANT is responsible for compliance, including for its disclosure obligations, if any, as further described at:

https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

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

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it

will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the

Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days

advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

19. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

21. 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.

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

CITY OF ROSEVILLE

Heather Blanco
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Nancy Hetrick
227 W. Trade Street, Ste. 1400
Charlotte, NC 28202

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

RAFTELIS FINANCIAL
CONSULTANTS, INC., a North Carolina
corporation

BY: _____
DOMINICK CASEY
City Manager

BY: R. C. Bull
its: President/CEO

ATTEST:

and
BY: U. L. L. L.
its: Executive Vice President

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

APPROVED AS TO SUBSTANCE:

BY: **Dennis Kauffman**
Digitally signed by Dennis Kauffman
Date: 2025.09.29 08:11:40 -07'00'

DENNIS KAUFFMAN
Chief Financial Officer/Assistant
City Manager

EXHIBIT “A”

City of Roseville

Shared Services Assessment

RFP NO. 04-032 / AUGUST 14, 2025



August 14, 2025

Mr. Dennis Kauffman
Assistant City Manager/Chief Financial Officer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Subject: Proposal for Shared Services Assessment (RFP No. 04-032)

Dear Mr. Kauffman:

Raftelis knows the City of Roseville (City). Over the years, we have served as a trusted advisor to the City on a wide range of projects—supporting multiple Citywide and department-specific strategic planning initiatives, conducting financial and cost-of-service studies, and facilitating strategic planning sessions with the City Council. Our work has spanned diverse functions, from water and wastewater strategy to fire department planning, giving us a deep and nuanced understanding of Roseville’s operations, values, and priorities.

This baseline knowledge allows us to begin the Shared Services Assessment with an informed perspective, enabling us to move quickly into the substantive analysis the City is seeking. We understand the importance of evaluating how each targeted service is currently delivered—whether centralized, decentralized, or hybrid—and providing clear, implementable recommendations that will enhance service levels, improve consistency, and strengthen collaboration across departments. Combined with our national expertise in organizational assessment and shared services evaluation, this longstanding partnership uniquely positions us to deliver practical solutions that fit Roseville’s culture, resources, and future goals.

We understand that the City is seeking an objective, comprehensive review of selected service areas to identify the advantages, disadvantages, and operational implications of each. The City’s goal is not to force-fit a particular structure, but to enhance service levels, improve consistency, and strengthen coordination and collaboration across departments. Raftelis offers several distinct advantages for this work:

- **A tailored, practical approach:** Our methodology is proven but fully customizable to reflect the unique context, operations, and priorities of Roseville. It is designed to build on existing strengths, address identified challenges, and deliver recommendations grounded in fact-based analysis that the City can implement with confidence.
- **An experienced and specialized team:** Our project team brings both practitioner and consulting experience across every functional area identified in the RFP, ensuring that each service is evaluated by someone who understands it from the inside out.
 - Utilities (water, wastewater, stormwater)
 - Fleet and facilities management
 - Finance and budget

- Human resources and organizational development
- Information technology and data management
- **We prioritize implementation and change management:** In addition, we bring nationally recognized expertise in communications and change management—capabilities that will help translate project findings into an actionable plan forward. Our approach not only supports efficiency and cost-effectiveness but also ensures that the quality of service is maintained or improved.
- **Proven ability to deliver results:** We have helped hundreds of cities nationwide evaluate service delivery options, identify cost-effective solutions, and implement changes that achieve lasting operational improvements without compromising service quality.

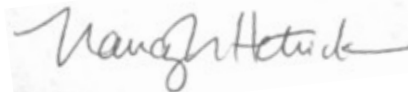
We are proud of the capabilities we bring and the value we have provided to Roseville over the years. Raftelis will perform the services and adhere to the requirements described in the RFP. We welcome the opportunity to build on this history and to assist the City with this important initiative. I am authorized to represent the firm. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



Jonathan Ingram
Vice President

P: 513.221.0500 / E: jingram@raftelis.com
F: 828.484.2442



Nancy Hetrick
Vice President

P: 408.674.3369 / E: nhetrick@raftelis.com



Giving back

The Raftelis Charitable Gift Fund seeks to make a difference on issues that matter to our clients and employees by helping build sustainable, inclusive communities locally and worldwide. We do this by allocating company profits and employee contributions of time and money. We support organizations that:

- Promote efficient, sustainable resource use
- Advance diversity, equity, and inclusion within the public sector
- Invest in access to clean water and sanitation
- Help vulnerable communities by addressing affordability issues

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TAB A: FIRM'S QUALIFICATIONS

Who We Are

RAFTELIS: HELPING LOCAL GOVERNMENTS AND UTILITIES THRIVE.



Since our founding in 1993, local government and utility leaders have partnered with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We've helped more than 700 organizations in the last year alone. We provide trusted advice, and our experts include former municipal and utility leaders with decades of hands-on experience running successful organizations. People who lead local governments and utilities are innovators—constantly seeking ways to provide better service to the communities that rely on them. Raftelis provides management consulting expertise and insights that help bring about the change that our clients seek.

We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit the City and help to make this project a success.

RESOURCES AND EXPERTISE: This project will require the resources necessary to effectively staff the project and the skillsets to complete all required components. With more than 190 consultants, Raftelis has one of the largest local government management and financial consulting practices in the nation. Our depth of resources will allow us to provide the City with the technical expertise necessary to meet your objectives. In addition to having many of the industry's leading management and financial consultants, we also have experts in key related areas, like stakeholder engagement and data analytics, to provide additional insights as needed.

DECADES OF COLLECTIVE EXPERIENCE: Our associates and subject matter experts have decades of experience strengthening local municipalities and nonprofit organizations. They've served in a wide range of positions, from city manager to public works director to fire chief.

PERSONAL SERVICE FROM SENIOR-LEVEL CONSULTANTS: You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While other firms may assign your business to junior-level people, our approach provides exceptional service from senior-level consultants.

NICHE EXPERTISE: Our expertise lies in strengthening public-sector organizations. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a specific group of clients.

Subconsultants

Because we possess the in-house knowledge and experience necessary for this work, no subconsultants will be used. All team members are Raftelis employees.

FIRM CAPABILITIES



FINANCE: Promote financial integrity and the equitable recovery of costs to achieve your objectives

- Rate, charge, and fee studies
- Financial and capital planning
- Cost of service and cost allocation
- Customer assistance programs
- Affordability analysis
- Utility valuation
- Budget development
- Financial condition assessments
- Debt issuance support
- Economic feasibility and analysis
- Regulated utility support



COMMUNICATION: Inform and engage with your stakeholders to build understanding and support

- Strategic communication planning
- Public involvement and community outreach
- Public meeting facilitation
- Graphic design and marketing materials
- Media and spokesperson training
- Risk and crisis communication
- Social media strategy
- Visual facilitation
- Virtual engagement
- Technical writing and content development



STRATEGIC PLANNING/FACILITATION:

Plan for the future to guide your organization to success

- Organization, department, and community-based strategic planning
- Climate action planning
- Effective Board / Commission / Council governance
- Retreat planning and facilitation



STORMWATER UTILITY SERVICES: Implement sustainable financial practices to equitably fund your stormwater program

- Stormwater utility development and implementation support



ORGANIZATIONAL ASSESSMENT: Identify needs, plan for the future, and implement positive changes

- Organizational and operational assessments
- Performance measurement
- Staffing analysis
- Sustainability
- Organizational climate and culture
- Asset management and operations
- Regional collaboration and service sharing



TECHNOLOGY: Gain insights from your data and develop tools to increase effectiveness and engagement

- Cybersecurity services
- Strategic technology planning services
- Financial management technology services
- Customer management technology services
- Maintenance and asset management technology services
- Data management, analytics, and visualization
- Custom software solutions



EXECUTIVE SERVICES: Identify and develop top talent to lead local governments and utilities

- Executive recruitment
- Executive coaching
- Executive performance evaluations

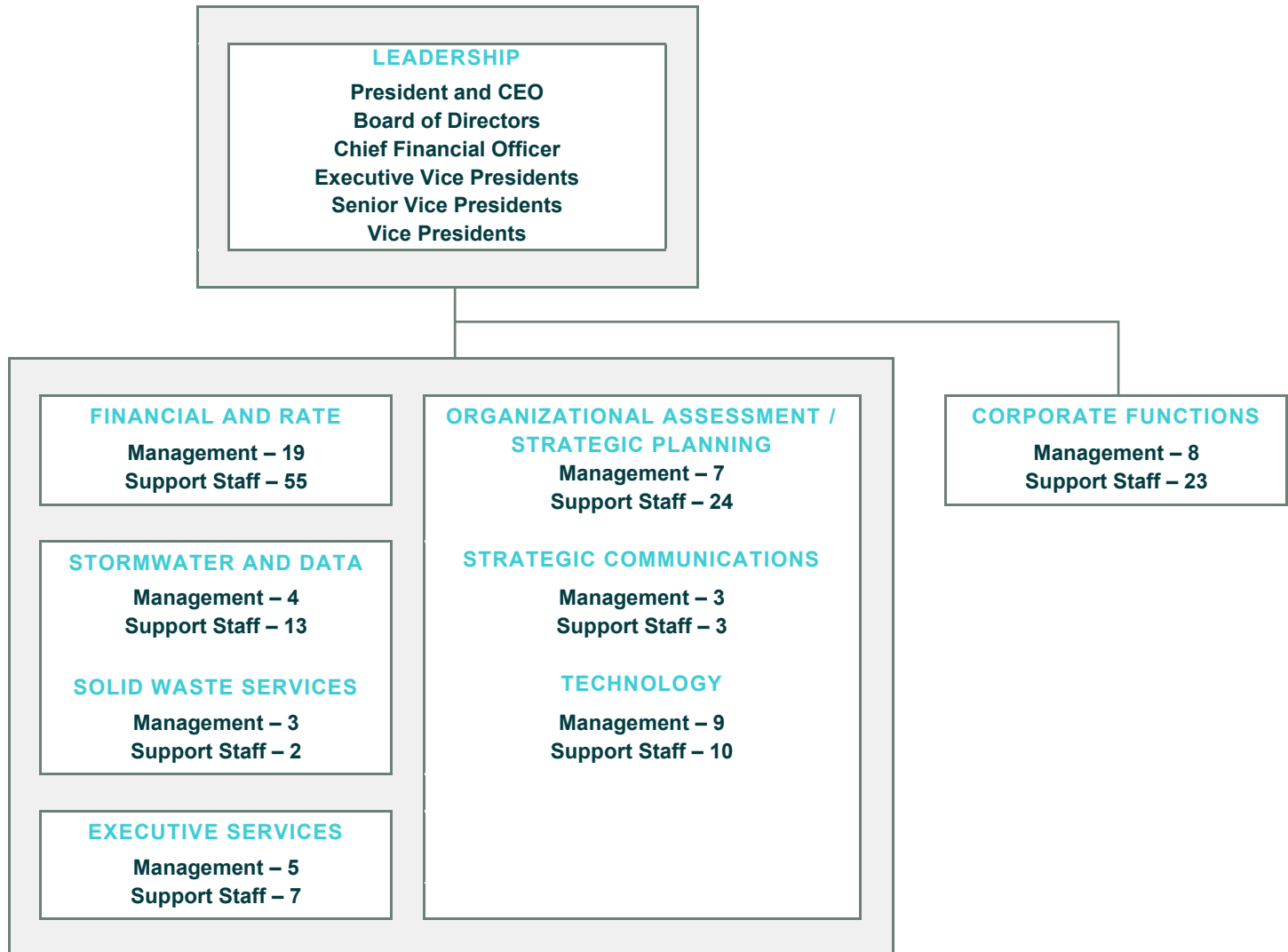


SOLID WASTE SERVICES: Deliver effective solid waste services while ensuring financial sustainability and customer engagement

- Solid waste plans & sustainable materials management planning & implementation
- Grant application assistance
- Billing technology planning and implementation
- Collection/routing and disposal/processing planning, procurement, and implementation
- Rates and financial modeling
- Benchmarking and best practices
- Regulation and compliance
- Communications and public engagement

Firm Organization Chart

Over the last five years, our firm has grown from 97 to 224 employees. Raftelis' staff consists of some of the most knowledgeable and skilled consulting professionals in the municipal consulting industry. The organizational chart below shows the full organization and reporting structure of our firm.

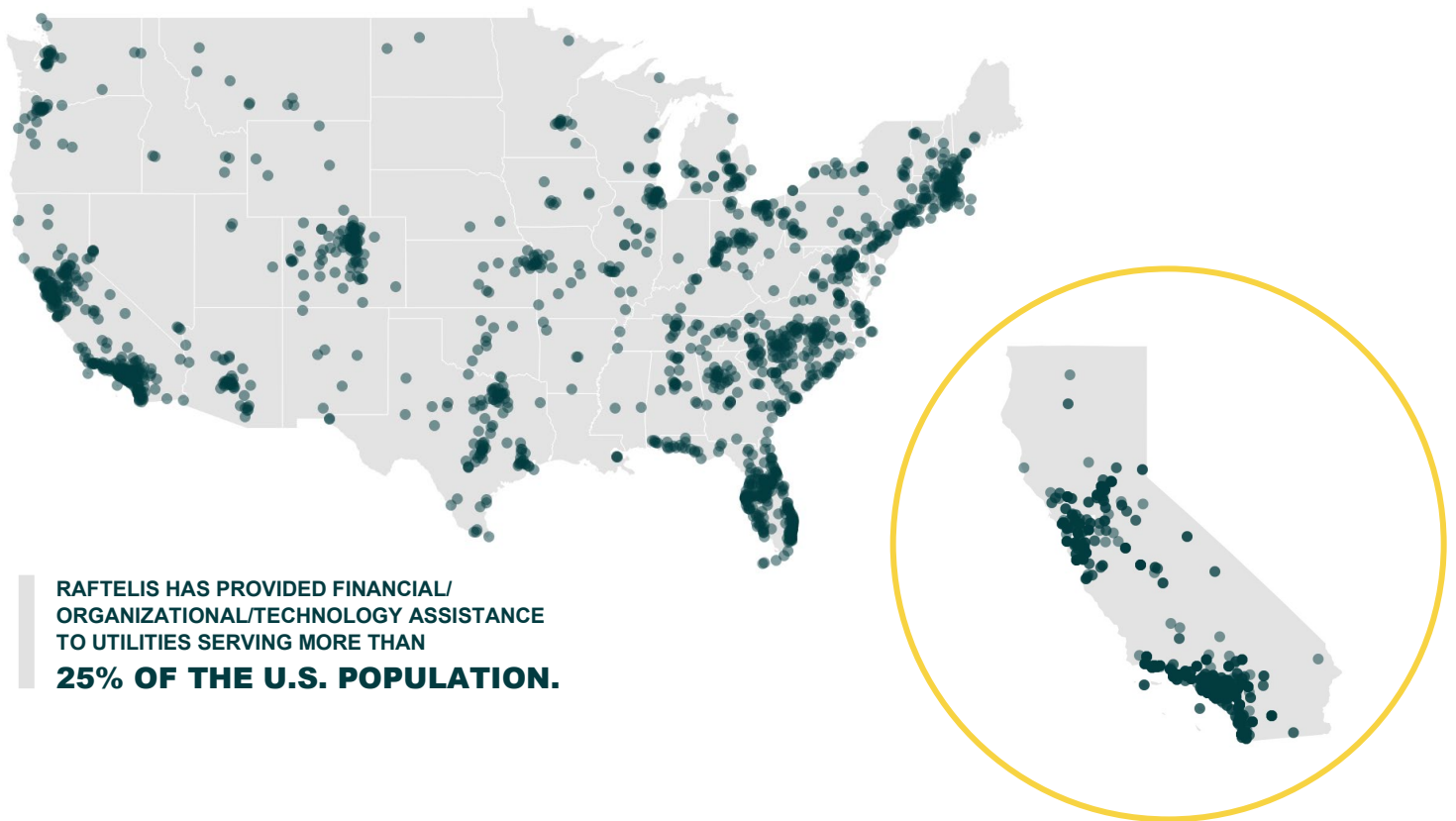


TAB B: EXPERIENCE AND REFERENCES

Experience and References

RAFTELIS HAS THE MOST EXPERIENCED UTILITY FINANCIAL AND MANAGEMENT CONSULTING PRACTICE IN THE NATION.

Our staff has assisted more than 1,700 public agencies and utilities across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 1,300 financial, organizational, and/or technology consulting projects for over 700 agencies in 47 states, the District of Columbia, and Canada. In addition, we have assisted over 350 utilities and local governments in California. In this section, we have provided descriptions of projects that we have worked on that are similar in scope to the City's project. We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.



City of Long Beach CA

Reference: Tom Modica, City Manager

P: 562.570.5091 / E: citymanager@longbeach.gov

Omar Ramos, Manager of Administration

P: 562.570.6060 / E: omar.amos@longbeach.gov

411 W. Ocean Boulevard, Long Beach, CA 90802

Dates: April 2024 - Present

The City of Long Beach (City) placed a ballot measure before voters in November 2024 to amend the City Charter to establish one consolidated human resources function, modify the duties of the Civil Service Commission, and rename the Commission to the Civil Service Employee Rights and Appeals Commission. All administrative responsibilities provided by the Civil Service Department would be transferred to the Human Resources (HR) Department. The City engaged Raftelis to partner with HR and City leadership to help prepare for potential integration should the ballot measure pass. Key deliverables included an integration roadmap, a facilitated workshop with leadership to discuss and assign key priorities for integration, and initial process improvements to achieve performance goals as outlined in the Charter amendment.

Subsequently, Raftelis was again engaged to assist the City in preparing the HR Department to assume responsibility for the functions served by the separate Civil Service Department. The City Council had placed a Charter Amendment on the ballot, and in anticipation of its passage, the City began the process of identifying changes needed to integrate two separate departments. Our work involved information gathering at the outset, including an employee survey, a wide variety of interviews (stakeholders, executives, HR staff), and an initial roadmap of integration elements.

Pinellas County FL

Reference: Joe Lauro CPPB/CPPO, Director, Department of Administrative Services

P: 727.464.4710 / E: jlauro@pinellascounty.org

400 Ft. Harrison Avenue, Clearwater, FL 33756

Dates: February 2020 - August 2020

In February 2020, Pinellas County (County) engaged the firm to complete an organizational assessment of the County's Fleet Management operations. The Fleet Management function provides maintenance and repairs to County vehicles and equipment and manages a fuel program with 17 fuel sites across the County to support operations. The goal of this assessment was to evaluate fleet management and fuel operations, including organizational structures, facilities, tools, and processes, and to assess the use of industry best practices. This review was informed by interviews with 22 Fleet Management staff as well as interviews with representatives from customer departments such as Public Works and Parks and Conservation Resources. Site visits and tours of the Central Fleet Garage, four sub shop locations, and the 17 fuel sites provided context for the scope of the fleet operations and quality of facilities. In addition, Fleet Management provided several documents and data regarding the division's operations, performance, and workload. This information was analyzed along with publicly available documents such as County budgets and Capital Improvement Program (CIP) information.

As an element of the review process, the County requested an analysis identifying the optimal arrangement of fuel sites throughout the County and a summary of recommendations to inform capital budgeting discussions. The goal of this analysis was to determine the number of fuel sites and fueling options necessary to maintain existing service levels to County operating departments, maintain fuel reserve resiliency in case of natural disasters, and minimize

the operating and capital costs necessary to support fueling operations. The fuel site assessment was informed by extensive analysis of fuel data, the geographic distribution of fuel sites relative to County operating needs, and the anticipated capital and operating costs necessary to maintain fueling infrastructure.

Napa Sanitation District CA

Reference: Andrew Damron, General Manager

P: 707.258.6007 / E: adamron@napasan.com

1515 Soscol Ferry Road, Napa, CA 94558

Dates: July 2023 – April 2024

In July 2023, the Napa Sanitation District (District) engaged the firm to review organizational structure and staffing in its Administration Division (including Clerk, Finance, and Human Resources), Engineering Services Division, and Collection Services workgroups. The firm conducted on-site interviews with key staff members, reviewed data and documents, toured facilities, and presented preliminary recommendations for improving effectiveness and providing career paths for staff. The firm continues to work with the District on a phased plan to address issues, presenting critically needed positions to the Board prior to the presentation of a comprehensive plan.

City of Hillsboro OR

Reference: Rahim Harji, Assistant City Manager

P: 503.681.6447 / E: rahim.harji@hillsboro-oregon.gov

150 E. Main Street, Hillsboro, OR 97123

Dates: 2023

The City of Hillsboro (City) engaged our team in 2023 to develop an Asset Management Strategic Implementation Plan that would serve as the foundation for long-term capital planning and execution. Building on prior efforts initiated in 2021, the project sought to move beyond isolated asset management practices toward a unified, organization-wide framework that would guide strategic decision-making, capital investment, and service delivery. In Phase 1, we collaborated with staff and process owners to assess the current state of asset management across the City and to define a shared vision and values for the program. A workshop with City stakeholders helped articulate desired future outcomes and identify priority areas for improvement—establishing a roadmap for governance, data integration, and program development. In Phase 2, our team synthesized feedback and findings into 41 recommendations forming an asset management framework aligned with the City’s long-term strategic goals. Central to this effort was developing a governance structure and decision-making process that ensured asset management practices directly informed capital prioritization and project execution.

The City also engaged Raftelis in 2023 to perform an operational assessment of its Facilities Management function. The purpose of this study was to analyze facilities operations to determine the optimal organizational structure and staffing needed and to enhance the work planning and execution processes. To accomplish this, the project team conducted virtual interviews with 22 City staff, including all Facilities Management staff and staff from the City Manager's Office, Information Services Department, and Finance Department. The resulting report included recommendations to improve management and administrative support, work planning and staff capacity, and capital project management.

Dublin San Ramon Services District CA

Reference: Jan Lee, General Manager

P: 925.875.2204 / E: jlee@dsrsd.com

7051 Dublin Boulevard, Dublin, CA 94568

Dates: June 2022 – February 2025 (Phase I and II)

With a goal to ensure appropriate staffing and organization structure, Dublin San Ramon Services District (DSRSD) engaged Raftelis in 2022 to provide a workforce study of its Operations Department, including water, wastewater, and recycled water operations. The work included interviews with managers and staff workgroups, onsite tours, benchmarking against other peer agencies, and an online survey of staff. Raftelis presented a recommendation to the Board to add nine positions over the next five years to enhance its preventive maintenance, laboratory and regulatory reporting functions, and administrative support.

We returned in 2024 to perform an organizational assessment of all remaining departments, including the General Manager's Office, finance, human resources, engineering, customer service, and field services. The resulting recommendations helped address staffing and vacancy concerns in specific areas and improve operations.

City of Laguna Beach CA

Reference: David Kiff, City Manager

P: 949.497.0704 / E: dkiff@lagunabeachcity.net

505 Forest Avenue, Laguna Beach, CA 92651

Dates: August 2024 – January 2025

In 2024, the City of Laguna Beach (City) engaged Raftelis to provide a comprehensive assessment of its Finance Department (Department), including process integrations with the City Treasurer. The Department had experienced significant staff turnover, the implementation of a new financial system, and performance concerns in recent years. Project work included interviews with staff and other City departments, a review of audit findings and City documents, and a comparison of Government Finance Officers Association (GFOA) and Governmental Accounting Standards Board (GASB) best practices. The resulting project report addressed structure, staffing levels, performance measures, and improvements to internal controls and processes to serve as a roadmap for the Department moving forward.

City of Arroyo Grande CA

Reference: Matt Downing, City Manager

P: 805.473.5400 / E: mdowning@arroyogrande.org

300 E. Branch Street, Arroyo Grande, CA 93420

Dates: December 2024 – May 2025

The City of Arroyo Grande (City) engaged Raftelis to perform a high-level organizational assessment of its City Manager's Office, Legislative and Information Services, Administrative Services, Community Development, Recreation Services, and Public Works Departments. The City sought to align organizational structure and staffing levels with City goals and service levels. The recommendations considered economic development resources and programming to support revenue growth, optimal staffing to meet administrative workload demand, and opportunities for operational efficiency across all departments evaluated.

City of Hayward CA

Reference: Dustin Claussen, Former Assistant City Manager, now Deputy City Manager – City of San Leandro
P: 510.577.3354 / E: dclaussen@sanleandro.org
777 B Street, 4th Floor, Hayward, CA 94541
Dates: February 2024 – September 2024

In 2024, the City of Hayward (City) engaged the firm to assist with a review and assessment of operations and organization structures in its Public Works & Utilities and Maintenance Services Departments. The goal of this engagement was to identify opportunities for improved efficiency and effectiveness of operations, staffing, organizational structure, technology, processes, and policies. The resulting analysis recommended that the City focus first upon recruiting and retention of staff in order to fill several vacant positions. In addition, recommendations included moving the Maintenance Services Department from focusing on reactive responses to nuisance calls, such as graffiti and homeless encampments, to proactive maintenance of City infrastructure, which was falling behind. Improving sharing and communication with staff located separately at the Corporate Yard facility was also among the report recommendations.

City of Richmond CA

Reference: Nickie Mastay, Deputy City Manager
P: 510.620.6609 / E: nickie_mastay@ci.richmond.ca.us
450 Civic Center Plaza, Richmond, CA 94804
Dates: August 2023 – June 2024

In 2023, the City of Richmond (City) engaged the firm to perform a Citywide staffing analysis. Richmond, located in the Bay Area northeast of San Francisco, is a City of 120,000 with over 700 authorized staff positions. Our team conducted interviews across all departments, including Executive and Internal Services, Finance, Public Works, Community Development, Community Services, Economic Development, Police, and Fire. We presented our observations and recommendations to the City Council, which included specific staffing and operating efficiency recommendations across all operating departments.

City of Coachella CA

Reference: Bill Pattison, Finance Director
P: 760.398.3502 / E: bpattison@coachella.org
53990 Enterprise Way, Coachella, CA 92236
Dates: November 2022 – September 2023

In 2023, the City of Coachella (City) engaged Raftelis to perform a staffing and manpower study of its utility operations, including the Coachella Water Authority and Sanitary District. Located in the Coachella Valley in the Colorado Desert of California, the Utilities Department provides for the treatment and distribution of potable water to over 9,000 residential, commercial, and industrial water service connections, as well as the collection, treatment, and disposal of wastewater from more than 8,000 wastewater service connections. The goal of the study was to identify current and future service demands and staff and structure the utilities appropriately.

Work included an evaluation of the operational units' scope of work, operating procedures, finances against industry standards, and a benchmarking comparison with peer utilities. Deliverables included a report representing findings from the analysis and recommended strategies to address gaps in performance and add staff as appropriate.

Town of Nantucket MA

Reference: Libby Gibson, Town Manager

P: 508.228.7200 ext. 7305 / E: lgibson@nantucket-ma.gov

16 Broad Street, Nantucket, MA 02554

Dates: July 2018 – February 2019 (Planning and Land Use Study)

The Town of Nantucket (Town) initially engaged The Novak Consulting Group, now Raftelis, to complete a comprehensive Town-wide Staffing Study, which included a detailed assessment of staffing, structure, and process efficiencies for all Town departments. This foundational project provided a data-driven understanding of organizational capacity, identified operational improvements, and established a baseline for future planning efforts.

Following the success of the staffing assessment, the Town contracted with our team for a structural review of the Town's Planning and Land Use Services function, resulting in recommendations to streamline development review processes, improve interdepartmental coordination, and enhance service delivery to the public. Building on this momentum, we partnered with Nantucket to develop a strategic plan, aligning organizational priorities with community values and providing a framework to guide decision-making and resource allocation. Since the completion of these initial projects, the Town of Nantucket has continued to work with Raftelis on a series of engagements, including long-term strategic planning, implementation support for organizational assessment recommendations, governing body retreats and facilitation, organizational communications planning, and deeper organizational assessments in human services, planning, development, and transportation.

This project history highlights not only our expertise across multiple areas of municipal service delivery, but also our commitment to strong, ongoing client relationships. Our long-standing partnership with the Town of Nantucket exemplifies the quality of work, depth of understanding, and trust that we bring to our engagements—qualities that are equally critical for a shared services assessment.

City of Charleston SC

Reference: Susan Poteat, Director of Process and Service Improvement

P: 843.577.1381 / E: poteats@charleston-sc.gov

80 Broad Street, Charleston, SC 29401

Dates: 2018 - 2023

The City of Charleston (City) engaged our firm under a multi-year contract to conduct a series of organizational and structural assessments. As part of the City's broader commitment to building internal capacity for continuous improvement, representatives from multiple departments attended the Denver Peak Academy, gaining tools and training in process improvement methodologies.

Working alongside the City's efficiency experts and the Process and Service Improvement Department, our consultants have provided value-added analysis of many of Charleston's core lines of business. Monthly meetings with the Mayor and project leadership have ensured accountability, momentum, and measurable progress in implementing recommended initiatives. To date, our work with the City has included detailed reviews of:

- The development review and permitting processes
- Public Works, Fleet, and Solid Waste operations
- Facilities Capital Project Delivery
- Parks, Recreation, and Community Services operations
- The structural placement of the City's Tourism and Special Events function

In addition, we have:

- Conducted a recurring, City-wide organizational culture assessment and workplace survey
- Performed city-wide employee engagement assessments
- Provided facilitation, support and leadership engagement to advance the City's strategic priorities

This long-term partnership illustrates our ability to work collaboratively with municipal leadership on high-impact, cross-departmental process improvements and to provide sustained implementation support—ensuring recommendations not only identify opportunities but also result in tangible, lasting improvements. The firm recently completed a change management project with Planning, Permitting, & Engineering (PPE) for the City.

City of Fort Collins CO

Reference: Kelly DiMartino, City Manager

P: 970.416.2028 / E: kdimartino@fcgov.com

300 LaPorte Avenue, Fort Collins, CO 80521

Dates: January 2021 – March 2021

The City of Fort Collins (City) engaged The Novak Consulting Group, now Raftelis, to conduct a structural review of the budget and finance functions for Utility Services and the General City Financial function. The team analyzed the functions and identified opportunities to reassign resources to increase the capacity of the General City Finance Department to provide services to Utility Services. In addition, members of our project team conducted an organizational structure analysis of the City while working with a previous firm. They conducted best practice research and identified specific structural changes designed to enhance service delivery for the customers of Transportation Service, Community Planning and Environmental Services, and Utility Services. The primary purpose of this study was to create an improved organizational structure. Cost savings were also achieved by eliminating a high-level (Service Area Director) position and associated support staff.

City of Bloomington IN

Reference: Adam Wason, Director of Public Works

P: 812.349.3410 / E: wasona@bloomington.in.gov

401 North Morton Street, Bloomington, IN 47404

Dates: 2018 - 2022

The City of Bloomington (City) began a systematic process of assessing each department under the leadership of former Mayor John Hamilton. The City engaged our project team to lead these efforts. Detailed assessments were completed for the following departments: Finance/Controller; Public Works; Utilities; Transportation and Planning; Legal; Human Resources; Information Technology; and the Police and Fire Departments. Assessments were also completed for the Housing and Neighborhood Development Department; Economic and Sustainable Development Department; and the Office of the Mayor. In addition, a review of the City's various Boards and Commissions was also conducted.

City of Milton WA

Reference: Shanna Styron Sherrell, Mayor

P: 253.922.8733 x2705 / E: sstyronsherrell@cityofmilton.net

1000 Laurel Street, Milton, WA 98354

Dates: August 2023 – November 2023

In 2023, the firm was engaged by the City of Milton (City) to perform an organizational assessment of its Finance Department with a goal to review structure, staffing levels, and processes. Work included interviews with all Finance staff, a review of data and documents, and comparisons against best industry practices. Report recommendations included adding an administrative staff member for the City Hall front desk functions, improving performance management, enhancing department team building, physical space improvements, and other elements.

TAB C: QUALIFICATIONS OF TEAM

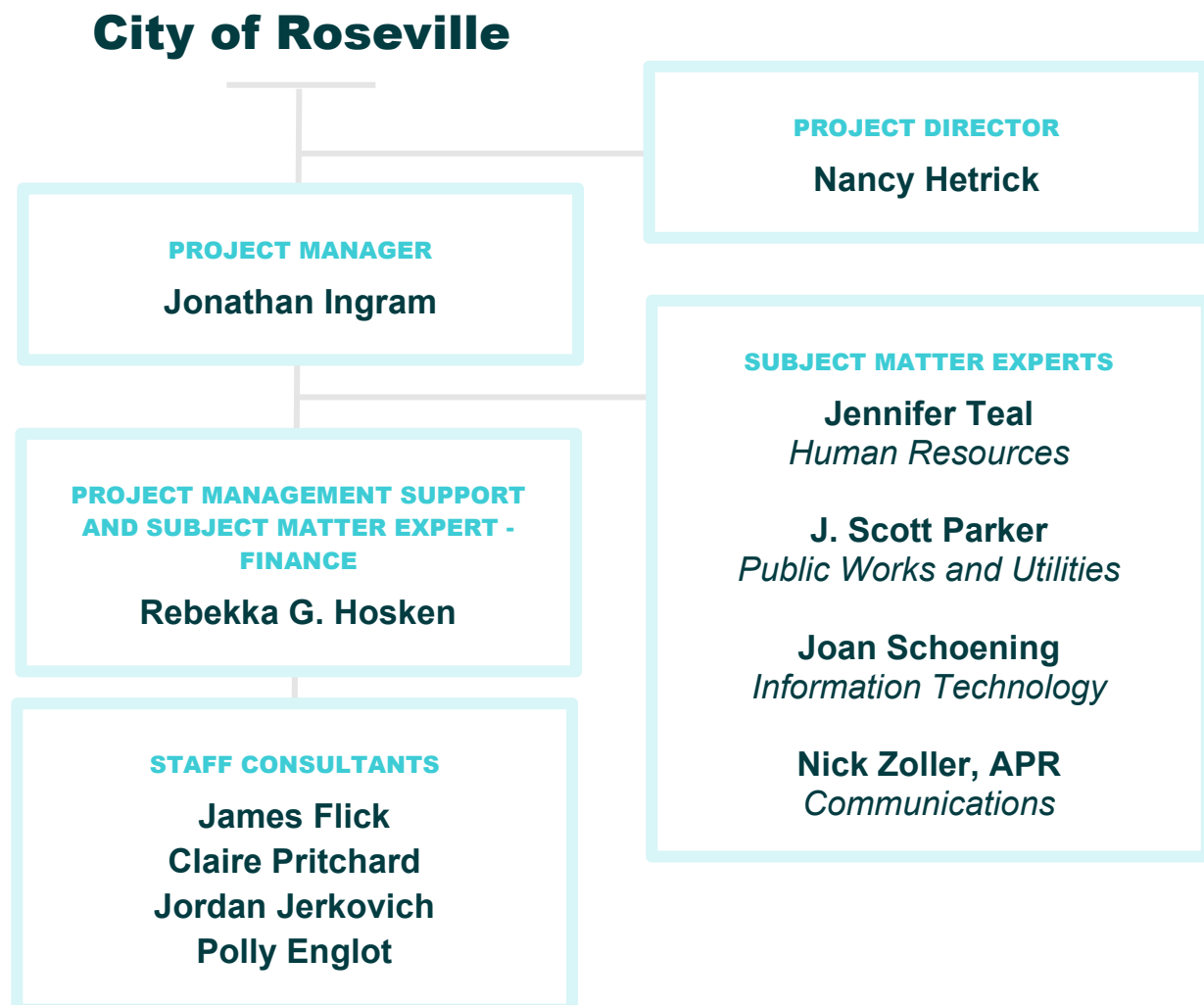
Project Team

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY'S PROJECT.

Our project team is made up of senior-level consultants with direct local government experience. No subconsultants are proposed for this work; all team members are employees of Raftelis.

An organizational chart of our project team is as follows. Short introductory bios are provided on the following pages. Full resumes for each team member, including office location and project role, are provided in the Appendix.

Raftelis has the following 15 offices, which are located strategically across the U.S.: Los Angeles, CA; Santa Barbara, CA; Albany Metro, NY; Austin, TX; Bellingham, WA; Boston Metro, MA; Charlotte, NC; Cincinnati, OH; Denver, CO; Durham, NC; Greensboro, NC; Irving, TX; Kansas City, MO; Littleton, CO; and Orlando Metro, FL. The office locations of our proposed team members are provided in their resumes.





Nancy Hetrick

PROJECT DIRECTOR
Vice President

Nancy has nearly 30 years of experience as a local government management consultant and practitioner. She has extensive experience as a facilitator and trainer and has worked with both elected and appointed officials from jurisdictions throughout the western United States to conduct goal setting, develop strategic plans, and prioritize service delivery. She has led engaging strategic planning processes that sharpen focus while strengthening teamwork. In addition, Nancy has worked with leadership teams in all local government service areas to improve team effectiveness.

In addition to her work in organizational development and strategic planning, Nancy has led hundreds of local government consulting engagements spanning all areas of general management consulting support, including executive recruitment, organization assessment, workforce and succession planning, performance management system design, and financial sustainability planning.



Jonathan Ingram

PROJECT MANAGER
Vice President

Jonathan has over 20 years of leadership experience advancing performance, efficiency, and resilience in local government operations, with specialized expertise in public works, municipal services, and asset management. As the leader of Raftelis' Local Government Organizational Assessment Practice, he directs complex, enterprise-level engagements that support cities, counties, and public utilities in addressing strategic and operational challenges through data-driven, fiscally grounded solutions.

With a unique blend of hands-on public sector experience and high-impact management consulting, Jonathan has successfully led transformative initiatives for over 1,000 local governments and utilities nationwide. Jonathan brings deep technical knowledge and strategic insight into infrastructure planning, asset management, and service delivery optimization. He has developed and implemented comprehensive operational reviews, capital and lifecycle planning strategies, and workforce deployment models that enhance reliability, regulatory compliance, and cost efficiency. His public works consulting emphasizes aligning field operations with strategic goals, sustainability imperatives, and realistic budgetary conditions.



Rebekka G. Hosken

SUBJECT MATTER EXPERT - PROJECT MANAGEMENT / FINANCE
Senior Manager

Rebekka joined Raftelis in 2020 with 16 years of direct service to local governments and 10 years of management consulting experience. As an experienced consultant, Rebekka has led organizational assessments for a broad range of operating departments and offices in cities, counties, universities, and special districts, including community development, public works, police, administration, and city attorney departments. With direct operational experience in finance, municipal administration, and public works, Rebekka's breadth of knowledge makes her skillful in quickly identifying organizational strengths and opportunities, analyzing operations through the creation of process maps and workflows, preparing actionable recommendations for improvement, and communicating

findings to a wide variety of audiences. She has consulted for over 150 clients throughout the United States and internationally.

Prior to Raftelis, Rebekka served as finance director for the City of La Cañada Flintridge, California, a contract city north of Los Angeles, where she was responsible for accounts payable, receivable, budget, audit, and payroll. Previously, she was the budget officer for the City of Simi Valley, California, a full-service community in the Los Angeles region. Rebekka is also a member of GFOA and CSMFO.



Jennifer Teal

SUBJECT MATTER EXPERT - HUMAN RESOURCES
Senior Manager

Jennifer began consulting in 2017 after nearly 20 years of public sector experience, including 10 years of leadership experience in local government. Most recently, Jennifer served the City of Gahanna, Ohio, where she worked as the deputy finance director, chief financial officer, and finally, city administrator.

Jennifer has worked on more than 100 projects across 27 states. She is a skilled facilitator, trainer, problem solver, and a Certified Lean Six Sigma Black Belt. Jennifer's commitment to empowering others in the public sector has led to the development of the Raftelis Performance Academy (RPA), the only leadership development, performance improvement, and innovation training in the country designed to meet the unique needs of local governments and utilities. Jennifer is active in the local government and utility industries and has presented at several conferences on topics related to strategic planning and workforce development. She has recently co-authored articles that have appeared in the *Journal of Public Integrity* and *Water and Environment Technologies*. She is also a lecturer at the Ohio State University John Glenn College of Public Affairs, where she teaches graduate and undergraduate seminars in Local Government Administration.



J. Scott Parker

SUBJECT MATTER EXPERT - PUBLIC WORKS AND UTILITIES
Vice President

Scott has over 20 years of experience in local government, utility management, and private consulting. Immediately before joining Raftelis, he served as the asset manager for KC Water (KCW), the drinking water, wastewater, and stormwater utility in Kansas City, Missouri. Beyond his work at KCW, he has designed, developed, and implemented asset management programs in three (3) local governments and utilities. Scott is a former Assistant Director of Public Works for two communities and has served in utilities management. He has consulted for numerous utilities and public works operations, with expertise in utility operations and facilities management.

In Kansas City, Scott developed the organization's first data management strategic plan and its Business Case Evaluation (BCE) framework for information system purchases. He has designed and managed capital programs for organizations throughout the U.S., including KC Water (KCW); the Unified Government of Wyandotte County (Kansas City, Kansas); Fort Smith, AR; Jackson, MS; Lenexa, KS; and Olathe, KS. All but the last two were under consent orders with the Environmental Protection Agency (EPA), resulting in programs worth billions of dollars.



Joan Schoening

SUBJECT MATTER EXPERT - INFORMATION TECHNOLOGY

Senior Advisor

Joan has over 28 years of experience in Information Technology (IT) in local government. During her tenure, she has managed diverse and complex technology projects and participated in cross-department non-technical initiatives to develop a broad skillset to apply to information technology-related projects. After retiring in 2013, Joan worked as an independent project manager assisting local agencies and served as a senior advisor with another management consulting firm. As a Senior Advisor, she managed requests for proposal RFP projects and process improvement workshops, as well as conducted information technology assessments, technology strategic plans, and other project management services.

As an IT Manager for the City of Foster City, Joan was responsible for planning, budgeting, implementing, maintaining, and securing the city's IT. Joan worked closely with city management and departments to align business goals with technology solutions to drive process improvements; developed policies and procedures to implement best practices for citywide technology projects; and was a staff liaison for a citizens' technology advisory committee.



Nick Zoller, APR

SUBJECT MATTER EXPERT - COMMUNICATIONS

Senior Consultant

Nick is a seasoned communications executive and strategist with 15+ years of experience leading the high-profile public sector and consulting engagements. As the Strategic Communications Practice Leader at Raftelis, he helps local governments and utilities strengthen public trust, drive effective engagement, and improve outcomes through strategic, data-informed communications. He advises executive leaders, elected officials, and communicators on high-impact issues, guiding them through crises, campaigns, and organizational change. Previously, as Senior Director of Communications for the City of Savannah, Nick led executive messaging, crisis response, and citywide education initiatives. He excels at developing integrated storytelling strategies that build credibility, shape public opinion, and deliver measurable impact. Nick is also passionate about mentoring teams and advancing best practices across the profession.

As the leader of Raftelis' Strategic Communications practice, Nick manages a team of communications professionals. He provides counsel to government and utility clients on high-stakes issues, engagement strategy, and campaign design. Nick also develops best practices for effective communications and public trust-building initiatives.



James Flick

STAFF CONSULTANT
Senior Consultant

James has over 14 years of organizational leadership experience, including six years in local government. Most recently, James served as the Director of Economic Development and Public Information Officer for Deerfield Township in Warren County, Ohio. Previously, he was a Development Officer and oversaw the Policy and Communication Division for the Department of Community and Economic Development at the City of Cincinnati.

James' areas of expertise include economic development, project management, and performance measurement. He is also a skilled communicator, analyst, and creative problem solver. James has presented at several state and regional conferences on smart cities, data and demographics, and economic development's relationship to parks. James is an Adjunct Instructor for the Northern Kentucky University Master of Public Administration program as well, where he teaches Community Development, Public Policy, and Budgeting.



Claire Pritchard

STAFF CONSULTANT
Senior Consultant

Claire has more than 10 years of experience in management consulting and local government management. She began her consulting career following five years of service with Dakota County, Minnesota, where, most recently, she held the position of assistant to the county manager. As a consultant, Claire has worked on organizational and staffing analyses for communities around the country, such as the Town of Nantucket, Massachusetts, the City of Allentown, Pennsylvania, and the City of Bloomington, Indiana, as well as several utilities, including Fairfax Water, Virginia, Pinellas County Utilities, Florida, the San Diego Public Utilities Department, California, and Tampa Bay Water, Florida.

Claire has assisted in developing financial models to analyze revenue and expenditure trends, as well as conducting detailed staffing and workload analysis to determine optimal organizational structures. She has developed and analyzed an array of employee and community-based surveys. Claire has conducted several best practice and benchmarking research projects and has assisted in the creation of strategic planning and implementation deliverables.



Jordan Jerkovich

STAFF CONSULTANT
Consultant

Jordan's local government experience spans multiple service areas, jurisdictions, and countries, including sustainability, administration, procurement, and community development at local governments in Sweden, Scotland, and the United States. He most recently served as the Community Development Director for the City of Lindsborg, Kansas, where he helped to facilitate and develop the department's functional areas, including current and long-range planning, development services, and special projects. Through his work and education, he has developed a broad knowledge of local government administration and development issues, including leadership and management practices, housing policy and development, climate change and sustainability, systems and process

mapping, community engagement, volunteer program development, among others. As a Consultant with Raftelis, Jordan is responsible for delivering client services across a range of activities, including strategic planning, organizational assessment, studies, and facilitation services.



Polly Englot

STAFF CONSULTANT

Associate Consultant

Polly has robust analytical experience throughout the public sector, having worked in local government, nonprofit, and international development settings. She is proficient in the areas of budget planning and analysis, process improvement, and project management. Polly is a detail-oriented problem solver who leverages data and organizational analysis to identify trends and actionable solutions.

Prior to joining Raftelis, Polly worked in Broward County's Office of Management and Budget in southern Florida. There, she supported monitoring and development of over \$100millionannual operating budgets for judicial offices and the county's extensive environmental agency. As a consultant, Polly has served on teams performing operational and organizational assessments of a wide variety of departments.

TAB D: PROJECT UNDERSTANDING

Project Understanding

The City of Roseville is seeking an experienced consulting partner to conduct a comprehensive assessment of selected shared services functions to determine the most effective and efficient approach for their delivery. The goal is to evaluate how each targeted service is currently provided—whether centralized, decentralized, or through a hybrid model—and to identify the advantages, disadvantages, and operational implications of each approach.

Our team brings extensive experience working with local government clients across the country, helping communities evaluate and optimize how services are delivered—whether through centralized, decentralized, or hybrid models. Not only do we have broad experience in California and across the country, but we also have an extensive history supporting Roseville in strategic planning, organizational assessment, and financial modeling projects over the years. This experience equips us with a deep understanding of the community, its organizational values, and the operational context in which City services are delivered. It also enables us to quickly focus on the key questions at the heart of this engagement—how each targeted service is currently delivered, what model best supports operational excellence for that service, and how changes can be implemented in a way that strengthens consistency, coordination, and collaboration while preserving the City’s strong commitment to serving its residents.

We understand that in Roseville, this project is not about applying a predetermined structure, but about taking a clear-eyed look at how services are currently provided, identifying the advantages and disadvantages of different approaches for each function, and recommending the path that best supports quality, consistency, coordination, and collaboration.

Our approach is grounded in practicality. Even the most innovative ideas have little value if they cannot be implemented or sustained within the City’s available resources, operational culture, and community expectations. We pride ourselves on our ability to listen deeply, analyze objectively, and work collaboratively to develop solutions that are not just “best practices from a manual,” but are grounded in the realities of Roseville’s environment and designed for actual implementation.

A core strength of our team is our ability to build on existing capabilities and resources, helping organizations see challenges and opportunities from new perspectives. We work alongside City staff to understand their experiences, constraints, and aspirations—recognizing that the people currently serving Roseville are key partners in shaping and implementing any future changes.

We are excited about the opportunity to support the City in proactively planning for the future of its shared services. We assume good intent, respect the knowledge and commitment of staff, and believe that successful, lasting improvements come from collaborative development and shared ownership of recommendations. This intentional, partnership-driven approach—combined with Raftelis’ expertise in organizational assessment, shared services evaluation, and financial modeling—makes us uniquely qualified to help Roseville achieve meaningful and sustainable improvements within the timeframe requested.



TAB E: PROJECT PLAN

Project Plan

Activity 1 - Begin Engagement

The first activity will establish the foundation for the Shared Services Assessment by aligning project expectations, clarifying evaluation criteria, and creating a collaborative framework for decision-making. This step will ensure that the City and the consulting team share a common understanding of the services to be reviewed, the measures of success, and the methodology to be applied in assessing centralized, decentralized, and hybrid service delivery models.

Kickoff Meeting

We will begin the engagement with a kickoff meeting involving the City's Project Manager, key members of the leadership team, and representatives from the service areas included in the assessment. This discussion will serve to validate the project's objectives, refine the list of functions under review, and establish the communication and reporting protocols that will guide the project. Key discussion topics will include:

- Confirming the purpose, scope, and desired outcomes of the study
- Reviewing initial expectations, questions, and priority issues for evaluation
- Identifying known strengths, challenges, and potential improvement areas in current service delivery models
- Clarifying roles and responsibilities for both City staff and the consulting team
- Establishing a preferred schedule for status updates, milestone reviews, and ongoing communication
- Reviewing the initial data and document request to ensure timely and complete information sharing

Project Chartering Workshop

Following the kickoff, we will conduct an in-depth project chartering workshop with the City's project team, central service leaders, and departmental representatives. The goal of this session will be to develop a shared framework for evaluating each service area and to agree on the criteria that will guide recommendations. This facilitated session will:

- Define the factors to be considered when assessing centralized, decentralized, and hybrid models, including cost, service quality, efficiency, responsiveness, and internal coordination
- Clarify measures of service quality for both internal customers (other departments) and external customers (the public)
- Identify operational, cultural, and organizational considerations that may influence the preferred service delivery model
- Establish a benchmarking strategy and peer community selection approach to ensure comparisons are meaningful and relevant
- Document consensus on the project's priorities, analytical approach, and measures of success

Ongoing Project Management

Throughout the engagement, we will maintain a structured approach to project coordination and communication. This will include:

- Maintaining a detailed project schedule with defined milestones and deliverables.
- Providing regular progress updates, including monthly status reports, in addition to milestone meetings.
- Ensuring transparent, two-way communication between the consulting team and the City's project team to address questions, emerging issues, or refinements to the scope as needed.

Meetings:

- Kickoff meeting with Project Manager, leadership team, and service area representatives
- In-person chartering session with project team, central service leaders, and departmental representatives
- Monthly project status meetings (virtual) in addition to milestone review sessions

Deliverables:

- Kickoff meeting agenda and facilitation materials
- Initial data and document request
- Draft and final project schedule
- Chartering session facilitation materials

Activity 2 - Assess Current Service Delivery Models

This activity will develop a detailed, nuanced understanding of how the City currently provides its targeted shared services—whether through centralized, decentralized, or hybrid structures—and the real-world implications of each approach. Our analysis will go beyond simply cataloging service-specific tasks; it will also account for the other roles and responsibilities carried out by staff members whose work intersects with these services. For example, an individual may manage departmental budget tracking while also performing significant duties directly related to program or service delivery within their department. These dual roles can affect the practicality of shifting functions to a central model and must be fully understood before recommendations are made. Our approach will capture these nuances to ensure that potential changes are grounded in operational realities.

We will:

- Examine both service-specific and broader departmental duties for each staff member
- Identify where current structures enhance service delivery or create inefficiencies
- Assess the feasibility and potential impact of shifting to different delivery models

The study will focus on the following service areas, while remaining open to including additional functions identified through Activity 1 discussions:

- Finance and budget support
- Human resources and payroll administration
- Procurement and contracting
- Information technology services and support
- Facilities maintenance and management
- Fleet management
- Records management and administrative support services



Engagement Interviews and Focus Groups

We will conduct targeted interviews and focus groups with both central service providers and departmental personnel who regularly engage in these functions. These discussions will document how responsibilities are assigned, the nature of interdepartmental coordination, and how staff balance competing priorities. This will allow us to see not only how services are structured on paper but also how they function in practice. We will:

- Document job duties, including secondary and informal responsibilities
- Map workflow paths, from request to completion, for core services
- Understand how technology and tools are applied in daily operations
- Identify recurring challenges, inefficiencies, or coordination gaps
- Gather examples of practices that work well and could be scaled Citywide

Time and Workload Documentation

Following the interviews, we will design and administer a tailored time and workload documentation survey for individuals in each targeted function. The survey will quantify how time is divided between service-specific activities and other departmental responsibilities, as well as capturing the volume, complexity, and timing of work. This will allow us to evaluate which functions are most appropriate for centralization, decentralization, or hybrid models—and which may require maintaining a closer departmental alignment. Our team will:

- Capture the proportion of time spent on targeted vs. unrelated tasks
- Identify resource bottlenecks, duplicated efforts, and missed efficiencies
- Document seasonal or cyclical workload fluctuations
- Understand reliance on manual processes versus automated systems
- Highlight positions where financial or administrative tasks are a small fraction of the role

Current State Overview

Once interviews and survey data are complete, we will compile our findings into a narrative and visual Current State Overview. This document will combine workflow diagrams, organizational maps, and key findings to present a clear picture of existing structures and their advantages and disadvantages. We will review this Current State Overview first with the City’s project team, then in a virtual workshop with the broader stakeholder group to validate findings and refine our understanding before moving toward recommendations. We will:

- Synthesize data into a clear, accessible narrative with visual mapping
- Identify opportunities to strengthen coordination, consistency, and collaboration
- Validate findings through collaborative discussion with both project leadership and service-area stakeholders

Meetings:	Deliverables:
• Engagement interviews and focus groups with central and departmental staff • Follow-up meetings to clarify workload data • Review meeting with City project team on Current State Overview • Virtual stakeholder workshop to validate findings	• Key themes summary from interviews/focus groups • Time and workload survey instruments (draft/final) • Validated workload data for each function • Current State Overview presentation

Activity 3 - Assess and Identify Shared Service Opportunities

Building on the validated current state from Activity 2, we will assess each targeted service area to determine whether a centralized, decentralized, or hybrid delivery model offers the greatest benefit to Roseville. This assessment will account for the full scope of responsibilities of staff involved in these functions—including duties outside the shared service focus area—to ensure that recommendations are realistic and operationally sustainable. Our goal is to identify an approach for each service that enhances internal or public service levels, strengthens consistency, and improves coordination and collaboration across departments.

Document Current State and Challenges

We will compile a detailed service-area profile integrating engagement findings, time and workload documentation, and workflow mapping. This will establish a fact-based understanding of how each function is delivered today, as well as associated strengths and challenges. Our team will review:

- Current delivery model (central, decentral, hybrid) for each targeted function
- Functional responsibilities, workflows, and interdepartmental dependencies
- Strengths and benefits of the existing model

- Challenges, bottlenecks, and inconsistencies in service delivery
- Extent of non-core responsibilities that could affect consolidation feasibility



Conduct Targeted Benchmarking

We will conduct benchmarking to provide context for Roseville's options, drawing on examples from peer agencies of similar size, complexity, and governance structure. This will frame the range of viable models for each function. We will:

- Identify comparable peer agencies for each targeted service area
- Document peer delivery models and rationale for model selection
- Note performance outcomes and operational impacts under each model
- Highlight lessons learned from peers' implementation experiences

Conduct Targeted Best Practice Research

We will perform best practice research to identify effective solutions—whether or not they come from strict peer agencies—that address challenges similar to Roseville's. This research will leverage Raftelis' experience with over 1,700 agencies and information from recognized industry organizations. We will:

- Access Raftelis' repository of best practice resources and case studies
- Review guidance from ICMA (general governance), GFOA (finance), APWA (public works), NRPA (parks), AWWA (utilities), NAFA Fleet Management Association (fleet), and other relevant associations
- Identify policies, structures, and practices proven to enhance consistency, coordination, and service quality
- Select adaptable solutions aligned with Roseville's operational needs and culture

Develop Shared Services Scenarios

We will identify and model viable shared services scenarios for each targeted function, including centralization, decentralization, and hybrid options. This process will evaluate potential operational structures, staffing implications, and the expected impact on service levels. Each scenario will undergo a cost-benefit analysis to assess both hard and soft cost savings. Raftelis' standing as one of the most highly regarded management, organizational assessment, and financial modeling consultancies in the United States provides a unique advantage—combining deep operational insight with robust analytical capabilities to produce scenarios that are practical, financially sound, and service-oriented. Our team will:

- Identify opportunities for centralization, decentralization, or hybrid approaches for each service area
- Assess staffing requirements, organizational structure implications, and operational changes for each option
- Conduct cost-benefit analysis for each scenario, including quantification of potential hard and soft cost savings
- Evaluate service quality, responsiveness, and coordination impacts alongside financial metrics
- Leverage Raftelis' management and financial modeling expertise to ensure scenarios are both analytically sound and operationally feasible

Synthesize Findings and Develop Recommendations

We will integrate the current state assessment, benchmarking results, best practice research, and scenario analysis

into a comprehensive set of recommendations and alternatives for each service area. The synthesis will assess and summarize the advantages and disadvantages of centralization, decentralization, and hybrid delivery models, presenting multiple options for consideration. Raftelis will:

- Compare advantages, disadvantages, and service-level impacts of each model for every targeted function
- Summarize options for consideration, including the recommended model and at least one viable alternative
- Document operational, staffing, and cost implications of each option
- Outline strategies for improving consistency, coordination, and collaboration regardless of the model selected
- Conduct an additional meeting review with the project team to validate the assessment and recommendations
- Facilitate an initial recommended observations, recommendations, and alternatives review with the broader project team, including representatives from each affected department and customer area, to ensure alignment before moving to the reporting phase

Meetings:	Deliverables:
• Review meeting with the project team to confirm current state findings and key service challenges • Virtual validation meeting with the project team on the synthesized findings and draft recommendations • Virtual stakeholder session to review draft options and alternatives, and gather feedback	• Current state and issues summary for each service area • Synthesis of findings and preliminary recommendations for each service area • Presentation materials for review sessions with the project team and the broader stakeholder group

Activity 4 - Prepare and Present Project Report and Change Management Plan

We will prepare a comprehensive Draft Report summarizing the assessment process, findings, and recommended approaches for each service area. The report will clearly outline the advantages and disadvantages of centralization, decentralization, and hybrid models, with tailored recommendations for each function. It will incorporate current state documentation, benchmarking results, best practice insights, scenario analysis, and cost-benefit evaluations, along with staffing and structural implications. Our team will:

- Summarize methodology, engagement process, and scope of review
- Document current state profiles and key service-specific issues
- Present benchmarking and best practice research findings
- Provide shared services scenarios and associated cost-benefit analysis
- Offer preliminary recommendations and viable alternatives for each service area

Review and Feedback

The Draft Report will be delivered to the City for review, with comments requested within two weeks of delivery. Following receipt of the City's feedback, we will conduct a virtual review meeting to discuss comments and clarify requested revisions. We will then incorporate feedback and make any necessary amendments to produce the Final Report. We will:

- Deliver Draft Report and request City comments within two weeks
- Conduct a virtual review meeting with the project team to discuss comments
- Amend the report as necessary to address City input

Change Management and Implementation Planning Workshop

Before the Final Report is officially finalized, we will conduct a one-day Change Management and Implementation Workshop with key stakeholders responsible for implementation. Raftelis will develop an initial implementation framework and timeline to serve as a starting point for discussion. During the workshop, we will facilitate the development of a critical path plan for implementing recommendations, including change management strategies and a communications plan for employees. This plan will be designed to integrate with other organizational initiatives while capitalizing on the momentum generated by the study process. Our team will:

- Develop initial implementation framework and timeline
- Facilitate workshop to refine framework into a practical critical path plan
- Define change management strategies to support the adoption of recommendations
- Create an internal communications plan to keep staff informed and engaged

Finalize Report and Implementation Plan

Following the workshop, we will finalize the Implementation Plan in alignment with the Final Report. We will work with staff to prepare a final presentation for City Council that integrates study findings, recommendations, and the collaboratively developed Implementation Plan—providing a clear, actionable path forward for the organization. Raftelis will:

- Finalize Implementation Plan incorporating workshop outcomes
- Complete Final Report
- Prepare and deliver the final presentation to the City Council, including both recommendations and the agreed-upon implementation approach

Meetings:

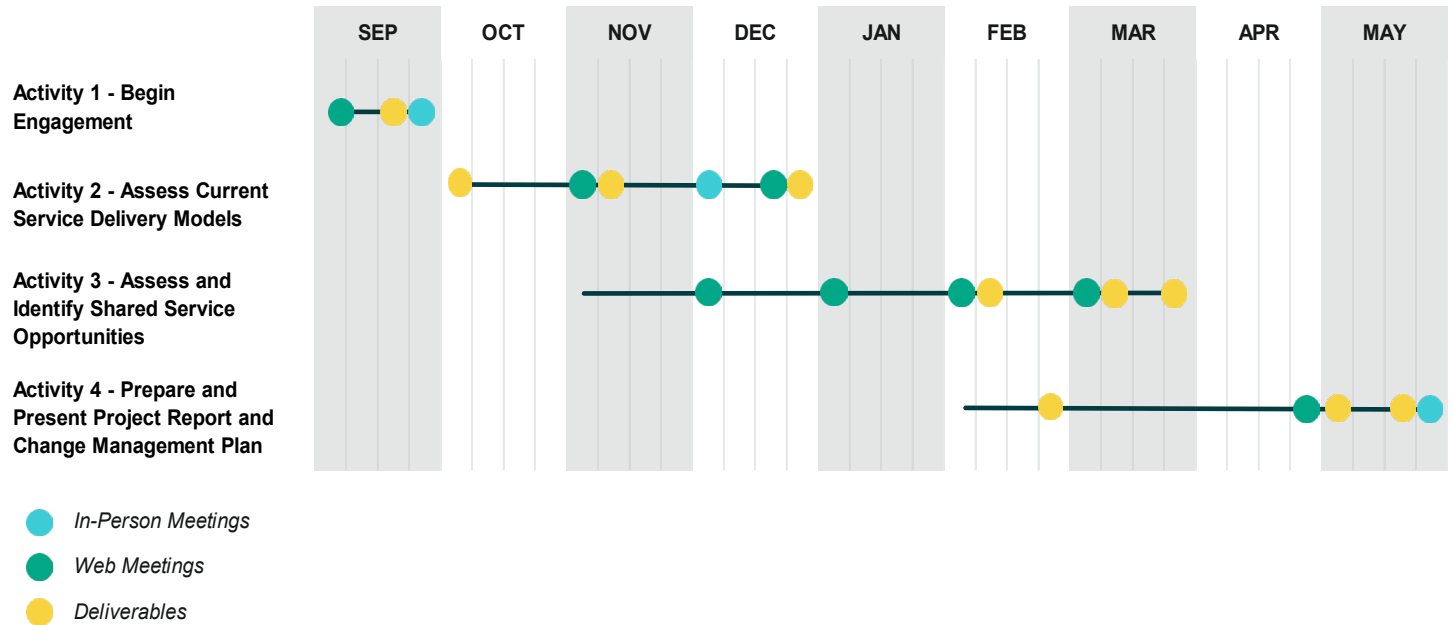
- Virtual meeting to review City comments on Draft Report
- One-day Change Management and Implementation Workshop
- Final in-person presentation to City Council

Deliverables:

- Draft Report
- Final Report
- Change management and communication planning workshop
- Draft and final Implementation framework and timeline
- Final presentation materials for City Council

Proposed Work Schedule

A proposed project schedule is provided below. We expect to review and refine this with the City during Activity 1.



TAB F: COST PROPOSAL

Cost Proposal

The total fixed fee to complete the scope of work outlined in this proposal is \$174,250, which includes all professional fees and expenses, including travel for Raftelis. No reimbursable expenses are required.

A breakdown of costs by project activity is provided in the table below.

Activity	Description	Cost
1	Begin Engagement	\$17,000
2	Assess Current Service Delivery Models	\$53,000
3	Assess and Identify Shared Service Opportunities	\$57,000
4	Prepare and Present Project Report and Change Management Plan	\$47,250
TOTAL		\$174,250

Hourly rates and estimated project hours by team member are provided below. Raftelis reserves the right to reallocate hours amongst team members within the project budget.

Team Member	Classification	Hourly Rate	Estimated Hours
Hetrick	Vice President	\$375	21
Ingram	Vice President	\$375	66
Hosken	Senior Manager	\$340	53
Teal	Senior Manager	\$340	30
Parker	Vice President	\$375	46
Schoening	Principal Consultant	\$310	10
Zoller	Senior Manager	\$340	13
Flick	Senior Consultant	\$260	16
Pritchard	Senior Consultant	\$260	14
Jerkovich	Consultant	\$230	118
Englot	Associate	\$195	166

It is our practice to invoice clients for monthly progress payments based upon work completed.

TAB G: REQUIRED STATEMENTS/DOCUMENTS

Required Statements/Documents

The designated project team will be used for this project. Departure, reassignment of, or substitution for any member of the designated project team shall not be made without the prior written approval of the City.

Raftelis has no conflicts of interest that would affect this contract.

We are able to and agree to fulfill the indemnification and insurance requirements contained in the Sample Contract.

Nothing contained in this proposal is proprietary.

Raftelis is registered to conduct business in the State of California (Registration #2670972). On the following page, we have included our Statement of Information from the California Secretary of State.



State of California Secretary of State

Statement of Information (Foreign Corporation)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

F

G920963

FILED

In the office of the Secretary of State
of the State of California

SEP-09 2019

1. CORPORATE NAME

RAFTELIS FINANCIAL CONSULTANTS, INC.

2. CALIFORNIA CORPORATE NUMBER

C2670972

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to **Item 13**.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
227 WEST TRADE STREET SUITE 1400, CHARLOTTE, NC 28202			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
445 S. FIGUEROA STREET SUITE 1925, LOS ANGELES, CA 90071			
6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
PEIFFER A BRANDT	227 WEST TRADE ST., STE 1400, CHARLOTTE, NC 28202			
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
MATTHEW R JACKSON	227 WEST TRADE ST., STE 1400, CHARLOTTE, NC 28202			
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
MATTHEW R JACKSON	227 WEST TRADE ST., STE 1400, CHARLOTTE, NC 28202			

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.

10. NAME OF AGENT FOR SERVICE OF PROCESS [Note: The person designated as the corporation's agent MUST have agreed to act in that capacity prior to the designation.]
STEVE GAGNON

11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
17171 BOLSA CHICA ST., APT. 89, HUNTINGTON BEACH, CA 92649

Type of Business

12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
WATER/STORMWATER CONSULTANTS

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

09/09/2019

MATTHEW R JACKSON

CORPORATE SECRETARY

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

SI-350 (REV 01/2013)

APPROVED BY SECRETARY OF STATE

Attachment 1

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Raftelis Financial Consultants, Inc.

NAME OF BUSINESS



SIGNATURE

Jonathan Ingram, Vice President

NAME & TITLE, TYPED OR PRINTED

611 Wilshire Boulevard, Suite 900, Los Angeles, CA 90017

MAILING ADDRESS

513-221-0500

TELEPHONE NUMBER

jingram@raftelis.com

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☐ State of Incorporation

☐ Partnership

☐ Limited Liability Company

Attachment 2

LEVINE ACT DISCLOSURE STATEMENT**(The completed form submitted to the City of Roseville is a public record.)**

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than \$250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than \$250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO ☒

If yes, please identify the City Officer(s): _____

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than \$250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO ☒

If yes, please identify the City Officer(s): _____

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

<u>8/14/2025</u>	<u>Jonathan Ingram, Vice President</u>	<u>Raftelis Financial Consultants, Inc.</u>
(Date)	(Printed Name/Title of Authorized Representative)	(Name of business/legal entity)



 (Signature)

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

Attachment 3

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the Vice President of Raftelis Financial Consultants, Inc., 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 August 14, 2025 [date], at Cincinnati [city], Ohio [state].



(Signature of Declarant)

TAB H: EXCEPTIONS

Exceptions

We do not have any proposed modifications or exceptions to the RFP requirements or to the Sample Contract.

TAB I: COMPETENCY OF PROPOSERS

Competency of Proposers

Pending Litigation

Raftelis has been joined as a third-party defendant in a lawsuit filed by local developers against the Town of Fuquay-Varina, North Carolina. The subject of this currently pending litigation is development impact fees assessed by the town and developed by Raftelis. This is the only legal case in which Raftelis has been joined as a party in the history of our firm. Raftelis intends to vigorously defend the allegations and claim.

Termination of Contracts

No client of Raftelis has ever terminated a contract.

APPENDIX: RESUMES

Appendix: Resumes



Nancy Hetrick

PROJECT DIRECTOR

Vice President

ROLE

Nancy will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project.

PROFILE

Nancy has nearly 30 years of experience as a local government management consultant and practitioner. Her lifelong commitment to the value and importance of public service underscores her work with local government clients. She invests time to understand both the human dynamic and the systems and culture within an organization to ensure project outcomes that will best service the unique needs of the organization.

Nancy has extensive experience as a facilitator and trainer. She has worked with both elected and appointed officials from jurisdictions throughout the western United States to conduct goal setting, develop strategic plans, and prioritize service delivery. She has led engaging strategic planning processes that sharpen focus while strengthening teamwork. The strategic plans that are developed offer a meaningful and implementable road map for the organizations she serves. In addition, Nancy has worked with leadership teams in all local government service areas to improve team effectiveness.

In addition to her work in organizational development and strategic planning, Nancy has led hundreds of local government consulting engagements spanning all areas of general management consulting support, including executive recruitment, organization assessment, workforce and succession planning, performance management system design, and financial sustainability planning.

Nancy is active in professional associations that support the advancement of local government professionals. She served as the President of the Municipal Management Association of Northern California (MMANC), founded the Women's Leadership Summit, and sits on the board of Cal-ICMA, where she chairs the Cal-ICMA Talent Initiative.

Nancy studied political science with a concentration in public administration as an undergraduate and continued her studies in a Master of Public Administration program. She has participated in an executive leadership program and received certifications in leadership and style assessment tools such as the Myers-Briggs Type Indicator (MBTI), DiSC, and the CPI 260 Psychological Inventory.



Office: San Jose, CA (remote)

Years with Firm: 2

Specialties

- Strategic planning and facilitation
- Organizational culture and team building
- Organizational design
- Governance strategy and support
- Performance management
- Workforce planning and development

Professional History

- Raftelis: Vice President (2023-present)
- Baker Tilly LLC: Managing Director (through acquisition) 2022-2023
- Management Partners: Vice President, Partner, Senior Manager, Senior Management Advisor (2006-2022)
- County of San Mateo, County Manager's Office: Principal Management Analyst, Management Analyst III (2001-2006)
- Management Partners: Management Advisor (1996-2001)
- Norman Roberts and Associates (Executive Recruiters): Research Associate (1995-1996)

Education

- Coursework complete toward Master of Public Administration, California State University, San Francisco (1996-1997)
- Bachelor of Arts, Political Science with concentration in Public Administration, California State University, Chico (1994)

Certifications

- Myers-Briggs Type Indicator
- DiSC
- CPI 260 California Psychological Inventory

Professional Memberships

- ICMA, member; past trainer for the Center for Performance Measurement
- Cal-ICMA, board member, Talent Initiative Chair
- Women Leading Government, member
- Municipal Management Association of Northern California, Past President, founder, Women's Leadership Summit

Jonathan Ingram

PROJECT MANAGER

Vice President

ROLE

Jonathan will manage the day-to-day aspects of the project, ensuring it is within budget, on schedule, and effectively meets the City's objectives. He will also lead the consulting staff in conducting analyses and preparing deliverables for the project. Jonathan will serve as the City's main point of contact for the project.

PROFILE

Jonathan is a nationally recognized executive consultant with over 20 years of leadership experience advancing performance, efficiency, and resilience in local government operations, with specialized expertise in public works, municipal services, and asset management. As the leader of Raftelis' Local Government Organizational Assessment Practice, he directs complex, enterprise-level engagements that support cities, counties, and public utilities in addressing strategic and operational challenges through data-driven, fiscally grounded solutions.

With a unique blend of hands-on public sector experience and high-impact management consulting, Jonathan has successfully led transformative initiatives for over 1,000 local governments and utilities nationwide. His work spans the full spectrum of municipal services—including streets and transportation, water and sewer utilities, facilities management, fleet services, stormwater, solid waste, and environmental services—as well as internal service functions and community-facing departments.

Jonathan brings deep technical knowledge and strategic insight into infrastructure planning, asset management, and service delivery optimization. He has developed and implemented comprehensive operational reviews, capital and lifecycle planning strategies, and workforce deployment models that enhance reliability, regulatory compliance, and cost efficiency. His public works consulting emphasizes aligning field operations with strategic goals, sustainability imperatives, and realistic budgetary conditions.

His signature methodologies—developed and refined at Raftelis—prioritize employee engagement, workload analysis, and best practice benchmarking, producing realistic and implementable plans that modernize service delivery and elevate organizational performance.

SELECTED AREAS OF EXPERTISE

- Public Works and Utility Operations Reviews, including streets, stormwater, water/wastewater, fleet, and facilities
- Asset Management and Capital Planning, integrating lifecycle cost analysis and service-level expectations
- Workforce and Resource Planning, tailored to field operations and 24/7 service demands



Office: Cincinnati, OH

Years with Firm: 13

Specialties

- Staffing and operations assessment
- Strategic leadership
- Financial management and planning
- Process improvement
- Change management and implementation

Professional History

- Raftelis: Vice President (2024-present); Senior Manager (2021-2023); Manager (2020-2021); Senior Associate, The Novak Consulting Group (2012-2020)
- City of Cincinnati, Ohio: Operating Budget Director (2010-2012)
- Management Partners: Senior Management Advisor (2005-2010)

Education

- Master of Public Administration - Northern Illinois University (2005)
- Bachelor of Arts in Political Science - Aurora University (2003)

Professional Memberships

- International City/County Management Association (ICMA)
- Ohio City/County Management Association (OCMA)

- Process Optimization, emphasizing service reliability, regulatory compliance, and interdepartmental coordination
- Strategic Financial Planning, translating infrastructure and operational needs into long-term financial strategies
- Performance Management Systems, built for accountability, transparency, and continuous improvement
- Shared Services and Intergovernmental Collaboration, enabling scalable and coordinated service delivery

Jonathan's approach is grounded in the belief that public organizations must balance operational effectiveness with fiscal responsibility and public accountability. He frequently supports fiscally distressed or resource-constrained communities, crafting multi-year roadmaps that integrate capital investment, staffing, service delivery, and technology modernization within a sustainable financial framework.

He holds a Master of Public Administration from Northern Illinois University and a Bachelor of Political Science from Aurora University. He is a member of the International City/County Management Association (ICMA) and the Ohio City/County Management Association (OCMA).

Rebekka G. Hosken

PROJECT MANAGEMENT SUPPORT / SUBJECT MATTER EXPERT – FINANCE Senior Manager

ROLE

Rebekka will support Jonathan in managing the project team and will provide input and guidance as a Subject Matter Expert for the municipal finance components of this project.

PROFILE

Rebekka joined Raftelis in 2020 with 16 years of direct service to local governments and 10 years of management consulting experience. As an experienced consultant, Rebekka has led organizational assessments for a broad range of operating departments and offices in cities, counties, universities, and special districts, including community development, public works, police, administration, and city attorney departments. With direct operational experience in municipal administration, public works, and finance departments, Rebekka's breadth of knowledge makes her skillful in quickly identifying organizational strengths and opportunities, analyzing operations through the creation of process maps and workflows, preparing actionable recommendations for improvement, and communicating findings to a wide variety of audiences. She has consulted for over 125 clients throughout the United States and Canada.

Rebekka served as finance director for the City of La Cañada Flintridge, California, a contract city north of Los Angeles, responsible for accounts payable, receivable, budget, audit, and payroll. During her tenure, she identified and successfully obtained a State loan for the financing of the City's new city hall and played a key leadership role in successfully moving all operations and staff, as well as communicating all financial impacts of the project to management and the City Council.

Previously, Rebekka was the budget officer for the City of Simi Valley, California, a full-service community in the Los Angeles region. She prepared the City's \$196 million annual budget and \$160 million capital improvement program, as well as its cost allocation plan. She also managed the budget and capital projects module training and setup for a comprehensive citywide enterprise resource planning (ERP) system implementation across nine operating departments.

Rebekka has a Master of Business Administration with a Certificate in Local Government and Non-Profit Management from Boston University, and a Bachelor of Arts from the University of Michigan– Ann Arbor. She has published articles in Public Management magazine and served as a trainer in sessions at International City/County Management Association (ICMA) conferences.



Office: Los Angeles, CA
Years with Firm: 5

Specialties

- Organizational assessment
- Budgeting and financial analysis
- Business process improvement
- Strategic planning
- Staffing analysis

Professional History

- Raftelis: Senior Manager (2023-present); Manager (2020-2022)
- City of La Cañada Flintridge, California: Finance Director (2017-2020)
- City of Simi Valley, California: Budget Officer (2012-2017)
- City of Burbank, California: Senior Management Analyst (2010-2012)
- Management Partners: Senior Consultant (1999-2010)
- Village of La Grange Park, Illinois: Assistant Village Manager (1996-1999)
- City of Appleton, Wisconsin: Assistant to the Mayor (1994-1996)
- Town of Lexington, Massachusetts: Management Intern (1992-1993)

Education

- Master of Business Administration – Boston University (1993)
- Certificate in Local Government and Non-Profit Management – Boston University (1993)
- Bachelor of Arts in Russian Studies – University of Michigan (1989)

Professional Memberships

- Government Finance Officers Association
- California Society of Municipal Finance Officers

Jennifer Teal

SUBJECT MATTER EXPERT – HUMAN RESOURCES

Senior Manager

ROLE

Jennifer will provide input and guidance as a Subject Matter Expert for the human resources components of this project.

PROFILE

Jennifer began consulting in 2017 after nearly 20 years of public sector experience, including 10 years of leadership experience in local government. Most recently, Jennifer served the City of Gahanna, Ohio, where she worked as the deputy finance director, chief financial officer, and finally, city administrator. In her finance roles, Jennifer was instrumental in guiding the City out of the recession while strengthening its financial position and management strategies. Jennifer led the City through a bond rating increase, multiple debt issuances, the development of key financial policies, and multiple rounds of union negotiations. Working with the elected leadership, Jennifer transformed the City's budget and financial reporting processes to align with best practices and Government Finance Officer Association award standards, developed the community's first Citywide strategic plan, and led an in-house process improvement and innovation team.

As a consultant, Jennifer has worked on more than 100 projects across 27 states. She is a skilled facilitator, trainer, and problem solver, and a Certified Lean Six Sigma Black Belt. Jennifer's commitment to empowering others in the public sector has led to the development of the Raftelis Performance Academy (RPA), the only leadership development, performance improvement, and innovation training in the country designed to meet the unique needs of local governments and utilities. Through the RPA, Jennifer has designed curricula and programs serving hundreds of utility and local government employees and supported the development of in-house innovation and leadership development organizations in several organizations. In addition to this work, Jennifer works with local governments and utilities across the country to develop impactful strategic plans, and conduct assessments of organizational culture and operations.

Jennifer is active in the local government and utility industries and has presented at several conferences on topics related to strategic planning and workforce development. She has recently co-authored articles that have appeared in the *Journal of Public Integrity* and *Water and Environment Technologies*. She is also a lecturer at the Ohio State University John Glenn College of Public Affairs, where she teaches graduate and undergraduate seminars in Local Government Administration.



Office: Cincinnati, OH

Years with Firm: 6

Specialties

- Strategic planning
- Facilitation
- Organizational assessment
- Training and curriculum development
- Performance management
- Business process improvement
- Lean process development and implementation

Professional History

- Raftelis: Senior Manager (2025-present); Manager (2022-2024) Senior Consultant (2020-2022); Associate, The Novak Consulting Group (2019-2020)
- The Ohio State University: Lecturer (2019-present)
- J Teal Consulting: Principal Consultant (2017-2019)
- City of Gahanna, Ohio: City Administrator (2016-2017), Chief Financial Officer (2011-2015), Deputy Finance Director (2009-2011)
- City of Colorado Springs, Colorado - Stormwater Enterprise: Business Administrator (2007-2009)
- Missile Defense Agency: Financial Manager (2006-2007)
- Department of Homeland Security: Budget Analyst (2003-2006)
- George Mason University: Budget Assistant (2001-2003)
- Village of Lincoln Heights, Ohio: Economic Development Intern (1999)

Education

- Master of Public Administration - George Mason University (2003)
- Bachelor of Arts in Urban Planning and Public Administration - Miami University (2000)

Certifications

- Lean Six Sigma Black Belt Certification
- Everything DiSC® Certification

Professional Memberships

- International City/County Managers Association (ICMA)
- Ohio City/County Management Association (OCMA)
- Engaging Local Government Leaders (ELGL)

J. Scott Parker

SUBJECT MATTER EXPERT – PUBLIC WORKS AND UTILITIES

Vice President

ROLE

Scott will provide input and guidance as a Subject Matter Expert for the utility management and public works components of this project.

PROFILE

Scott has over 20 years of experience in local government, utility management, and private consulting. Immediately before joining Raftelis, he served as the asset manager for KC Water (KCW), the drinking water, wastewater, and stormwater utility in Kansas City, Missouri. Beyond his work at KCW, he has designed, developed, and implemented asset management programs in three (3) local governments and utilities. His particular area of expertise is designing programs that retain the best theoretical concepts of asset management while accounting for the operational and cultural circumstances unique to the organizations he serves.

Scott has demonstrable experience evaluating and implementing multiple data technology systems in the asset management and utility space. His expertise includes ESRI Geospatial products; Innovyze InfoAsset Planner and hydraulic modeling software; multiple Computerized Maintenance Management System (CMMS) platforms (including Infor IPS – Hansen, Lucity, Cityworks, and Cartegraph); Autodesk GeoBIM; and various Closed-Circuit Television (CCTV) technologies used for sanitary and stormwater assessments following NASSCO Pipeline Assessment Certification Program (PACP) standards.

In Kansas City, Scott developed the organization's first data management strategic plan and its Business Case Evaluation (BCE) framework for information system purchases. He has designed and managed capital programs for organizations throughout the U.S. Scott has been a frequent presenter at national and regional conferences on topics including general asset management, data management, and the application of asset management principles in specific operational and administrative environments. He has written or been featured in several articles focused on business process modeling, asset management, and water management, and he serves as a co-lead on the Water Environment Federation's Water Intrapreneurship for Strategic Enterprises (WISE) Data, Technology, and Innovation team. He also co-authored the WISE white paper on the criteria and approach to Business Case Evaluations in capital planning.



Office: Kansas City, MO
Years with Firm: 3

Specialties

- Asset management for utilities and local governments
- Capital planning, budgeting, and implementation
- Data strategic planning, management, and governance
- Business Risk Exposure (BRE) and Decision Support System (DSS) methodologies for infrastructure
- Data analytics and business intelligence standards
- Business process modeling
- Performance management (measurement, dashboarding, etc.)
- Organizational design and capacity building
- Utility governance

Professional History

- Raftelis: Vice President (2025-present); Senior Manager (2022-2024)
- KC Water: Utility Officer – Asset Manager (2018-2022)
- Burns and McDonnell: Engineering Manager (2015-2018)
- City of Olathe, KS: Assistant Director of Public Works (2011-2015)
- City of Lenexa, KS: Assistant Director of Public Works/Assistant to the City Manager (2006-2011)
- City of Kansas City, MO: Budget and Finance Analyst (2003-2006); L.P. Cookingham Management Fellow (2002)

Education

- Master of Public Administration – University of Missouri (2004)
- Master of Arts, History – University of Arkansas-Fayetteville (2000)
- Bachelor of Arts in History – Graceland University (1997)

Professional Memberships

- Institute of Asset Management (IAM)
- Water Environment Federation (WEF)
- American Water Works Association (AWWA)
- Water Research Foundation (WRF)

Joan Schoening

SUBJECT MATTER EXPERT – INFORMATION TECHNOLOGY

Senior Advisor

ROLE

Joan will provide input and guidance as a Subject Matter Expert for the information technology components of this project.

PROFILE

Joan has over 28 years of experience in information technology in local government. During her tenure, she has managed diverse and complex technology projects and participated in cross-department non-technical initiatives to develop a broad skillset to apply to information technology-related projects. After retiring in 2013, Joan worked as an independent project manager assisting local agencies and served as a senior advisor with another management consulting firm. As a Senior Advisor, she managed requests for proposal (RFP) projects, process improvement workshops, conducted information technology assessments, technology strategic plans, and other project management services.

As an IT Manager for the City of Foster City, Joan was responsible for planning, budgeting, implementing, maintaining, and securing the city's information technology. Joan worked closely with city management and departments to align business goals with technology solutions to drive process improvements; developed policies and procedures to implement best practices for citywide technology projects; and was a staff liaison for a citizens' technology advisory committee. Under her supervision, the City's IT Division developed a public sector job board for use by local agencies. The application grew to include the ability to post the agency recruitment, accept the application online, and allow an agency to manage the recruitment process within one system.

During her tenure at the City of San Mateo, she developed skills related to business systems analysis, software development and methodology, daily operations, network infrastructure, e-mail systems, help desk, desktop operating and software systems, and backup and recovery.

Joan served on the local chapter and state board for the Municipal Information Systems Association of California (MISAC), an organization for public agency information technology professionals. Joan earned her Bachelor of Arts in Management from Saint Mary's College of California.



Office: Foster City, CA (remote)

Years with Firm: 1

Specialties

- Technology Strategic Planning
- Organizational Assessments
- Project Management
- Business Process Review
- Request for Proposal Development

Professional History

- Raftelis: Senior Advisor (2024-present)
- Baker Tilly LLC through Acquisition: Special Advisor (2024)
- Management Partners: Special Advisor (2015-2024)
- Independent Project Management Consultant (2014-2015)
- City of Foster City, CA: IT Manager (2000-2013)
- City of San Mateo, CA: Senior Systems Analyst (1986-2000)

Education

- Bachelor of Arts in Management - Saint Mary's College of California

Nick Zoller, APR

SUBJECT MATTER EXPERT – COMMUNICATIONS

Senior Manager

ROLE

Nick will provide input and guidance as a Subject Matter Expert for the strategic communications components of this project.

PROFILE

Nick is a seasoned communications executive and strategist with 15+ years of experience leading the high-profile public sector and consulting engagements. As the Strategic Communications Practice Leader at Raftelis, he helps local governments and utilities strengthen public trust, drive effective engagement, and improve outcomes through strategic, data-informed communications. He advises executive leaders, elected officials, and communicators on high-impact issues, guiding them through crises, campaigns, and organizational change. Previously, as Senior Director of Communications for the City of Savannah, Nick led executive messaging, crisis response, and citywide education initiatives. He excels at developing integrated storytelling strategies that build credibility, shape public opinion, and deliver measurable impact. Nick is also passionate about mentoring teams and advancing best practices across the profession.

As the leader of Raftelis' Strategic Communications practice, Nick manages a team of communications professionals. He provides counsel to government and utility clients on high-stakes issues, engagement strategy, and campaign design. He also develops best practices for effective communications and public trust-building initiatives.

KEY PROJECT EXPERIENCE

- Placer County (CA): Strategic Communications Framework
- City of Savannah (GA): Public Engagement and Strategic Communication (note: some of these are expanded individually below for use as needed)
- Emergency Response Communication (FL & GA): Crisis Communication Strategy
- Marion County (FL): Strategic Public Engagement and Campaign Leadership
- City of Savannah (GA): Stormwater Utility Outreach and Engagement
- City of Savannah (GA): Casey Canal Phase 2 Drainage Infrastructure Public Engagement



Office: Savannah, GA (remote)

Years with Firm: <1

Specialties

- Strategic communications planning
- Stakeholder engagement & public participation
- Crisis & issues management
- Brand & reputation management
- Media relations & spokesperson training
- Digital & social media strategy
- Community outreach & event management
- Performance measurement & analytics
- Executive communications coaching
- Team building & development

Professional History

- Raftelis: Senior Manager/Strategic Communications Practice Leader (2025-present)
- City of Savannah, GA: Senior Director of Communications/Chief Communications Officer (2019-2025)
- Marion County, FL: Director of Public Relations (2016-2019)
- Pinellas County, Florida: Public Information Officer – Public Works & Utilities Communications Coordinator (2014-2016)
- Independent Consultant: Communications & Media Relations (2009-2014)

Education

- M.S., Mass Communication - Florida International University (2016)
- B.S., Public Policy & Administration - St. Petersburg College (2015)

Certifications

- APR – Accreditation in Public Relations, Public Relations Society of America (2018)

Professional Memberships

- Public Relations Society of America (PRSA)
- National Association of Government Communicators (NAGC)

James Flick

STAFF CONSULTANT

Senior Consultant

ROLE

James will work at the direction of Jonathan in conducting interviews, directing research and analysis, preparing recommendations, and drafting deliverables.

PROFILE

James has over 14 years of organizational leadership experience, including six years in local government. Most recently, James served as the Director of Economic Development and Public Information Officer for Deerfield Township in Warren County, Ohio. Previously, he was a Development Officer and oversaw the Policy and Communication Division for the Department of Community and Economic Development at the City of Cincinnati.

James' areas of expertise include economic development, project management, and performance measurement. In addition, he is a skilled communicator, analyst, and creative problem solver.

During his tenure at Deerfield Township, James worked closely with entrepreneurs looking to start a business, assisted existing companies with relocations and expansions, and managed development projects of varying scales. He also served on the Executive Board of the Warren County Small Business Development Alliance.

At the City of Cincinnati, James supported business attraction initiatives and evaluated commercial development opportunities in the Central Business District. He was also instrumental in developing policies, programs, and strategic plans to address smart city initiatives, small business growth, retail revitalization in the urban core, and foreign direct investment.

James has presented at several state and regional conferences on smart cities, data and demographics, and economic development's relationship to parks. He is also an Adjunct Instructor for the Northern Kentucky University Master of Public Administration program, where he teaches Community Development, Public Policy, and Budgeting.

James earned a bachelor's degree in political science from Eastern Michigan University and a master's degree in public administration from Northern Kentucky University.



Office: Cincinnati, OH
Years with Firm: 4

Specialties

- Organizational assessment
- Strategic Planning

Professional History

- Raftelis: Senior Consultant (2021-present)
- Northern Kentucky University: Adjunct Instructor (2017-2021)
- Deerfield Township, Ohio: Economic Development Director/Public Information Officer (2018-2021)
- City of Cincinnati: Development Officer /Interim Division Manager, Policy and Communication (2016-2018)
- Cushman and Wakefield: Vice President of Research and Marketing (2010-2016)

Education

- Master of Public Administration – Northern Kentucky University (2010)
- Bachelor of Arts in Political Science – Eastern Michigan University (2006)

Certifications

- Economic Development Finance Professional Certification (Grow American formerly NDC)

Professional Memberships

- International City/County Management Association (ICMA)
- American Society for Public Administration (ASPA)

Claire Pritchard

STAFF CONSULTANT

Senior Consultant

ROLE

Claire will work at the direction of Jonathan in conducting interviews, directing research and analysis, preparing recommendations, and drafting deliverables.

PROFILE

Claire has more than 10 years of experience in management consulting and local government management. She began her consulting career following five years of service with Dakota County, Minnesota, where, most recently, she held the position of assistant to the county manager. While with Dakota County, Claire coordinated the County's legislative agenda, assisted in the development of the annual budget, and conducted financial impact analyses and process improvement efforts for a variety of County functions. Claire also coordinated the County's transition to a new form of government in 2013.

As a consultant, Claire has worked on organizational and staffing analyses for communities around the country, such as the Town of Nantucket, Massachusetts, the City of Allentown, Pennsylvania, and the City of Bloomington, Indiana, as well as several utilities, including Fairfax Water, Virginia, Pinellas County Utilities, Florida, the San Diego Public Utilities Department, California, and Tampa Bay Water, Florida.

Claire has assisted in developing financial models to analyze revenue and expenditure trends, as well as conducted detailed staffing and workload analysis to determine optimal organizational structures. She has developed and analyzed an array of employee and community-based surveys. Claire has conducted several best practice and benchmarking research projects and has assisted in the creation of strategic planning and implementation deliverables.

Claire earned a bachelor's degree in political science from the University of Chicago and a master's degree in public policy from the University of Chicago Harris School of Public Policy. She is a member of the International City/County Management Association and is a former ICMA Local Government Management Fellow.



Office: Cincinnati, OH

Years with Firm: 7

Specialties

- Organizational assessment
- Staffing analysis
- Survey and data analysis
- Best practice and benchmarking research

Professional History

- Raftelis: Senior Consultant (2023-present); Consultant (2021-2022); Associate Consultant (2020-2021); Associate Consultant, The Novak Consulting Group (2018-2020)
- Dakota County, Minnesota: Assistant to the County Manager (2013-2017)
- National Association of Regional Councils: Policy Intern (2012)
- Congressional Research Service (2010-2011)

Education

- Master of Public Policy - University of Chicago (2013)
- Bachelor of Arts in Political Science - University of Chicago (2009)

Professional Memberships

- International City/County Management Association (ICMA)
- Engaging Local Government Leaders (ELGL)
- International Facility Management Association (IFMA)

Jordan Jerkovich

STAFF CONSULTANT

Consultant

ROLE

Jordan will work at the direction of Jonathan in conducting interviews, directing research and analysis, preparing recommendations, and drafting deliverables.

PROFILE

Jordan's local government experience spans multiple service areas, jurisdictions, and countries, including sustainability, administration, procurement, and community development at local governments in Sweden, Scotland, and the United States. He most recently served as the Community Development Director for the City of Lindsborg, Kansas, where he helped to facilitate and develop the department's functional areas, including current and long-range planning, development services, and special projects. Through his work and education, he has developed a broad knowledge of local government administration and development issues, including leadership and management practices, housing policy and development, climate change and sustainability, systems and process mapping, community engagement, volunteer program development, among others. As a Consultant with Raftelis, Jordan is responsible for delivering client services across a range of activities, including strategic planning, organizational assessment, studies, and facilitation services.

Jordan earned a Master of Public Administration in Local Government Management from the University of Kansas, graduating with honors and admission to Phi Alpha Alpha, the National Honors Society for Public Affairs and Administration. He earned a second Master of Science in Strategic Leadership towards Sustainability from Blekinge Institute of Technology in Sweden, where he co-authored his thesis "Pursuing Sustainability and Prosperity in Swedish Municipalities: Using Indicators to Inform Strategic Governance." Jordan also earned a Bachelor of Arts in Environmental Studies and a Bachelor of Science in Business Management and Leadership from the University of Kansas with certificates in sustainability and research experience. Jordan recently served as the Vice Chair of the McPherson Housing Coalition, a registered Community Housing Development Organization working to provide housing solutions for moderate and low-income families.



Office: Kansas City, MO

Years with Firm: 2

Specialties

- Strategic plans
- Organizational assessments
- Process improvement
- Facilitation
- Data analysis and visualization
- Community development
- Climate and sustainability
- Leadership and management

Professional History

- Raftelis: Consultant (2023-present)
- City of Lindsborg, Kansas: Community Development Director (2021-2023)
- Stirling Council, Scotland: Administrative Support Officer (2020-2021)
- City of Grandview, Missouri: Management Intern (2019)
- Blekinge Institute of Technology, Sweden: Sustainability Consultant (2018-2019)

Education

- Master of Public Administration in Local Government Management - University of Kansas (2022)
- Master of Science in Strategic Leadership towards Sustainability - Blekinge Institute of Technology (2019)
- Bachelor of Science in Business Management and Leadership - University of Kansas (2016)
- Bachelor of Arts in Environmental Studies - University of Kansas (2015)

Professional Memberships

- International City/County Management Association (ICMA)
- American Planning Association (APA)

Polly Englot

STAFF CONSULTANT

Associate Consultant

ROLE

Polly will work at the direction of Jonathan in conducting interviews, directing research and analysis, preparing recommendations, and drafting deliverables.

PROFILE

Polly has robust analytical experience throughout the public sector, having worked in local government, nonprofit, and international development settings. She is proficient in the areas of budget planning and analysis, process improvement, and project management. Polly is a detail-oriented problem solver who leverages data and organizational analysis to identify trends and actionable solutions.

Prior to joining Raftelis, Polly worked in Broward County's Office of Management and Budget in southern Florida. She supported the monitoring and development of over \$100 million annual operating budgets for judicial offices and the county's extensive environmental agency. This work included forecasting for a dozen special revenue funds, monitoring state and federal grants, assessing payroll and benefit costs for over 500 employees, and evaluating new staffing and capital project requests.

Throughout her academic studies, Polly developed highly functional skills in GIS analysis, data visualization and communication, evaluation design, and public budgeting. She strengthened these skills in the classroom by learning from her prior tenure at Food Bank for New York City, where she supported planning and content development for over 90 marketing campaigns and events annually. In addition, she collaborated with stakeholders and donors at all levels to raise awareness, fundraise, and support the Food Bank's clients.

Polly began her career in program operations supporting international public health programs based in West Africa, funded by major public and private grantors. Programs ranged from women's health information campaigns to sanitation service delivery research, and she completed technical assistance trips to Ghana and Liberia.

Polly earned a master's degree in public policy from Duke University's Sanford School of Public Policy and a bachelor's degree in geography, with minors in Arabic and French, from Bucknell University in Pennsylvania.



Office: San Francisco, CA
(remote)

Years with Firm: 1

Specialties

- Municipal budget development
- Project management
- Organizational assessment
- Process improvement
- Event planning and facilitation
- Forecasting
- Data analysis

Professional History

- Raftelis: Associate Consultant (2024-present)
- Broward County: Budget and Management Analyst (2022-2023)
- Food Bank for New York City: Marketing and Events Coordinator (2018-2020)
- Population Services International: Program Coordinator (2016-2018)

Education

- Master of Public Policy - Duke University, Sanford School of Public Policy (2022)
- Bachelor of Arts in Geography, minors in Arabic and French - Bucknell University (2016)

Title:	Vernon Street/Atlantic Street Multimodal Safety Improvement Project - Award of Contract and Budget Adjustment
Contact:	Karen Vences 916-774-5412 kavences@roseville.ca.us

SUMMARY

Staff recommends approval of a construction agreement with Martin Brothers Construction in the amount of \$1,948,279 for the construction of the Vernon Street/Atlantic Street Multimodal Safety Improvement Project, and approval of a budget adjustment to fully fund the construction in the amount of \$1,650,000 from the Highway Users Tax Fund. The project will include intersection improvements at Vernon Street/Atlantic Street and Folsom Road to improve traffic circulation and improve accessibility for bicyclists and pedestrians. Project features include construction of enhanced pedestrian crosswalks, landscaped median, pavement rehabilitation, and lane reductions. Work is expected to begin in late fall 2025 and be completed by summer 2026. This project is also supported by funding previously appropriated from the Local Transportation Fund, a Highway Safety Improvement Program Grant, and the General Fund.

RECOMMENDATION

Staff recommends that the City Council:

1. Award the base bid and add alternative for the Vernon Street/Atlantic Street Multimodal Safety Improvement Project to the low bidder, Martin Brothers Construction, for \$1,948,279 and adopt a resolution authorizing the City Manager to execute the agreement and authorize change order authority of 10% of the contract amount (\$194,827); and
2. Adopt an ordinance to approve a budget adjustment in the amount of \$1,650,000 from the Highway Users Tax Fund to fully fund project construction.

BACKGROUND

Vernon Street through Downtown Roseville is a two-lane collector road with on-street parking and posted speed limits ranging between 15 to 25 mph. The Council-adopted Downtown Specific Plan identifies the need for intersection improvements at Vernon Street/Atlantic Street and Folsom Road to improve traffic circulation, improve accessibility for bicyclists and pedestrians, and provide better connectivity between Historic Old Town and Downtown.

The project will include improvements to Vernon Street beginning at Lincoln Street, and will extend through the S-curve up to Yosemite Street. The project scope includes the construction of enhanced pedestrian crosswalks, rectangular rapid flashing beacons, green bike lanes to improve visibility, pavement rehabilitation, lane reductions to slow vehicle speeds, and turning restrictions at low volume intersections to reduce conflict zones. All of these improvements are designed to benefit driver, bicyclists, and pedestrian safety through the corridor. This project will also improve corridor aesthetics by including a raised landscaped median upon entering Vernon Street into the Downtown area.

At the April 16, 2025, meeting, Council approved the plans and specifications for the project and authorized staff to call for bids. The bid opening was held on August 26, 2025, and a total of five bids were received. The following is a summary of the engineer's estimate and the 3 lowest bids received:

Bidder	Base Bid	Alternate	Total
<i>Engineer's Estimate</i>	\$1,745,350	\$175,850	\$1,921,200
Martin Brothers Construction	\$1,620,951	\$327,328	\$1,948,279
FBD Vanguard Construction, Inc.	\$1,700,008	\$248,852	\$1,948,860
Central Valley Engineering & Asphalt, Inc.	\$1,726,070	\$232,199	\$1,958,269

Given the bids received, it is recommended to award the base bid plus the add alternate bid item.

Construction of the project is anticipated to begin late fall 2025 and be completed by summer 2026.

PUBLIC OUTREACH

Public Works staff will be working closely with the Public Affairs & Communications Department to continue to keep the community informed of the project's benefits, progress, and construction impacts. Communications include, but are not limited to: direct mail, signage, social media, project webpage (roseville.ca.us/atlantic), and email newsletters.

FISCAL IMPACT

The project was previously funded by \$1,309,360 in the General Fund, Highway Users Tax (HUT) Fund, Local Transportation Fund (LTF), and Highway Safety Improvement Program (HSIP) Grant funds. The requested budget adjustment of \$1,650,000 appropriates funds from the Highway Users Tax Fund to provide sufficient funding for project construction, change order authority, and construction management. The new total project budget will be \$2,959,360.

IMPACT OF MAINTENANCE COSTS FOR LANDSCAPING

This project includes landscaping improvements along the corridor that will require maintenance by the City's Parks, Recreation and Libraries Department (PRL) that are expected to be approximately \$2,000 per year. The PRL operating budget for landscape maintenance in the General Fund will increase by an estimated \$2,000 within the citywide budget process beginning the fiscal year after project completion as a result of this project.

ENVIRONMENTAL REVIEW

Development of the Vernon Street/Atlantic Street Multimodal Safety Improvement Project was previously evaluated in the Downtown Specific Plan EIR (certified April 3, 2009, SCH No. 2007102090), and identified in the associated Downtown Specific Plan. Construction of the Vernon Street/Atlantic Street Multimodal Safety Improvement Project is found to be within the scope of the project covered by the Downtown

Specific Plan EIR. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including Gateway Elements, landscaping, and multimodal safety improvements, to the extent applicable. Because the project is consistent with Downtown Specific Plan EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the Downtown Specific Plan EIR will be implemented during the design and construction of the Vernon Street/Atlantic Street Multimodal Safety Improvement Project. Because the proposed project meets the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Karen Vences, Assistant Engineer

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Location Map
2. Resolution 25-321
3. Vernon Atlantic-Contractor Agreement
4. Ordinance 6999

REVIEWERS:

Karen Vences, Public Works Department - Engineering - City Project's	Created/Initiated - 9/18/2025
Jerome Pastor, City Clerk Department	Approved - 9/19/2025
Jesse Khatkar, Public Works Department - Engineering - City Project's	Approved - 9/24/2025
Noah Siviglia, Public Works Department - Engineering - Traffic Engineering	Approved - 9/25/2025
Stefanie Kemen, Public Works Department - Engineering - Traffic Engineering	Approved - 9/25/2025
Gretchen Hakala, City Attorney Department	Approved - 9/26/2025
Katrina Six, City Clerk Department	Approved - 9/26/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/3/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/3/2025
Dominick Casey, City Clerk Department	Approved - 10/6/2025
Katrina Six, City Clerk Department	Final Approval - 10/6/2025

VERNON STREET/ATLANTIC STREET
MULTIMODAL SAFETY IMPROVEMENT
PROJECT

LOCATION MAP



RESOLUTION NO. 25-321

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MARTIN BROTHERS CONSTRUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement, for the Vernon Street/Atlantic Street Multimodal Safety Improvement project, by and between the City of Roseville and Martin Brothers Construction, 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 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 ten percent (10%) of the contract amount.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____ day of _____,
20____, by and between the City of Roseville, a municipal corporation, ("CITY"), and
Martin Brothers Construction _____, a **Corporation** _____,
("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 16th day of
April _____, 2025 _____, approved plans and specifications for the _____
Vernon Street/Atlantic Street Multimodal Safety Improvement Project _____

and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 26th day of **August** _____, 2025 _____; 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 15th day of **October** _____, 2025 _____, 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 _____
Vernon Street/Atlantic Street Multimodal Safety Improvement Project
_____ in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR One Million Nine Hundred Forty Eight Thousand Two Hundred Seventy Nine dollars (\$ 1,948,279.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

- a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);
- b. The accepted bid;
- c. Plans and specifications (including standard construction specifications, special provisions and construction details);
- d. Bonds and insurance required by the specifications; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 4000 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

Public Works - Engineering
311 Vernon St.
Roseville, CA 95678
916-746-1300

CONTRACTOR

Martin Brothers Construction
8801 Folsom Blvd, Ste 260
Sacramento, CA 95826
fax 916-381-0611

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.

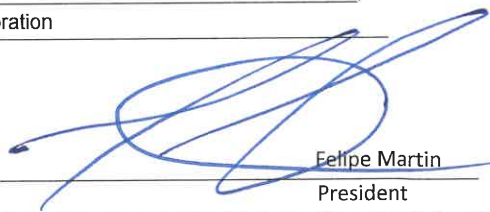
14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED 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

Martin Brothers Construction _____, a
Corporation

BY:  _____
its: Felipe Martin
President

and

ATTEST:

BY:  Gregory Meredith
its: _____ Secretary

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
Print Name: Jason Shykowski
Title: Public Works Director

ORDINANCE NO. 6999

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2025-26
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2025-26, is hereby amended as listed on the attached budget adjustment for the Vernon Street/Atlantic Street Multimodal Safety Improvement project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 07/03/2025

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Karen Vences, Assistant Engineer	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Karen Vences, Assistant Engineer	ORDINANCE:	
DEPARTMENT/DIVISION:	Public Works/Engineering		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2305	6587	84001	500324	1,650,000	Increase Capital Outlay CIP Projects budget for the Vernon Atlantic Multimodal Safety Improvement project
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				1,650,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS INTOTAL				-	

NET ADJUSTMENT	1,650,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2305	3601	00000	000000	(1,650,000)	Reduce Highway Users Tax Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(1,650,000)	

Justification for Budget Adjustment:

The Public Works department is requesting a budget adjustment of \$1,650,000 to increase the Vernon Atlantic Multimodal Safety Improvement project (500324) budget from available resources in the Highway Users Tax (2305) fund.

Additional funding is needed for construction, construction management, and design support during construction.

The current project budget is \$1,309,360. With this adjustment, the revised project budget will total \$2,959,360.



City Council Communication

Meeting Date: 10/15/2025

Item #: VI.5

File #: 0900-01-01 & 0201-

01

Item ID: 2025-724

Title:	Council Chambers Renovation Project - Budget Adjustment
Contact:	Lori Crittenden 916-774-5707 lcrittenden@roseville.ca.us

SUMMARY

Staff recommends approval of a budget adjustment of \$873,457 to consolidate the remaining funds from the Council Chambers Conference Room Design and Construction Project into the Council Chambers Renovation Project, for a revised project total budget of \$2,873,457. Funding for the project is from the Public Facilities Fund and the Cable TV Public, Educational, and Governmental (PEG) Fund. No General Fund resources are being used for the project.

RECOMMENDATION

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment of \$873,457 of the Public Facilities Fund to consolidate the funds from the FY2023-24 Council Chambers Conference Room Design and Construction Project into the budget for the Council Chambers Renovation Project.

BACKGROUND

In 2023, the City conducted an evaluation of the Council Chambers to identify necessary improvements and support long-term planning for continued use. The study recommended several enhancements, including a larger Council Chamber, an upgraded lobby to improve security, and an adjacent conference room for use by City Council and staff.

Based on these recommendations, an initial project was established to construct the new conference room. However, following further analysis and consideration of the study's broader findings, the City determined that a more comprehensive approach was warranted. A second project was subsequently initiated to address interior renovations and the development of a new lobby designed to serve as overflow seating for Council meetings, an economical solution to accommodate increased public attendance.

The expanded lobby also supports televised Council proceedings and enhances public accessibility. City Council approved moving forward with selective upgrades to the Council Chambers, including improvements to aesthetics, media lighting, and mechanical systems, as well as the construction of a new lobby, conference room, accessible path of travel, and updated restroom facilities.

Because the Council Chambers Renovation Project now includes the scope of the original Council Chambers Conference Room Design and Construction Project, staff recommends consolidating the remaining project budgets in the Public Facilities Fund.

FISCAL IMPACT

The recommended budget adjustment will consolidate the remaining funds from the Council Chambers Conference Room Design and Construction Project into the Council Chambers Renovation Project, for a

revised project total budget of \$2,873,457. Funding for the project is from the Public Facilities Fund and the Cable TV Public, Educational, and Governmental (PEG) Fund. No General Fund resources are being used for the project.

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 action is a budget adjustment that consolidates funds from two separate components/funds (design and construction) of the same overall project: renovation of the City Council Chambers. Notices of Exemption were prepared for both components of the project subject to CEQA in November 2023 and August 2025. Design has been completed, and construction has commenced: the proposed action is strictly a fiscal activity, which meets the above criteria and is therefore not subject to additional CEQA review. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

- 4. Invest in well-planned infrastructure and growth
- 6. Deliver exceptional City services

Respectfully Submitted,
Lori Crittenden, Project Coordinator

Jason Shykowski, Public Works Director

ATTACHMENTS:

- 1. Ordinance 7002
- 2. 2025_NOE - Council Chambers Renovation Project - Contractor

REVIEWERS:

Lori Crittenden, Public Works Department - Facilities	Created/Initiated - 9/24/2025
James Kremko, Public Works Department - Facilities	Approved - 9/25/2025
Stefanie Kemen, Public Works Department - Engineering - Traffic Engineering	Approved - 9/26/2025
Gretchen Hakala, City Attorney Department	Approved - 9/30/2025
Katrina Six, City Clerk Department	Approved - 9/30/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/1/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/2/2025
Dominick Casey, City Clerk Department	Approved - 10/6/2025
Katrina Six, City Clerk Department	Final Approval - 10/6/2025

ORDINANCE NO. 7002

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2025-26
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2025-26, is hereby amended as listed on the attached budget adjustment for the Council Chambers Renovation project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 07/03/2025

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Lori Crittenden, Project Coordinator	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Darci Carpenter, Administrative Technician	ORDINANCE:	
DEPARTMENT/DIVISION:	PWD Facilities (Rehab)		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3355	6587	84001	500427	(873,457)	Reallocate budget from project 500427 to 500528
3355	6587	84001	500528	873,457	Reallocate budget from project 500427 to 500528
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	
	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:

Public Works is requesting a budget adjustment to reduce the Council Chambers Conference Room Design and Construction Project (500427) and reallocate the funds to the Council Chambers Renovation Project (500528).

This action will consolidate project funding to a single project for a revised project budget of \$2,873,457 and close the Council Chambers Conference Room Design and Construction Project (500427).



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: City Council Chambers Renovation & Addition

Project Location(s): 311 Vernon Street, Roseville, California 95678 (APNs 013-124-017-000, 013-124-018-000, 013-124-022-000, and 013-124-023-000)

Project Description: This project would allow for the renovation of the City Council Chambers located within the existing Civic Center building located at 311 Vernon Street. The existing City Council Chambers no longer provide enough space to accommodate existing demand. The Chambers have been the same size and configuration within the Civic Center since the building was built, although the city and its population have nearly doubled since then. The City Council Chambers renovation will also allow for needed safety and technological upgrades. The upgrades would be built out within the existing building, involving the movement of walls, electrical components, plumbing, and other systems. The project enables the City Council, various City commissions, and staff to better serve the community and would not result in any increase in new or unplanned growth.

Public Agency Approving Project: Roseville City Council

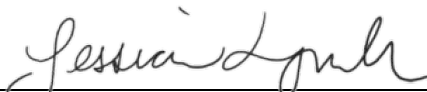
Agency/Individual Carrying Out Project: City of Roseville Public Works Department

Reason why this Project is Exempt: This project qualifies for a Class 1 Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 1 consists of the ...minor alteration of existing public...structures, facilities, [or] mechanical equipment...involving negligible or no expansion of existing or former use.... Examples include but are not limited to: (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances..."

The project is confined to within the existing Civic Center and on City property and would not result in expansion of use. No environmentally sensitive resources are located within or near the property; therefore the Class 1 exemption is applicable to the proposed project.

Lead Agency Contact Person: Tiffany Valdez, Finance Department, (916) 746-1109.

Signature:  Date: 7/8/2025
Jessica Lynch, Environmental Coordinator,
City of Roseville



City Council Communication

Meeting Date: 10/15/2025

Item #: VI.6

File #: 0400-04-13-1 &

1002-06

Item ID: 2025-666

Title:	Creekview Ranch Lift Station Infrastructure Improvements - Dedicating Sewer Easement Across City Property to Placer County
Contact:	Ed Winston 916-774-5432 ewinston@roseville.ca.us

SUMMARY

Staff recommends approval of a Grant of Easement dedicating a public sewer easement to Placer County as described in its attached exhibits A & B. Placer County has requested that the City dedicate a sewer easement along the westerly boundary of the Dry Creek Wastewater Treatment Plant (DCWWTP) where a segment of the Creekview Ranch Lift Station sewer mains encroach into City-owned property. These actions have no fiscal impact to the City's General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution approving the Grant of Easement dedicating a public sewer easement to Placer County as described in its attached exhibits A & B; and authorizing the City Manager to execute the Grant of Easement on behalf of the City and any and all documents as may be necessary to effect the recordation and enforcement of this action, and authorizing the City Clerk to do all things necessary, including recordation, to effectuate the purposes hereof.

BACKGROUND

Placer County has requested that the City dedicate a sewer easement along the westerly boundary of the Dry Creek Wastewater Treatment Plant (DCWWTP) where a segment of the Creekview Ranch Lift Station sewer mains encroach into City-owned property. The lift station site falls within the Creekview Ranch development within Placer County immediately southwest of the City limits. The sewer mains that convey wastewater from the lift station to the nearby DCWWTP are currently under construction and will encroach into the City limits along the westerly boundary of the plant. Staff has considered Placer County's request and is recommending that the City dedicate a sewer easement to allow the County to maintain their sewer line facilities which serve the Creekview Ranch development.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

The proposed project involves minor alteration in land use limitations in areas with an average slope of less than 20%, which do not result in any changes in land use or density. This activity is categorically exempt from CEQA as a Class 5 Exemption (State CEQA Guidelines Section 15305). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Ed Winston, Associate Engineer

Mike Isom, Development Services Director

ATTACHMENTS:

1. Resolution 25-327
2. Creekview Ranch Sewer Easement
3. Creekview Ranch Vicinity Map
4. Notice of Exemption

REVIEWERS:

Ed Winston, Development Services Department - Engineering Division	Created/Initiated - 9/24/2025
Marc Stout, Development Services Department - Engineering Division	Approved - 9/24/2025
Mike Isom, Development Services Department	Approved - 9/24/2025
Gretchen Hakala, City Attorney Department	Approved - 9/30/2025
Katrina Six, City Clerk Department	Approved - 9/30/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/1/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/1/2025
Katrina Six, City Clerk Department	Final Approval - 10/2/2025

RESOLUTION NO. 25-327

APPROVING A GRANT OF A PUBLIC SEWER EASEMENT, BY THE CITY OF ROSEVILLE TO PLACER COUNTY, AUTHORIZING THE CITY MANAGER TO EXECUTE IT, AND AUTHORIZING THE CITY CLERK TO RECORD IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Placer County has requested that the City dedicate a sewer easement along the westerly boundary of the Dry Creek Wastewater Treatment Plant where a segment of the Creekview Ranch Lift Station sewer mains encroach into City-owned property; and

WHEREAS, staff has considered Placer County's request and is recommending that the City dedicate a sewer easement to allow the County to maintain their sewer line facilities which serve the Creekview Ranch development; and

WHEREAS, the Public Sewer Easement, by the City of Roseville to Placer County, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Grant of Public Sewer Easement is hereby approved and that the City Manager is authorized to execute it and any and all documents as may be necessary to effect the recordation and enforcement of this action on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to do all things necessary, including recordation, to effectuate the purposes hereof.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk

**Project Name: Creekview Ranch Lift Station
Infrastructure Improvement Plans ESD24-00372**

Recording requested by and Return to:
Department of Public Works, Environmental
Engineering Division
3091 County Center Drive, Suite 170
Auburn, CA 95603
530-886-6846
Attention: Huey Nham

THIS SPACE IS RESERVED
FOR THE RECORDER'S USE

Exempt from Recording Fees – Govt Code 27383

COUNTY OF PLACER

OFFER OF DEDICATION

SEWER EASEMENT

For the receipt of one dollar (\$1.00) or other good and valuable consideration,

City of Roseville, a Municipal Corporation

the undersigned GRANTOR(S), hereby irrevocably offers for dedication to the County of Placer, State of California, an easement for pipeline purposes and incidentals thereto, including but not limited to the construction and maintenance of a gravity or pressure sewer line, together with the right of ingress and egress upon, over, under and across all that real property situated in the County of Placer, State of California, bounded and described below. Sewer Easement shall be kept free of permanent structures, debris, parked vehicles or trailers, trees, landscaping except for minor features such as ground cover and shrubs, or any other objects that could obstruct ingress and egress on, over, and across the property as outlined in this easement. Any owner installed fencing shall be gated in a location(s) and width(s) that allows access by applicable vehicles and COUNTY personnel.

(Any and all interest in the property conveyed by grantor to the County of Placer pursuant to this instrument runs with the land and is binding on the heirs, assigns and successors of the grantor.)

(See Attached Exhibits “A” & “B”)

GRANTOR(S)
City of Roseville, a Municipal Corporation

Dated this ____ Day of _____, 20____,

Sign name

Print name and title

See following page for Acknowledgement

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 Placer

On _____ before me,

_____, Notary Public,
(name)

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 the 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.

(Seal)

Signature

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES

☐ CORPORATE OFFICER(S)

TITLE(S)

COMPANY

☐ PARTNER(S)

PARTNERSHIP

☐ ATTORNEY-IN-FACT

PRINCIPAL(S)

☐ TRUSTEE(S)

TRUST

☐ OTHER

TITLE(S)

ENTITY(IES) REPRESENTATIVE

CONSENT TO RECORDATION:

The County of Placer hereby consents to the recordation of the Offer of Dedication attached hereto. The County does not accept said offer at this time, but reserves the right to do so in the future, pursuant to authority conferred by Ordinance 6201-B.

DATE

SIGN NAME

PRINT NAME AND TITLE

ACCEPTANCE (1): BY AUTHORIZED AGENT:

This is to certify that the interest in real property conveyed by the deed or grant deed dated _____, 20____, from City of Roseville, a Municipal Corporation.

To the County of Placer, a government agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Ordinance 6201-B adopted on June 13, 2023 and the Grantee consents to the recordation thereof by its duly authorized agent.

DATE

SIGN NAME

Benjamin J. Bardakjian, County Surveyor

EXHIBIT "A"
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL FC(1) AS DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION, RECORDED IN BOOK 944 AT PAGE 291, OFFICIAL RECORDS OF PLACER COUNTY, ALSO BEING A PORTION OF SECTION 9, TOWNSHIP 10 NORTH, RANGE 6 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL FC(1), THENCE ALONG THE WEST LINE OF SAID PARCEL FC(1), NORTH 00°38'31" WEST 621.10 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 89°31'58" EAST 20.00 FEET;

THENCE ALONG A LINE THAT IS PARALLEL WITH AND 20.00 FEET EASTERLY OF SAID WEST LINE, MEASURED AT RIGHT ANGLES, SOUTH 00°38'31" EAST 585.41 FEET;

THENCE SOUTH 22°58'24" WEST 39.02 FEET TO THE SOUTH LINE OF SAID PARCEL FC(1);

THENCE ALONG SAID SOUTH LINE, NORTH 89°08'53" WEST 4.37 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL AREA OF 12,144 SQUARE FEET, MORE OR LESS.

THE ATTACHED PLAT ENTITLED "EXHIBIT B" IS MADE A PART OF THIS LEGAL DESCRIPTION.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS CALIFORNIA STATE PLANE COORDINATE SYSTEM ZONE 2, NAD 83, EPOCH DATE 2010, MEASURED BETWEEN NATIONAL GEODETIC SURVEY (NGS) PUBLISHED STATIONS "HPGN CA 03 09" (PID #JS4669) AND "NEWFIDDY" (PID #DL9185). SAID BEARING IS TAKEN AS NORTH 40°19'58" WEST.

END OF DESCRIPTION

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION PURSUANT TO THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

J.C. 190

PREPARED BY: JIM C. KOO, P.L.S. 7829
DATE: OCTOBER 16, 2024





0 100
SCALE: 1"=100'

DOC. 2022-0085611
SETZER

PARCEL FC(1)
944 O.R. 291
CITY OF ROSEVILLE

DOC. 2024-0013814
TAYLOR MORRISON OF CALIFORNIA, LLC

P.O.B.
SOUTHWEST CORNER
OF PARCEL FC(1)
PER 944 O.R. 291

N89°31'58"E
20.00'

SANITARY SEWER EASEMENT
12,144± S.F.

N00°38'31"W 621.10'
500°38'31"E 585.41'

20.00'

S22°58'24"W
39.02'

N89°08'53"W
4.37'

PARCEL FA(1)
944 O.R. 291
CITY OF ROSEVILLE

LEGEND

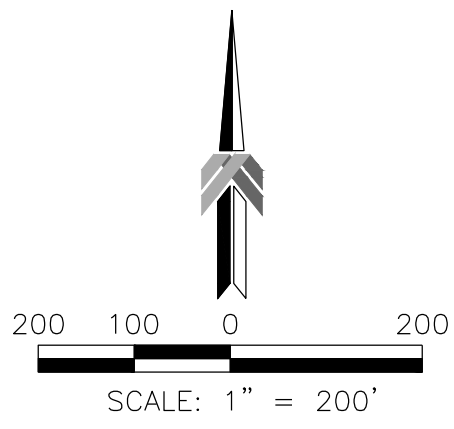
- DIMENSION POINT
- P.O.B. POINT OF BEGINNING
-  SANITARY SEWER EASEMENT
AREA = 12,144± S.F.



B BURRELL
CONSULTING
GROUP, INC.
1001 Enterprise Way, Suite 100
Roseville, CA 95678 (916) 783-8898

EXHIBIT "B"
CREEKVIEW RANCH
LIFT STATION INFRASTRUCTURE
OFF-SITE SANITARY SEWER EASEMENT
COUNTY OF PLACER CALIFORNIA

DRAWN BY: DKL	CHECKED BY: JCK
DATE: 10/16/2024	
SHEET 1 OF 1	
JOB NO. 2425-00-1422	



CREEKVIEW RANCH

VICINTY MAP

SEPTEMBER 2025

SITE

DRY CREEK

DRY CREEK
WASTEWATER PLANT

SEWER EASEMENT

LIFT STATION SITE

PFE ROAD

ANTELOPE ROAD



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: Creekview Ranch Lift Station Infrastructure Improvements - Dedicating Sewer Easement Across City Property to Placer County

Project Location: Western Boundary of the Dry Creek Wastewater Treatment Plant, Assessor's Parcel No. 473-040-033-000, 1800 Booth Road, Roseville, CA 95747

Project Description: The Development Services Department proposes approval of a Grant of Easement dedicating a public sewer easement to Placer County. The easement would be located along the westerly boundary of the Dry Creek Wastewater Treatment Plant (DCWWTP) where a segment of the Creekview Ranch Lift Station sewer mains, associated with the development of the Creekview Ranch development within unincorporated Placer County, encroach into City-owned property. The easement will allow Placer County to maintain the sewer line facilities which serve the Creekview Ranch development.

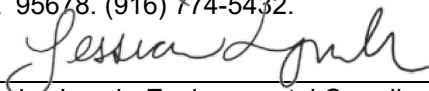
Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Development Services Department

Reason why this Project is Exempt: This project is exempt as described in Section 15305 of the California Environmental Quality Act (CEQA) guidelines, which states "Class 5 involves minor alteration in land use limitations in areas with an average slope of less than 20% and which do not result in changes in land use or density." The summary vacation is consistent with the above criteria, and therefore a Class 5 exemption applies to the project.

Lead Agency Contact Person: Edward Winston, Development Services Department, 311 Vernon Street, Roseville, CA 95678. (916) 774-5432.

Signature: _____


Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 9/8/2025



City Council Communication

Meeting Date: 10/15/2025

Item #: VI.7

File #: 0400-04-12-1

Item ID: 2025-611

Title:	Sierra Vista Village KT21A-1 - Notice of Completion
Contact:	Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

SUMMARY

Staff recommends approval of the Notice of Completion for the Sierra Vista Village KT21A-1. The Engineering Division has made a 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.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting Sierra Vista Village KT21A-1, CWJ# 190320 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) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Ignacio Vizcarra, Construction Inspector Supervisor

Mike Isom, Development Services Director

ATTACHMENTS:

1. Resolution 25-319
2. NOC Sierra Vista KT21A-1

3. Exhibit A Map SierraVista_KT21A1
4. FINAL MAP Sierra Vista KT 21A-1

REVIEWERS:

Ignacio Vizcarra, Development Services Department - Engineering Division	Created/Initiated - 9/10/2025
Mitch Raese, City Clerk Department	Approved - 9/15/2025
Marc Stout, Development Services Department - Engineering Division	Approved - 9/18/2025
Mike Isom, Development Services Department	Approved - 9/18/2025
Gretchen Hakala, City Attorney Department	Approved - 9/19/2025
Katrina Six, City Clerk Department	Approved - 9/26/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/30/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/1/2025
Katrina Six, City Clerk Department	Final Approval - 10/2/2025

RESOLUTION NO. 25-319

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Sierra Vista Village KT21A-1 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Sierra Vista Village KT21A-1 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 FF of Maps, Page 47 is hereby accepted, including Lot A.
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 _____, 2025, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Sierra Vista Village KT 21A-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 Marques General Engineering.

The surety on said project was _____
Lexon Insurance Company Bond # LICX1195262

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)

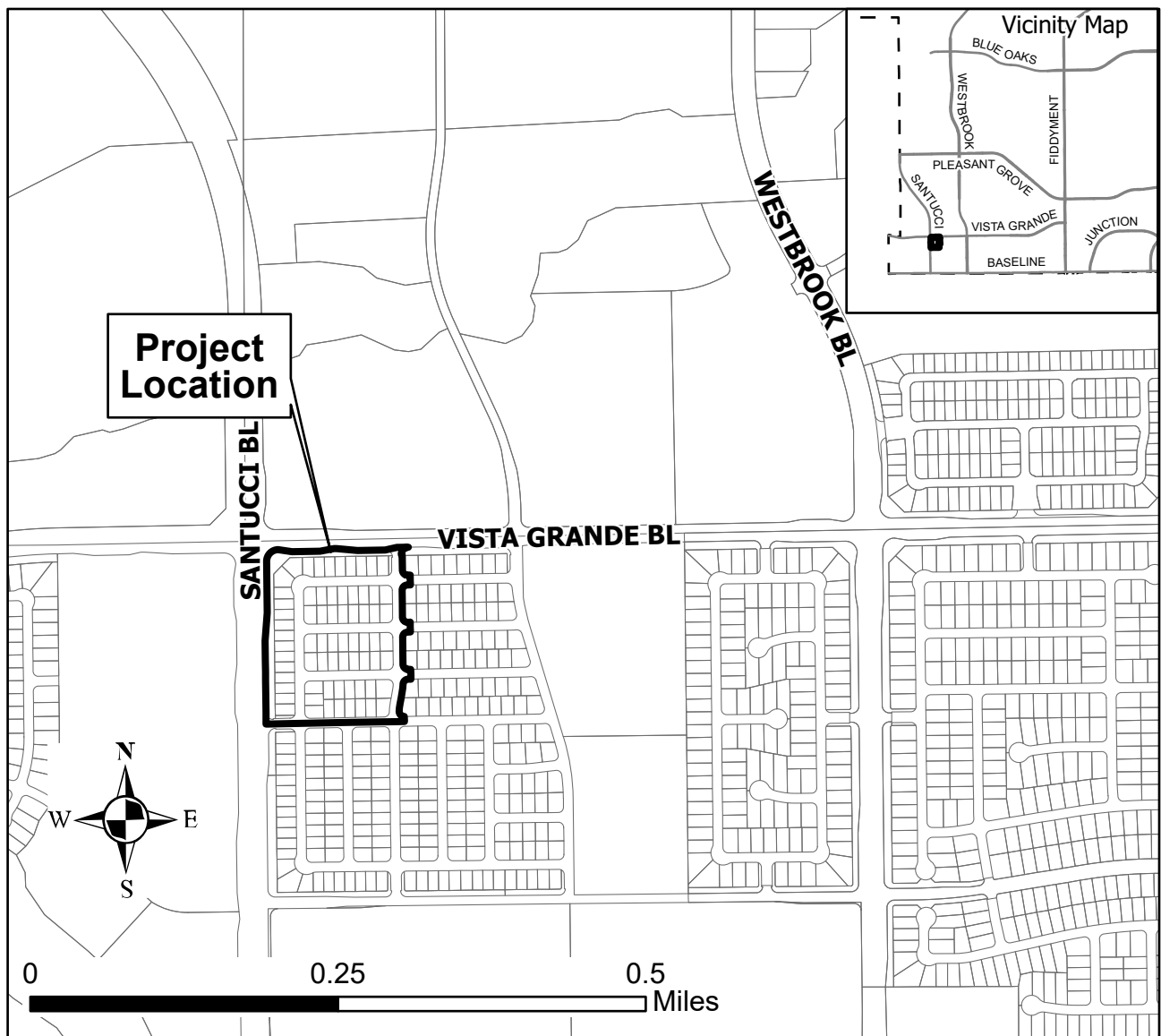
Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, Marc Stout
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville Sierra Vista KT 21A-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 KT 21A-1" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR 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, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS WIND RIVER DRIVE, HIMALAYA WAY, LAKE RANGE WAY, TRINITY ALPS WAY AND WADDINGTON WAY, LOT A, B, & C AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO 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) AS PUBLIC RIGHT OF WAY (INCLUDING IMPROVEMENTS THEREON), LOT A, LOT B AND LOT C AND THE STREETS SHOWN HEREON AS WIND RIVER DRIVE, HIMALAYA WAY, LAKE RANGE WAY, TRINITY ALPS WAY AND WADDINGTON WAY.

SIERRA VISTA COMMUNITIES, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT INVESTMENTS, INC., A CALIFORNIA CORPORATION

BY: Chrysanthi Demos BY: Ron Bertolina
NAME: CHRYSANTHY DEMOS NAME: Ron Bertolina
TITLE: PRESIDENT & CEO TITLE: Vice President

BY: LENNAR HOMES CALIFORNIA INC., A CALIFORNIA CORPORATION

BY: Larry Gualco / VP BY: Earl Keith
NAME: LARRY GUALCO NAME: Earl Keith
TITLE: VICE PRESIDENT TITLE: Controller / V.P.

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 } SS
COUNTY OF Placer

ON THE 24th DAY OF February, 2021, BEFORE ME, Monique Reynolds
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, Larry Gualco & Earl Keith, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR 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: Monique Reynolds

PRINTED NAME: Monique Reynolds

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: Placer

MY COMMISSION EXPIRES: Nov. 24, 2024

MY COMMISSION NO.: 2337907

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 } SS
COUNTY OF Sacramento

ON THE 1st DAY OF MARCH, 2021, BEFORE ME, Alim Valiev
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, Chrysanthi Demos & Ron Bertolina, 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. Valiev

PRINTED NAME: Alim Valiev

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: SACRAMENTO

MY COMMISSION EXPIRES: Dec 27, 2023

MY COMMISSION NO.: 2317355

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA KT 21A-1" 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 SIERRA VISTA COMMUNITIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2019. 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, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

R.E.Y. ENGINEERS, INC.

Craig E. Spiess
CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2021

DATE: 2/22/21



CITY ENGINEER'S STATEMENT

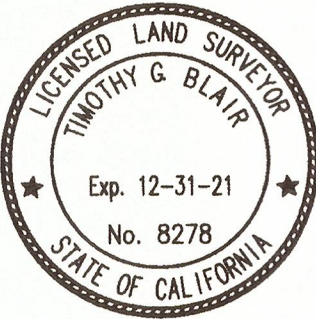
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA KT 21A-1" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

Marc Stout DATE: 3/4/21
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "SIERRA VISTA KT-21A-1" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair DATE: 3/16/21
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA KT 21A-1", AND ACCEPTING ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENT OFFERED HEREON FOR DEDICATIONS, AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B, C AND ALL RIGHTS OF WAY OFFERED HERON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

Roma Ornela
CITY CLERK, CITY OF ROSEVILLE

DATE: 3/16/21 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 7th DAY OF April, 2021, AT 02:05 P. M. IN BOOK FF OF MAPS, AT PAGE 47, IN THE OFFICE OF THE PLACER COUNTY RECORDER, STATE OF CALIFORNIA, AT THE REQUEST OF R.E.Y. ENGINEERS, INC.

Ryan Ranco DOCUMENT NO.: 2021-0048478
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
BY: R. Ranco FEE: \$ 95.00
DEPUTY

FINAL MAP OF
SIERRA VISTA
KT 21A-1

SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF A PORTION OF LOT 10 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 16-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

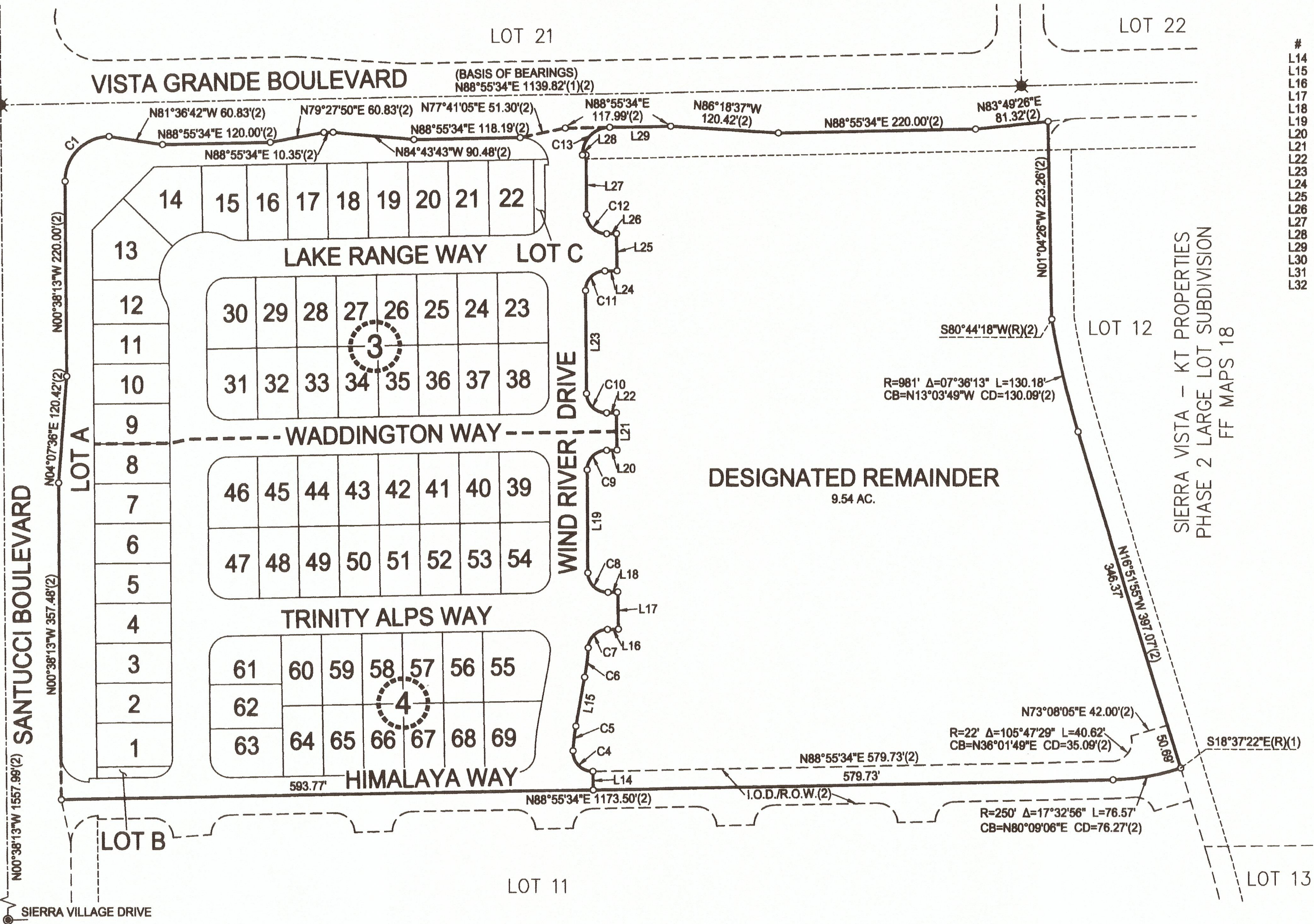
SHEET 1 OF 5 7310.024

MOURIER INVESTMENTS, LLC
DN 2007-0076354

FEDERICO LARGE LOT FINAL MAP EE
MAPS 6

SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
FF MAPS 18

LOT 6



LINE TABLE		
#	BEARING	LENGTH
L14	N01°04'26"W	21.00'
L15	N10°03'55"E	56.08'
L16	N88°55'34"E	12.24'
L17	N01°04'26"W	42.00'
L18	N88°55'34"E	11.00'
L19	N00°38'17"W	116.00'
L20	N88°55'34"E	11.65'
L21	N01°04'26"W	42.00'
L22	N88°55'34"E	11.00'
L23	N00°38'17"W	116.00'
L24	N88°55'34"E	13.65'
L25	N01°04'26"W	42.00'
L26	N88°55'34"E	11.00'
L27	N00°38'17"W	67.04'
L28	N89°21'43"E	4.00'
L29	N88°55'34"E	68.23'
L30	N88°55'34"E	579.73'
L31	N88°55'34"E	593.77'
L32	N88°55'34"E	319.26'

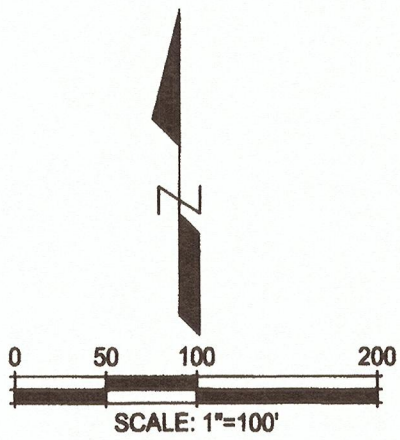
CURVE TABLE					
#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1(2)	50'	89°33'47"	78.16'	N44°08'41"E	70.44'
C4	22'	94°07'46"	36.14'	N44°00'33"W	32.21'
C5	229'	07°00'35"	28.02'	N06°33'38"E	28.00'
C6	271'	07°05'08"	33.51'	N06°31'21"E	33.49'
C7	22'	85°56'46"	33.00'	N45°57'11"E	29.99'
C8	22'	90°26'09"	34.72'	N45°51'21"W	31.23'
C9	22'	89°33'51"	34.39'	N44°08'39"E	30.99'
C10	22'	90°26'09"	34.72'	N45°51'21"W	31.23'
C11	22'	89°33'51"	34.39'	N44°08'39"E	30.99'
C12	22'	90°26'09"	34.72'	N45°51'21"W	31.23'
C13	31'	89°33'51"	48.46'	N44°08'39"E	43.67'

- NOTES:
- THE TOTAL AREA OF THIS SUBDIVISION IS 10.04 ACRES +/-, GROSS, CONSISTING OF 69 RESIDENTIAL LOTS, 3 LANDSCAPE LOT AND 1 (9.54 ACRE) DESIGNATED REMAINDER LOT.
 - ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
 - A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE KUHL & ASSOCIATES DATED JANUARY 10, 2018; PROJECT NUMBER WKA NO. 11712.02P AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT - ENGINEERING DEPARTMENT FILE #308-879.
 - ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7944" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED.
 - ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7944", WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING. A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7944" WILL BE SET ON THE SIDE LOT LINE 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 7944" WILL BE SET WITH EPOXY TO THE FACE WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AS OFFSET MONUMENT CANNOT BE SET.
 - A PORTION OF THE I.O.D./R.O.W. ON LOT 10 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, IS FULLY CONTAINED IN THE RIGHT OF WAY SHOWN HEREON.
 - COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE LOTS SHOWN HEREON ARE RECORDED AS DOCUMENT NO. 2020-0042952 OFFICIAL RECORDS OF PLACER COUNTY.

BASIS OF BEARINGS:
THE BEARING N 88°55'34" E, AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF VISTA GRANDE BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192" FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:
(1) EE MAPS 6
(2) FF MAPS 18

- LEGEND**
- MONUMENT TO BE SET PER (1) COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
 - MONUMENT TO BE SET PER (2) COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
 - FOUND 5/8" REBAR WITH PLASTIC PLUG STAMPED "LS 7944"
 - SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
 - DIMENSION POINT NOTHING FOUND OR SET
 - AC. ACRE
 - B.S.E. BUS SHELTER EASEMENT
 - CB CHORD BEARING
 - CD CHORD DISTANCE
 - (OA) OVERALL
 - P.E. PEDESTRIAN EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - (R) RADIAL
 - S.F. SQUARE FEET
 - () DENOTES RECORD INFORMATION
 - (1) SHEET NUMBER



FINAL MAP OF
SIERRA VISTA
KT 21A-1
SUBDIVISION No. PL17-0305

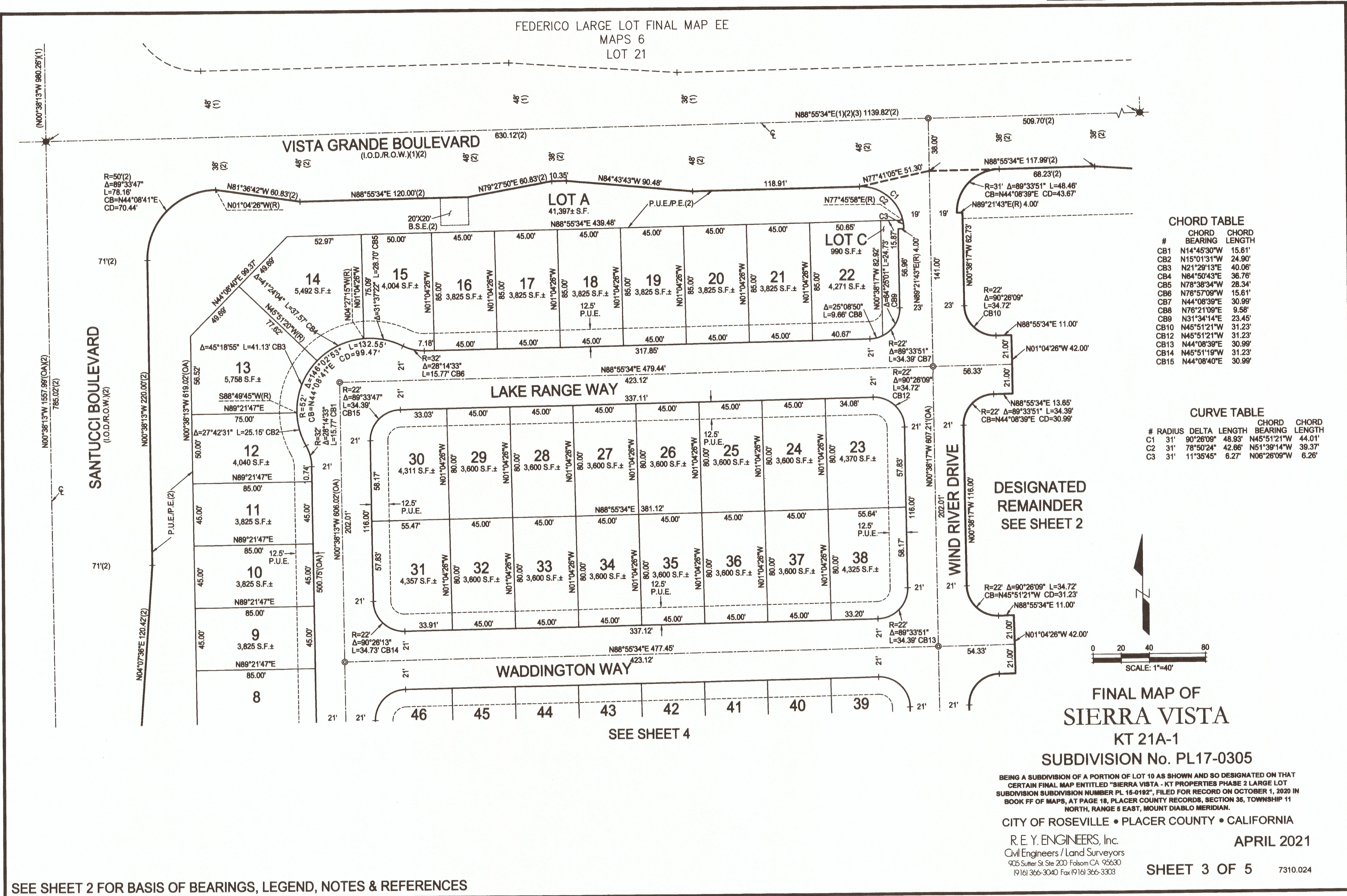
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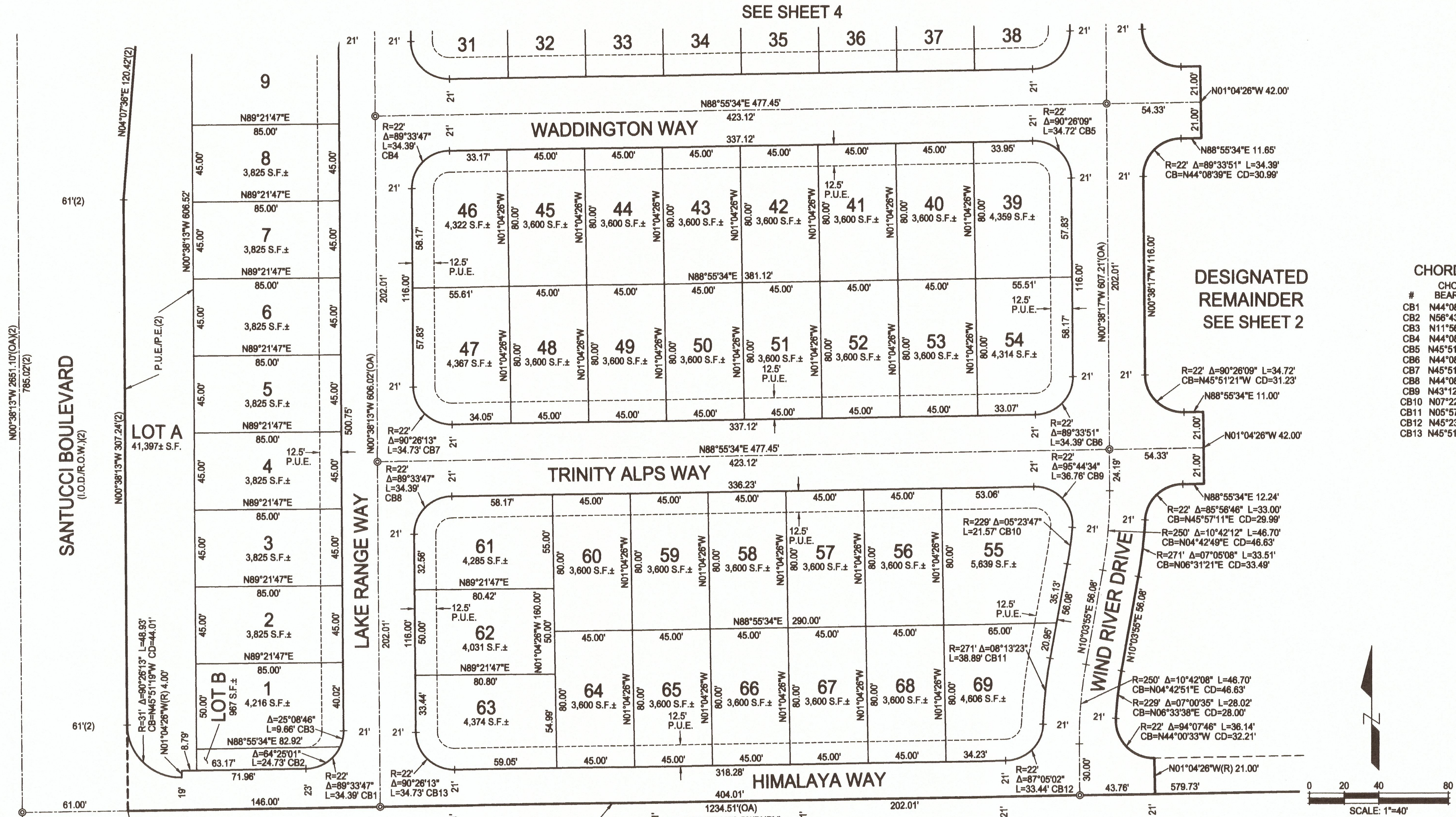
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 2 OF 5 7310.024





CHORD TABLE		
#	CHORD BEARING	CHORD LENGTH
CB1	N44°08'40"E	30.99'
CB2	N56°43'03"E	23.45'
CB3	N11°56'10"E	9.58'
CB4	N44°08'41"E	30.99'
CB5	N45°51'21"W	31.23'
CB6	N44°08'39"E	30.99'
CB7	N45°51'19"W	31.23'
CB8	N44°08'41"E	30.99'
CB9	N43°12'09"W	32.63'
CB10	N07°22'02"E	21.56'
CB11	N05°57'14"E	38.86'
CB12	N45°23'03"E	30.31'
CB13	N45°51'19"W	31.23'

FINAL MAP OF
SIERRA VISTA
KT 21A-1

SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF A PORTION OF LOT 10 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION" SUBDIVISION NUMBER PL 16-0192, FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 4 OF 5 7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
FF MAPS 18

LOT 11

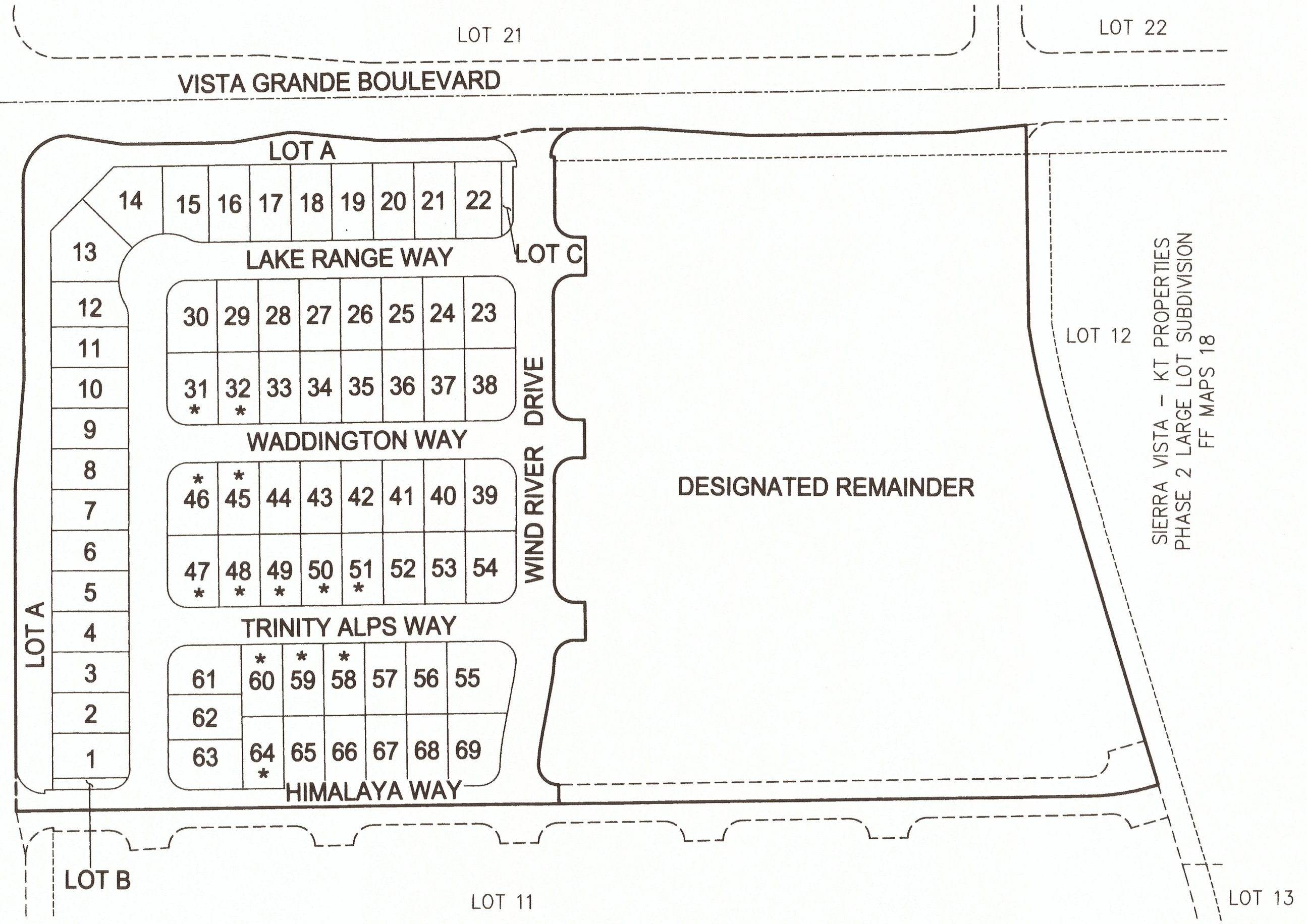
MOURIER INVESTMENTS,
LLC
DN 2007-0076354

FEDERICO LARGE LOT FINAL MAP EE
MAPS 6

SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
FF MAPS 18

LOT 6

SANTUCCI BOULEVARD

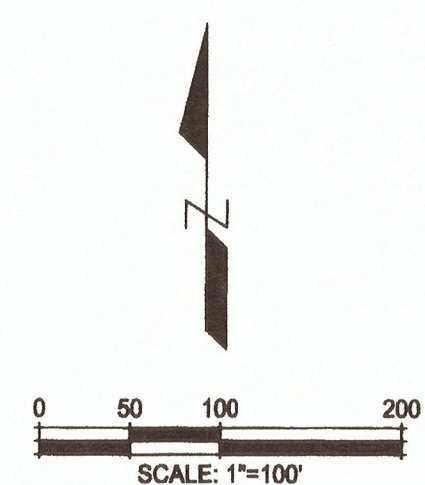


ADDITIONAL INFORMATION FOR INFORMATIONAL
PURPOSE ONLY PURSUANT TO SECTION 66434.2
OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



FINAL MAP OF
SIERRA VISTA
KT 21A-1
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF A PORTION OF LOT 10 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 16-0182", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, SECTION 38, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
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(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 5 OF 5 7310.024



City Council Communication

Meeting Date: 10/15/2025

Item #: VI.8

File #: 0400-04-12-1

Item ID: 2025-612

Title:	Sierra Vista Village KT21A-2 - Notice of Completion
Contact:	Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

SUMMARY

Staff recommends approval of the Notice of Completion for the Sierra Vista Village KT21A-2. The Engineering Division has made a 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.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting Sierra Vista Village KT21A-2, CWJ# 190369 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) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Ignacio Vizcarra, Construction Inspector Supervisor

Mike Isom, Development Services Director

ATTACHMENTS:

1. Resolution 25-318
2. NOC Sierra Vista Village KT21A-2.

3. Exhibit A Map_SierraVista KT21A-2
4. FINAL MAP Sierra Vista KT 21A-2

REVIEWERS:

Ignacio Vizcarra, Development Services Department - Engineering Division	Created/Initiated - 9/10/2025
Mitch Raese, City Clerk Department	Approved - 9/15/2025
Marc Stout, Development Services Department - Engineering Division	Approved - 9/18/2025
Mike Isom, Development Services Department	Approved - 9/18/2025
Gretchen Hakala, City Attorney Department	Approved - 9/25/2025
Katrina Six, City Clerk Department	Approved - 9/26/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/30/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/1/2025
Katrina Six, City Clerk Department	Final Approval - 10/2/2025

RESOLUTION NO. 25-318

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Sierra Vista Village KT21A-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 Sierra Vista Village KT21A-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 FF of Maps, Page 48 is hereby accepted, including Lot A.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Sierra Vista Village KT 21A-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 _____
Lexon Insurance Company Bond # LICX1195261

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)

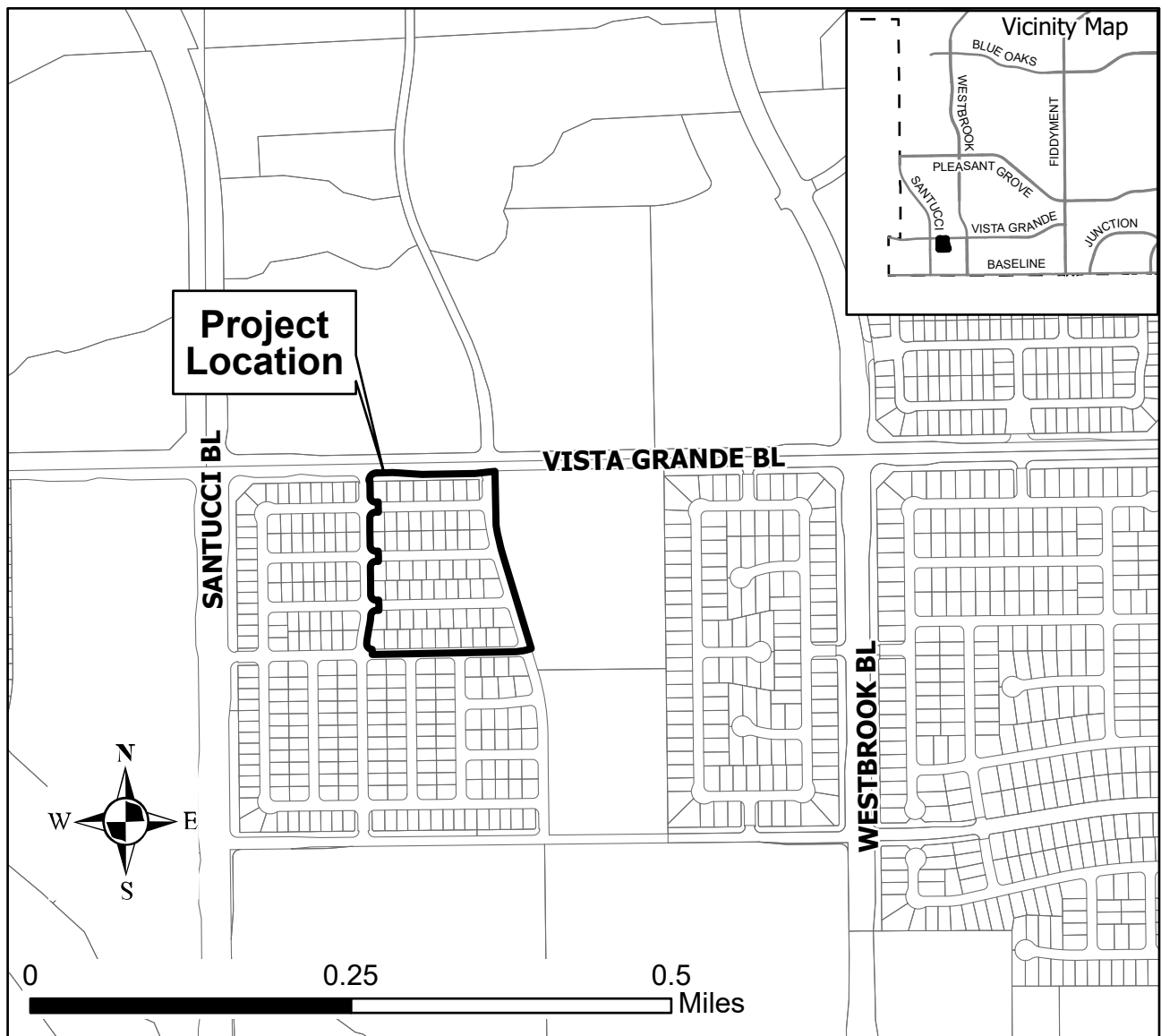
Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, Marc Stout proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville Sierra Vista KT-21A-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 KT 21A-2" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR 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, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS SLIVER SPRUCE DRIVE, HIMALAYA WAY, LAKE RANGE WAY, TRINITY ALPS WAY, WADDINGTON WAY, LOT A AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE 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) AS PUBLIC RIGHT OF WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SLIVER SPRUCE DRIVE, HIMALAYA WAY, LAKE RANGE WAY, TRINITY ALPS WAY, WADDINGTON WAY AND LOT A.

SIERRA VISTA COMMUNITIES, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT INVESTMENTS, INC., A CALIFORNIA CORPORATION

BY: [Signature] BY: R. Bertolina
NAME: CHRYSANTHY DEMOS NAME: Ron Bertolina
TITLE: PRESIDENT & CEO TITLE: Vice President

BY: LENNAR HOMES CALIFORNIA INC., A CALIFORNIA CORPORATION

BY: Larry Gualco BY: Earl Keith
NAME: LARRY GUALCO NAME: Earl Keith
TITLE: VICE PRESIDENT TITLE: Controller / V.P.

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 } SS
COUNTY OF Placer
ON THE 24 DAY OF February, 2021, BEFORE ME, Monique Reynolds
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, Larry Gualco + Earl Keith, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR 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: Monique Reynolds
PRINTED NAME: Monique Reynolds
MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: Placer
MY COMMISSION EXPIRES: Nov. 24, 2024
MY COMMISSION NO.: 2337907

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 } SS
COUNTY OF Sacramento
ON THE 1st DAY OF March, 2021, BEFORE ME, Alim Valiev
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, Chrysanthi Demos + Ron Bertolina, 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]
PRINTED NAME: Alim Valiev
MY PRINCIPAL PLACE OF BUSINESS IS THE Sacramento
COUNTY OF: Sacramento
MY COMMISSION EXPIRES: Dec 27, 2023
MY COMMISSION NO.: 2317355

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA KT 21A-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 SIERRA VISTA COMMUNITIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2019. 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, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

R.E.Y. ENGINEERS, INC.

[Signature]
CRAIG E. SPIESS, PL 87944
EXPIRATION DATE: DECEMBER 31, 2021
DATE: 2/22/21



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA KT 21A-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.

[Signature] DATE: 3/4/21
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "SIERRA VISTA KT-21A-2" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

[Signature] DATE: 3/16/21
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA KT 21A-2", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENTS OFFERED HEREON OF DEDICATIONS AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOT A AND ALL RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

[Signature]
CITY CLERK, CITY OF ROSEVILLE
DATE: 3/10/21 BY: [Signature]
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 7th DAY OF April, 2021, AT 02:05 P.M. IN BOOK FF OF MAPS, AT PAGE 48, IN THE OFFICE OF THE PLACER COUNTY RECORDER, STATE OF CALIFORNIA, AT THE REQUEST OF R.E.Y. ENGINEERS, INC.

Ryan Ronco DOCUMENT NO.: 2021-0048480
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
BY: [Signature] FEE: \$ 95.00
DEPUTY

FINAL MAP OF
SIERRA VISTA
KT 21A-2
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21A-1", FILED FOR RECORD ON April 7, 2021 IN BOOK FF OF MAPS, AT PAGE 42 PLACER COUNTY RECORDS, SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

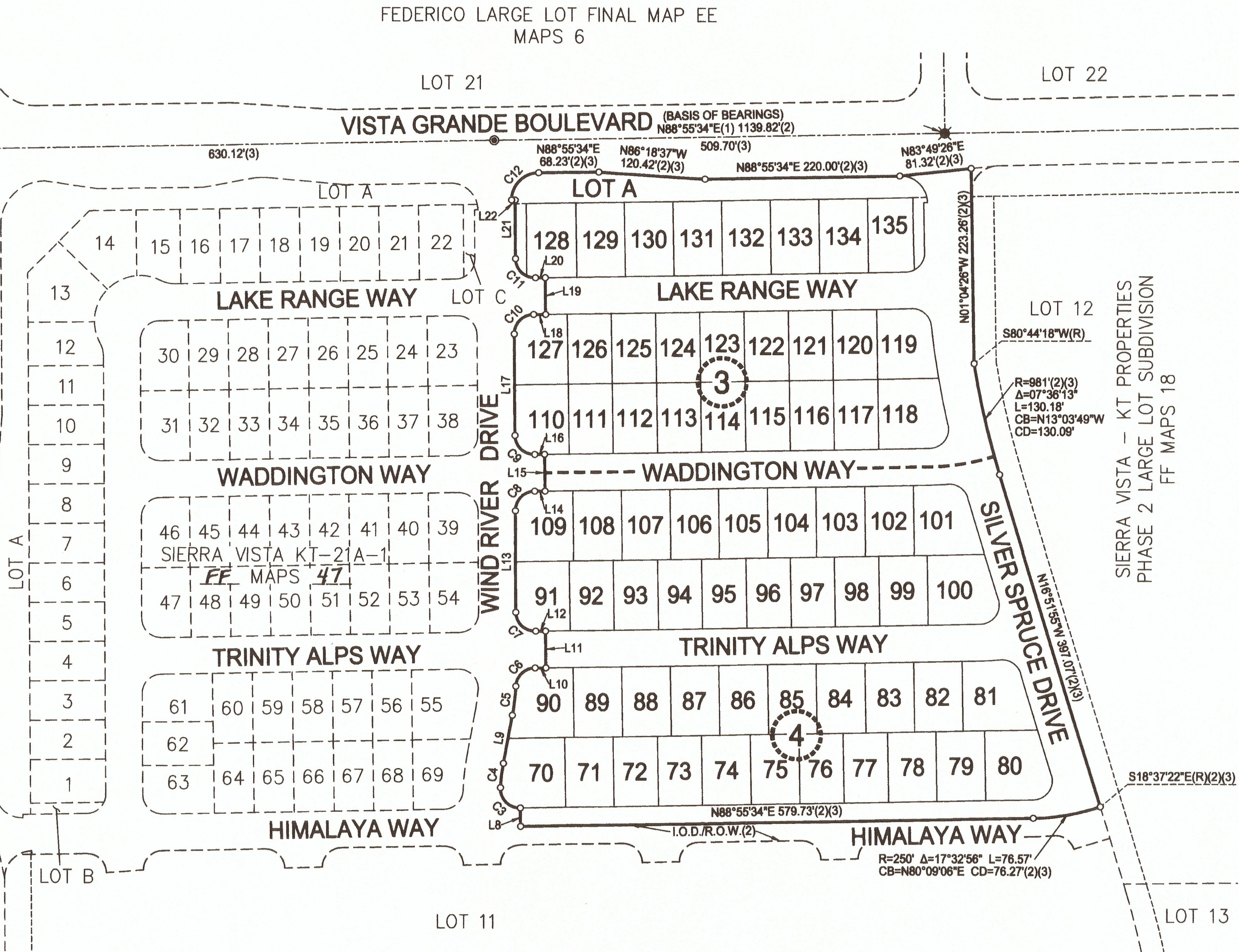
APRIL 2021
SHEET 1 OF 5 7310.024

MOURIER INVESTMENTS,
LLC
DN 2007-0076354

SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
FF MAPS 18

LOT 6

SANTUCCI BOULEVARD



BASIS OF BEARINGS:

THE BEARING N 88°55'34" E, AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF VISTA GRANDE BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192" FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

- (1) EE MAPS 6
- (2) FF MAPS 18
- (3) *FF* MAPS *47* (KT-21A-1)

LEGEND

- MONUMENT TO BE SET PER (2) COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- DIMENSION POINT NOTHING FOUND OR SET
- CHORD BEARING
- CHORD DISTANCE
- OVERALL
- PEDESTRIAN EASEMENT
- PUBLIC UTILITY EASEMENT
- RADIAL
- SQUARE FEET
- DENOTES RECORD INFORMATION
- SHEET NUMBER

Line Table

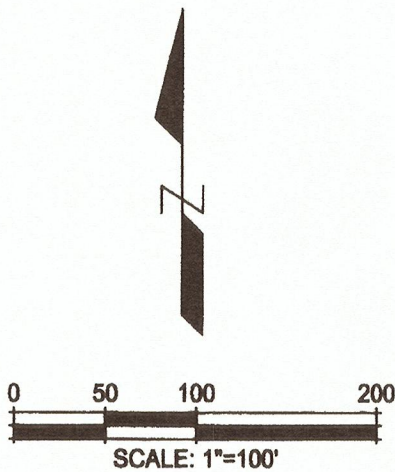
#	BEARING	LENGTH
L8(3)	N1°04'26"W	21.00'
L9(3)	N10°03'55"E	58.08'
L10(3)	N88°55'34"E	12.24'
L11(3)	N1°04'26"W	42.20'
L12(3)	N88°55'34"E	11.00'
L13(3)	N0°38'17"W	116.00'
L14(3)	N88°55'34"E	11.65'
L15(3)	N1°04'26"W	42.00'
L16(3)	N88°55'34"E	11.00'
L17(3)	N0°38'17"W	116.00'
L18(3)	N88°55'34"E	13.85'
L19(3)	N1°04'26"W	42.00'
L20(3)	N88°55'34"E	11.00'
L21(3)	N0°38'17"W	67.04'
L22(3)	N89°21'43"E	4.00'

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C3(2)(3)	22'	94°07'46"	36.14'	N44°00'33"W	32.21'
C4(3)	229'	07°00'35"	28.02'	N06°33'38"E	28.00'
C5(3)	271'	07°06'08"	33.51'	N06°31'21"E	33.49'
C6(3)	22'	85°56'46"	33.00'	N45°57'11"E	29.99'
C7(3)	22'	90°26'09"	34.72'	N45°51'21"W	31.23'
C8(3)	22'	89°33'51"	34.39'	N44°08'39"E	30.99'
C9(3)	22'	90°26'09"	34.72'	N45°51'21"W	31.23'
C10(3)	22'	89°33'51"	34.39'	N44°08'39"E	30.99'
C11(3)	22'	90°26'09"	34.72'	N45°51'21"W	31.23'
C12(3)	31'	89°33'51"	48.46'	N44°08'39"E	43.67'

NOTES:

- THE TOTAL AREA OF THIS SUBDIVISION IS 9.54 ACRES +/-, GROSS, CONSISTING OF 66 RESIDENTIAL LOTS, 1 LANDSCAPE LOT.
- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE KUHLE & ASSOCIATES DATED FEBRUARY 12, 2018; PROJECT NUMBER WKA NO. 11712.02P AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT - ENGINEERING DEPARTMENT FILE #308-876.
- ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7944" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED.
- ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7944", WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7944" WILL BE SET ON THE SIDE LOT LINE 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 7944" WILL BE SET WITH EPOXY TO THE FACE WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AS OFFSET MONUMENT CANNOT BE SET.
- A PORTION OF THE I.O.D./R.O.W. ON LOT 10 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, IS FULLY CONTAINED IN THE RIGHT OF WAY SHOWN HEREON.
- COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE LOTS SHOWN HEREON ARE RECORDED AS DOCUMENT NO. 2020-0042952 OFFICIAL RECORDS OF PLACER COUNTY.



**FINAL MAP OF
SIERRA VISTA
KT 21A-2**

SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21A-1", FILED FOR RECORD ON *April 3*, 2021 IN BOOK *FF* OF MAPS, AT PAGE *47*, PLACER COUNTY RECORDS, SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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R.E.Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 2 OF 5 7310.024

FEDERICO LARGE LOT FINAL MAP EE
MAPS 6
LOT 21

VISTA GRANDE BOULEVARD
(I.O.D./R.O.W.)(1)(2) (BASIS OF BEARINGS)
N88°55'34"E(1) 1139.82'(2)
509.70'

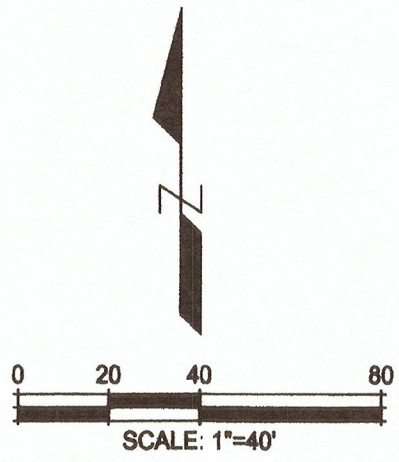
CURVE TABLE

#	RADIUS	DELTA	LENGTH	BEARING	CHORD	CHORD LENGTH
C1	22'	90°28'09"	34.72'	N45°51'21"W	31.23'	31.23'
C2	22'	89°33'51"	34.39'	N44°08'39"E	30.99'	30.99'
C3	22'	90°28'09"	34.72'	N45°51'21"W	31.23'	31.23'
C4	22'	64°25'01"	24.73'	N32°50'48"W	23.45'	23.45'
C5	22'	28°01'08"	9.99'	N78°03'52"W	9.90'	9.90'
C6	31'	90°00'00"	48.69'	N46°04'26"W	43.84'	43.84'
C7	1000'	03°08'05"	54.71'	N02°38'28"W	54.70'	54.70'
C8	1025'	00°38'21"	11.44'	N01°23'37"W	11.44'	11.44'
C9	1037.50'	01°43'49"	31.33'	N01°56'20"W	31.33'	31.33'
C10	22'	90°38'21"	34.80'	N43°36'23"E	31.29'	31.29'
C11	22'	63°52'22"	24.53'	N30°13'24"E	23.28'	23.28'
C12	22'	28°45'59"	10.28'	N75°32'34"E	10.18'	10.18'
C13	22'	84°38'11"	32.50'	N48°45'20"W	29.62'	29.62'
C14	22'	101°47'57"	39.09'	N38°01'36"E	34.15'	34.15'
C15	250'	12°25'51"	54.24'	N82°42'39"E	54.13'	54.13'
C16	1000'	01°15'55"	22.08'	N16°13'58"W	22.08'	22.08'

RADIAL TABLE

#	BEARING
21	S87°11'45"W(R) R=1037.5'
22	S27°50'25"E(R) R=22'
23	S13°30'17"E(R) R=250'
24	S074°24'00"W(R) R=1000'

SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
FF MAPS 18



FINAL MAP OF
SIERRA VISTA

KT 21A-2
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT
CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21A-1", FILED FOR RECORD ON
April 7, 2021 IN BOOK *FF* OF MAPS, AT PAGE *47*, PLACER COUNTY RECORDS,
SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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APRIL 2021

SHEET 3 OF 5

7310.024

SIERRA VISTA KT-21A-1
FF MAPS *47*

WIND RIVER DRIVE

SILVER SPRUCE DRIVE

LAKE RANGE WAY

WADDINGTON WAY

SEE SHEET 4

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

FINAL MAP OF
SIERRA VISTA
KT 21A-2

SUBDIVISION No. PL17-0305

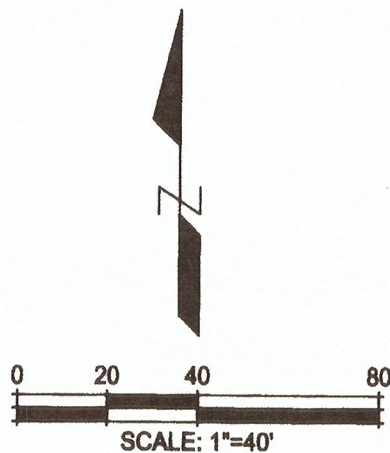
BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT
CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21A-1", FILED FOR RECORD ON
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APRIL 2021

7310.024

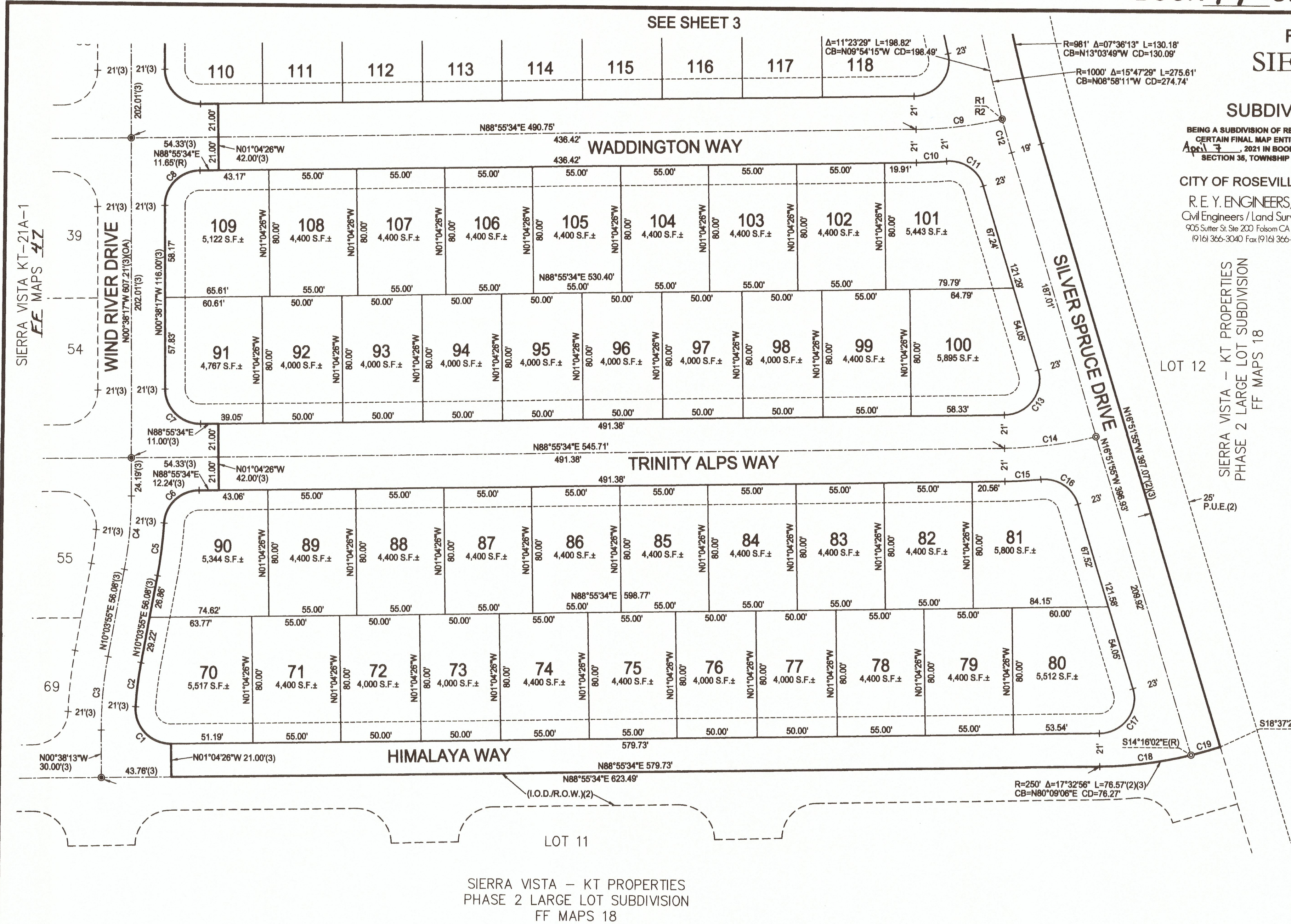


CURVE TABLE

#	RADIUS	DELTA	LENGTH	BEARING	CHORD	CHORD LENGTH
C1(3)	22'	94°07'46"	36.14'	N44°00'33"W	32.21'	
C2(3)	229'	07°00'35"	28.02'	N06°33'38"E	28.00'	
C3(3)	250'	10°42'08"	46.70'	N04°42'51"E	46.63'	
C4(3)	250'	10°42'12"	46.70'	N04°42'49"E	46.63'	
C5(3)	271'	07°05'08"	33.51'	N06°31'21"E	33.49'	
C6(3)	22'	85°56'46"	33.00'	N45°57'11"E	29.99'	
C7(3)	22'	90°26'09"	34.72'	N45°51'21"W	31.23'	
C8(3)	22'	89°33'51"	34.39'	N44°08'39"E	30.99'	
C9	250'	12°25'51"	54.24'	N82°42'39"E	54.13'	
C10	271'	03°59'42"	18.90'	N86°55'43"E	18.89'	
C11	22'	78°12'13"	30.03'	N55°58'02"W	27.75'	
C12	1000'	01°15'55"	22.08'	N16°13'58"W	22.08'	
C13	22'	105°47'29"	40.62'	N36°01'49"E	35.09'	
C14	250'	13°11'36"	57.57'	N82°19'46"E	57.44'	
C15	271'	04°42'24"	22.26'	N86°34'22"E	22.26'	
C16	22'	78°54'55"	30.30'	N56°19'23"W	27.96'	
C17	22'	105°47'29"	40.62'	N36°01'49"E	35.09'	
C18	250'	13°11'36"	57.57'	N82°19'46"E	57.44'	
C19	250'	04°21'20"	19.01'	N73°33'18"E	19.00'	

RADIAL TABLE

#	BEARING
R1	S13°30'17"E(R) R=250'
R2	S074°24'00"W(R) R=1000'



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

SHEET 4 OF 5

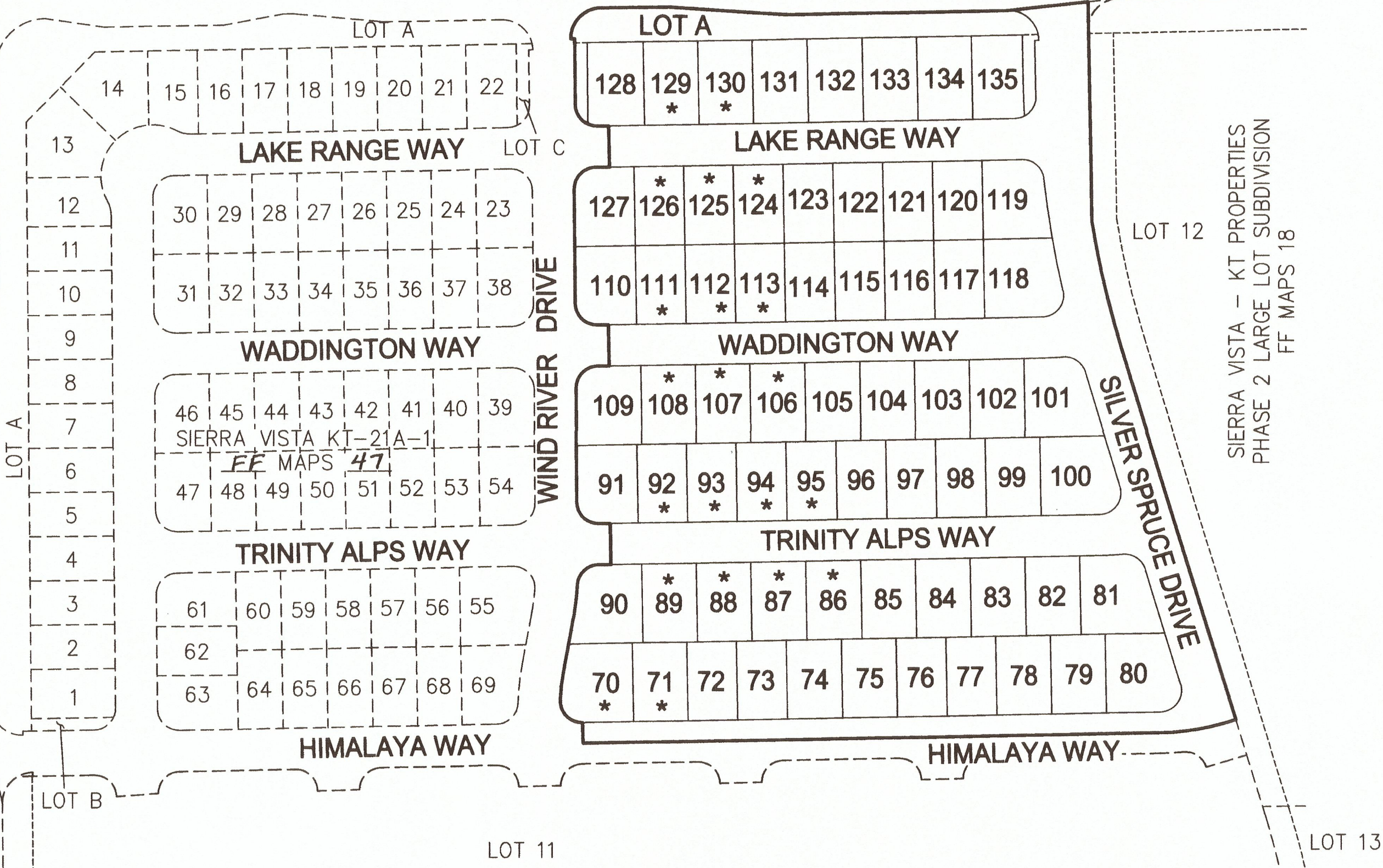
MOURIER INVESTMENTS,
LLC
DN 2007-0076354

FEDERICO LARGE LOT FINAL MAP EE
MAPS 6

SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
FF MAPS 18

LOT 6

SANTUCCI BOULEVARD



ADDITIONAL INFORMATION FOR INFORMATIONAL
PURPOSE ONLY PURSUANT TO SECTION 66434.2
OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.

FINAL MAP OF
SIERRA VISTA

KT 21A-2
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21A-1", FILED FOR RECORD ON April 7, 2021 IN BOOK FF OF MAPS, AT PAGE 47, PLACER COUNTY RECORDS, SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 5 OF 5 7310.024



City Council Communication

Meeting Date: 10/15/2025

Item #: VI.9

File #: 0400-04-12-1

Item ID: 2025-613

Title:	Sierra Vista Village KT21B-2 - Notice of Completion
Contact:	Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

SUMMARY

Staff recommends approval of the Notice of Completion for the Sierra Vista Village KT21B-2. The Engineering Division has made a 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.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting Sierra Vista Village KT21B-2, CWJ# 190371 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) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Ignacio Vizcarra, Construction Inspector Supervisor

Mike Isom, Development Services Director

ATTACHMENTS:

1. Resolution 25-316
2. NOC Sierra Vista Village KT21B-2.

3. Exhibit A_Map_SierraVista_KT21B-2
4. FINAL MAP Sierra Vista KT 21B-2

REVIEWERS:

Ignacio Vizcarra, Development Services Department - Engineering Division	Created/Initiated - 9/10/2025
Mitch Raese, City Clerk Department	Approved - 9/15/2025
Marc Stout, Development Services Department - Engineering Division	Approved - 9/18/2025
Mike Isom, Development Services Department	Approved - 9/18/2025
Gretchen Hakala, City Attorney Department	Approved - 9/25/2025
Katrina Six, City Clerk Department	Approved - 9/26/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/30/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/1/2025
Katrina Six, City Clerk Department	Final Approval - 10/2/2025

RESOLUTION NO. 25-316

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Sierra Vista Village KT21B-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 Sierra Vista Village KT21B-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 FF of Maps, Page 50 is hereby accepted, including Lot A.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Sierra Vista Village KT 21B-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 _____
Lexon Insurance Company Bond # LICX1195263

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)

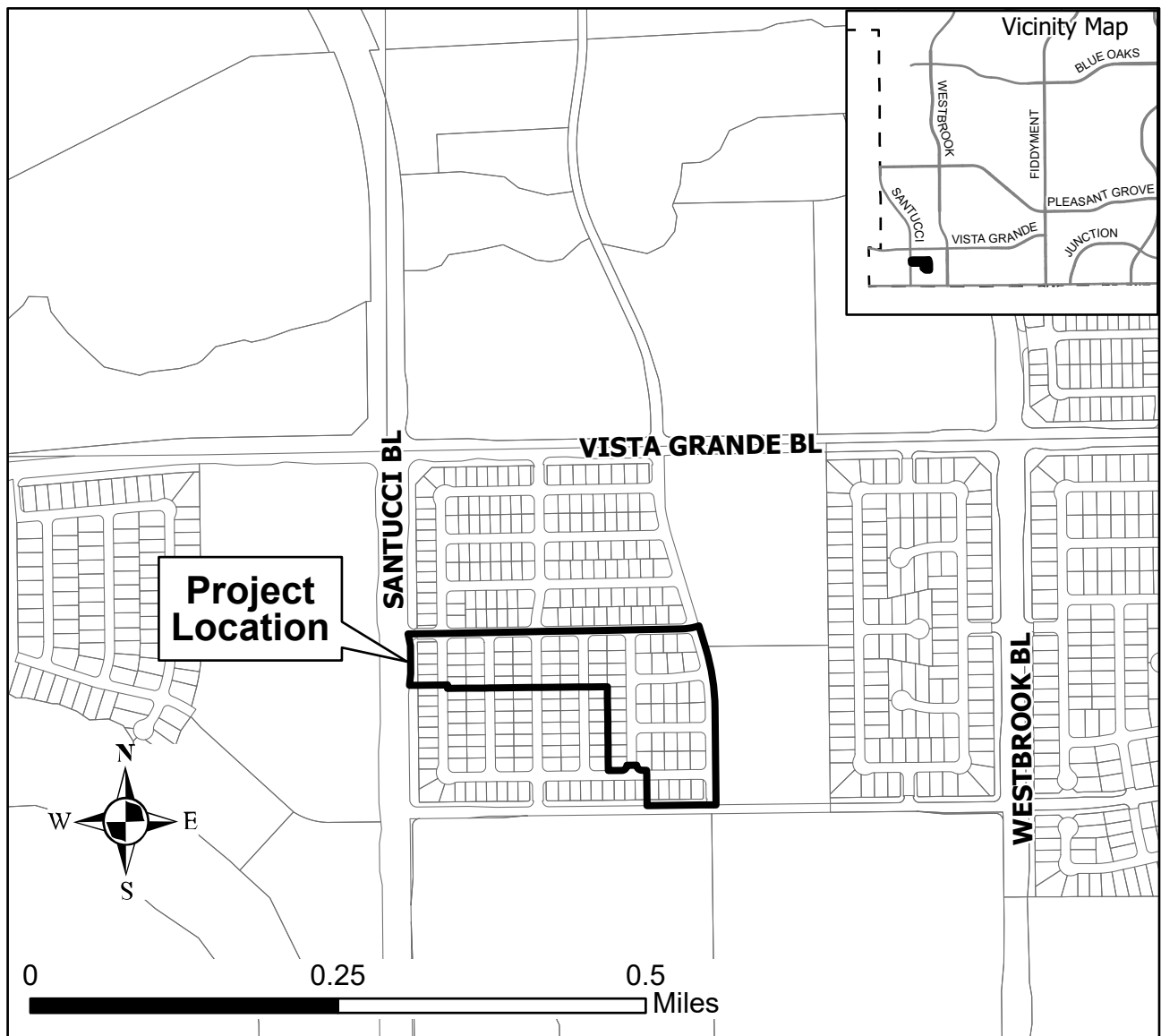
Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, Marc Stout proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville Sierra Vista KT 21B-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 KT 21B-2" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR 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, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS SILVER SPRUCE DRIVE, BLACKWELDER WAY, GORGON WAY, KNOBBY CREST WAY, HALIFAX WAY, HIMALAYA WAY, HOLLOWTOP WAY, PANAMINT WAY, SIERRA MORENA WAY, LOTS A, B AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE 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) AS PUBLIC RIGHT OF WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SILVER SPRUCE DRIVE, BLACKWELDER WAY, GORGON WAY, KNOBBY CREST WAY, HALIFAX WAY, HIMALAYA WAY, HOLLOWTOP WAY, PANAMINT WAY, SIERRA MORENA WAY, LOT A AND LOT B.

SIERRA VISTA COMMUNITIES, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT INVESTMENTS, INC., A CALIFORNIA CORPORATION

BY: Chrysanthi Demos NAME: CHRYSANTHI DEMOS
TITLE: PRESIDENT & CEO
BY: Ron Bertolina NAME: Ron Bertolina
TITLE: Vice President

BY: LENNAR HOMES CALIFORNIA INC., A CALIFORNIA CORPORATION

BY: Larry Gualco / VP NAME: LARRY GUALCO
TITLE: VICE PRESIDENT
BY: Earl Keith NAME: Earl Keith
TITLE: Controller / VP

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF California }
COUNTY OF Placer } SS

ON THE 24th DAY OF February, 2021, BEFORE ME, Monique Reynolds
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, Larry Gualco + Earl Keith, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR 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: Monique Reynolds

PRINTED NAME: Monique Reynolds

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: Placer

MY COMMISSION EXPIRES: Nov. 24, 2024

MY COMMISSION NO.: 2337907

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 } SS

ON THE 1st DAY OF MARCH, 2021, BEFORE ME, Alim Valiev
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, Chrysanthi Demos + Ron Bertolina, 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: Alim Valiev

PRINTED NAME: Alim Valiev

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: Sacramento

MY COMMISSION EXPIRES: Dec 27, 2023

MY COMMISSION NO.: 2317355

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA KT 21B-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 SIERRA VISTA COMMUNITIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2019. 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, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

R.E.Y. ENGINEERS, INC.

Craig E. Spiess
CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2021

DATE: 2/22/21



CITY ENGINEER'S STATEMENT

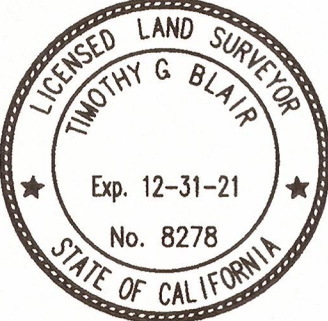
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA KT 21B-2" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

Marc Stout DATE: 3/4/21
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "SIERRA VISTA KT 21B-2" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair DATE: 3/16/21
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA KT 21B-2", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENT OFFERED HEREON OF DEDICATIONS AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B AND ALL RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

Shirley Ornelas
CITY CLERK, CITY OF ROSEVILLE

DATE: 3/10/21 BY: Assistant City Clerk
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 7th DAY OF April, 2021, AT 2:26 P.M. IN BOOK FF OF MAPS, AT PAGE 50, IN THE OFFICE OF THE PLACER COUNTY RECORDER, STATE OF CALIFORNIA, AT THE REQUEST OF R.E.Y. ENGINEERS, INC.

Ryan Ranko DOCUMENT NO.: 2021-0048509
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: D. Burtcher FEE: \$ 98.00
DEPUTY

FINAL MAP OF
SIERRA VISTA
KT 21B-2
SUBDIVISION No. PL17-0305

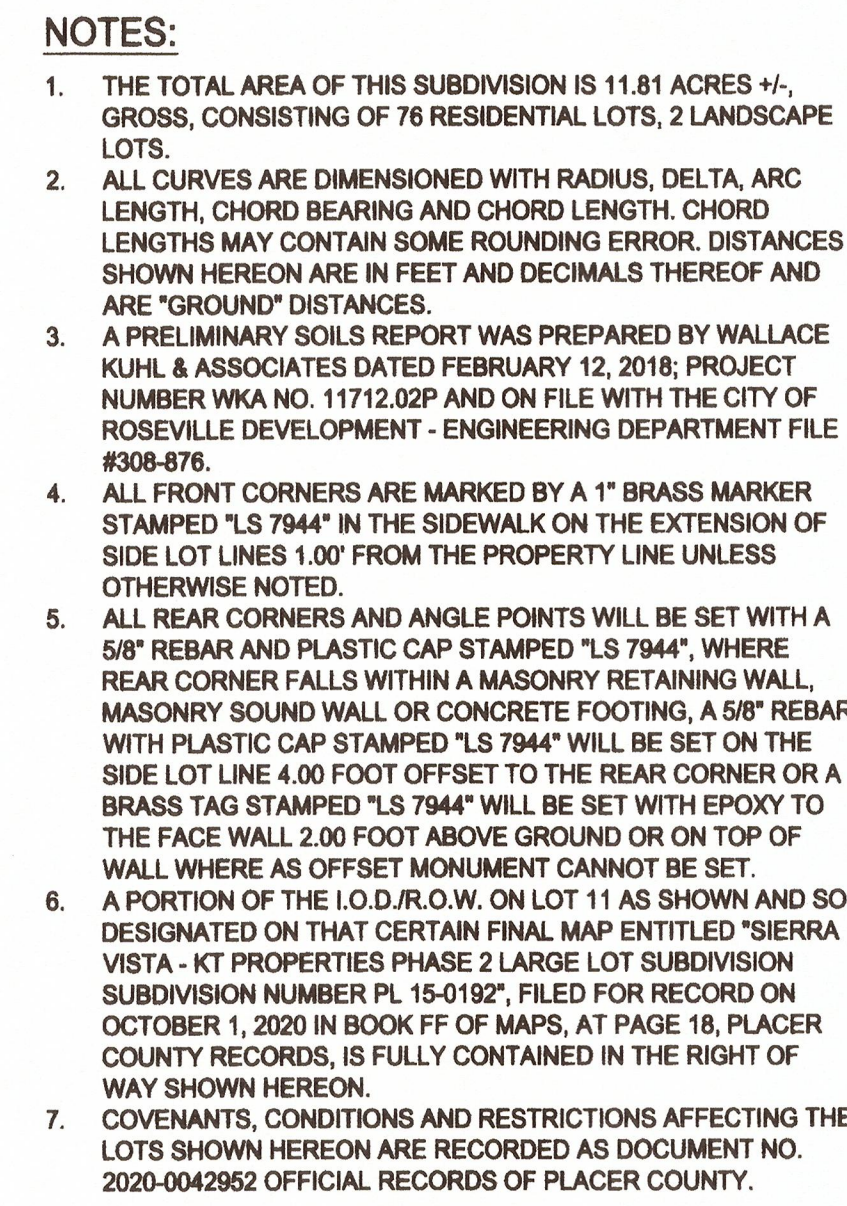
BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21B-1 SUBDIVISION NO. PL17-0308", FILED FOR RECORD ON April 3, 2021 IN BOOK FF OF MAPS, AT PAGE 49, PLACER COUNTY RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 1 OF 6 7310.024



BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21B-1 SUBDIVISION NO. PL 17-0306", FILED FOR RECORD ON April 7, 2021 IN BOOK FF OF MAPS, AT PAGE 49, PLACER COUNTY RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc. APRIL 2021
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

SHEET 2 OF 6 7310.00

LEGEND

⦿	MONUMENT TO BE SET PER (3) COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
⦿	MONUMENT TO BE SET PER (1)(2) COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
⦿	FOUND 5/8" REBAR WITH PLASTIC PLUG STAMPED "LS 7944"
⦿	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
○	DIMENSION POINT NOTHING FOUND OR SET
BNDY	BOUNDARY
CB	CHORD BEARING
CD	CHORD DISTANCE
(OA)	OVERALL
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL
S.F.	SQUARE FEET
()	DENOTES RECORD INFORMATION
①	SHEET NUMBER

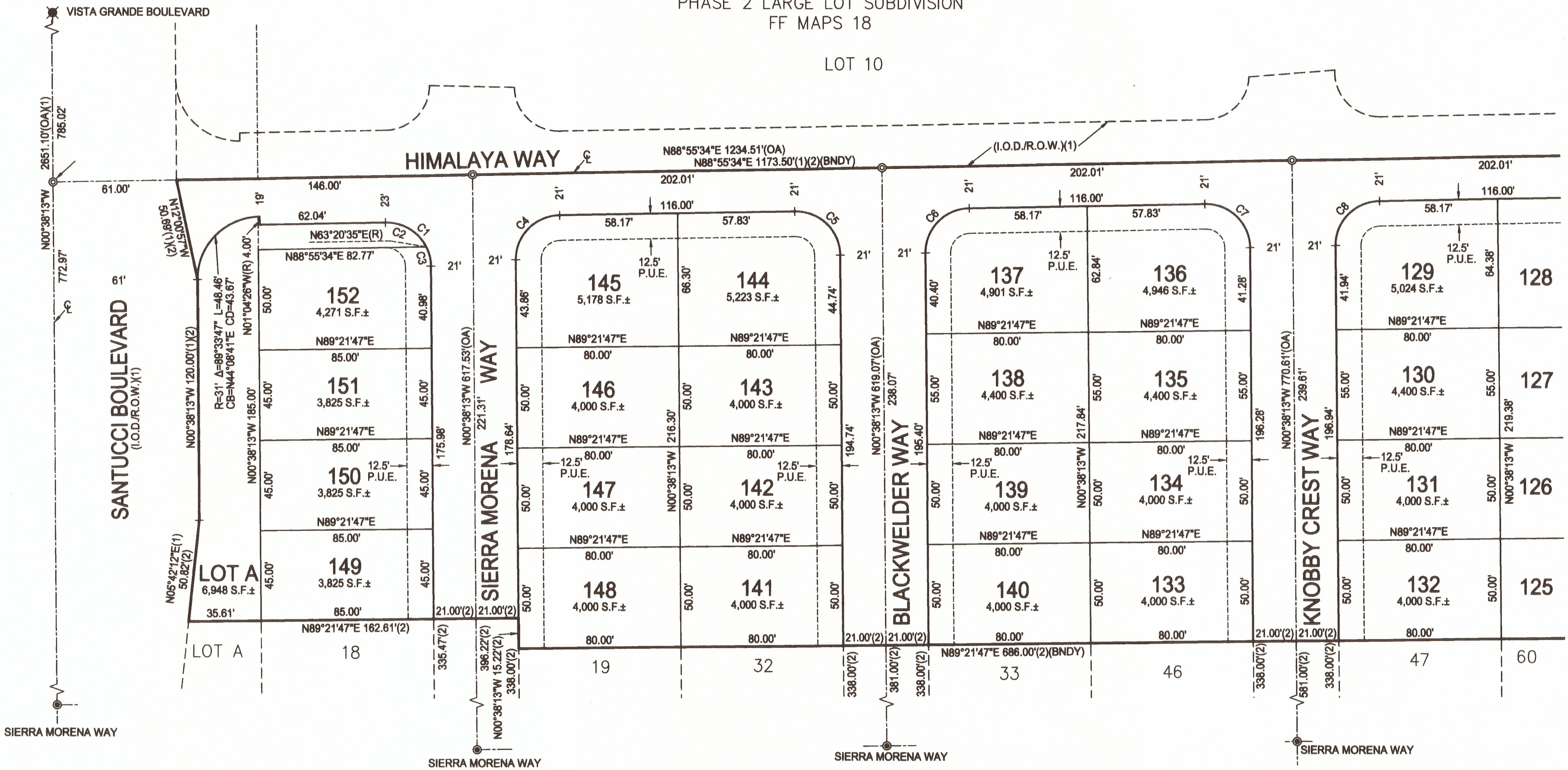
(1) FF MAPS 18
(2) ~~FF~~ MAPS 41 (KT-21B-1)
(3) EE MAPS 6

BNDY	BOUNDARY
CB	CHORD BEARING
CD	CHORD DISTANCE
(OA)	OVERALL
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL
S.F.	SQUARE FEET
()	DENOTES RECORD INFORMATION

1 SHEET NUMBER

SIERRA VISTA – KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
FF MAPS 18

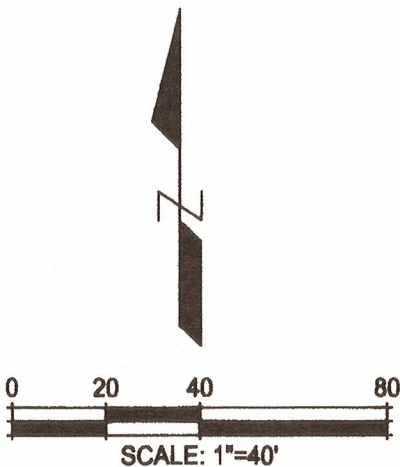
LOT 10



CURVE TABLE

#	RADIUS	DELTA	LENGTH	BEARING	CHORD	CHORD LENGTH
C1	22'	90°26'13"	34.73'	N45°51'19"W	31.23'	
C2	22'	64°25'01"	24.73'	N58°51'55"W	23.45'	
C3	22'	26°01'12"	9.99'	N13°38'49"W	9.91'	
C4	22'	89°33'47"	34.39'	N44°08'41"E	30.99'	
C5	22'	90°26'13"	34.73'	N45°51'19"W	31.23'	
C6	22'	89°33'47"	34.39'	N44°08'41"E	30.99'	
C7	22'	90°26'13"	34.73'	N45°51'19"W	31.23'	
C8	22'	89°33'47"	34.39'	N44°08'41"E	30.99'	

SEE SHEET 4



FINAL MAP OF
SIERRA VISTA
KT 21B-2
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT
CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21B-1 SUBDIVISION NO. PL17-0305", FILED
FOR RECORD ON April 7, 2021 IN BOOK FF OF MAPS, AT PAGE 49, PLACER COUNTY
RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 EAST,
MOUNT DIABLO MERIDIAN.

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Civil Engineers / Land Surveyors
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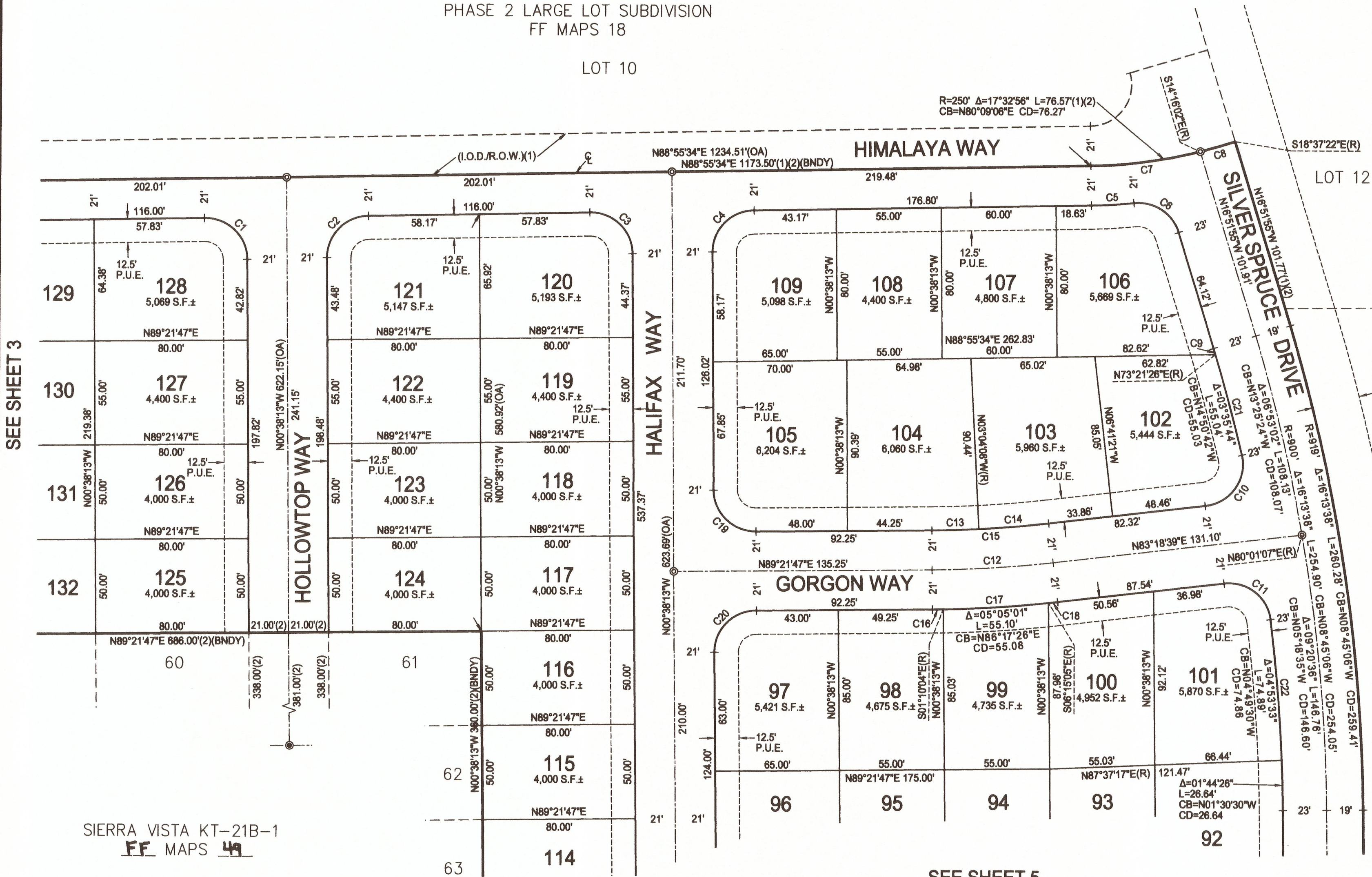
APRIL 2021

SHEET 3 OF 6 7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

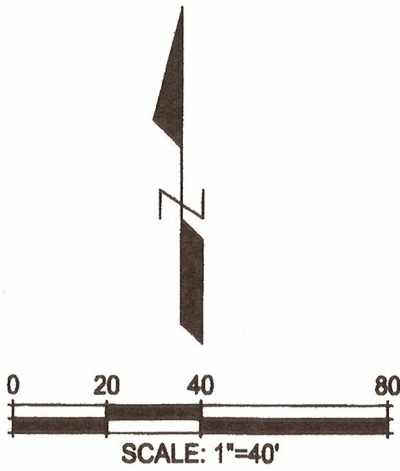
SIERRA VISTA – KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
FF MAPS 18

LOT 10



CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C2	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C3	22'	90°26'13"	34.73'	N45°51'20"W	31.23'
C4	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C5	271'	04°42'24"	22.26'	N86°34'22"E	22.26'
C6	22'	78°54'55"	30.30'	N56°19'23"W	27.96'
C7	250'	13°11'36"	57.57'	N82°19'46"E	57.44'
C8	250'	04°21'20"	19.01'	N73°33'18"E	19.00'
C9	877'	00°13'21"	3.40'	N16°45'15"W	3.40'
C10	22'	96°21'29"	37.00'	N35°07'54"E	32.79'
C11	22'	89°25'05"	34.33'	N51°58'49"W	30.95'
C12	600'	06°03'08"	63.38'	N86°20'13"E	63.35'
C13	579'	02°25'55"	24.58'	N88°08'50"E	24.57'
C14	579'	03°37'13"	36.59'	N85°07'15"E	36.58'
C15	579'	06°03'08"	61.16'	N86°20'13"E	61.13'
C16	621'	00°31'51"	5.75'	N89°05'51"E	5.75'
C17	621'	06°03'08"	65.60'	N86°20'13"E	65.57'
C18	621'	00°26'17"	4.75'	N83°31'47"E	4.75'
C19	22'	90°00'00"	34.56'	N45°38'13"W	31.11'
C20	22'	90°00'00"	34.56'	N44°21'47"E	31.11'
C21	877'	03°49'05"	58.44'	N14°57'23"W	58.43'
C22	877'	06°37'59"	101.53'	N03°57'16"W	101.47'



FINAL MAP OF
SIERRA VISTA
KT 21B-2
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT
CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21B-1 SUBDIVISION NO. PL17-0305", FILED
FOR RECORD ON April 7, 2021 IN BOOK FF OF MAPS, AT PAGE 49, PLACER COUNTY
RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 EAST,
MOUNT DIABLO MERIDIAN.

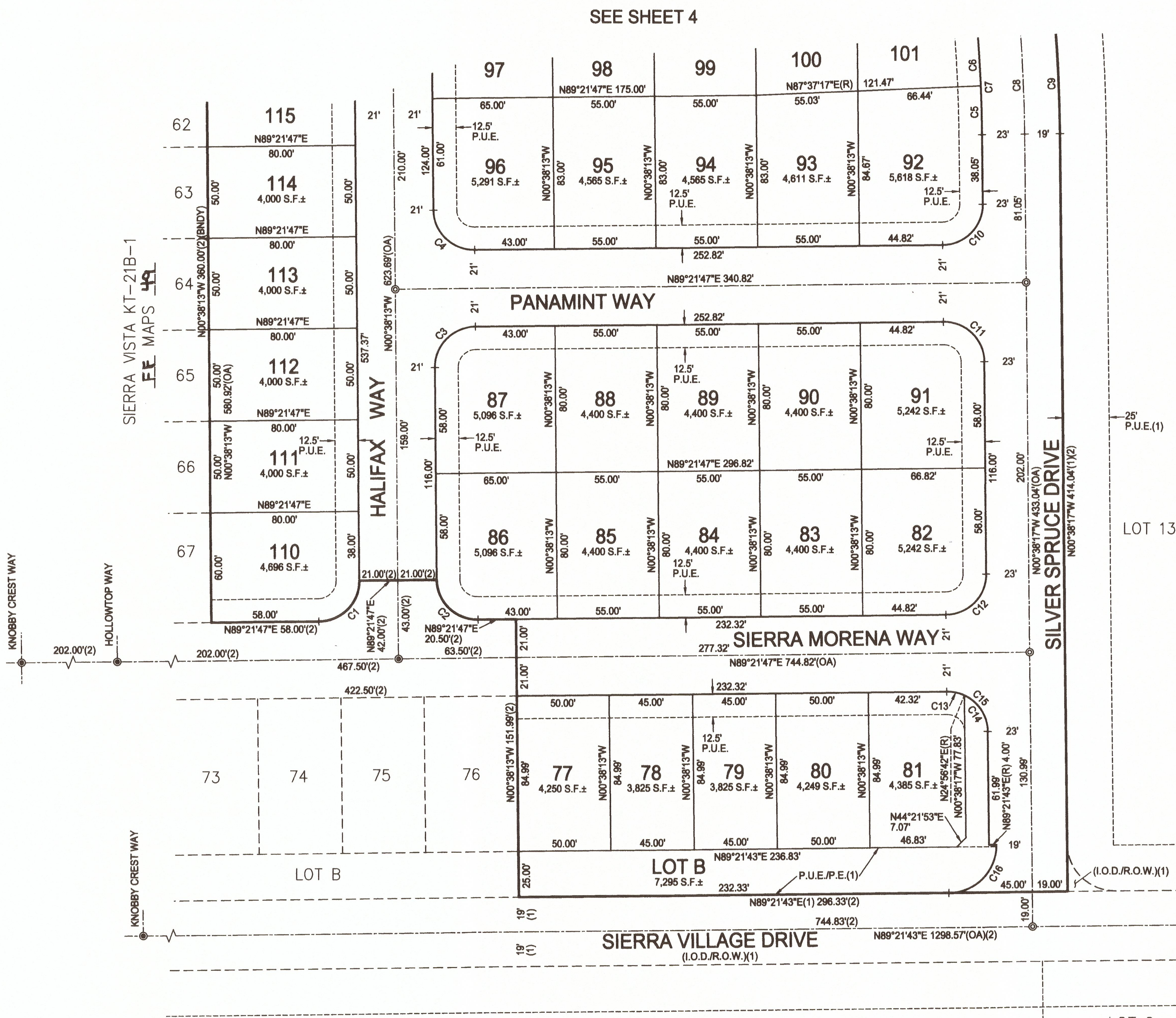
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APRIL 2021

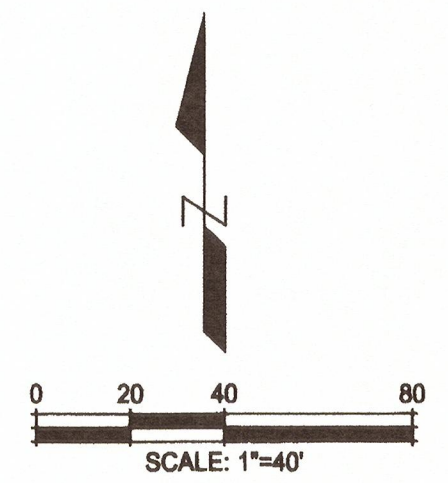
SHEET 4 OF 6 7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES



CURVE TABLE

#	RADIUS	DELTA	LENGTH	BEARING	CHORD LENGTH
C1	22'	90°00'00"	34.56'	N44°21'47"E	31.11'
C2	22'	90°00'00"	34.56'	N45°38'13"W	31.11'
C3	22'	90°00'00"	34.56'	N44°21'47"E	31.11'
C4	22'	90°00'00"	34.56'	N45°38'13"W	31.11'
C5	877'	01°44'26"	26.64'	N01°30'30"W	26.64'
C6	877'	04°53'33"	74.89'	N04°49'30"W	74.86'
C7	877'	06°37'59"	101.53'	N03°57'16"W	101.47'
C8	900'	16°13'38"	254.90'	N08°45'06"W	254.05'
C9	919'	16°13'38"	260.28'	N08°45'06"W	259.41'
C10	22'	90°00'04"	34.56'	N44°21'45"E	31.11'
C11	22'	89°59'56"	34.56'	N45°38'15"W	31.11'
C12	22'	90°00'04"	34.56'	N44°21'45"E	31.11'
C13	22'	25°34'55"	9.82'	N77°50'48"W	9.74'
C14	22'	64°25'01"	24.73'	N32°50'48"W	23.45'
C15	22'	89°59'56"	34.56'	N45°38'15"W	31.11'
C16	26'	90°00'00"	40.84'	N44°21'43"E	36.77'



SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
FF MAPS 18

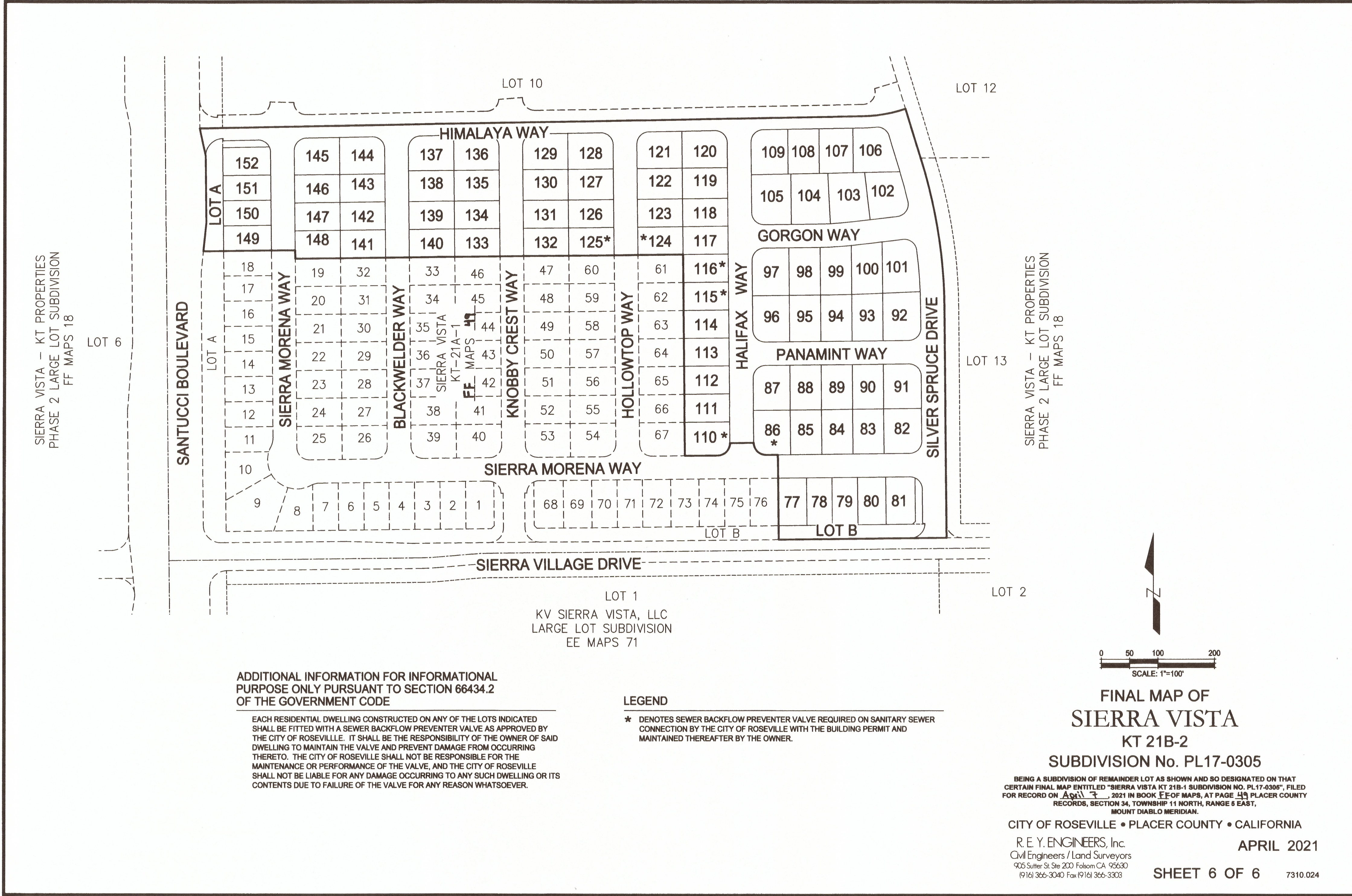
FINAL MAP OF
SIERRA VISTA
KT 21B-2
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT
CERTAIN FINAL MAP ENTITLED "SIERRA VISTA KT 21B-1 SUBDIVISION NO. PL17-0305", FILED
FOR RECORD ON April 7, 2021 IN BOOK FF OF MAPS, AT PAGE 49, PLACER COUNTY
RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 6 EAST,
MOUNT DIABLO MERIDIAN.

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905 Sutter St. Ste. 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021





City Council Communication

Meeting Date: 10/15/2025

Item #: VI.10

File #: 0400-04-12-1

Item ID: 2025-614

Title:	Sierra Vista Village KT21B-1 - Notice of Completion
Contact:	Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

SUMMARY

Staff recommends approval of the Notice of Completion for the Sierra Vista Village KT21B-1. The Engineering Division has made a 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.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting Sierra Vista Village KT21B-1, CWJ# 190321 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) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Ignacio Vizcarra, Construction Inspector Supervisor

Mike Isom, Development Services Director

ATTACHMENTS:

1. Resolution 25-317
2. NOC Sierra Vista Village KT21B-1.

3. Exhibit A_Map_En19-0867_SierraVista_KT21B1
4. FINAL MAP Sierra Vista KT 21B-1

REVIEWERS:

Ignacio Vizcarra, Development Services Department - Engineering Division	Created/Initiated - 9/10/2025
Mitch Raese, City Clerk Department	Approved - 9/15/2025
Marc Stout, Development Services Department - Engineering Division	Approved - 9/18/2025
Mike Isom, Development Services Department	Approved - 9/18/2025
Gretchen Hakala, City Attorney Department	Approved - 9/25/2025
Katrina Six, City Clerk Department	Approved - 9/26/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/30/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/1/2025
Katrina Six, City Clerk Department	Final Approval - 10/2/2025

RESOLUTION NO. 25-317

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Sierra Vista Village KT21B-1 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Sierra Vista Village KT21B-1 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 FF of Maps, Page 49 is hereby accepted, including Lot A and Lot B.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Sierra Vista Village KT 21B-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 Marques General Engineering.

The surety on said project was _____
Lexon Insurance Company Bond # LICX1195260

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)

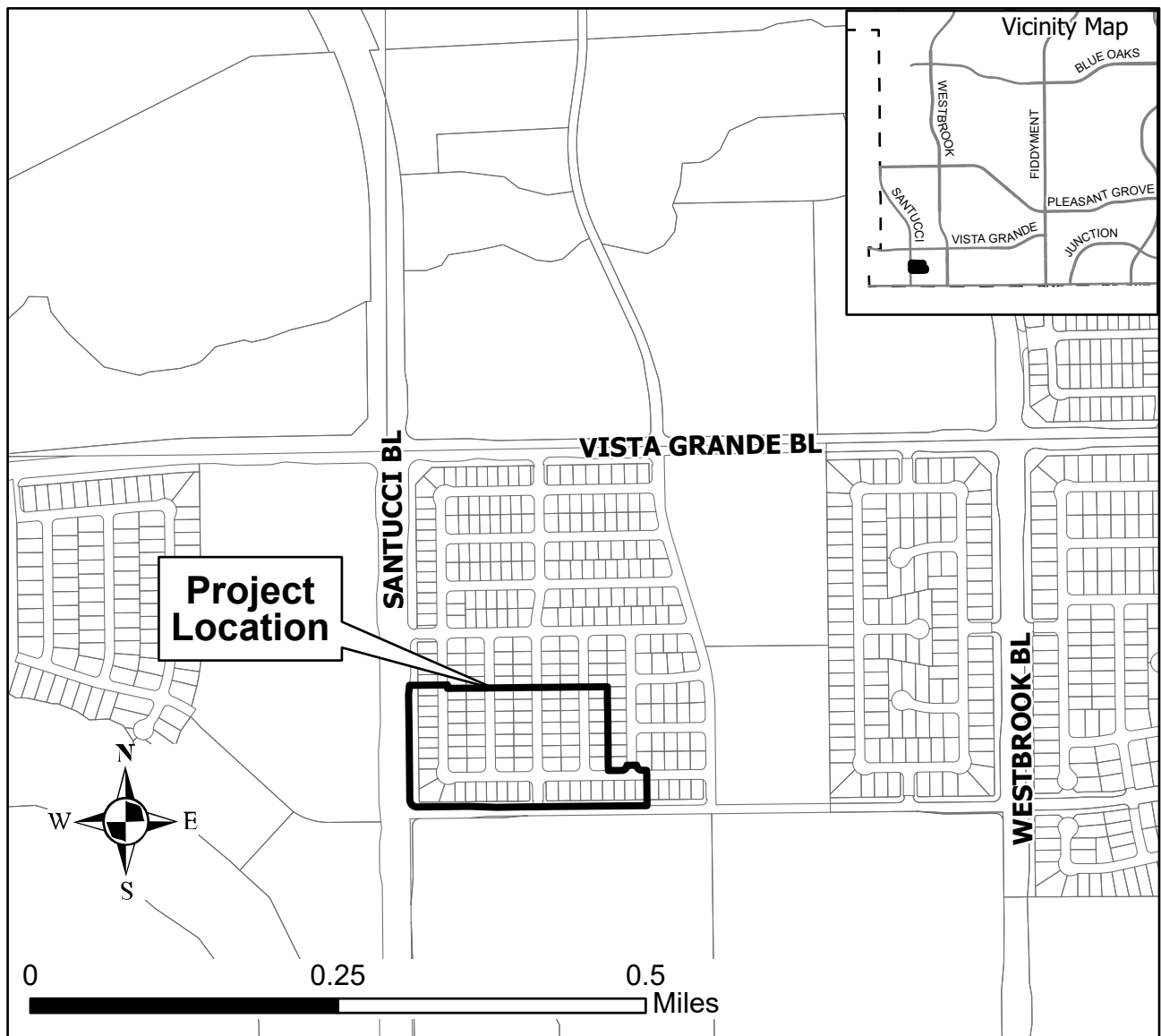
Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, Marc Stout proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville Sierra Vista KT 21B-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 KT 21B-1" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR 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, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS BLACKWELDER WAY, KNOBBY CREST WAY, HOLLOWTOP WAY, SIERRA MORENA WAY, LOTS A, B AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE 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) AS PUBLIC RIGHT OF WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS BLACKWELDER WAY, KNOBBY CREST WAY, HOLLOWTOP WAY, SIERRA MORENA WAY, LOT A AND LOT B.

SIERRA VISTA COMMUNITIES, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT INVESTMENTS, INC., A CALIFORNIA CORPORATION

BY: [Signature] NAME: CHRYSANTHY DEMOS
TITLE: PRESIDENT & CEO

BY: [Signature] NAME: Ron Bertolina
TITLE: Vice President

BY: LENNAR HOMES CALIFORNIA INC., A CALIFORNIA CORPORATION

BY: [Signature] NAME: LARRY GUALCO
TITLE: VICE PRESIDENT

BY: [Signature] NAME: Earl Keith
TITLE: Controller / VP

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF California }
COUNTY OF Placer } SS

ON THE 24th DAY OF February, 2021, BEFORE ME, Monique Reynolds
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, Larry Gualco & Earl Keith, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR 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: Monique Reynolds

PRINTED NAME: Monique Reynolds

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: Placer

MY COMMISSION EXPIRES: Nov. 24, 2024

MY COMMISSION NO.: 2337907

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 } SS

ON THE 1st DAY OF MARCH, 2021, BEFORE ME, Alim Valiev
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, Chrysanthy Demos & Ron Bertolina, 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]

PRINTED NAME: Alim Valiev

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: Sacramento

MY COMMISSION EXPIRES: Dec. 27, 2023

MY COMMISSION NO.: 2317355

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA KT 21B-1" 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 SIERRA VISTA COMMUNITIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2019. 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, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

R.E.Y. ENGINEERS, INC.

[Signature]
CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2021

DATE: 2/22/21



CITY ENGINEER'S STATEMENT

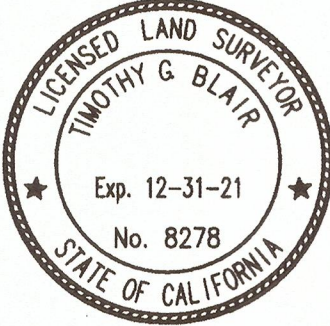
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA KT 21B-1" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

[Signature] DATE: 3/4/21
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "SIERRA VISTA KT 21B-1" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

[Signature] DATE: 3/16/21
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA KT 21B-1", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATIONS AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B AND ALL RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

[Signature]
CITY CLERK, CITY OF ROSEVILLE

DATE: 3/18/21 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 7th DAY OF April, 2021, AT 2:26 P.M. IN BOOK FF OF MAPS, AT PAGE 49, IN THE OFFICE OF THE PLACER COUNTY RECORDER, STATE OF CALIFORNIA, AT THE REQUEST OF R.E.Y. ENGINEERS, INC.

RYAN RONCO DOCUMENT NO.: 2021-0048507
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: [Signature] FEE: \$ 95.00
DEPUTY

FINAL MAP OF
SIERRA VISTA
KT 21B-1

SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF A PORTION OF LOT 11 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 1 OF 5 7310.024

SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
FF MAPS 18

LOT 6

VISTA GRANDE BOULEVARD

SANTUCCI BOULEVARD

LOT A

SIERRA MORENA WAY

BLACKWELDER WAY

KNOBBY CREST WAY

HOLLOWTOP WAY

SIERRA MORENA WAY

DESIGNATED REMAINDER
11.81 AC.

LOT B

SIERRA VILLAGE DRIVE

LOT 1

KV SIERRA VISTA, LLC
LARGE LOT SUBDIVISION
EE MAPS 71

LOT 12

SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
FF MAPS 18

LOT 13

LOT 2

BASIS OF BEARINGS:

THE BEARING N00°38'13"W, AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF SANTUCCI BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192" FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

- (1) FF MAPS 18
(2) EE MAPS 6

LEGEND

- MONUMENT TO BE SET PER (2) COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- MONUMENT TO BE SET PER (1) COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- FOUND 5/8" REBAR WITH PLASTIC PLUG STAMPED "LS 7944"
- SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- DIMENSION POINT NOTHING FOUND OR SET
- ACRE
- CHORD BEARING
- CHORD DISTANCE
- OVERALL
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL
- S.F. SQUARE FEET
- () DENOTES RECORD INFORMATION
- 1 SHEET NUMBER

NOTES:

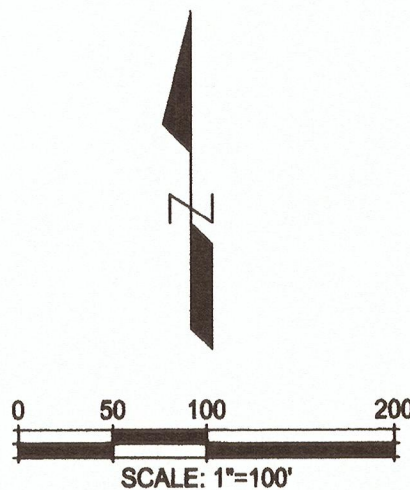
1. THE TOTAL AREA OF THIS SUBDIVISION IS 22.45 ACRES +/-, GROSS, CONSISTING OF 76 RESIDENTIAL LOTS, 2 LANDSCAPE LOT AND 1 (11.81 ACRE) DESIGNATED REMAINDER LOT.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
3. A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE KUHIL & ASSOCIATES DATED FEBRUARY 12, 2018; PROJECT NUMBER WKA NO. 11712.02P AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT - ENGINEERING DEPARTMENT FILE #308-876.
4. ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7944" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED.
5. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7944", WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7944" WILL BE SET ON THE SIDE LOT LINE 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 7944" WILL BE SET WITH EPOXY TO THE FACE WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AS OFFSET MONUMENT CANNOT BE SET.
6. COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE LOTS SHOWN HEREON ARE RECORDED AS DOCUMENT NO. 2020-0042952 OFFICIAL RECORDS OF PLACER COUNTY.

LINE TABLE

#	BEARING	LENGTH
L2(1)	N88°55'34"E	1173.50'
L3(1)	N16°51'55"W	101.77'
L4(1)	N00°38'13"W	414.04'
L5(1)	N89°21'43"E	942.83'
L6(1)	N89°15'08"W	120.10'
L7(1)	N89°21'43"E	220.00'
L11	N16°51'55"W	37.65'
L12	N16°51'55"W	64.12'
L13	N89°21'43"E	296.33'
L14	N89°21'43"E	646.50'
L15	N00°38'13"W	151.99'
L16	N89°21'47"E	20.50'
L17	N89°21'47"E	42.00'
L18	N89°21'47"E	58.00'
L19	N00°38'13"W	360.00'
L20	N89°21'47"E	686.00'
L21	N00°38'13"W	15.22'
L22	N89°21'47"E	162.61'
L23(1)	N01°04'28"W	4.00'
L24(1)	N88°55'34"E	62.04'
L25(1)	N85°44'41"E	42.08'
L26(1)	N88°55'34"E	116.00'
L27(1)	N88°28'06"E	42.01'
L28(1)	N88°55'34"E	116.00'
L29(1)	N88°28'06"E	42.01'
L30(1)	N88°55'34"E	116.00'
L31(1)	N88°28'06"E	42.01'
L32(1)	N88°55'34"E	116.00'
L33(1)	N88°28'06"E	42.01'
L34(1)	N88°55'34"E	176.80'
L35(1)	N73°08'05"E(R)	42.00'

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1(1)	250'	17°32'56"	76.57'	N80°09'06"E	76.27'
C2(1)	919'	16°13'38"	260.28'	N08°45'06"W	259.41'
C3(1)	31'	90°00'04"	48.70'	N45°38'15"W	43.84'
C4	22'	90°00'00"	34.56'	N45°38'13"W	31.11'
C5	22'	90°00'00"	34.56'	N44°21'47"E	31.11'
C6(1)	31'	89°33'47"	48.46'	N44°08'41"E	43.67'
C7(1)	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C8(1)	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C9(1)	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C10(1)	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C11(1)	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C12(1)	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C13(1)	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C14(1)	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C15(1)	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C16(1)	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C17(1)	271'	04°42'24"	22.26'	N86°34'22"E	22.26'
C18(1)	22'	78°54'55"	30.30'	N56°19'23"W	27.96'



FINAL MAP OF
SIERRA VISTA
KT 21B-1

SUBDIVISION No. PL17-0305

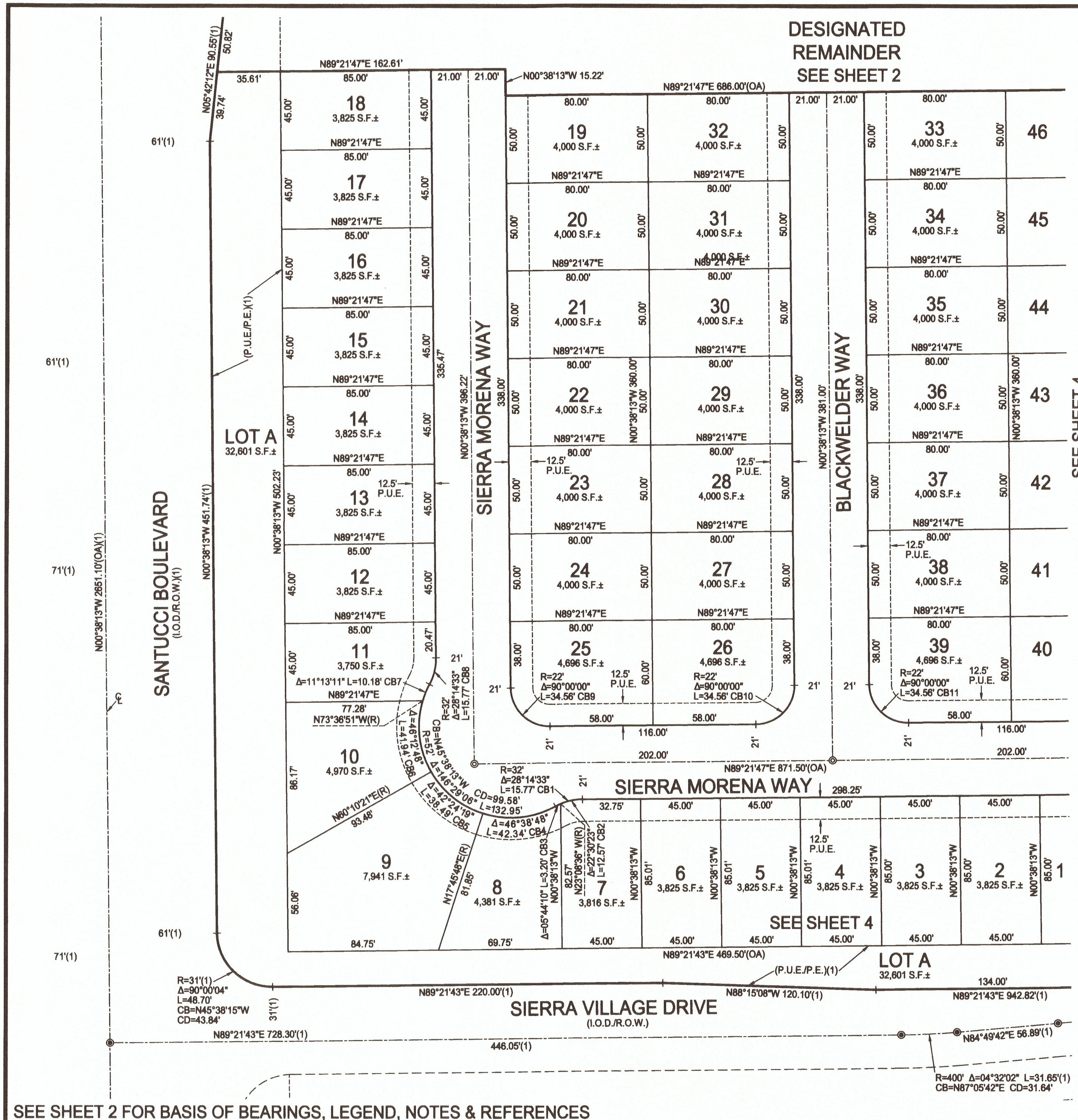
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CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

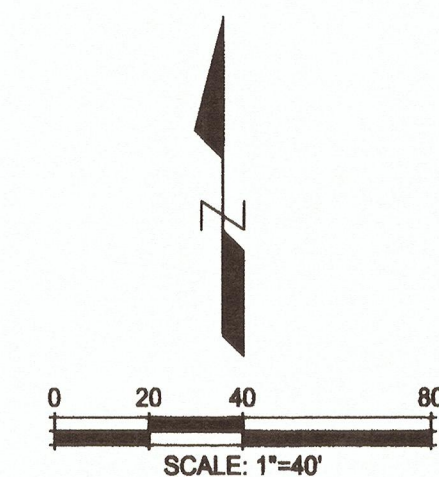
R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste. 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 2 OF 5 7310.024



CHORD TABLE		
#	CHORD BEARING	CHORD LENGTH
C1	N75°14'30"E	15.61'
C2	N78°06'35"E	12.49'
C3	N63°59'19"E	3.20'
C4	N84°26'38"E	41.18'
C5	N51°01'49"W	37.61'
C6	N06°43'15"W	40.81'
C7	N21°59'44"E	10.17'
C8	N13°29'04"E	15.61'
C9	N45°38'13"W	31.11'
C10	N44°21'47"E	31.11'
C11	N45°38'13"W	31.11'



FINAL MAP OF SIERRA VISTA KT 21B-1

SUBDIVISION No. PL17-0305

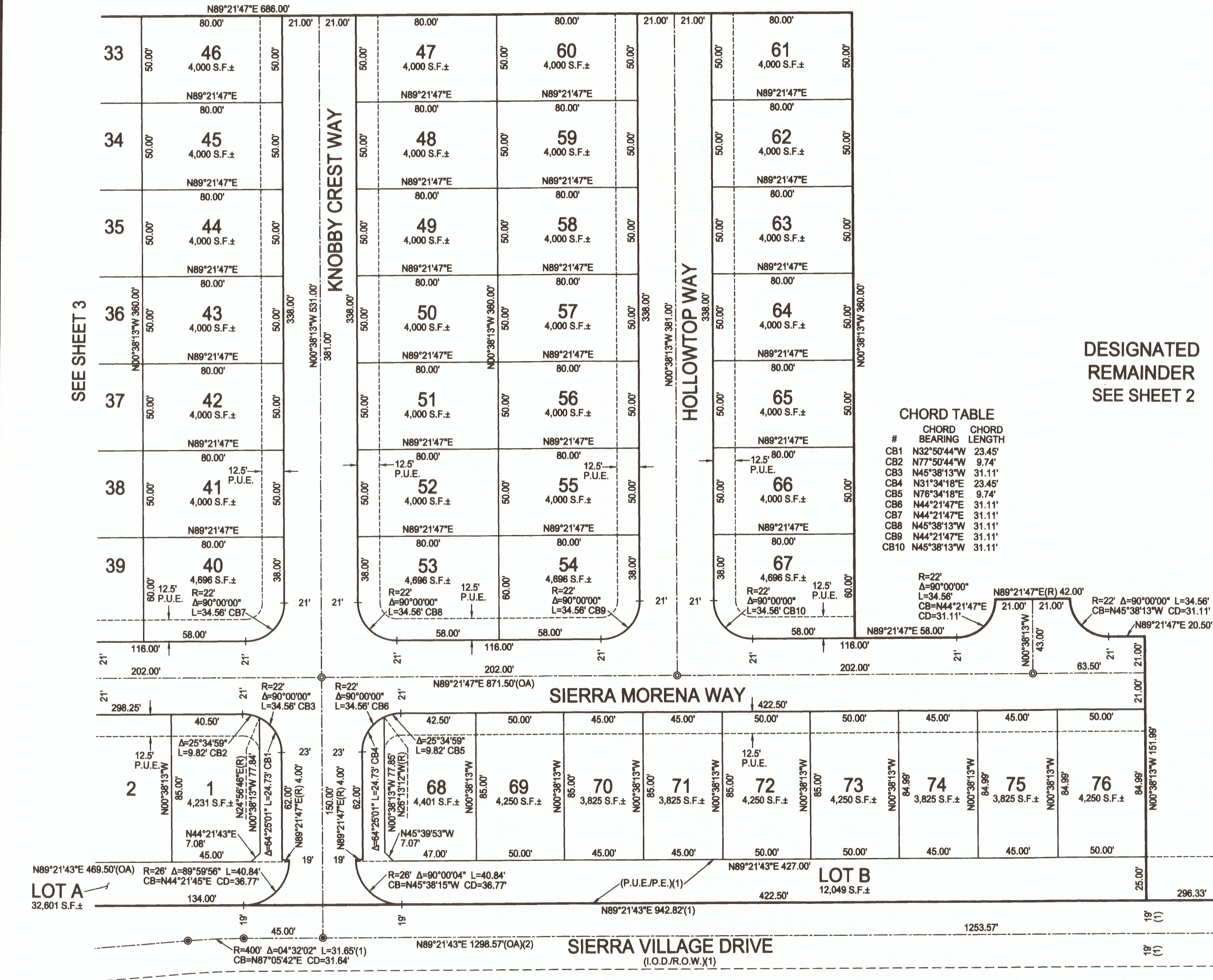
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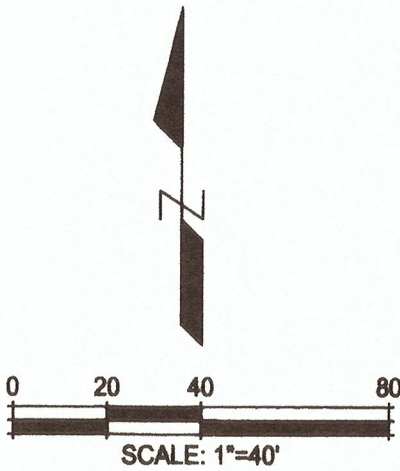
APRIL 2021

SHEET 3 OF 5 7310.024



CHORD TABLE

#	CHORD BEARING	CHORD LENGTH
CB1	N32°50'44"W	23.45'
CB2	N77°50'44"W	9.74'
CB3	N45°38'13"W	31.11'
CB4	N31°34'18"E	23.45'
CB5	N76°34'18"E	9.74'
CB6	N44°21'47"E	31.11'
CB7	N44°21'47"E	31.11'
CB8	N45°38'13"W	31.11'
CB9	N44°21'47"E	31.11'
CB10	N45°38'13"W	31.11'



FINAL MAP OF
SIERRA VISTA
KT 21B-1
SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF A PORTION OF LOT 11 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

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APRIL 2021

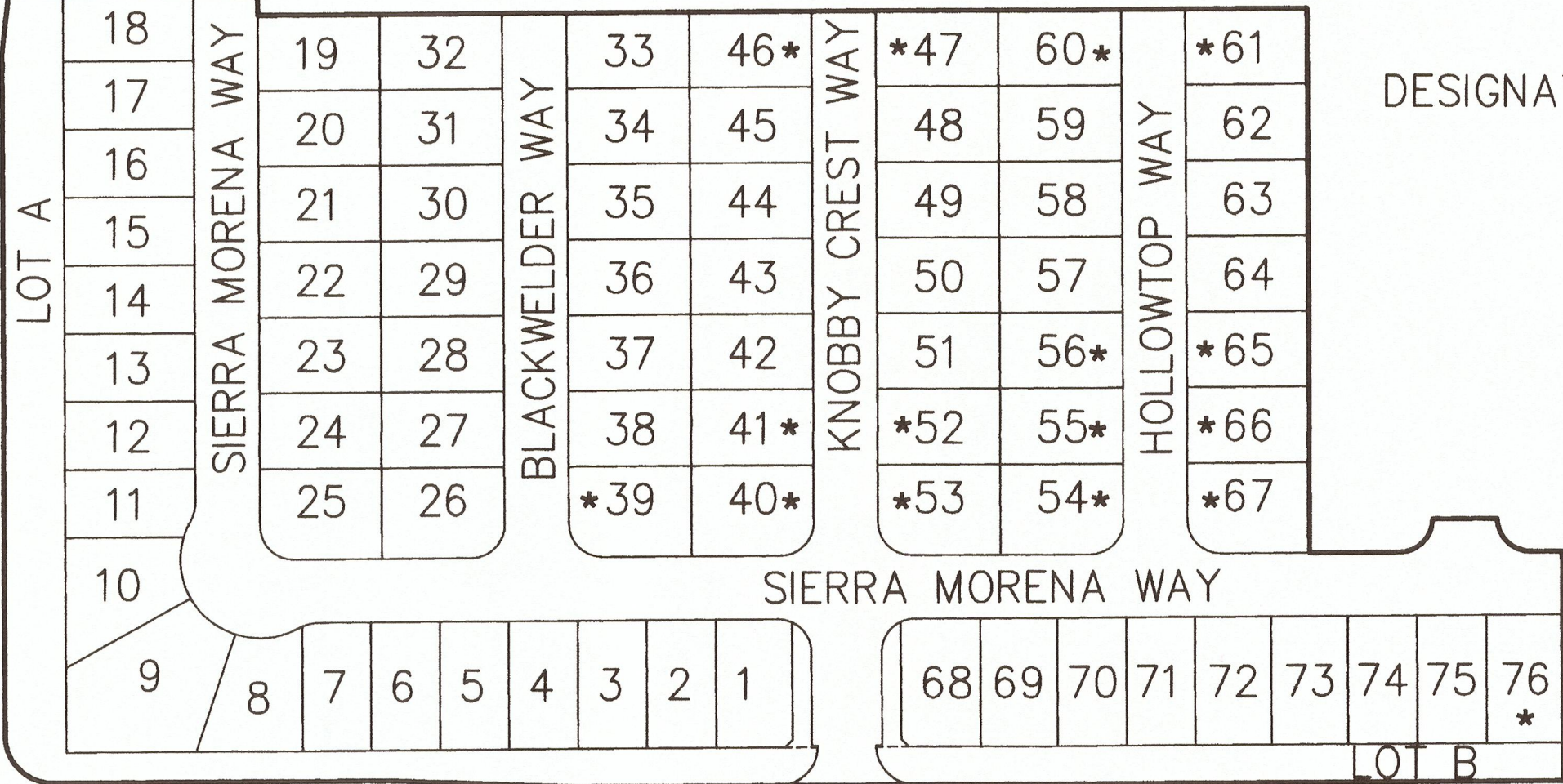
SHEET 4 OF 5 7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
FF MAPS 18

LOT 6

SANTUCCI BOULEVARD



SIERRA VILLAGE DRIVE

LOT 1
KV SIERRA VISTA, LLC
LARGE LOT SUBDIVISION
EE MAPS 71

LOT 12

SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
FF MAPS 18

LOT 13

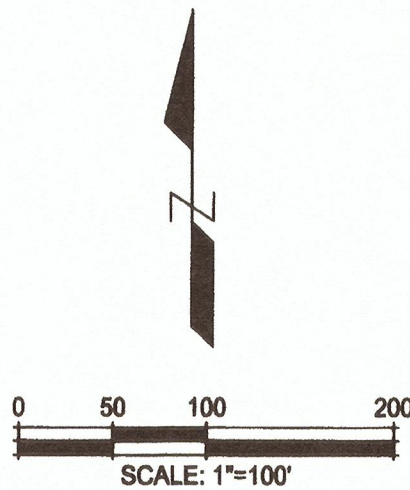
LOT 2

**ADDITIONAL INFORMATION FOR INFORMATIONAL
PURPOSE ONLY PURSUANT TO SECTION 66434.2
OF THE GOVERNMENT CODE**

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



**FINAL MAP OF
SIERRA VISTA
KT 21B-1**

SUBDIVISION No. PL17-0305

BEING A SUBDIVISION OF A PORTION OF LOT 11 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON OCTOBER 1, 2020 IN BOOK FF OF MAPS, AT PAGE 18, PLACER COUNTY RECORDS, SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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(916) 366-3040 Fax (916) 366-3303

APRIL 2021

SHEET 5 OF 5 7310.024

Title:	Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project (RFP # 08-149) – Award of Design-Assist Construction Agreement and Budget Adjustment
Contact:	Inderpreet Chaggar 916-774-5553 ikchaggar@roseville.ca.us

SUMMARY

This item requests approval and award of a Design-Assist Construction Agreement with Myers & Sons Construction, LLC, Inc. for the Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project in the amount of \$10,376,850 and authorization for the City Manager or his designee to approve and pay for contract change orders that could increase the contract amount by no more than 10 percent (\$1,037,685). This item also requests approval of construction plans and specifications and a budget adjustment consisting of a \$4,000,000 transfer from available funds in the Water Operations Fund to the Water Rehabilitation Fund and an appropriation of \$3,717,030 in the Water Rehabilitation Fund to increase the project budget.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the project's construction plans and specifications;
2. Approve the Design-Assist Construction Agreement with Myers & Sons Construction, LLC (Myers & Sons) for the Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project in the amount of \$10,376,850 and adopt a resolution authorizing the City Manager to execute it on behalf of the City, as well as authorizing the City Manager or his designee to approve and pay for contract change orders that could increase the contract amount by no more than 10 percent (\$1,037,685); and
3. Adopt an ordinance to approve a budget adjustment of a \$4,000,000 transfer from the Water Operations Fund to the Water Rehabilitation Fund and an appropriation of \$3,717,030 in the Water Rehabilitation Fund to increase the project budget.

BACKGROUND

In 2019, the City's Environmental Utilities Department (EUD) retained Carollo Engineers, Inc (Carollo) to conduct a condition assessment of major assets at the Barton Road Water Treatment Plant (BRWTP). The goal of the assessment was to establish the plant's baseline condition and acquire pertinent data for forecasting capital improvements and funding needs to support the Water Utility Division's rehabilitation planning process. Among other items, the evaluation recommended rehabilitation of the Wash Water Reclamation Basins 1 and 2, which would include structural repair and replacement of mechanical/process components.

The rehabilitation recommendation considered the age and condition of the basins. However, based on the

City's population growth projection and anticipated additional storage capacity that would be needed, as well as the operational efficiencies that would be gained with the new facility, EUD staff, upon these further considerations, made the recommendation to replace existing basins 1 and 2 with new basins.

On September 13, 2023, a Request for Proposals (RFP) #08-124 was published for professional design services for the replacement design of the two (2) basins and on March 20, 2024, the design contract was awarded to Carollo Engineers. Carollo's scope included providing bid documents to procure design-assist proposals and construction management services proposals from qualified entities.

On May 12, 2025, an RFP (#08-149) was published for construction services of the facilities, using a Design-Assist project delivery method. On June 16, 2025, four (4) firms submitted proposals to the City Clerk's office for review and consideration. Based upon review of the proposals by EUD's Proposal Evaluation Committee, two (2) firms were selected for interview. Following the interview process, Myers & Sons, LLC was identified as providing the best value to the City and was ranked the highest based on the evaluation criteria outlined in the RFP. Staff therefore recommends that the contract be awarded to Meyers & Sons, LLC.

FISCAL IMPACT

The total project budget needed, \$13,894,690, will fully fund this phase of the project, which includes: the Design-Assist Construction Agreement with Myers & Sons for \$10,376,850, contingency for potential change orders not to exceed \$1,037,685, a Professional Services Agreement for Construction Management Services for \$1,009,766, which will be presented as a separate Council agenda item, and the anticipated secondary labor of City staff working on this project for \$350,000.

The current project budget is \$10,177,660. This item includes a budget adjustment that requests (1) an appropriation of \$3,717,030 from the Water Rehabilitation Fund to increase the project budget to \$13,894,690 and (2) a transfer of \$4 million from the Water Operations Fund to the Water Rehabilitation Fund as there are not sufficient resources available in the rehabilitation fund after accounting for project carryover reserves and fund reserve requirements. The excess of the transfer (\$282,970) will eventually be allocated to other water rehabilitation efforts.

ENVIRONMENTAL REVIEW

The proposed Barton Road Water Treatment Plant Wash Water Reclamation Basin 1 and 2 Project involves the maintenance and replacement of existing structures and facilities. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guideline Section 15302). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Inderpreet Chaggar, Senior Engineer

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Resolution 25-325
2. BRWTP Reclam Basins 1&2_DesignAssistAgreement_Myers&Sons_signed
3. Ordinance 7001
4. Notice of Exemption

REVIEWERS:

Inderpreet Chaggar, Environmental Utilities Department - Technical Services	Created/Initiated - 9/18/2025
Jason Marks, Environmental Utilities Department - Technical Services	Approved - 9/24/2025
Devin Whittington, Environmental Utilities Department	Approved - 9/24/2025
Sean Bigley, Environmental Utilities Department - All	Approved - 9/25/2025
Gretchen Hakala, City Attorney Department	Approved - 9/29/2025
Katrina Six, City Clerk Department	Approved - 9/29/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/1/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/1/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/1/2025
Katrina Six, City Clerk Department	Final Approval - 10/2/2025

RESOLUTION NO. 25-325

APPROVING A DESIGN-ASSIST CONSTRUCTION AGREEMENT, BY AND BETWEEN
MYERS & SONS CONSTRUCTION, LLC, AND THE CITY OF ROSEVILLE, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Design-Assist Construction Agreement for the Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project, by and between Myers & Sons Construction, LLC, 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.

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



CONTRACT DOCUMENTS FOR

DESIGN-ASSIST AND CONSTRUCTION OF

BARTON ROAD WATER TREATMENT PLANT WASH WATER

RECLAMATION BASINS 1 AND 2 REPLACEMENT PROJECT

VOLUME 2 of 4:

AGREEMENT

INCLUDING:

Agreement and Agreement Exhibits

August 29, 2025

Note: Final Executed Agreement will be conformed to all Addenda and incorporate final negotiations with Contractor prior to award of Agreement

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DESIGN-ASSIST CONSTRUCTION AGREEMENT

BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2 REPLACEMENT PROJECT

This Design-Assist Construction Agreement (“Agreement”) is made and entered into on this _____ day of _____, 20____, by and between the CITY of Roseville, a municipal corporation (“CITY”), and Myers & Sons Construction, LLC, a California limited liability company (hereinafter referred to as “CONTRACTOR”).

RECITALS

WHEREAS, the CITY issued a Request for Letter Proposal for the design-assist construction of BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2 REPLACEMENT PROJECT (hereinafter “Project”); and

WHEREAS, CONTRACTOR has submitted a Proposal to CITY, dated October 5, 2021 attached hereto and made a part hereof as Exhibit B – Contractor’s Proposal, and CITY desires for CONTRACTOR to provide the design assist and construction services as set forth in this Agreement; and

WHEREAS, CONTRACTOR is ready, willing and able to perform the aforementioned services required in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

ARTICLE 1 - DEFINITIONS OF LANGUAGE USED, WORDS AND TERMS

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect to authorize an exercise of professional judgment by the CITY, Construction Manager or Engineer. The adjectives/terms “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” and “of like effect” are used to describe an action or determination of the CITY, Construction Manager or Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term is not intended to and shall not be effective to assign to CITY, Construction Manager or Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority contrary to the other provisions of the Contract Documents.

Specification Section Paragraphs entitled "Section Includes" summarize briefly what is generally included in the section. Requirements of Specifications are not limited by "Section Includes" paragraphs.

Specifications and Drawings have been partially streamlined by intentionally omitting words and phrases, such as "the Contractor shall," "in conformity therewith," "shall be" following "as indicated," "a," "an," "the" and "all." The phrases "by CITY’s Representative", “by Engineer”, and “by Construction

Manager” modify words such as "accepted," "directed," "selected," "inspected," "permitted," “submit”, “report”, and “satisfactory” when they are unmodified. Words "Contractor shall" are implied when direction is stated.

Colons (:) are used to introduce a list of particulars, an amplification, or an illustrative quotation. When used after designation of product, colons are used in place of words “shall be.”

Whether the term or phrase is capitalized or in all capitals (for example, Contractor or CONTRACTOR) in the Contract Documents shall be deemed to be the same for purposes of the Definitions of Language Used, Words and Terms.

- 1.1. **“Agreement” or “Contract”** means this Design-Assist Construction Agreement, its exhibits, and all amendments and/or modifications hereto executed by the parties. The defined terms “Contract” and “Agreement” may be used throughout interchangeably and should be considered as one in the same defined term.
- 1.2. **“Allowance” or “Construction Allowance”** is an amount of money set aside under the Contract for a special purpose identified and defined in the Contract Documents. Voluntary Allowance items are described by Contractor in Exhibit C – Guaranteed Maximum Price, Fee, and Cost of Work and are included in the total GMP.
- 1.3. **“Applicable Laws”** means all laws, codes, ordinances, rules and regulations of **governmental** authorities having jurisdiction over the Site and/or the Work.
- 1.4. **“Application for Payment”** means the document prepared by CONTRACTOR and **submitted** to CITY showing CONTRACTOR’s entitlement to progress payments, the requirements of which are more fully described in Article 8 hereof.
- 1.5. **“Architect/Engineer”** means a licensed professional(s) (and/or entity(ies)) retained by CITY, who provides architectural, design and/or engineering services as may be required by the Work. The Architect/Engineer shall be registered in the State of California and the architect and/or engineer of record for the Work pursuant to their design responsibilities. The Architect/Engineer may be substituted or replaced at the discretion of CITY.
- 1.6. **“Asbestos”** is any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.7. **“Authorized Representatives”** means the Design-Assist Team and those individuals appointed by CITY and CONTRACTOR from time to time in accordance with the provisions of Article 4.2.1.
- 1.8. **“Beneficial Occupancy” or “Beneficial Occupation”** is a term that can be used to describe a distinct portion of the Work, that in the CITY’s Representative’s opinion, is capable of being used for its intended purpose, even though it may have some minor deficiencies, including outstanding punch list items to complete.
- 1.9. **“Business Day”** means any day when the office of the CITY Clerk of the CITY of Roseville is open for business.
- 1.10. **“Certificate of Substantial Completion”** means a certificate prepared by CONTRACTOR in accordance with Article 8.13 and forwarded to CITY.
- 1.11. **“Certificate of Final Completion”** means a certificate prepared by CONTRACTOR and forwarded to CITY stating that the Project is finally complete and that CONTRACTOR is entitled to Final Payment in accordance with Article 8.14 hereof.

- 1.12. **“Change Directive”, “Change Order”, or “Construction Change Directive (CCD)”** is a written order prepared by the Construction Manager and signed by the CITY, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract GMP amount or Contract Time.
- 1.13. **“Change Proposal”** means a proposal for a Change Order submitted by CONTRACTOR to CITY, either at the request of CITY, or at CONTRACTOR's own initiative.
- 1.14. **“CITY”** refers to the CITY of Roseville, the governing body of which is termed the “CITY Council”.
- 1.15. **“CITY’s Representative”** is the person(s) designated by the Director of the CITY’s Environmental Utilities Department who has been duly authorized to exercise control and supervision of the Work. A CITY’s Representative generally will be either a professional engineer or architect, depending on the nature of the Work, but is not required to be a professional engineer or architect. The CITY may change the individual(s) acting as the CITY’s Representative(s), or delegate one or more specific functions to one or more specific CITY’s Representative at any time without notice and without liability to Contractor. Each CITY’s Representative is the beneficiary of all Contractor obligations to CITY, including without limitation, all releases and indemnities.
- 1.16. **“Claim”**. A demand or assertion by the Contractor seeking an adjustment of the GMP or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- 1.17. **“Construction Documents”** means the plans and specifications prepared by the Design Assist Team for the Project, approved by CITY, and incorporated into this Agreement by reference after such approval, to be used to construct the Project. The Construction Documents shall set forth in detail all items necessary to complete the construction of the Project in accordance with the Contract Documents (subject to their completion following commencement of the Construction Phase). All amendments and modifications to the Plans and Specifications must be approved by CITY prior to incorporation into this Agreement. CONTRACTOR’s attention is hereby directed to the confidentiality requirements of Article 2.12.
- 1.18. **“Construction Consultant”**. The CITY may retain a Construction Consultant(s) as it deems necessary to assist/advise the CITY staff and/or other CITY consultants during the progress of the Work. Any Construction Consultant retained by CITY for this Project will not have any formal contract administration responsibilities. The Construction Consultant(s) is the beneficiary of all Contractor obligations to CITY, including without limitation, all releases and indemnities.
- 1.19. **“Construction Manager”** is the person designated, in writing, by the CITY to act as its representative at the Site and to perform administrative functions relating to this Agreement. The Construction Manager shall also furnish inspection services as provided by the contract between the Construction Manager and the CITY. All contact between the Contractor and the CITY shall be through the Construction Manager; unless otherwise specified or directed. Only the CITY may modify the Agreement. The CITY may assign all or part of the CITY’s Representative’s duties, rights and responsibilities to the Construction Manager. The Construction Manager is the beneficiary of all Contractor obligations to CITY, including without limitation, all releases and indemnities.
- 1.20. **“Construction Phase”** means the period beginning with the issuance of the Construction Notice to Proceed (NTP) and ending on the date of Final Completion of the Project.
- 1.21. **“Construction Work”** means that portion of the Work consisting of the provision of labor, materials, equipment and services in connection with the construction of the Project as set forth

in the Contract Documents.

- 1.22. **“Contingency Costs”** means those items of Cost of the Work attributable to a contingency for which CITY is responsible and which are payable by CITY to CONTRACTOR pursuant to a Change Order as provided in Article 9.7-CHANGE ORDERS ON ACCOUNT OF CONTINGENCIES.
- 1.23. **“Contract”** means this Design-Assist Construction Agreement, its exhibits, and all amendments and/or modifications hereto executed by the parties. The defined terms “Contract” and “Agreement” may be used throughout interchangeably and should be considered as one in the same defined term.
- 1.24. **“Contract Documents”** means 1) this document (Agreement) and its Exhibits, 2) the Technical Specifications, and 3) Project Drawings, all of which form the entire integrated agreement between CITY and CONTRACTOR. In the event of a conflict between any of these documents, this Agreement controls, followed by its Exhibits.
- 1.25. **“Contract Time”** The number of days or the dates stated in the Agreement to: (i) achieve Milestones, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Construction Manager’s written recommendation of final payment. See Exhibit H - COMPLETION TIMES AND LIQUIDATED DAMAGES.
- 1.26. **“CONTRACTOR”** means the individual or entity identified in the preamble to this Agreement.
- 1.27. **“CONTRACTOR’S Plant and Equipment”** means the equipment, material, supplies and all other items, except labor, brought onto the Site by the Contractor to carry out the Work, but not to be incorporated in the Work.
- 1.28. **“CONTRACTOR Event of Default”** shall have the meaning set forth in Article 14.1 hereof.
- 1.29. **“Cost of the Work”** consists of those items of Work, which are paid for by CITY to CONTRACTOR, and consist of those categories of costs set forth as allowable on Exhibit C.
- 1.30. **“County”** refers to Placer County where the Site is located.
- 1.31. **“CPM”** means a critical path method schedule in the form of precedents, networks and time sequences.
- 1.32. **“Day” or “Days”** means calendar days, including legal holidays, Saturdays and Sundays, unless specifically noted otherwise. The day shall be 24 hours measured from midnight to the next midnight.
- 1.33. **“Defective Work”** refers to Work that does not meet the requirements of the Contract Documents and has been identified to the Contractor by the Construction Manager in writing because the Work:
- a. Does not meet the requirements of or conform to the Contract Documents; or
 - b. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. Has been damaged prior to Construction Manager’s or Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY as of the Substantial Completion date in accordance with the Contract Documents).

Punch list or other minor corrective items of work that are not in compliance with the Contract Documents do not meet to the definition of “Defective Work” as used in these Contract

Documents. For work to be deemed “Defective Work,” the Construction Manager must have notified the Contractor in writing of a defective item of the Work.

- 1.34. **“Design-Assist Team”** includes the following: Architect/Engineer; CONTRACTOR; and/or others as coordinated by CONTRACTOR and CITY.
- 1.35. **“Design Development Documents”** means the drawings, specifications and other documents prepared by the Design-Assist Team for CITY's review and approval prior to the preparation of the Construction Documents. The Design Development Documents shall illustrate the scale and relationship of Project components, outline the nature and structural exterior and three dimensional scale of the Project and shall fix and describe in detail the configuration and character of the Project concerning all items of the Project necessary for the complete and final preparation of the Construction Documents in accordance with the requirements of the Contract Documents, including architectural and electrical systems, materials and such other elements as may be appropriate. CONTRACTOR's attention is hereby directed to the confidentiality requirements of Article 2.12.
- 1.36. **“Design Materials”** means any and all documents, shop drawings, electronic information, data, plans, drawings, sketches, illustrations, specifications, descriptions, models and other information developed, prepared, furnished, delivered or required to be delivered by CONTRACTOR to CITY under the Contract Documents or developed or prepared by CONTRACTOR specifically to discharge its duties under the Contract Documents. CONTRACTOR's attention is hereby directed to the confidentiality requirements of Article 2.12.
- 1.37. **“Design-Assist Work”** means that portion of the Work consisting of the design-assist services required to be provided in connection with the Architect/Engineer's design of the Project as set forth in the Contract Documents, which shall be performed consistent with the standards of care set forth herein.
- 1.38. **“Direct”** is an action of the CITY or Construction Manager by which the Contractor is ordered to perform or refrain from performing work under the Agreement.
- 1.39. **“Drawings”**, also referred to as **“Plans”** are that part of the Contract Documents consisting of the graphical and technical requirements of the Agreement as included on the plan, profile, section and detail sheets, included in a response to Request for Information or any revisions issued by Engineer. Drawings, or reproductions thereof, show the location, character, dimensions and details of the Work to be done. Shop drawings and other Contractor submittals are not Drawings as so defined.
- 1.40. **“Engineer”**. The engineer, architect or specialty design consultant designated by the CITY to have design control over the Work or a specified portion of the Work, acting either directly or through duly authorized representatives. Such representatives shall act within the scope of the particular duties delegated to them. The Engineer may also furnish inspection services as provided by the Agreement. The Engineer may also be referred to as the “CITY's Representative” if the definition is used in an Engineer role and capacity. The CITY may assign all or part of the CITY's Representative's duties, rights and responsibilities to the Engineer. The Engineer is the beneficiary of all Contractor obligations to CITY, including without limitation, all releases and indemnities.
- 1.41. **“Equipment”** (Construction) is all machinery and equipment, together with the necessary supplies for upkeep and maintenance, including tools and apparatus necessary for the proper construction and acceptable completion of the Work contemplated. Equipment (Installation) is all material or articles used in equipping a facility or apparatus required to fulfill a functional

design.

- 1.42. **“Execution”** means field or site performance, workmanship, installation, erection, application, field fabrication, quality control, and protection of installed products on the Site.
- 1.43. **“Excusable Delay”** shall have the meaning set forth in Article 7.3.3.
- 1.44. **“Extra Work”** is new or unforeseen work, or added work of a different character or function; or that involves revisions of the details of the Work on which Contractor based its GMP. If the extra work increases the Contractor’s Cost of the Work and/or time to perform the Work, and is approved by the CITY via a written Change Order, the GMP and/or Contract Times shall be adjusted as provided in the Contract Documents. Extra Work shall not include Work which is shown, detailed or specified in the Contract Documents or which constitutes “Incidental Work” as defined within the Contract Documents definition below.
- 1.45. **“Fee”**, if applicable, means the fee payable to CONTRACTOR pursuant to this Agreement and as part of the GMP, if shown on Exhibit C – GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE attached hereto.
- 1.46. **“Field Directive”** is a change in the scope of the Agreement that does not cause an increase in the Cost of the Work, nor an adjustment to the GMP or the Contract Time(s), unless the Construction Manager determines the Field Directive warrants a Change Order.
- 1.47. **“Field Order”** is a written instruction given to the Contractor by Construction Manager authorizing work that is a change to the scope of Work to be performed on a time and material basis or a lump sum cost agreed to between CITY and the Contractor and documented in a Change Order.
- 1.48. **“Final Acceptance”** is the formal approval by CITY in accepting a portion of the Contractor’s work as completed.
- 1.49. **“Final Completion”** means the date when the work is 100% complete in accordance with the terms and conditions of the Contract Documents, including completion of all Punch list items as certified by the Construction Manager.
- 1.50. **“Force Majeure”** includes industry wide or nationwide labor dispute (excluding labor shortage), fire, unusual delay in transportation or delivery, unavoidable casualty, flood (assuming CONTRACTOR has taken reasonable precautions), earthquake, epidemic, civil disturbance, war, freight embargo, riot, sabotage (by persons other than CONTRACTOR or Subcontractors), material shortage or any other similar act or condition, in each case only to the extent the event in question is beyond the reasonable control of and without the fault or negligence of CONTRACTOR. It is expressly agreed that the following matters shall not constitute Force Majeure:
 - a. Lack of or inability to use funds for any reason;
 - b. Any occurrence which results from the wrongful act, or wrongful omission, of the affected party, or the failure by the affected party to act in a prudent and proper manner and in accordance with good and accepted industry practices;
 - c. Any failure by the affected party to reach agreement with any third party necessary to enable the affected party to perform its obligations under this Agreement;
 - d. An event or circumstance, where the event or circumstance, or its effects on the affected party, or the resulting inability of the affected party to perform its obligations could have been prevented, overcome or remedied by the exercise by the affected party of the standard of care and diligence consistent with that of a reasonable and prudent person;

- e. Breakdown of Contractor's Equipment;
 - f. Strike or industrial action of Contractor's employees or those of subcontractors; or
 - g. Adverse weather conditions including, without limitation, wet weather, unless the weather is unusually severe for the Site.
- 1.51. **"Governmental Approvals"** means those CITY approvals necessary for the completion of the Project, including, but not limited to, modification of existing zoning, vacation of certain streets and/or alleys, and modifications to or variances from applicable building or zoning regulations.
- 1.52. **"Guaranteed Maximum Price" or "GMP"** means the amount set forth on Exhibit C- GUARANTEED MAXIMUM PRICE, FEE, AND COST OF WORK hereto, which may be increased or decreased in accordance with the provisions of the Contract Documents.
- 1.53. **"Hazardous Materials"** means those items identified on Exhibit E-HAZARDOUS MATERIALS hereto.
- 1.54. **"Holidays"** are the legal holidays as designated by the CITY including: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.
- 1.55. **Incidental Work.** Incidental work includes reasonably implied parts of the not shown on Drawings nor described in Specifications, but which is necessary or normally or customarily required as a part of the Work shown on the Drawings or described in the Specifications to provide a complete installation which is fully connected and tied into the existing facilities and processes and is fully functional and operational. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and expense thereof shall be included in the GMP. Incidental work shall be performed by Contractor and included in the Cost of the Work without an increase in the GMP.
- 1.56. **"Indemnified Parties"** includes, but is not limited to, CITY, its agents, officers, employees, and volunteers.
- 1.57. **"Inspector"** shall mean the person(s), firm(s), or agency(ies) employed by the CITY to perform inspection during construction of the Work, under the direction of the Construction Manager. It shall also mean any representative of the CITY who will perform inspections of the Work for code compliance and quality assurance reporting in addition to those inspections performed by the CITY's Representative and/or the Engineer. Said inspector may be the Construction Manager or may be another representative of the CITY.
- 1.58. **"Liquidated Damages"** means the damages payable by CONTRACTOR to CITY in the event CONTRACTOR does not achieve project Milestones Final Completion of the Project by the date required on the Schedule, as adjusted, as more fully described in Article 7.5 and Exhibit H-COMPLETION TIMES AND LIQUIDATED DAMAGES hereof.
- 1.59. **"Modification"** means an amendment to this Agreement executed by the parties after the date hereof.
- 1.60. **"Non-Excusable Delay"** shall have the meaning set forth in Article 7.3.2.
- 1.61. **"Notice of Completion"** is the formal action taken by the CITY in determining that the Contractor's Work has been completed, or as delegated pursuant to a CITY Council resolution, accepting the Work as fully completed. The written notice is signed by the CITY and filed with the County Recorder.

- 1.62. **“Notice to Proceed”** (NTP) is the written notice given by the CITY to the Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
- 1.63. **“Or Equal”** means any product, equipment, material, thing, service, mean/method or service which is proposed by the Contractor for use in the Work, which is equal to or better than, and is as suitable as the product, equipment, material, thing, service, mean/method or service specified in the Contract Documents as to function, performance, reliability, quality, schedule and general configuration. Any “or equal” substitutions must be approved by the CITY.
- 1.64. **“Owner”** refers to the CITY, or authorized representative as approved by the CITY.
- 1.65. **“Party”** shall mean CITY or CONTRACTOR individually, and **“Parties”** shall mean CITY and CONTRACTOR collectively.
- 1.66. **“Payment and Performance Bonds”** means the payment bond and performance bond issued by an admitted Surety covering the faithful performance and completion of the Construction Work, including payment for all materials and labor furnished or supplied in connection with the Construction Work, by CONTRACTOR. Such bonds shall be in the form described in Exhibit G-BOND FORMS.
- 1.67. **“Plans”**. See “Drawings”.
- 1.68. **“Project”** means the design and construction of the project described in the Recitals, together with all on-site infrastructure, site improvements and appurtenances to be designed, constructed and installed in connection therewith, as more fully set forth and described in the Contract Documents and as required thereby or reasonably inferred therefrom.
- 1.69. **“Project Manager”** means the person assigned by the Director of the CITY’s administering department to monitor the Project and Work.
- 1.70. **“Proposal”** is the offer of a Proposer to perform the Work pursuant to completed prescribed Bid Proposal requirements and forms, properly executed and guaranteed, and timely submitted.
- 1.71. **“Punch List”** means those minor items of Work to be completed after Substantial Completion and prior to Final Completion, which do not prevent the Project from being used for the purpose for which it is intended and which will not prevent beneficial occupancy or use.
- 1.72. **“Reference Specifications”** are those standards, rules, method of tests or analysis, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents.
- 1.73. **“Request for Information”** also referred to as “Request for Clarification”. A Request for Information (RFI) is issued by the Contractor to the Construction Manager requesting additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems which have arisen under field conditions. A RFI is not to be used for request for materials/equipment substitutions or value engineering/cost reduction incentive proposals.
- 1.74. **“Request for Quotation”** is a request for a proposed cost made to the Contractor by the CITY to add, delete or change the Work. A Request for Quote (RFQ) shall not be deemed to be a direction to proceed with any addition, deletion or change to the Work.
- 1.75. **“Retention”** means the amount withheld from progress payments from CITY to CONTRACTOR from time to time, as more fully described in Article 8.6-RETENTION, ESCROW AGREEMENT, FINAL PAYMENTS hereof.

- 1.76. **“Samples”** refers to physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 1.77. **“Schedule”** means the schedule pursuant to the Proposal and/or other Contract Documents to which CONTRACTOR has agreed to complete the Work. The Schedule shall be adjusted pursuant to the provisions of the Contract Documents. In the event the Schedule is not contained within the Proposal, then CONTRACTOR shall provide to CITY, within fifteen (15) days of issuance of a Notice To Proceed by CITY, with a complete milestone schedule identifying, among other things, critical paths (if any) and total calendar days until Substantial and Final Completion. In the event the Schedule is contained in the Proposal, the start of the Schedule shall be adjusted by the CONTRACTOR to reflect the date of the Notice To Proceed.
- 1.78. **“Scheduled Date of Substantial Completion”** means the date CONTRACTOR has agreed to achieve Substantial Completion of the Project in accordance with the Schedule, as adjusted.
- 1.79. **“Scope Change Costs”** means those items of Cost of the Work attributable to changes in scope of the Work and payable by CITY to CONTRACTOR pursuant to a Change Order, as provided in Article 9-CHANGES IN THE WORK.
- 1.80. **“Separate Contractors”** means those individuals or entities (including, but not limited to, concessionaires) who have entered into arrangements with CITY for the provision of labor, materials or other services in connection with the Project.
- 1.81. **“Shop Drawings (Submittals)”** are drawings, diagrams, illustrations, schedules, performance charts, instructions, brochures, and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the Work.
- 1.82. **“Site”** is the real property on which the Project will be located.
- 1.83. **“Specifications”** are that part of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, construction systems, standards, and workmanship.
- 1.84. **“Specify”** refers to information described, shown, noted or presented in any manner in any part of the Agreement.
- 1.85. **“State”** is the State of California.
- 1.86. **“State of California Specifications”** are the State of California Department of Transportation Standard Specifications in effect as documented in the Specifications and/or Drawings. Also referred to as State Standard Specifications and Caltrans Standard Specifications.
- 1.87. **“Subcontract”** means an agreement between CONTRACTOR and another person or entity engaged to perform a portion of the Work.
- 1.88. **“Subcontractor”** means an individual or entity who has entered into an agreement with CONTRACTOR or another Subcontractor for the provision of labor, materials or other services required to be performed by CONTRACTOR under the Contract Documents.
- 1.89. **“Subcontractor-KEY”**. Key subcontractors are defined as a subcontractor who will perform greater than or equal to twenty-five percent (25%) of the GMP.
- 1.90. **“Subcontractor-MAJOR”**. Major subcontractors are defined as a subcontractor who will perform greater than five percent (5%) of the GMP.
- 1.91. **“Subcontractor-LISTED”**. Listed subcontractors are defined as a subcontractor who will

perform greater than one half percent (>0.5%) of the GMP.

- 1.92. **“Submittals”** are the information which is specified for submission to the Construction Manager in accordance with the Contract Documents.
- 1.93. **“Substantial Completion”** means the stage in the progress of the Work when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents so that CITY may use the Project for its intended purpose. Determination of Substantial Completion is solely at the discretion of the CITY. Substantial Completion does not mean complete in accordance with the Agreement nor shall Substantial Completion of all or any part of the Project entitle the Contractor to Final Completion under the Agreement.
- 1.94. **“Surety”** means one or more issuers of the Payment and Performance Bonds, each of which shall be admitted and licensed to do business in the State of California.
- 1.95. **“Surveyor”** means a land surveyor licensed in the State of California.
- 1.96. **“Trade Names”**. Where a certain product is called by its Trade Name, it is intended as a guide for type and quality.
- 1.97. **“Typical Details”** are details of standard structures, devices or instructions referred to on the Plans and Specifications by title or number and developed by the Engineer.
- 1.98. **“Underground Facilities”** means all underground pipelines, including but not limited to, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electrical, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- 1.99. **“Unit Price Work”** is work to be paid for on the basis of unit prices.
- 1.100. **“Utility”** is a public or private fixed works for, including but not limited to, the transportation of fluids, gasses, power, signals, or communications.
- 1.101. **“Work” or “Scope of Work”** means the Project, inclusive of all labor, materials and services required to be performed or provided by CONTRACTOR officers, employees, agents, Subcontractors or Suppliers pursuant to the provisions of this Agreement and its Exhibits.
- 1.102. **“Work Day”**. A working day is defined as any day, except Saturdays, Sundays and CITY’s Legal Holidays. Any work scheduled by the Contractor on non-working days (Saturdays, Sundays, and CITY Legal Holidays) shall be verified with the CITY at least 72 hours in advance. Depending on the circumstances, the CITY may request Contractor compensation for inspection work, at an hourly rate, for any work performed on non-working days and for overtime.

ARTICLE 2 - SCOPE OF WORK / PROJECT REQUIREMENTS

2.1 Scope of Work Summary

The CITY, in conjunction with its Engineer and other consultants, developed the Design-Assist and Construction Contract Documents for the BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2 REPLACEMENT PROJECT (Project). The work includes but is not limited to: construction of two (2) reinforced concrete below grade basins, including mobilization, demolition, construction staking, underground piping work, electrical work, any

necessary testing of subgrade, backfill material, concrete, and includes third-party inspections as required per design codes. This also includes Contractor Design Assist Responsibilities, and all other structural, mechanical, civil, and ancillary systems in support of the Project, including asset management, startup and testing to provide a complete integrated and operational system in all respects.

Based on the 90% Design Level Drawings and Technical Specifications provided to the contractor, and in accordance with the Contract Documents, the Contractor is a Design-Assist Team member with responsibility to complete the following design assist activities. Coordination with other members of the Design-Assist Team will be required; the City, Engineer, Construction Manager and possibly other personnel that have regulatory or funding authority.

- A. Conduct a constructability review of the 50% Design Level Drawings and Partial Draft Technical Specifications, and submit comments and identified mitigation solutions to the City.
- B. Identify cost savings and added value alternative design/construction solutions, and submit to the City for evaluation.
- C. Develop detailed cost estimates for identified alternatives when requested by City for the City's evaluation.
- D. Identify construction sequencing and the impacts of the identified alternatives on the sequencing.
- E. Develop a detailed schedule and the impacts of the identified alternatives on the schedule.
- F. Participate in a cooperative partnership relationship with City, Engineer, and Construction Manager to develop a comprehensive construction plan to address project risk and minimize existing facility disruptions.
- G. Participate in up to sixteen (16) Final Design Coordination Meetings lasting up to four (4) hours each to present and work collaboratively to allow for issuance of the Project Drawings and Specifications for construction.

Note that the Engineer is the entity professionally responsible for the design of the Project. City acknowledges that Contractor is a general contractor and not an architect or engineer. Except with respect to any subcontractors of Contractor providing architectural or engineering services for the Project as design-build work, the Contractor's review of or input for any design documents, or Contractor's recommendation for any design concepts, is made solely in Contractor's capacity as a licensed contractor and not as a licensed design professional. Contractor is not responsible for any errors in the Engineer's design or failure of the design to comply with applicable laws, codes, rules and regulations, or lawful orders of public authorities. However, if Contractor observes any such nonconformity or errors it shall promptly notify City's Representative and the Engineer.

2.2 Performance of Work

CONTRACTOR shall perform the Work in accordance with this Agreement. CONTRACTOR covenants and agrees that it shall be responsible for performing and completing, and for causing all Subcontractors to perform and complete, the Work in accordance with the Contract Documents, standard professional and trade practices, Local Ordinances, and Applicable Laws. CONTRACTOR covenants that the Work and the materials provided thereunder shall be appropriate for the purposes stated in the Request for Proposal and Proposal. Although it is the responsibility of CONTRACTOR to conform the Work to Applicable Laws at all times, to the extent there is a change in one or more Applicable Laws after the date

of execution of this Contract, and such change has the effect of increasing the cost or time of performance of the Work, such change may be the subject of a Change Order under the provisions of Article 9-CHANGES IN THE WORK hereof.

2.3 Standards of Performance

The Work shall be performed by CONTRACTOR in accordance with the professional standards applicable to projects, buildings or work of complexity, quality and scope comparable to the Work and the Project. CONTRACTOR may make such additions or substitutions to personnel and responsibilities as it deems necessary or appropriate in order to carry out its responsibilities hereunder, provided such personnel shall be suitably qualified. Nothing in this Agreement shall be construed to create any contractual liability with CITY toward any Subcontractor.

2.4 Execution, Correlation and Intent

2.4.1 Execution of Agreement.

Execution of this Agreement by CONTRACTOR is a representation that CONTRACTOR has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

2.4.2 Intent of Contract Documents.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by CONTRACTOR. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by CONTRACTOR shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Any work, materials or equipment that may reasonably be inferred from the requirements of the Contract will be furnished and performed whether or not specifically called for. When words or phrases that have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning

2.4.3 Organization of Material.

Organization of the Design Materials into divisions, sections and articles, and arrangement of drawings does not necessarily control CONTRACTOR in dividing the Construction Work among Subcontractors or in establishing the extent of Construction Work performed by any trade.

2.4.4 Resolving Conflicts

In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- A. Permits from other agencies specifically required for the performance of the Work as may be required by law,
- B. Supplemental Agreements and Change Orders, the one dated later having the precedence over another dated earlier,
- C. Agreement,
- D. General Requirements (Division 1),

- E. Technical Specifications (Division 2 and all other Divisions following),
- F. Contract Drawings,
- G. CITY of Roseville's most current version of Construction Standards and Design Standards and Amendments to the Current Version,
- H. Other Referenced Standard Specifications, and
- I. Other Referenced Standard Plans.

With reference to the Drawings, the order of precedence is as follows:

- A. Addenda/Change Order drawings govern over any other drawings,
- B. Enumerated dimensions govern over scaled dimensions,
- C. Detail drawings govern over general drawings, and
- D. Contract Drawings govern over standard drawings/plans.

The provisions of the Contract Documents shall take precedence over any Laws or Regulations applicable to the performance of the work unless such an interpretation of the provisions of the Contract Documents would result in a violation of such Law or Regulation.

2.4.5 Meaning of Words

Unless otherwise stated in this Agreement, words which have well-known technical or construction industry meanings are used in accordance with such recognized meanings.

2.5 Contractor Services and Facilities

2.5.1 General.

CONTRACTOR shall provide everything required for the orderly progress and proper execution and completion of the Work and the Project in accordance with the requirements of the Contract Documents, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work, including, but not limited to, services, labor, materials, equipment, furnishings, tools, construction equipment and machinery, utilities, transportation and other facilities and services.

2.5.2 Supervision

CONTRACTOR shall supervise and direct the Work in accordance with its best skill and attention. CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures. CONTRACTOR shall be responsible to CITY for the acts and omissions of, and whenever this Contract refers to the negligence, fault or omission of CONTRACTOR, such term shall include the negligence, fault or omission of, CONTRACTOR's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under an agreement with CONTRACTOR. CONTRACTOR shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by tests, inspections or approvals required or performed by persons other than CONTRACTOR.

2.5.3 Coordination

CONTRACTOR shall coordinate construction requirements with Governmental agencies, utilities, and all other parties either involved in infrastructure improvements or otherwise affected by the design and construction requirements.

2.5.4 Design-Assist Development Coordination

CONTRACTOR understands and agrees that all Design Development Documents and time schedules prepared by Architect/Engineer must be coordinated with CONTRACTOR and CITY. CONTRACTOR shall participate and provide recommendations in the development of the drawings and other documents to fix and describe the size and character of the Project in its entirety as to structural, and electrical systems, materials and other essentials in CONTRACTOR's capacity as a general contractor and not as a design professional, focusing on constructability and cost implications of the evolving design.

2.5.5 Construction Documents Coordination. [reserved]

2.5.6 Cooperation

CONTRACTOR shall cooperate with the Architect/Engineer, and CITY's financial, design and construction consultants and all other designated representatives during the design and construction of the Project.

2.5.7 Management

CONTRACTOR shall implement suitable management systems and work plans for the Project relative to Project safety, quality assurance and managing and controlling the Work.

2.5.8 Reports

CONTRACTOR shall prepare and submit to CITY monthly progress reports on the Work accomplished during the previous monthly period, which reports shall be prepared in a manner and in a format reasonably acceptable to CITY. Such reports shall be furnished at the time of submission of each monthly Application for Payment. As part of such report, CONTRACTOR shall provide an updated Schedule, including CPM, if any, illustrating the progress that has been made, by reference to the initial CPM, and specifying whether the Work is on schedule or behind schedule and actions being taken to correct Schedule slippage. The monthly report shall also set forth CONTRACTOR's projected progress for the forthcoming month.

2.6 Labor and Materials; Liens (Stop Payment Notice Claims); Indemnity

Unless otherwise provided in the Contract Documents, CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

CONTRACTOR shall enforce strict discipline and good order among CONTRACTOR's employees, subcontractors, and other persons carrying out the Work. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR shall not permit any Subcontractor, materialman, or laborer to place liens on the Project covering any portion of the Work for which CITY has made payment to CONTRACTOR. If any liens (e.g., stop payment notice claims) are imposed, CITY may withhold payment in the amount of 125% of

the claim until such time an unconditional release is provided in a form satisfactory to CITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY regarding any claim or lien that proceeds to, or is the subject of litigation. CITY may withhold payment(s) pending compliance with this provision.

2.7 Local Conditions; Environmental Site Conditions

2.7.1 Local Conditions

CONTRACTOR represents that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which are applicable to the Work such as (a) conditions bearing on transportation, disposal, handling and storage of materials; (b) the availability of labor, water, power and roads; (c) normal weather conditions; (d) observable physical conditions at the Site; (e) the surface conditions of the ground; and (f) the character of equipment and facilities needed prior to and during the performance of the Work. To the extent CONTRACTOR encounters subsurface or concealed conditions which differ materially from that actually known by CONTRACTOR on the date of this Agreement or from those ordinarily found to exist and generally recognized as inherent in the activities of the character provided in the Contract Documents; then CONTRACTOR shall give notice to CITY promptly before conditions are disturbed and in no event later than two (2) Days after the first observance of the conditions if a Change Order is contemplated by CONTRACTOR due to such condition. Such materially different conditions may entitle CONTRACTOR to an equitable adjustment in the GMP and/or Schedule pursuant to the Change Order provisions of this Agreement.

2.7.2 Hazardous Materials

The Parties' agreement as to the handling of Hazardous Materials discovered at the Site (and not brought there by CONTRACTOR or any Subcontractor) is set forth in Exhibit E-HAZARDOUS MATERIALS hereto, and the only duties and responsibilities of CONTRACTOR in connection therewith are as therein specified, notwithstanding any other provision of this Agreement.

2.8 Legal Requirements

CONTRACTOR shall comply with all Applicable Laws, and shall give applicable **notices** pertaining thereto.

2.8.1 Governmental Approvals

CONTRACTOR shall comply with Applicable Laws, and shall give applicable notices pertaining thereto. Except with respect to Governmental Approvals, CONTRACTOR shall prepare and file all documents required to obtain the necessary approvals of governmental authorities having jurisdiction over the Work and/or the Project and shall secure and pay for permits and governmental fees, licenses and inspections necessary for the proper execution of the Work and completion of the Project. Notwithstanding the foregoing, CITY has informed CONTRACTOR that fees in connection with building permits, street use permits, and similar permits relating to construction will be waived and are not to be included in the GMP. If and to the extent charges for such permits are imposed in the future, such charges shall be paid by CITY, or shall be the subject of a Change Order to the Contract in accordance with the Change Order provisions of this Agreement.

2.8.2 Permits, Fees and Notices

Unless otherwise provided in the Contract Documents, and subject to the provisions of Article 2.8-Legal Requirements hereof, CONTRACTOR shall secure all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. To the extent there is a change in the type or cost of any of such permits, fees, licenses or inspection occurring after execution of this Agreement, there shall be an equitable adjustment in the GMP and Schedule on account of such change in accordance with the Change Order provisions. CONTRACTOR shall comply with and give notices required by Applicable Laws.

2.8.3 Patents, Trademarks, Copyrights

CONTRACTOR shall pay, as a Cost of the Work, all-applicable royalties and license fees on any matters arising in connection with the Work. CONTRACTOR shall defend all suits or claims for infringement of patent, trademark, and copyrights against the Indemnified Parties, and shall save the Indemnified Parties harmless from loss on account thereof for any and all matters arising in connection with the Work or the Project (such costs to be paid as Cost of the Work), except with respect to any particular design process or the product of a particular manufacturer or manufacturers specified and required by CITY, other than pursuant to the recommendation or suggestion of CONTRACTOR or a subcontractor; provided however, if CONTRACTOR has reason to believe that the design, process or product so specified is an infringement of a patent, CONTRACTOR shall be responsible for any loss resulting unless CONTRACTOR has provided CITY with prompt written notice of CONTRACTOR's belief, and CITY has nevertheless elected to go forward with such design, process or product so specified.

2.9 Warranty

CONTRACTOR warrants to CITY that any and all materials, equipment and furnishings incorporated in the Work will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Construction Work will be free from defects not inherent in the quality required or permitted, and that the Construction Work will conform with the requirements of the Contract Documents. Construction Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by CITY at its sole discretion.

CONTRACTOR shall warranty the Construction Work for a period of one-year commencing upon recording of the notice of completion. If within this one-year warranty period any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, CONTRACTOR shall correct it promptly after receipt of written notice from CITY to do so. CITY shall give such notice promptly after discovery of the condition. CONTRACTOR shall bear the cost of correction.

CONTRACTOR's attention is directed to Article 11.13-Payment, Performance, and Warranty Bonds and Exhibit G-BOND FORMS regarding Warranty Bond requirements.

2.10 Use of Site.

2.10.1 Beneficial Use

CITY shall be permitted beneficial use of the Work.

2.10.2 Access by CITY

CONTRACTOR shall afford CITY and its authorized designees access to the Project Site at all times, subject to reasonable prior notice for access outside of normal business hours.

2.10.3 Rubbish; Debris; Cleanup

During the performance of all on-site Work, CONTRACTOR shall at all times, as a Cost of the Work, keep the Site and adjacent streets, properties and sidewalks free from waste materials, debris and/or rubbish, and shall employ adequate dust control measures. If accumulation of such materials, debris, rubbish or dust constitutes a nuisance or safety hazard or is otherwise objectionable in the reasonable opinion of CITY, CONTRACTOR shall promptly remove them. Upon Substantial Completion of the Work, or any portion or component thereof, CONTRACTOR shall remove from the Site, or applicable portion thereof, all tools, construction equipment, machinery, surplus materials, waste materials and rubbish and shall leave the Site in a "broom clean" condition. If CONTRACTOR fails to clean up as provided in the Contract Documents, CITY may do so and the cost thereof shall be charged to CONTRACTOR as a Cost of the Work.

2.10.4 Noise and Night Work

CONTRACTOR shall comply with CITY's noise ordinance.

2.11 Taxes

CONTRACTOR shall pay, as Cost of the Work, all existing and future applicable federal, state and local sales, consumer, use and similar taxes, whether direct or indirect, relating to, or incurred in connection with, the performance of the Work (excluding taxes based on CONTRACTOR's income). In the event CONTRACTOR is obligated to pay any new or increased taxes or duties adopted after the date hereof, the amount of such new or increased taxes shall increase the GMP pursuant to the Change Order provisions of this Contract. In the event CONTRACTOR receives the benefit of a tax exemption or tax reduction taking effect after the date hereof, the amount of such exemption or reduction shall decrease the GMP pursuant to the Change Order provisions of this Contract

2.12 Ownership of Documents and Materials, and Confidentiality

CITY shall have unlimited rights to copy and use in connection with the Project all Design Materials, including the right to use same on the Project at no additional cost to CITY, regardless of degree of completion, provided that said services performed have been fully paid for as required by the terms of this Agreement. CONTRACTOR and its Subcontractors shall keep all design documents confidential, and shall not disclose such documents except as may be required in performance of the Work or pursuant to legal process.

2.13 Value Engineering

CONTRACTOR shall suggest to CITY value engineering to reduce the cost of the Project, which CITY may accept at its sole discretion.

2.13.1 Acceptance of Value Suggestions

To the extent that CONTRACTOR provides value engineering suggestions or comments with respect to the Project's design, CITY acknowledges that such services are advisory only and not professional design services. CITY shall refer all such suggestions and comments to the Architect/Engineer for review and evaluation prior to CITY's acceptance thereof. CITY shall cause the Architect/Engineer to revise the Project's design documents to reflect all value engineering suggestions and comments accepted by CITY without delay or disruption to the timely and orderly progress of the Work, including revisions needed to address the impact of an agreed value engineering solution on other portions of the Work. The GMP and

Contract Time shall be adjusted by Change Order promptly after CONTRACTOR's review and pricing of the change to the Work reflected in the revised design documents.

2.13.2 Subcontractors Bids

CONTRACTOR shall make recommendations to the Architect/Engineer regarding the appropriate quality of materials, equipment, component systems and types of construction for the most reasonable prices for inclusion in the Construction Documents, and CONTRACTOR shall also recommend to the Architect/Engineer and CITY reasonable adjustments in the scope of the Project so that the total cost bid by the bidding Subcontractors will not exceed the estimate.

2.14 Design Development Documents and Construction Documents.

2.14.1 General

The Design-Assist Team understands that all construction documents, working drawings and specifications must be coordinated with, submitted to, and approved by, CITY prior to construction. CONTRACTOR shall allow CITY a minimum of fourteen (14) days for review of Submittals and corrections made thereto. CONTRACTOR shall work with the Design-Assist Team to prepare, for the approval of CITY, working drawings and specifications setting forth in detail the requirements for the construction of the Project in its entirety. CITY's review of the Design Development Documents and the Construction Documents shall not relieve CONTRACTOR from its responsibilities under this Agreement, or be deemed to be an approval or waiver by CITY of any deviation from, or of CONTRACTOR's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for approval by CONTRACTOR and approved by CITY. CONTRACTOR shall comply with all CITY construction standards as deemed applicable by the CITY. CONTRACTOR shall provide CITY with a complete, accurate, full size, and current set of as built drawings in a hard copy acceptable to City prior to Final Completion.

The Architect/Engineer is the entity professionally responsible for the design of the Project. CITY acknowledges that CONTRACTOR is a general contractor and not an architect or engineer. Except with respect to any subcontractors of CONTRACTOR providing architectural or engineering services for the Project as design-build work, CONTRACTOR's review of or input for any design documents, or CONTRACTOR's recommendation for any design concepts, is made solely in CONTRACTOR's capacity as a licensed contractor and not as a licensed design professional. CONTRACTOR is not responsible for any errors in the design or failure of the design to comply with applicable laws, codes, rules and regulations, or lawful orders of public authorities. However, if CONTRACTOR observes any such nonconformity or errors it shall promptly notify CITY and the Architect/Engineer.

2.14.2 Reliance on Approvals

CONTRACTOR shall be entitled to rely on the approvals of CITY with respect to the Design Materials. If CITY revokes, modifies or otherwise changes in a material way its approval of a given system after such system has been designed and approved, or modifies the original Scope of Work in a material manner requiring modification to one or more systems which have been designed and approved, CONTRACTOR shall be entitled to a Change Order in accordance with the provisions of Article 9-CHANGES IN THE WORK hereof. No Change Order shall be issued to the extent such modification is due to the fault or neglect of CONTRACTOR.

2.14.3 Review of Contract Documents and Field Conditions

CONTRACTOR shall take field measurements and verify field conditions and shall carefully compare such field conditions and other information known to CONTRACTOR with the Contract Documents before commencing activities. CONTRACTOR shall perform the Work in accordance with the Contract Documents and submittals approved in accordance with the procedures set forth in this Agreement.

2.15 Shop Drawings, Product Data, Samples and Other Submittals.

2.15.1 Documents and Samples at the Site

From and after commencement of the Construction Work, CONTRACTOR shall maintain at the site one (1) record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the Construction Phase. In addition, CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to CITY upon completion of the Work.

2.15.2 Shop Drawings

Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

2.15.3 Product Data

Product Data includes illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CONTRACTOR to illustrate materials or equipment for some portion of the Work.

2.15.4 Samples

Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

2.15.5 Submittals are not Contract Documents.

Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way CONTRACTOR proposes to conform the construction to the Construction Documents.

2.15.6 Submission of items listed in Article 2.15.5

Requirements and procedures for submittal of shop drawings, product and equipment data are covered in technical specification section 01322 and 01330.

2.15.7 Responsibility

CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by CITY's approval of Shop Drawings, Product Data, Samples or similar submittals unless CONTRACTOR has specifically informed CITY of such deviation at the time of the submittal and CITY has given written approval to the specific deviation. CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by CITY's approval thereof.

2.16 Tests and Inspections

2.16.1 Initial Tests and Inspections

Tests, inspections and approvals of portions of the Construction Work shall be made as required by the Contract Documents, Applicable Laws or normal construction practices and/or as directed by CITY. Unless otherwise provided, CONTRACTOR shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to CITY, or with the appropriate public authority. The costs of such tests, inspections and approvals shall be a cost paid by CONTRACTOR. CONTRACTOR shall give CITY timely notice of when and where tests and inspections are to be made so that CITY may observe such procedures. All costs of tests, inspections or approvals imposed upon CONTRACTOR by changes in Applicable Laws occurring after execution of this Agreement shall be an increase to the GMP in accordance with the Change Order provisions herein.

2.16.2 Additional Tests and Inspections

If CITY, or any other public authority having jurisdiction, determines that portions of the Construction Work require additional testing, inspection or approval beyond that required by Article subsection 2.16.1 above, CITY will instruct CONTRACTOR to make arrangements for such additional testing, inspection or approval by an entity acceptable to CITY, and CONTRACTOR shall give timely notice to CITY of when and where tests and inspections are to be made so CITY may observe such procedures. If such additional tests and/or inspections reveal failure of the portions of the Work to comply with the requirements of the Contract Documents, the costs of such tests and required correction shall be paid as a Cost of the Work, subject to the limitations set forth in Article 2.19-CORRECTION OF WORK hereof. If the additional tests and/or inspections show that the portions of the Work comply with the requirements of the Contract Documents, the costs thereof shall be an increase to the GMP in accordance with the Change Order provisions of this Agreement.

2.16.3 Required Certificates

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by CONTRACTOR and promptly delivered to CITY.

2.16.4 Timing of Testing

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

2.17 Cutting and Patching

2.17.1 Cutting and Patching of the Work

CONTRACTOR shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

2.17.2 Damage to Work of CITY or Separate Contractors

CONTRACTOR shall not damage or endanger a portion of the completed Work, fully or partially completed construction of CITY, or work or construction by Separate Contractor(s) by cutting, patching or otherwise altering such construction or work, or by excavation. CONTRACTOR shall not cut or otherwise alter such construction by CITY or a Separate Contractor except with written consent of CITY and of such Separate Contractor, such consent not to be unreasonably withheld.

2.18 Uncovering of Construction Work.

2.18.1 Uncovering

If a portion of the Construction Work is covered contrary to CITY's written request to observe such work prior to it being covered or contrary to requirements of the Contract Documents, it must, if directed in writing by CITY, be uncovered for CITY's observation and be replaced without change in the Schedule or GMP. The costs of such uncovering and replacement shall be Cost of the Work, subject to the limitation set forth in Article 2.19-CORRECTION OF WORK hereof.

2.18.2 Covering of Work Requested to be Observed

If a portion of the Construction Work has been covered, which CITY has not specifically requested to observe prior to being covered, CITY may request to see such Construction Work and it shall be uncovered by CONTRACTOR. If such Construction Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to CITY and shall increase the GMP. An appropriate time extension shall also be given. If such Construction Work is not in accordance with the Contract Documents, CONTRACTOR shall pay such costs as Cost of the Work, unless such condition was caused by CITY or a Separate Contractor in which event CITY shall be responsible for payment of such costs by appropriate Change Order, and an appropriate time extension shall also be given.

2.19 Correction of Work

2.19.1 Work Rejected by CITY

CONTRACTOR shall promptly correct Construction Work rejected by CITY or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. CONTRACTOR shall bear the costs of correcting such rejected Construction Work, as a Cost of the Work, including additional testing and inspection and compensation for services and expenses of CITY made necessary thereby.

2.19.2 Removal of Work

CONTRACTOR shall remove from the Site portions of the Construction Work, which are not in accordance with the requirements of the Contract Documents and are neither corrected by CONTRACTOR nor accepted by CITY. The costs incurred in removing such Work shall be a Cost of the Work, subject to the limitation set forth in Article 2.19-CORRECTION OF WORK hereof.

2.19.3 Failure to Correct Nonconforming Work

If CONTRACTOR fails to correct nonconforming Construction Work within a reasonable time, CITY may correct it in accordance with the terms of this Agreement. If CONTRACTOR does not proceed with correction of such nonconforming Construction Work within a reasonable time fixed by written notice from CITY, CITY may remove it and store the salvageable materials or equipment at CONTRACTOR's expense. If CONTRACTOR does not pay costs of such removal and storage within ten (10) Days after written notice, CITY may, upon ten (10) additional Days written notice, sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by CONTRACTOR, including compensation for services and expenses made necessary thereby. If such proceeds of sale do not cover costs which CONTRACTOR should have borne, CONTRACTOR shall pay such excess to CITY. If such proceeds are in excess of the

costs which CONTRACTOR should have borne, such excess shall be paid by CITY to CONTRACTOR. If such costs arise during the performance of the Work, such costs shall be charged against the Cost of the Work. If such costs arise after Substantial Completion, such costs shall be payable as provided in Article 8.1-GUARANTEED MAXIMUM PRICE.

2.19.4 Damaged or Destroyed Work

CONTRACTOR shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of CITY or Separate Contractors caused by CONTRACTOR's correction or removal of Construction Work which is not in accordance with the requirements of the Contract Documents. If such costs arise during the performance of the Work, such costs shall be charged against the Cost of the Work. If such costs arise after Substantial Completion, such costs shall be payable as provided in Article 8.1-GUARANTEED MAXIMUM PRICE.

2.19.5 No Limitation

Nothing contained in this Article 2.19-CORRECTION OF WORK shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents.

2.19.6 Acceptance of Nonconforming Work

If CITY prefers to accept Work, which is not in accordance with the requirements of the Contract Documents, CITY may do so instead of requiring its removal and correction, in which case the GMP will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

2.20 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, CONTRACTOR and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONTRACTOR is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE 3 - CONTRACT ADMINISTRATION

3.1 Administration of the Contract

The CITY's Representative and the Construction Manager will provide administration of the Agreement as hereinafter described. If the status of any of the above parties should change, the CITY will provide written notice to the Contractor of such change.

3.2 CITY's Representative

3.2.1 General

The CITY's Representative has the authority to act on behalf of the CITY on change orders, field orders, progress payments, Contract Decisions, acceptability of the Contractor's work, and early possession.

3.2.2 Change Orders

The CITY's Representative has the authority to accept or reject change orders and cost proposals submitted by the Contractor or as recommended by the Construction Manager.

3.2.3 Progress Payments

CITY's Representative has the authority to accept or reject requests for progress payments which have been submitted by the Contractor and recommended by the Construction Manager.

3.2.4 Contract Decisions

Should CONTRACTOR disagree with the Construction Manager's decision with respect to the Agreement, the CONTRACTOR may appeal to the CITY's Representative in accordance with the provisions of the Agreement.

3.2.5 Acceptability of Work

The CITY's Representative has the authority to make the final determination of the acceptability of the Work.

3.3 Construction Manager

3.3.1 General

The Construction Manager is a representative of the CITY employed to act as advisor and consultant to the CITY in construction matters related to the Agreement. The term Construction Manager may include more than one individual to perform contract administration and construction observation. Hereinafter, the term Construction Manager includes any and all representatives working under the direction of the Construction Manager.

All instructions to the Contractor and all communications from the Contractor to the CITY or the CITY's Representative shall be forwarded through the Construction Manager. The Construction Manager will have authority to act on behalf of the CITY only to the extent provided in the Contract Documents. The CITY has delegated its authority to the Construction Manager to make initial decisions regarding 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. The Construction Manager shall make initial decisions with respect to the Contractor's fulfillment of the Agreement and the Contractor's entitlement to compensation. The Contractor shall look initially to the Construction Manager in matters relating to the Agreement.

The Construction Manager's authority to act under Article 3-CONTRACT ADMINISTRATION, herein, and any decision made by it in good faith either to exercise or not to exercise such authority, shall not be interpreted or construed as control of or responsibility for any of the Work performed under this Agreement.

3.3.2 On-Site Representative

The Construction Manager will observe the progress, quality, and quantity of the Work to determine, in general, if the Work is proceeding in accordance with the provisions of the Contract Documents. The Construction Manager shall not be responsible for the superintendence of the construction site conditions; construction means, methods, appliances techniques, sequences, or procedures; operation of equipment;

Contractor's personnel; or for safety practices or unsafe practices, precautions, and programs in connection with the Work.

In accordance with the provisions of these Contract Documents, the Construction Manager will make decisions relative to all matters of interpretation or execution of the Contract Documents.

3.3.3 Observation and Inspections of Construction

The Construction Manager shall observe the construction and shall have the authority to reject work and materials which do not conform to the Contract Documents, and to require special inspection or testing. Observation and inspection by the Construction Manager or an inspector is not an authorization to revoke, alter, or waive any requirements of the Specifications. Observation and inspection is the authorization to call the attention of the Contractor to any failure of the Work, materials or workmanship to conform to the Contract Documents. The Construction Manager shall have this authority including the ability to reject materials or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for decision. If the decision of the Construction Manager is not satisfactory to the Contractor, the Contractor may appeal such decision to the CITY's Representative.

3.3.4 Acceptability of the Work

The Construction Manager has the authority to make a recommendation as to the acceptability of the Work.

3.3.5 Change Orders

The Construction Manager has the authority to initiate change orders; to reject change orders proposed by the Contractor; to negotiate and recommend acceptance of change orders to the CITY; or to order minor changes in the Work that result in no cost to the CITY.

3.3.6 Construction Schedule

The Construction Manager has the authority to review and recommend acceptance of the progress schedule submitted by the Contractor at the start of the Work and subsequent significant revisions for conformance to the specified sequence of Work and logic.

3.3.7 Progress Payments

The Construction Manager has the authority to recommend acceptance or rejection of requests for progress payments which have been submitted by the Contractor.

3.3.8 Final Payment

The Construction Manager, with the assistance of the CITY's Representative and the Engineer, will conduct inspections to determine the date of Final Completion of the Work, and the Construction Manager will receive and forward to the CITY, for the CITY's review, written warranties and related documents required by the Agreement and assembled by the Contractor.

3.3.9 Contract Interpretation by the Construction Manager

Notwithstanding any omission from the Specifications or the Drawings it shall be the duty of the Contractor to call the Construction Manager's attention to apparent errors or omissions upon discovery by the Contractor and request instructions in writing before proceeding with the Work. The Contractor shall

not unreasonably take advantage of any errors or omissions found by Contractor. If the Contractor discovers any errors or omissions that it believes affect the time or cost of performing the Work, it shall be entitled to request a Change Order. Contractor shall promptly notify the Construction Manager in writing of any design, materials, or specified method that the Contractor identifies as defective or insufficient, provided, however, that in doing so Contractor will be acting in its capacity as a contractor and not an architect or engineer, and that this section does not affect CITY's responsibility with regard to the Contract Documents. The Construction Manager may, by appropriate written instructions, correct errors and supply omitted information, which instructions shall be as binding upon the Contractor as though contained in the original Specifications or Drawings when incorporated into Change Orders. Such instructions shall be incorporated into the Agreement in accordance with the Change Order provisions of the Agreement.

Any discrepancies discovered by the Contractor between the Contract Documents and Site conditions or any inconsistencies or ambiguities in the Contract Documents shall be promptly reported, in writing, to the Construction Manager. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Construction Manager with a Request for Information (RFI).

Work done by the Contractor after its discovery of such errors, omissions, discrepancies, inconsistencies or ambiguities without such notice and prior to response from the Construction Manager shall be done at the Contractor's risk and shall not be reimbursed as a Cost of the Work, nor be a basis for an increase in the GMP.

3.4 Engineer

3.4.1 General

The Engineer will have the authority to act on behalf of the CITY only to the extent provided in the Contract Documents. The Engineer shall not be responsible or have authority for the superintendence of construction site conditions; construction means, methods, appliances techniques, sequences, or procedures; operation of equipment; Contractor's personnel; or for safety practices or unsafe practices; precautions and programs in connection with the Work; or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the Work.

3.4.2 Interpretations

The Engineer has the authority to be the initial interpreter of the technical requirements of the Contract Documents. Either party to the Agreement may make written request to the Construction Manager for interpretations necessary for the proper execution or progress of the Work. The Construction Manager shall refer such written requests to the Engineer, who will render such interpretations. Where the Contractor has requested an interpretation from the Construction Manager, or been notified by the Construction Manager that such interpretation has been requested by the CITY, any work done before receipt of such interpretations, if not in accordance with same, shall be removed and replaced or adjusted as directed by the Construction Manager without additional expense to CITY and shall not be reimbursed as a Cost of the Work, or be a basis for an increase in the GMP.

3.4.3 Acceptability of the Work

The Engineer has the authority to make a recommendation as to the acceptability of the Work. The Engineer has the authority to recommend acceptance regarding the remediation or retention of Defective Work.

3.4.4 Submittal

The Engineer shall receive, through the Construction Manager, shop drawings, product data and samples for review.

The Engineer has the authority to review and take other appropriate action upon the Contractor's submittal such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and the information given in the Contract Documents.

ARTICLE 4 - CITY'S RIGHTS AND RESPONSIBILITIES

4.1 General

CITY, acting through the CITY's Representative or the Construction Manager, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity, quality function, performance and reliability as set forth in the Agreement except as delegated to the Construction Manager in these Contract Documents.

4.2 Information and Services Required of CITY

4.2.1 CITY Designation of Authorized Representative

Both Parties shall designate, from time to time, one or more representatives authorized to act on their behalf with respect to the Project, together with the scope of his/her respective authority. CONTRACTOR shall not be entitled to rely on directions from anyone outside the scope of that person's authority as set forth in written delegations pursuant to this Agreement. Directions and decisions made by Authorized Representative(s) of CITY shall be subject to any further approval(s) required by any provisions of CITY's Charter or the Roseville Municipal Code.

4.2.2 Communication

During the term of this Contract, CITY shall communicate with Subcontractors, suppliers and others performing any part of the Work only through CONTRACTOR's Authorized Representative.

4.2.3 CITY'S instruction to CONTRACTOR

Wherever CITY is identified in the contract documents in reference to providing the CONTRACTOR with instruction, the "CITY" reference could mean, Construction Manager, Engineer, or Representative acting on behalf of the CITY as delegated in that instance.

4.3 Activities on Site by CITY or Separate Contractors

4.3.1 Observation and Inspection

In addition to the Construction Manager's designated representative, the CITY may provide one or more inspectors to the Construction Manager to observe the Work and with the same authority as provided for in Article 3.3.3, Observation and Inspections of Construction.

Separate and independent from the observations and inspections above, the Work may be inspected by Building Officials, Fire Officials, Roseville Electric and/or Pacific Gas and Electric for code compliance. Such inspectors shall have the authority provided to them by their jurisdiction. Any design deficiencies or additional work required by these code inspections not required by the Contract Documents may be incorporated into the Work in accordance with the Change Order provisions of the Agreement

4.3.2 CITY'S Right to Award Separate Contracts

CITY reserves the right to perform work or operations related to the Project with the CITY'S own forces, and to award separate contracts to Separate Contractors in connection with the Project or other work on the Site. If the Contractor claims that delay, damage, or additional cost is involved because of such action by the CITY, the Contractor shall make such claim as provided elsewhere in the Contract Documents. When separate agreements are awarded for different portions of the Project or other work on the Site, the term "Contractor" in the Contract Documents in each case shall mean the contractor who executes each separate Agreement.

4.3.3 Integration of the Work with Separate Contractors

Following the request of CITY, CONTRACTOR shall prepare a plan in order to integrate the work performed by Separate Contractors with the performance of the Work, and shall submit such plan to CITY for approval. The plan shall be fair and reasonable for CONTRACTOR and the Separate Contractors, and CONTRACTOR shall work with the Separate Contractors to reach agreement on such plan. CONTRACTOR shall arrange the performance of the Work so that the Work and the work of the Separate Contractors are, to the extent applicable, properly integrated, jointed in an acceptable manner, and performed in the proper sequence so that any disruption or damage to the Work or to any work of Separate Contractors is avoided.

4.3.4 Coordination

CONTRACTOR shall provide for the coordination of the activities of CONTRACTOR and its Subcontractors with the activities of the Separate Contractors. CONTRACTOR shall participate with all Separate Contractors and CITY in reviewing and coordinating the schedules of the Separate Contractors with the Schedule. CONTRACTOR shall make any revisions to the Schedule deemed necessary to properly incorporate the work of the Separate Contractors with the Work. To the extent (a) the date of Substantial Completion is extended by such Schedule revision; (b) CONTRACTOR is required to perform its Work materially out of sequence, and in a manner which is not as efficient or cost effective as originally planned; or (c) the Scope of Work is increased, an equitable adjustment in the GMP and the Schedule shall be made in accordance with the Change Order provisions of this Agreement.

4.3.5 Use of Site

CONTRACTOR shall afford CITY and all Separate Contractors reasonable opportunity for storage of materials and equipment and performance of their work. CONTRACTOR shall also connect and coordinate its Work and operations with CITY and all Separate Contractors' operations as required by the Contract Documents. CITY shall direct the Separate Contractors to cooperate with CONTRACTOR and to avoid actions or omissions, which could interfere with or delay the activities of CONTRACTOR.

4.3.6 Deficiency in Work of Contractors

If part of CONTRACTOR's Work depends upon proper execution or results upon construction or operations by CITY or a Separate Contractor, CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to the Separate Contractor and CITY apparent discrepancies or defects in such other construction that would render it unsuitable for proper execution and results by CONTRACTOR. CONTRACTOR and the Separate Contractor shall use good faith efforts to resolve any such discrepancies or defects or any disagreements relating thereto. Failure of CONTRACTOR to report such discrepancies or defects shall constitute acceptance by CONTRACTOR of the work of Separate Contractors as fit and proper to receive CONTRACTOR's Work (except as to those defects or discrepancies that are not apparent).

4.4 Claims Involving Separate Contractors

In the event that CONTRACTOR unnecessarily and unreasonably delays the work of Separate Contractors by not cooperating with them as required hereby, or by not affording them reasonable opportunity to perform their work as stated herein, CONTRACTOR shall, in such event, pay, as Cost of the Work, all reasonable direct incremental costs and expenses incurred by such Separate Contractors due to any such delays. If any Separate Contractor shall assert a claim or bring an action against CITY alleging damage due to the fault or neglect of CONTRACTOR, CITY shall immediately notify CONTRACTOR, who shall defend such claim. If it is determined that CONTRACTOR was at fault, CONTRACTOR shall pay all costs of defense, including attorney's fees, as well as any resulting judgment or settlement, as a Cost of the Work.

4.5 Assignment of Separate Contracts

If CITY determines that it wishes to assign to CONTRACTOR one or more contracts between CITY and a Separate Contractor, it shall give CONTRACTOR written notice of such desire, including in such notice a copy of such contract for CONTRACTOR's review and approval. The Separate Contractor shall be fully qualified to perform the work under the to-be-assigned contract, shall possess the financial capability to perform its obligations under such to-be-assigned contract, and shall provide one hundred percent (100%) payment and performance bonds covering such work from sureties meeting the standards set forth in Article 11-Insurance and Bonds; Indemnification hereof. Such contract shall contain provisions similar to those contained in CONTRACTOR's agreements with its Subcontractors with respect to liability, indemnification, retention, payment, labor, warranty, and other material items. Upon CONTRACTOR's approval of the assignment of such contract, which approval shall not be unreasonably withheld, delayed or conditioned, such Separate Contractor shall cease to be a Separate Contractor and shall thereafter be deemed to be a Subcontractor of CONTRACTOR, and the GMP shall be increased by Change Order in the amount of (a) such assigned contract, and (b) the additional Fee pursuant to the provisions of Article 9.6-Change Orders on Account of Scope Change.

4.6 CITY's Right to Stop the Work

If CONTRACTOR persistently fails to correct Work which is not in accordance with the requirements of the Contract Documents and this Agreement or persistently fails to carry out the Work in accordance with the Contract Documents, CITY, by written order signed by CITY, may deliver a notice to CONTRACTOR setting forth that such a persistent and material failure is occurring and has occurred, and demanding that CONTRACTOR commence a cure of such persistent and material failure within twenty (20) Days and diligently pursue such cure thereafter. In the event that the cure is not commenced and pursued diligently, CITY may, by written notice to CONTRACTOR, order CONTRACTOR to stop

the Work, or any portion thereof, until the use for such order has been eliminated; provided, however, that the right of CITY to stop the Work shall not give rise to a duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other person or entity and shall not give rise to any liability of CITY to CONTRACTOR resulting from any delay (except to the extent that such order is found to be improper).

If CONTRACTOR fails to correct an unsafe condition as specified in Article 12-SAFETY: PROTECTION OF PERSONS AND PROPERTY, the CITY shall have the right to notify the Contractor through the Construction Manager that an unsafe condition may exist and must be corrected or the Work in question can be stopped immediately. CITY's has a right to stop the work, until the condition is corrected to the satisfaction of the CITY.

4.7 CITY's Right to Carry Out the Work

If CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) Day period after receipt of written notice from CITY to commence and diligently continue correction of such default or neglect with diligence and promptness, CITY may, after such seven (7) Day period, give CONTRACTOR a second written notice to correct such deficiencies within such second seven (7) Day period. If CONTRACTOR within such second seven (7) Day period after receipt of such second notice fails to commence and diligently continue to correct any deficiencies, CITY, without prejudice to other remedies CITY may have, may correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to CONTRACTOR the cost of correcting such deficiencies, including Compensation for additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due to CONTRACTOR are insufficient to cover such amounts, CONTRACTOR shall pay the difference to CITY.

The CITY also reserves the right to perform and suspend any portion of the Work due to an emergency threatening the safety of the Work, public, CITY, and any property or equipment. No deductive Change Order shall be issued for an emergency not caused by Contractor.

4.8 Non-Responsibility of the CITY

CITY shall not be held responsible for the care or protection of any material or parts of the Work prior to the Final Acceptance, except as expressly provided in the Contract Documents.

ARTICLE 5 - CONTRACTOR RIGHTS AND RESPONSIBILITIES

5.1 Status of Contractor and Subcontractors

5.1.1 Contractor

It is stipulated and agreed that the Contractor shall be an independent contractor in the performance of this Agreement and shall have complete charge of persons engaged in performance of the Work. The Contractor shall perform the Work in accordance with its own means, methods, and appliances subject to compliance with the requirements of the Agreement.

5.1.2 Subcontractors

If any part of the Work to be done under this Agreement is subcontracted, the subcontract shall be in writing and shall provide that all Work to be performed thereunder shall be performed in accordance with

DESIGN-ASSIST CONSTRUCTION AGREEMENT

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BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2

REPLACEMENT PROJECT

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the terms of the Contract Documents. The subcontracting of any or all of the Work to be done will in no way relieve the Contractor of any part of its responsibility under the Agreement. Subcontractors will not be recognized as having a direct relationship with the CITY. The persons engaged in the Work, including employees of subcontractors and suppliers, will be considered employees of the Contractor and their work shall be subject to the provisions of the Agreement. References in the Contract Documents to actions required of subcontractors, manufacturers, suppliers, or any person other than the Contractor, the CITY or the Construction Manager shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier or person to perform the specified action.

The Contractor shall only employ subcontractors that are properly licensed in accordance with State law and are registered with the California Department of Industrial Relations (DIR).

Prior to commencement of any work by a subcontractor, the Contractor shall submit to the Construction Manager:

- A. Verification that the subcontractor is properly licensed for the work it will perform.
- B. Upon CITY'S request, copies of subcontract agreements.
- C. Copies of subcontractor's insurance certificates and endorsements.

5.2 Contractor's Representative

The Contractor shall provide in writing, a request to the CITY to delegate authority to an individual to serve in the capacity of authorized representative and shall wait to receive written confirmation from the CITY, before the authorized representative can start work. The authorized representative shall be qualified for the duties required and have complete authority to represent and to act for the Contractor. Said authorized representative has the authority to act in matters relating to the Agreement, and shall be personally present at the Site at all times while work is actually in progress on the Agreement. During periods when the Work is suspended, arrangements acceptable to the Construction Manager shall be made for any emergency work that may be required. The Contractor's authorized representative shall be fluent and proficient in the English language in order to understand, receive, and carry out oral and written communications or instructions relating to all job functions and responsibilities. All communications to and from the Contractor's authorized representative shall be binding as if given to or by the Contractor.

Contractor shall provide its authorized representative's contact information which shall include the representative's name, office street address, office telephone number, mobile phone number, home phone number, email address and the office mailing address if different from the street address.

The Contractor's authorized representative shall give its personal attention to and shall supervise the Work to the end that it shall at all reasonable times be prosecuted faithfully; and when the authorized representative is not personally present on the Work, the representative shall at all reasonable times be represented by a competent designated alternate, superintendent or foreman (approved in writing by the CITY, to act in this capacity) who shall receive and obey all instructions or orders given under this Agreement, and who shall have full authority to supply materials, tools, and labor without delay, and who shall be the legally appointed representative of the Contractor. The Contractor shall be liable for the faithful observation of any instructions delivered to the Contractor or to its authorized representative.

5.3 Supervision and Superintendence

CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in

accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

At all times during the progress of the Work, Contractor shall assign a competent resident Superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

5.4 Documents and Samples at the Site.

CONTRACTOR shall maintain at the site for CITY one record copy of the drawings, specifications, addenda, Change Order and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. CONTRACTOR shall also prepare one reproducible set of as-built drawings. These shall be provided to CITY upon completion of the Work.

5.5 Use and Protection of CITY'S Site and Adjacent Property

5.5.1 Designated Areas

With the approval of the Construction Manager, the Contractor may use designated portions of the CITY'S Site for storage of construction equipment, materials and field offices provided the Contractor does not interfere with CITY'S operations. The Contractor will not be allowed to unreasonably encumber the Site or adjacent areas with its materials and/or equipment. The CITY will not accept any responsibility for damage to or loss of the Contractor's equipment or materials stored on any Project related site caused by vandalism, nature, or otherwise, suffered by the Contractor. Protection of all construction equipment, stores, and supplies shall be the sole responsibility of the Contractor. Where additional work space is desired by the Contractor or where the CITY cannot provide the space to the Contractor, it shall be the Contractor's sole responsibility and expense to obtain such a space for its use.

5.5.2 Contractor's Site Access

All workers or representatives of the Contractor, subcontractors or suppliers are admitted to the Site only for the proper execution of the Work and have no tenancy without the express written permission of the CITY. Furthermore, no persons may occupy property owned by the CITY outside the limit of the Work, as indicated on the Drawings, without the express written permission of the CITY.

5.5.3 Provisions for Handling Emergencies

It is possible that emergencies may arise during the progress of the Work, which may require special treatment or make advisable extra shifts of labor forces to continue the Work for twenty-four (24) hours per day. These emergencies may be caused by damage or possible damage to nearby existing structures or property by reason of the work under construction, or by storm, accidents, or leakage. The Contractor shall be prepared in case of such emergencies to make all necessary repairs and shall promptly execute such work when required; such emergency work will be reimbursed as a Cost of the Work and the GMP increased accordingly.

Upon start of the Work, Contractor shall provide means for immediate emergency notification of Contractor's designated representative and designated emergency alternates.

5.5.1 Debris, Trash, and Construction Wastes

The Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform construction services efficiently, safely and without interfering with the use of adjacent land areas, and as further stipulated in the Contract Documents. When the Work is Substantially Complete, or a portion of the Work has been completed, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit CITY to occupy the Project or a portion of the Project for its intended use. Contractor shall provide a finished cleaning of all areas acceptable to the CITY before releasing any area to the CITY for occupancy.

5.6 Compliance with Laws

The CITY is a municipal corporation in the State of California and is subject to the applicable provisions of law relating to public contracts as a Charter CITY. It is agreed that all provisions of law applicable to public contracts are a part of these Contract Documents to the same extent as though set forth herein and will be complied with by Contractor.

The Contractor shall at all times observe and comply with all existing laws, ordinances, regulations, orders and decrees; and shall protect, indemnify, and defend the CITY, the Construction Manager, the Engineer, the Funding Agencies and all of their officers, officials, employees, agents, volunteers, and servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor itself, employees, or its subcontractors.

The Contractor, shall at its own cost and expense, observe and keep itself and its subcontractors fully informed of all existing and future legislated State and Federal Laws and CITY and County ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials and equipment used in the Work, or which in any way affect the conduct of the Work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or in any other part of this Agreement, in relation to any law, ordinance, regulation, order or decree, the Contractor shall immediately report the same to the Construction Manager in writing.

Attention is directed to the following specific regulations and requirements that are hereby included in the Contract Documents. This list of regulations is not warranted to be complete and the burden of ascertaining legal requirements that must be satisfied shall rest solely with the Contractor.

5.6.1 Prevailing Wages

For purposes of this Agreement, CONTRACTOR and its Subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONTRACTOR shall forfeit as a penalty to the CITY Two Hundred Dollars (\$200) for each calendar Day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-Site under the Agreement by CONTRACTOR or by any Subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar Day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONTRACTOR or the applicable Subcontractor.

Pursuant to the provisions of California Labor Code Sections 1773, the Department has identified the source, stated below, of the General Prevailing Rate of Wages applicable to the work to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, which is a part of this Agreement.

Pursuant to Labor Code Section 1773.2, General Prevailing Wage Rates set forth above, which forms a part of this Agreement, shall be posted by CONTRACTOR at a prominent place at the Site. Prevailing wage rates to be posted at the Site will be furnished by the Department. The possibility of wage increases is one of the elements to be considered by CONTRACTOR in determining its Proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

5.6.2 DIR Registration

California Labor Code section 1725.5 requires the Contractor and all lower-tier subcontractors performing public works services to be currently registered with the California DIR, as specified in California Labor Code section 1725.5. California Labor Code section 1771.1 provides 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 California Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. The Contractor shall list the Contractor's current DIR registration number, and the current DIR registration number of all subcontractors, as part of its Bid Proposal.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes, and does not in any way affect the Contractor's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to every lower-tier subcontractor.

5.6.3 Apprentices on Public Work Projects

The Contractor and any subcontractor or subconsultant shall comply with California Labor Code section 1777.5 et seq., and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7. Please refer to the link below for guidance in meeting your obligation to satisfy the apprentice requirements for this Project:
<https://www.dir.ca.gov/das/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>.

5.6.1 Receipt of Workers' Wages, Fee for Registering or Placing Persons in Public Works

The Contractor and any subcontractor or subconsultant shall comply with California Labor Code sections 1778 and 1779 of the California Labor Code, which read as follows:

Section 1778. "Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony."

Section 1779. “Any person or agent or officer thereof who charges, collects, or attempts to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person for public work, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in public work, whether the person is to work directly for the State, or any political subdivision or for a contractor or subcontractor doing public work is guilty of a misdemeanor.”

5.6.2 Travel and Subsistence Payments

Each worker needed to execute the Work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Section 1773.1 of the California Labor Code.

5.6.3 Workday

In accordance with the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code, State of California, and in particular Sections 1810 to 1815 inclusive, thereof, eight (8) hours labor shall constitute a days’ work and no laborer, worker, or mechanic in the employ of said Contractor, or any subcontractor doing or contracting to do any part of the Work contemplated by this Agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day, and forty (40) hours in any one calendar week unless compensated at not less than time and a half as set forth in California Labor Code Section 1815. However, if the prevailing wage determination requires a higher rate of pay for overtime than is required under said Section 1815, then the overtime rate must be paid, as specified in California Code of Regulation Title 8, Group 3, Section 16200(a)(3)(F). The Contractor and each subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours for the inspection of the CITY or its officers or agents and by the Division of Labor Standards Enforcement of the Department of Industrial Relations, their deputies or agents; and it is hereby further agreed that said Contractor shall forfeit as a penalty to the CITY, the sum of the greater of (i) Twenty-Five and No/100 Dollars (\$25.00) or (ii) the maximum penalty allowable by statute for each laborer, worker or mechanic employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in one calendar week in violation of these provisions.

5.6.4 Labor Discrimination

The Contractor and any subcontractor or subconsultant shall comply with California Labor Code Section 1735, which reads as follows:

Section 1735. “No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this Section is subject to all the penalties imposed for violation of this chapter.”

Contractor agrees that it shall not discriminate against any person on account of their sex, race, color, religious creed, ancestry, national origin, disability, medical condition, marital status, age, gender, military or veteran status, genetic information, or sexual orientation in violation of the Fair Employment and Housing Act or the Unruh Civil Rights Act. Upon a final determination by a court of competent jurisdiction that the Grantee has violated either of these Acts, the CITY may, at its option, (1) withhold

payments to Contractor under this Agreement until Contractor complies; or (2) suspend or terminate this Agreement. Contractor shall include the provisions of this paragraph in every subcontract, including procurement of materials and lease of equipment, unless specifically exempted by the CITY.

5.6.5 Asbestos Related Work

All work involving asbestos containing material must be performed in accordance with California Labor Code, Sections 6501.5 through 6510, inclusive, and California Administrative Code, Title 8, Section 5208 and all other pertinent laws, rules, regulations, codes, ordinances, decrees and orders.

5.6.6 Compliance with Environmental Laws

During construction, the Contractor shall comply with all pertinent requirements of Federal, State, and local environmental laws and regulations, including, but not limited to, the Federal Clean Air Act, State and local air pollution and noise ordinances, construction site erosion control regulations.

5.6.7 Public Records Act

5.6.7.1 Ownership and Disclosure

Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of CITY'S business, including information submitted by the Contractor ("Records"), shall become the exclusive property of CITY and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code § 6250 et seq.). The CITY'S use and disclosure of its records are governed by this Act. The CITY will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret," "Confidential" or "Proprietary" provided by the Contractor to CITY. The CITY will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

5.6.7.2 Litigation Related to Disclosure

In the event of litigation concerning the disclosure of any Records, CITY'S sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold CITY harmless from all costs and expenses including attorney's fees in connection with any such action.

5.7 Certified Electricians

Workers performing work for an electrical contractor installing, constructing, or maintaining any electrical system covered by the National Electrical Code shall be certified as a General Electrician per California Labor Code Section 3099.

5.8 Contractor's Safety Responsibility

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act (Cal OSHA), and all other applicable Federal, State, County, and local laws, ordinances, codes, including but not limited to the requirements set forth in Article 12 – SAFETY: PROTECTION OF PERSONS AND PROPERTY, and any regulations that may be detailed in other parts of these Contract Documents. In the event of conflicting

requirements, the most stringent requirement as it pertains to the Contractor's safety responsibility, shall be followed by the Contractor. Refer to Article 12 - SAFETY: PROTECTION OF PERSONS AND PROPERTY

5.9 Nonstandard Working Hours

The Contractor may be required to prosecute the Work at night or outside of the normal working hours defined in Section 01140-1.03.c Hours of Work and Overtime. Such work may be required due to project or operational constraints as defined in Section 01140 or if emergencies arise as provided for in Article 5.5.3-Provisions for Handling Emergencies. When required, ordered, or permitted to work at night, the Contractor shall provide sufficient and satisfactory lighting and other facilities therefore. Except as provided in 5.5.3-Provisions for Handling Emergencies, for work outside of the normal working hours, the Contractor shall receive no extra payment, but compensation shall be considered as having been included in the GMP stipulated for the Work, except for authorized work performed outside of the Agreement.

5.10 Cooperation with Other Contractors

This paragraph shall serve as notice to the Contractor that the CITY may allow other contracts for other work at or near the Site of this Work. The Contractor shall afford other Contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

Should construction be under way by other forces or by other Contractors within or adjacent to the limits of the work or in the vicinity of the work to be done under this Agreement, the Contractor shall so conduct its operations as to interfere to the least possible extent with the work of such other forces or Contractors.

Any difference or conflicts which may arise between the Contractor and any other forces or Contractors, creating delays or hindrance to each other, shall be adjusted as determined by the Construction Manager.

ARTICLE 6 - SUBCONTRACTORS

6.1 Incorporation of Contract Documents

CONTRACTOR may enter into Subcontracts with various Subcontractors for portions of the Work. The Subcontracts shall require each Subcontractor, to the extent of the Work to be performed by such Subcontractor, to assume towards CONTRACTOR all the obligations and responsibilities which CONTRACTOR assumes towards CITY. All Subcontracts shall incorporate the terms of this Agreement and the Contract Documents to the extent applicable to the Work to be performed by the Subcontractor.

6.2 Approval of Subcontractors

Those portions of the Construction Work that the CONTRACTOR does not intend to perform with CONTRACTOR's own personnel shall be performed under Subcontracts. A proposed list of Subcontractors shall be submitted to CITY for approval. Proposed Subcontractors will be deemed accepted unless CITY objects in writing within five (5) days after submission by CONTRACTOR.

ARTICLE 7 - TIME AND PROGRESS OF THE WORK

7.1 Commencement of Work

Within five (5) calendar days after execution of the Agreement, written Notice to Proceed will be issued by the City to Contractor. Notwithstanding other provisions of the Agreement, the Contractor shall not be obligated to perform the Work, and the City shall not be obligated to accept or pay for such Work performed by the Contractor, prior to City's issuance of the Notice to Proceed. The Contractor shall provide the required Agreement bonds and evidences of insurance prior to the City's execution of this Agreement and prior to commencement of any Work.

The Contractor shall commence execution of the Work within five (5) days after the date established in the Notice to Proceed for the commencement of Contract Time.

The Contractor shall give the Construction Manager written notice not less than five (5) working days in advance of the actual date on which the Work is to begin on the Site (excluding Preconstruction Services performed under the Agreement) will be started. The Contractor shall be entirely responsible for any delay in the Work which may be caused by its failure to give such notice.

7.2 Contract Time

All time limits for Substantial Completion, and Final Completion as stated in the Contract Documents are of the essence of the Agreement. The counting of Working or Calendar Days shall begin five (5) Calendar Days from the date of the Notice to Proceed. The Contractor shall prosecute the Work so that the various portions of the Work shall be complete and ready for use within the times specified in Exhibit H-COMPLETION TIMES AND LIQUIDATED DAMAGES. It is expressly understood and agreed by and between the Contractor and the City that the Contract Time(s) for Contract Milestones, Substantial Completion of the Work and for Final Completion are reasonable times taking into consideration the average climatic and economic conditions and other factors prevailing in the locality and the nature of the Work known as of the date this Agreement is entered into.

7.3 Delays

7.3.1 Notice of Delays

When the Contractor foresees a delay in the prosecution of the Work and, in any event, promptly upon the occurrence of a delay to its Work, the Contractor shall notify the Construction Manager in writing of the occurrence of delay, providing the estimated extent of the delay and its cause. The Contractor shall take immediate steps to prevent or mitigate, if possible, the occurrence or continuance of the delay.

The Contractor agrees that no claim shall be made for any occurrence of delay that is not the subject of a written notice and that is not submitted to the attention of the Construction Manager within ten (10) calendar days of its occurrence. The City may accept a delay with more than ten (10) calendar days of notice if the City finds that the Contractor was acting in good faith and the City was not prejudiced by the Contractor's failure to timely provide the required notice.

7.3.2 Non-Excusable Delays

Non-excusable delays in the prosecution of the Work are delays which were caused by the Contractor, or by its subcontractors and suppliers, at any tier level, or delays which could have been avoided by the exercise of care, prudence, and diligence on the part of the Contractor or its subcontractors or suppliers, at any tier level. The Contractor shall receive no compensation or time extension for such delay. The

determination of Non-Excusable Delays shall be made solely by the Construction Manager. In the event that the Contractor is not in agreement with the Construction Manager's decision, the Contractor may appeal the decision by submitting to the City (for consideration), evidence that supports the Contractor's claim for an Excusable Delay consideration.

7.3.3 Excusable Delays

Excusable Delays in the prosecution or completion of the Work are delays which are not caused by or within the control of Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors or suppliers, at any tier level. In addition, before a delay will be deemed an "Excusable Delay," the delay must prevent the Contractor from proceeding with at least seventy-five (75%) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest approved progress schedule submitted by Contractor in accordance with the Contract Documents. The Contractor shall receive no compensation for such delay unless such delay also qualifies as a Compensable Delay, as described below. The following are examples of Excusable Delays:

- A. Site Availability; Failure or inability of CITY to make available any or all of the Site in accordance with the requirements of the Schedule.
- B. Regulatory and Governmental Authority; Failure or inability of CITY or CONTRACTOR to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority, or failure to obtain any street or alley vacations required for the performance of the Work, except to the extent due to the fault or neglect of CONTRACTOR.
- C. Separate Contractor's Acts or Omissions; Delays resulting solely from the acts or omissions of Separate Contractors; provided however, only to the extent Separate Contractors perform their work improperly and not in accordance with any applicable critical path schedule.
- D. Force Majeure; Delays resulting from Force Majeure.
- E. Differing Site Conditions; Differing, unusual or concealed site conditions that could not reasonably have been anticipated by CONTRACTOR in preparing the Schedule.
- F. Hazardous Materials; Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the site by CONTRACTOR or any Subcontractor.
- G. Applicable Laws; Delays resulting from changes in Applicable Laws occurring after the date of execution of this Agreement.
- H. CITY Acts or Omissions; Delays occurring solely due to the acts or omissions of CITY and those within the control of CITY, including, but not limited to, Separate Contractors.
- I. Abnormal Delays; Delays caused by fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as Excusable Delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75%) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.
- J. Weather Delays; Delays caused by inclement weather conditions or the conditions resulting from inclement weather shall be considered as "Excusable Delays" if they prevent the Contractor from proceeding with seventy-five (75%) percent of the normal labor and equipment force engaged in the current critical activity item for a period of at least five (5)

hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof.

- K. Material Shortages; Upon the Contractor's submission of satisfactory proof to the Construction Manager, shortages of material may be considered an "Excusable Delay" upon the satisfaction of the conditions set forth herein. The Contractor must demonstrate that the Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the proposed Work. Only the physical shortage of material, caused by unusual and unforeseeable circumstances, will be considered as eligible for an "Excusable Delay," and no consideration will be given to any claim that the material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Construction Manager 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 usual practices in obtaining such quantities. A time extension for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the Contractor's or its subcontractor's or supplier's mishandling of the procurement for such material. The above provisions apply equally to equipment to be installed in the Work. Nothing herein is intended to affect the Contractor also needing to demonstrate that the delay must prevent the Contractor from proceeding with at least seventy-five (75%) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.

7.3.4 Compensable Delays

Compensable Delays in the prosecution or completion of the Work are delays which meet each of the following three elements: (1) delays which result from causes beyond the control of the Contractor and which could not have been avoided by the reasonable exercise of care, prudence, and diligence on the part of the Contractor or its subcontractors or suppliers, at any tier level; (2) delays that prevent the Contractor from proceeding with at least seventy-five (75%) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest approved progress schedule; and (3) delays that are caused by one of the following three causes:

- A. CITY Acts or Omissions; Delays due to the actions and/or inactions of the City, Construction Manager, Engineer or any of their agents or employees.
- B. Differing Site Conditions; Delays due to differing site conditions as defined in Article 7.3.3.E-DIFFERING SITE CONDITIONS.
- C. Separate Contractor's Acts or Omissions; Delays due to other contractors employed by the City who interfere with the Contractor's prosecution of the Work as defined above.

7.3.5 Concurrent Delays

Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a combination of the delays defined in Article 7.3.2-NON-EXCUSABLE DELAYS, Article 7.3.3-EXCUSABLE DELAYS, or Article 7.3.4-COMPENSABLE DELAYS. During such concurrent delay periods, time extensions will be granted in accordance with Article 7.4-TIME EXTENSIONS; however, the Contractor will be granted a non-compensable time extension, and the City shall not assess its actual costs as defined in Article 7.4.1-NON-EXCUSABLE DELAYS, nor will the City assess Liquidated Damages.

7.4 Time Extensions

7.4.1 Non-Excusable Delays

The Contractor shall receive no compensation or time extension for Non-Excusable Delays.

7.4.2 Excusable or Compensable Delays

If the Contractor is delayed in the performance of its Work as defined in Article 7.3.3-EXCUSABLE DELAYS, or Article 7.3.4-COMPENSABLE DELAYS, then the Contract Time(s) will be extended by the City for such time that, the Contractor shows, and the City agrees (which agreement will not be unreasonably withheld), the Project's critical path completion dates will be delayed, provided that the Contractor strictly fulfills the following:

- A. The Contractor shall have provided written notification, in accordance with Article 7.3.1-NOTICE OF DELAYS;
- B. The Contractor shall have submitted in writing a request for an extension of time to the Construction Manager stating at a minimum the cause of the delay and the estimated number of days being requested. The Contractor's request for a time extension shall be submitted within fifteen (15) days of the Contractor furnishing its written notice pursuant to Article 7.3.1-NOTICE OF DELAYS. In the case of an Excusable Delay or Compensable Delay that allegedly is impacting the Contractor's operations for a period longer than fifteen (15) days, the Contractor shall update its request for a time extension, including updating its time impact analysis, every thirty (30) days until the delay is no longer allegedly impacting the Contractor's operations.
- C. If the Contractor maintains that the delay at issue is a Compensable Delay, the Contractor shall submit an estimate of the additional compensation for Field Overhead and Indirect Home Office Overhead (per Article 7.4.4-FIELD OVERHEAD AND INDIRECT HOME OFFICE OVERHEAD FOR COMPENSABLE DELAYS that it is seeking in regard to the alleged delay. This estimate shall be included with the Contractor's request for time extension that is described in paragraph B, above. In the case of a Compensable Delay that allegedly is impacting the Contractor's operations for a period longer than fifteen (15) days, the Contractor shall update its estimate of additional compensation every thirty (30) days until the delay is no longer allegedly impacting the Contractor's operations.
- D. If requested by the Construction Manager, the Contractor shall provide sufficient information to the Construction Manager to assess the cause or effect of the alleged delay (as well as additional compensation in the case of Compensable Delay), or to determine if other concurrent delays affected the Work. Such additional information shall be furnished within fifteen (15) days of the Construction Manager's request for additional information.
- E. Time extensions due to Excusable or Compensable Delays will be granted only if such delays involve controlling critical path operations which would prevent completion of the whole Work within the specified Contract Time(s), as described in the above conditions for determination of "Excusable Delay" or "Compensable Delay."

Construction Manager will, in writing, approve or reject the Contractor's request for a time extension within fifteen (15) days of the latter of (i) the Construction Manager's receipt of the Contractor's complete request for a time extension; or (ii) the Construction Manager's receipt of the additional information referenced in paragraph C, above. If Construction Manager does not provide a written response within such fifteen (15) day time period, the Contractor's request shall be deemed denied by the City.

If the Construction Manager determines that the Contractor is entitled to a time extension, during such approved extension of time, neither extra compensation for engineering, inspection and administration nor damages for delay will be charged to the Contractor.

7.4.3 Weather Delays

For Weather Delays, the Contractor will be granted a non-compensable time extension for weather caused delays, pursuant to Article 7.3.3.J-WEATHER DELAYS, over and above an allowance as provided for in Exhibit H-Completion Times and Liquidated Damages. No time extensions for weather delays will be granted until the total number of weather days exceeds this allowance.

Should the Contractor fail to complete the Work within the time specified in the Agreement, as extended in accordance with this clause if appropriate, the Contractor shall pay to the City liquidated damages in accordance with Article 7.5-Liquidated Damages.

7.4.4 Field Overhead and Indirect Home Office Overhead for Compensable Delays

The Contractor shall be compensated for field overhead and indirect home office overhead expenses due to Compensable Delays for periods of time when the Work is delayed as defined in Article 7.3.4-COMPENSABLE DELAYS. However, no payment shall be made for compensable delays which occur during a concurrent delay as defined in Article 7.3.5-CONCURRENT DELAYS. As a condition precedent to payment for field overhead and indirect home office overhead, the Contractor must fulfill all conditions as provided in Article 7.4.2-EXCUSABLE OR COMPENSABLE DELAYS. Compensation will be calculated in accordance with 7.4.4.1 and 7.4.4.2 below. No additional markup for overhead or profit shall be provided for such field overhead and indirect home office overhead expenses.

Payment to the Contractor for indirect overhead expenses will be made only if the extended Contract Time period granted for the compensable delay(s) is required to complete the Work following the depletion of the original Contract Time period and any time extensions granted other than compensable time extensions. Payment for field overhead and indirect home office overhead shall be calculated as follows:

7.4.4.1 Field Overhead

For those allowable delay periods as described in Article 7.4.4-FIELD OVERHEAD AND INDIRECT HOME OFFICE OVERHEAD FOR COMPENSABLE DELAYS, the Contractor shall be reimbursed for its field overhead based on:

- A. Actual invoice costs for on-site field offices and temporary utilities as described in Section 01500, TEMPORARY FACILITIES AND UTILITIES.
- B. Actual labor costs as shown in Exhibit C, GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE, for field office staff.
- C. Fair rental values acceptable to the Construction Manager as described in Article 9.6-Cost Determination, for construction equipment idled due to the delay.
- D. Actual Errors and Omissions insurance costs attributable to delay periods.

7.4.4.2 Indirect Home Office Overhead

For those delay periods as described in the introduction of Article 7.4.4-FIELD OVERHEAD AND INDIRECT HOME OFFICE OVERHEAD FOR COMPENSABLE DELAYS, the Contractor shall be reimbursed for its indirect home office overhead based on the following formula:

[Guaranteed Maximum Price (\$) divided by the Contract Time Period (Calendar Days)] x 0.03 = Daily Indirect Home Office Overhead (\$/Calendar Day)

As it is impractical to determine the actual home office overhead, such reimbursement shall encompass full payment for any and all indirect home office overhead expenses for such periods of time for the Contractor and all subcontractors. Distribution of the markup amount among the Contractor and all subcontractors and suppliers is the responsibility of the Contractor.

7.5 Liquidated Damages

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the times specified in Exhibit H-COMPLETION TIMES AND LIQUIDATED DAMAGES, plus any extensions thereof allowed in accordance with Article 7.4-TIME EXTENSIONS. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of the Contractor's failure to fully perform the Work or to fully perform all of its Agreement obligations that have accrued by the times for completion as specified in Exhibit H-COMPLETION TIMES AND LIQUIDATED DAMAGES.

It is, therefore, agreed in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the amount set forth in Exhibit F, COMPLETION TIMES AND LIQUIDATED DAMAGES, per day for each and every calendar day that expires after the times for completion specified for each construction milestone except as otherwise provided by extension of time pursuant to Article 7.4-TIME EXTENSIONS. It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this Agreement was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor.

Liquidated damages will continue to accrue at the stated rate until the completion of any defined completion milestone(s) and Final Completion of Work, all as set forth in Exhibit H, COMPLETION TIMES AND LIQUIDATED DAMAGES. Accrued liquidated damages may be deducted by the City from amounts due or that become due to the Contractor for performance of the Work. Liquidated damages may not be waived or reduced by the City unless expressly waived or reduced in writing by the City.

ARTICLE 8 - PAYMENT AND COMPLETION

8.1 Guaranteed Maximum Price ("GMP") and GMP Shared Savings

CITY shall pay for CONTRACTOR's performance under this Agreement the Cost of the Work and Fee (as described in Exhibit C-GUARANTEED MAXIMUM PRICE, FEE, AND COST OF WORK hereto); provided, however, that the sum of the Cost of the Work and the Fee shall not exceed the GMP, as adjusted by Change Order/Directive in accordance with the Contract Documents. CONTRACTOR bears the risk of its increased costs due to market price increases (including escalating costs for materials).

8.2 Shared Savings

CONTRACTOR shall be compensated for actual work completed based on the Cost of Work and Fee up to the amount of the GMP. If CONTRACTOR's actual total Cost of the Work and Fee is less than the

GMP, upon Final Completion, the CONTRACTOR shall be entitled to receive a negotiated percentage of the GMP Savings as described in Exhibit C-GUARANTEED MAXIMUM PRICE, FEE, AND COST OF WORK hereto. "GMP" Savings shall mean the positive difference, if any, when the actual Total Cost of the Work and Fee is subtracted from the GMP; provided, however, that unused Allowance monies, if any, shall not be subject to shared savings.

8.3 Schedule of Values

Contractor will be required to submit a complete schedule of values upon selection of proposal to facilitate contract negotiation within ten (10) days of notice. Schedule of values should set forth the various portions of the Work, and the portions of the GMP allocated to each portion.

8.4 Applications for Payment

CONTRACTOR shall deliver to CITY not more than once each month an Application for Payment covering the Cost of Work and Fee applicable to the Work performed during the immediately preceding month. With each Application for Payment CONTRACTOR shall submit such evidence as may be necessary to demonstrate costs incurred on account of Cost of the Work during such month and the percentage of completion of each category of Work. CITY may reject requests for payment, or portions thereof, for Work, or portions thereof, not performed or completed.

8.5 Amount of Progress Payments

CITY shall pay CONTRACTOR the actual Cost of the Work and Fee, if any, through the period covered by the Application for Payment, less Retention as set forth in Article 8.6 below, provided that the aggregate payment amount before retention will not exceed the percentage of completion of the Work multiplied by the GMP (excluding items of the GMP not subject to retention). CITY may additionally withhold from progress payments such amounts pursuant to stop payment notice claims as required by law and CITY administrative regulation 4.01.

8.6 Retention, Escrow Agreement, Final Payment

Five percent (5%) Retention shall be withheld from each progress payment until the expiration of thirty-five (35) days following the recordation of the notice of completion; provided however, CITY shall continue to retain such amount as required by law and/or CITY administrative regulation 4.01. CONTRACTOR may elect to establish an escrow account for securities in-lieu of the five percent (5%) Retention in a form of escrow agreement compliant with law and subject to approval by the CITY Attorney (form of escrow agreement is attached as Exhibit F-IN LIEU OF SECURITIES ESCROW AGREEMENT. Release of Retention monies shall constitute the Final Payment.

8.7 Early Release of Subcontractor Retention. [reserved]

8.8 Payment for On-Site and Off-Site Stored Materials.

8.8.1 Payment for Materials:

8.8.1.1 Payment may be made for those materials delivered to the site but not incorporated in the work to the extent that the materials are included in the Construction Schedule as cost-loaded material delivery activities.

8.8.1.2 Payment for materials delivered will not be made before the respective shop drawings, installation instructions and O&M manuals have been submitted, reviewed,

and accepted in accordance with Section 01330, Submittal Procedures.

8.8.1.3 To receive payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the CONTRACTOR to submit to the ENGINEER, at least 7 days prior to the end of said month, a list of such materials.

8.8.1.4 At their sole discretion, the ENGINEER will approve items for which payment as for On-Site and Off-Site Stored Materials is to be made.

8.8.1.5 The list of materials and invoices shall be clearly identified by referencing the associated activity on the cost loaded schedule.

8.8.1.6 Payment for materials delivered to the site or a bonded warehouse will be made in an amount equal to the respective suppliers' invoices(s) for the actual net cost for the item(s) delivered plus delivery charges in accordance with payment terms of the Agreement.

8.8.1.7 The CONTRACTOR's actual net cost for the materials must be supported by invoices of suppliers.

8.8.2 Proper storage and protection of materials shall be provided by the CONTRACTOR. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the CONTRACTOR, unless otherwise agreed, and payments made for these items shall be deducted from the final payment for the work.

8.9 Title to Construction Work

CONTRACTOR warrants that title to all Construction Work covered by an Application for Payment shall pass to CITY no later than the time of payment. CONTRACTOR further warrants that upon submittal of an Application for Payment, all Construction Work for which Applications for Payment have been previously issued and payments received from CITY shall, to the best of CONTRACTOR's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of CONTRACTOR, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment relating to the Construction Work.

8.10 Withholding of Payment

CITY may withhold payment on account of an Application for Payment if required or authorized by any Applicable Law, or to the extent necessary to protect CITY from loss because of:

- A. defective Work not remedied;
- B. third party claims filed or reasonable evidence indicating probable filing of such claims;
- C. failure of CONTRACTOR to make payments of undisputed amounts to Subcontractors for labor, materials or equipment;
- D. damage to CITY or to a Separate Contractor caused by the fault or neglect of CONTRACTOR to the extent not reimbursed by insurance; or
- E. reasonable evidence that the Work will not be Substantially Completed within the Contract Time due to Inexcusable Delay, and that the unpaid balance of the GMP would not be adequate to cover liquidated damages for the anticipated Inexcusable Delay.

8.11 Failure of Payment; Interest

In accordance with Public Contract Code §20104.50, CITY shall pay CONTRACTOR interest on any progress payment, which is made by CITY more than thirty (30) days after CITY receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in Code of Civil Procedure §685.010(a), and shall begin to accrue upon the expiration of said thirty (30) day period. Any written request for a progress payment which CITY determines to be disputed, improper or not suitable for payment for any reason shall be returned to CONTRACTOR within seven (7) days after receipt by CITY, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.

8.12 Occupancy by CITY Prior to Acceptance

CITY reserves the right to Beneficial Occupancy and without charge by CONTRACTOR. In those areas of the Work which are completed, CITY may store materials, equipment, and supplies, and may perform partial operation.

8.13 Substantial Completion

When CONTRACTOR considers the entire Work complete and ready for its intended use, CONTRACTOR shall certify in writing to CITY that the entire Work is substantially complete provide CITY with a Certificate of Substantial Completion. Within a reasonable time thereafter, CITY and CONTRACTOR shall make an inspection of the Work to determine the status of completion. If CITY does not consider the Work substantially complete, CITY will notify CONTRACTOR in writing giving reasons therefor. If CITY considers the Work substantially complete, CITY will accept a corresponding partial Certificate of Substantial Completion. There shall be attached to the Certificate a Punch List of items to be completed or corrected before Final Acceptance and Final Payment.

8.14 Final Completion

When the Work is fully completed, CONTRACTOR shall provide CITY with a Certificate of Final Completion and shall request final inspection in writing. Additionally, CONTRACTOR shall provide legally effective releases or waivers satisfactory to CITY of all lien rights arising out of or liens filed in connection with the Work. Within ten (10) calendar days of receipt of such completed request form, CITY shall make final inspection. If following final inspection, CITY determines that the Work (including all Punch List items) has been fully completed, CITY will process a Notice of Completion. If CITY determines that the Work is not complete after receipt of certification from CONTRACTOR, CONTRACTOR shall be notified in writing of deficiencies. After the deficiencies have been corrected, the procedure for final inspection as set forth above shall again be initiated by CONTRACTOR. In the event CITY determines the Work is fully completed, CITY shall initiate process of attaining a notice of completion.

8.15 Waiver of Claims at Final Payment

Acceptance of final payment by CONTRACTOR shall constitute a waiver of all claims by CONTRACTOR, except those previously made in writing and identified as unsettled at the time of final payment.

8.16 Construction Allowance Items

CONTRACTOR must have prior written authorization from CITY to begin work on allowance item scope. Upon approval of an invoice for work covered by an allowance item, the CITY shall pay for CONTRACTOR's performance under this Agreement the actual Cost of the Work and Fee (as described

in Exhibit D - CONSTRUCTION ALLOWANCE ITEMS AND AMOUNTS hereto). When the approved invoices for the actual Cost of the Work is more or less than the amount of an allowance item, the Contract GMP will be adjusted by Change Order; provided, however, that the sum of the actual total cost of each allowance item shall not exceed the approved Allowance Amount of each, as adjusted by Change Order/Directive in accordance with the Contract Documents.

8.17 Contingency [reserved]

8.18 Audits and Access to Records.

The Contractor must maintain all books, records, documents, and other evidence directly pertinent to the performance of the Work in accordance with generally accepted accounting principles and practices. The Contractor must also maintain all financial information and data used by the Contractor in the preparation or support of any cost submission, including the Contractor's estimate, any Change Order, Dispute, Claim, Pay Application, or other request for equitable adjustment. City and its representatives will have access upon five (5) business days advanced written notice, during normal business hours, to all Contractor's books, summary reports, records, accounts, estimates, documents, detailed financial information, certified payroll records, AIS records and all other information and documentation relevant to the Work for the purposes of inspection, audit, and copying. The Contractor will, at no cost to City, provide reasonable facilities for such access, and inspection purposes. The City will arrange for and pay all costs of copying.

The Contractor agrees to include and make the requirements of this article, applicable to all subcontractors listed in their DESIGNATION OF SUBCONTRACTORS list.

Audits conducted pursuant to this article, will be in accordance with general accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.

The Contractor agrees to provide requested information and reports resulting from access to records to City, subject to execution of an appropriate confidentiality order if requested.

Records must be maintained and made available during the performance of the Work and for four (4) years after Final Payment, and until final settlement of all Disputes or Claims, whichever occurs later.

The right of access provisions of this article, applies to all financial records pertaining to the Agreement:

- A. To the extent the records pertain directly to Agreement performance;
- B. To the extent required for verification of the costs incurred where such costs are the basis for billings pursuant to the Agreement including Change Orders;
- C. To the extent there is credible evidence that Contractor has violated the federal False Claims Act and the California False Claims Act or that fraud, gross abuse, or corrupt practices may be involved; and
- D. If the Agreement is terminated for default or convenience.

Access to records is not limited to the required retention periods. City's Authorized Representative or designee must be granted access to records at any reasonable time for as long as the records are required to be maintained.

In the event that City's audit determines that Contractor has billed for any costs that are ineligible for reimbursement or for any reason should not have been paid, or the Contractor's fee has been improperly applied or calculated, Contractor shall promptly refund all improper payments following receipt of City's written notice and explanation of the alleged overpayments or improper fee and shall be responsible to

pay City for the City's reasonable costs to perform the audit unless the Contractor establishes that the overpayment or improper fee was the result of an unintentional, inadvertent clerical error.

ARTICLE 9 - CHANGES IN THE WORK

9.1 Contract Held Valid.

Any change in the Scope of Work or deviation from the Contract Documents including, without limitation, Extra Work or Omitted Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents. The difference in cost of the work affected by such change will be added to or deducted from the Guaranteed Maximum Price (GMP), as the case may be.

9.2 Execution of Changes

- A. Only the Contractor or the City may initiate changes in scope of Work or deviation from Contract Documents.
- B. Changes in the Work may be accomplished after execution of the Contract where they are documented by an executed Field Directive, Field Order, or Change Order in accordance with applicable provisions of the Contract Documents.
- C. Changes in the Work shall be performed under applicable provisions of the Contract Documents. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to CITY or CONTRACTOR, the applicable unit prices for such change order/directive shall be equitably adjusted. No GMP adjustment on account of a Change Order shall include CONTRACTOR's or Subcontractor's profit, Fee, home office overhead or a formula allocation of indirect costs unless otherwise specifically allowed hereunder.
- D. The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the City, which shall be written so as to show acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to the GMP and Contract Time contained in the Change Order are in full satisfaction and accord and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

9.3 Definitions

9.3.1 Incidental Work

Incidental work includes reasonably implied parts of the work not shown on Drawings nor described in Specifications, but which is necessary or normally or customarily required as a part of the Work shown on the Drawings or described in the Specifications to provide a complete installation which is fully connected and tied into the existing facilities and processes and is fully functional and operational. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and

expense thereof shall be included in the Guaranteed Maximum Price (GMP). Incidental work shall be performed by Contractor and included in the Cost of the Work without an increase in the GMP.

9.3.2 Extra Work

New or unforeseen work, or added work of a different character or function; or that involves revisions of the details of the Work on which Contractor based its GMP. If the extra work increases the Contractor's Cost of the Work and/or time to perform the Work, and is approved by the City via a written Change Order, the GMP and/or Contract Times shall be adjusted as provided in the Contract Documents. Extra Work shall not include Work which is shown, detailed or specified in the Contract Documents or which constitutes "Incidental Work" as defined within the Contract Documents definition above.

9.4 Change Directives

Changes in the Work may be directed by a Construction Change Directive prepared and signed by the OWNER'S REPRESENTATIVE. A Construction Change Directive signed by the CONTRACTOR indicates agreement of the CONTRACTOR with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. The following procedures shall apply with respect to Change Directives.

- A. Upon receipt of a Change Directive signed by CITY, CONTRACTOR shall promptly proceed with the change in the Work involved and advise CITY of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the GMP or the Schedule. If CONTRACTOR receives a written communication signed by CITY which CONTRACTOR believes is a Change Directive but is not so identified, it shall not proceed with the change in the Work until it receives from CITY a written confirmation that such communication is in fact a Change Directive.
- B. A Change Directive signed by CONTRACTOR indicates the agreement of CONTRACTOR with the contents thereof, and shall convert the Change Directive to a Change Order.
- C. If CONTRACTOR does not respond promptly or disagrees with the method for adjustment in the GMP or Schedule, the method and adjustment shall be determined as provided in these contract documents. In such case, CONTRACTOR shall keep and present, in such form as CITY may request, an itemized accounting, together with appropriate supporting data.
- D. Pending final determination of cost to CITY, amounts not in dispute shall be included in Applications for Payment. The amount of credit to be allowed by CONTRACTOR to CITY for a deletion or change which results in a net decrease in the GMP shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Fee shall be figured on the basis of net increase, if any, with respect to that change.
- E. If CITY and CONTRACTOR do not agree with the adjustment in the Schedule or the GMP, such disagreement shall be submitted for dispute resolution in accordance with the provisions of this Contract.

9.5 Contract Modification Procedures

9.5.1 Request for Proposal (RFP)

- A. The City may issue a Request for Proposal (RFP) to the Contractor in connection with the City considering an addition to, or deletion from, or other change in the Work. RFPs shall not be deemed to be directions to proceed with any addition, deletion or change to the Work.

- B. Whenever the Contractor is required to prepare a cost proposal in response to an RFP, and whenever Contractor is entitled to submit a cost proposal and elects to do so, Contractor shall prepare and submit to City for consideration a cost proposal using a form provided by the CM or the Contractor may submit another form if deemed acceptable to the Construction Manager. All cost proposals must contain a complete breakdown of costs of credits, deducts, and extras; and itemize materials, labor, equipment, special services, taxes, and markups. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall follow the cost items defined in Cost Determination in this Section. The Contractor shall provide all required cost information requested by an RFP within fourteen (14) days after receiving the RFP.
- C. Upon receipt of the Contractor's cost proposal, which shall include a detailed itemized breakdown as prescribed in this Section, the Construction Manager will act promptly thereon. If Construction Manager takes no exception to the cost proposal, Construction Manager will prepare Change Order for City and Contractor signatures, provided that City has elected to proceed with the changed Work. If a cost proposal is not acceptable to the Construction Manager, the Construction Manager will indicate to Contractor the unacceptable items in the proposal. Except as otherwise provided in this Section, Contractor shall have seven (7) days in which to respond to Construction Manager with a revised cost proposal.
- D. If the parties do not agree on the price or time adjustment in response to an RFP, City may issue a unilateral change order pursuant to the Agreement, Article 9.5.3-FIELD ORDER-FORCE ACCOUNT WORK. Contractor shall perform the changed Work, notwithstanding any claims or disagreements of any nature, with the understanding that it preserves all rights to pursue adjustments to the GMP and/or Contract Time in connection with the change.
- E. When the necessity to proceed with a change does not allow the Construction Manager sufficient time to conduct a proper check of the Contractor's cost proposal (or revised cost proposal), Construction Manager may order Contractor to proceed with the change, with the understanding that parties will negotiate in good faith to determine the value of the change at the earliest practical date. In this event, the value of change, with corresponding equitable adjustment to the GMP, shall not be more than any increase or less than any decrease proposed by the Contractor's cost proposal.

9.5.2 Field Directive/Supplemental Instruction Resulting from RFI's, Submittals or other instructions from the Engineer and/or City

- A. The Contractor may be issued a Field Directive or Supplemental Instructions resulting from an RFI, Submittal or other instructions from the Engineer and/or City.
- B. If the Contractor is satisfied with Field Directive or Supplemental Instruction and does not request change in the GMP or Contract Time, then the Field Directive or Supplemental Instruction shall be executed by the Contractor without a Change Order.
- C. If the Contractor believes the Field Directive/Supplemental Instruction results in additional Cost of the Work or a change in the GMP or Contract Time, then Contractor must notify the Construction Manager within ten (10) days following receipt of Field Directive/Supplemental Instruction and before proceeding with this work. If the Construction Manager considers Contractor's notice to be justified, the instructions of the Field Directive/Supplemental Instructions will be revised or a proposed Change Order will be issued for the City's consideration. The Contractor shall have no claim for additional compensation or extension of the schedule because of any such additional instructions

unless the Contractor provides the Construction Manager written notice thereof within the time frame specified above, unless the City is not Prejudiced by Contractor's untimely notice. In addition, the Contractor shall within fifteen (15) days from the date of the Contractor furnishing written notice provide a detailed justification and analysis as well as estimated pricing and Time Impact Analysis to support any request for time extension. Should the work at issue impact Contractor's operations for a period longer than fifteen (15) days, Contractor shall update its request for additional compensation and/or additional time, every thirty (30) days until the disputed work is no longer allegedly impacting Contractor's operations. In addition, Contractor shall comply with the requirements of the Agreement concerning Records of Disputed Work and Submission of Disputed Work Costs, respectively.

- D. Should the Contractor proceed with the work affected before receipt of a response from the Construction Manager, any portion of the work which is not done in accordance with the City's interpretation, clarifications, instructions, or decisions is at Contractor's risk.
- E. If the Contractor and Construction Manager still do not agree on the Field Directive's impact to the GMP or Contract Time, then Contractor may appeal to the Engineer for decision. If the Engineer concurs with the Construction Manager's position, the Contractor will be directed again in writing to make the changes covered in the Field Directive/Supplemental Instructions and Contractor shall do so notwithstanding any claims or disagreements of any nature. Contractor may file a Notice of Potential Claim and Claim in accordance with the Agreement.

9.5.3 Field Order- Force Account Work

- A. If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the City may direct by issuing a unilateral Change Order or Field Order that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for the work will be made based on an accounting of the Contractor's Cost of the Work as described in the Agreement, Exhibit C-Guaranteed Maximum Price, Cost of Work and Fee, and Article 9.6-Cost Determination.
- B. Prior to the commencement of force account work, the Contractor shall notify the Construction Manager of its intent to begin work. The Contractor shall maintain accurate cost records, separate from the cost categories for the balance of the Work, which depict all costs incurred for the authorized force account work. Upon request by the Construction Manager or City, these cost records must be made available for review as provided in the Agreement.
- C. All subcontractors that expend labor, equipment and materials on force account work shall record those costs daily by using a form provided by or approved by the Construction Manager. The subcontractor reports, if found to be correct, shall be signed by the subcontractor, Contractor and Construction Manager, or inspector, and a copy of which shall be furnished to the Construction Manager no later than the working day following the subcontractor's performance of said work. The Daily Extra Work Report sheet shall thereafter be considered the true record of force account work provided by the subcontractor. If the Construction Manager, or inspector, does not agree with the labor, equipment and/or materials listed on the subcontractor's daily force account report, the Construction Manager, or inspector, shall sign-off on the items on which they are in agreement. The Construction Manager shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice per the Agreement.

- D. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of subcontractor work paid for on a force account basis and the costs of other operations.
- E. To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the Construction Manager, detailed and complete documented verification of the Contractor's and any of its subcontractor's Costs of the Work involved in the force account pursuant to the pertinent unilateral Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the Construction Manager after the thirty (30) day period has expired, unless City is not prejudiced by Contractor's untimely billing and submittal of costs.

9.5.4 Construction Change Directive (CCD)

- A. CCD is a written order prepared by the Construction Manager and signed by the City, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Contract Time.
- B. If at any time the City believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, the City may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to City's CCD within ten (10) calendar days.
- C. Contractor's response must be any one of following:
 - 1. Return CCD signed, thereby accepting City's response, time, and cost.
 - 2. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if City so requests.
 - 3. Give notice of intent to submit a Claim as described in the Agreement.
- D. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - 1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - 2. Unit prices stated in the Contract Documents or subsequently agreed upon.
 - 3. Cost to be determined in a manner agreed by the City and Contractor.
 - 4. Cost to be determined pursuant to Article 9.6-Cost Determination.
- E. A CCD signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- F. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by Construction Manager on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, an allowance for overhead and profit in accordance with Articles 9.6.3 and 9.6.4-Allowable Markups. If the parties still do not agree on the price for a CCD, Contractor may file a

Claim in accordance with the Agreement. Contractor shall keep and present, in such form as Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in Article 9.6-Cost Determination.

- G. Pending final determination of cost to the City, amounts not in dispute may be included in Applications for Payment.

9.5.5 Documentation for All Changes

- A. Upon request of the Construction Manager, the Contractor shall provide the following information to support the request for change in cost or time:
1. Copy of original quotations, purchase order or invoices to verify costs included in original pricing.
 2. Copy of all quotations, purchase order or actual invoices to support new costs submitted.
 3. Copy of all insurance and bond costs resulting from change.
 4. Copy of all quantity takeoff sheets for materials, labor and equipment.
 5. Certified payroll records.
 6. A list of equipment with manufacturer's name and model number and the alphanumeric designation used in the Equipment Rental Rates prepared by the California Department of Transportation, unless the equipment is included in the Agreement, Exhibit C- Guaranteed Maximum Price, Cost of Work and Fee.
 7. Invoices for all non-owned rental equipment.
 8. Other information, as reasonably required, to document the labor, equipment and materials used.
- B. Correlation of Other Items:
1. Contractor shall revise Application for Payment forms to record each authorized Change Order or CCD as a separate line item and adjust the GMP on the next monthly progress billing.
 2. Contractor shall revise the Progress Schedules prior to the next monthly pay period to reflect the effects of all authorized Change Orders or CCDs.
 3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period and provide a copy to the Engineer with progress billing.

9.6 Cost Determination

With respect to Change Orders which increase or decrease the Scope of Work described in Exhibit B- Contractor's Technical Proposal, are not due to the errors or omissions of CONTRACTOR and are not attributable to Excusable Delays or the contingencies set forth in Article 9.7 below, the GMP shall be increased (or decreased) by the following "Scope Change Costs":

9.6.1 Contractor's Direct Cost Categories

The Contractor's allowed direct costs are found in the Agreement, Exhibit C-Guaranteed Maximum Price, Cost of Work and Fees.

9.6.2 Subcontractor's Direct Cost Categories

The categories described below are defined to be direct costs for subcontractors at all tier levels.

No other type of costs will be allowable as a direct cost. Direct costs shall not include any labor costs or indirect costs pertaining to the subcontractor's managers or superintendents, their office and engineering staffs, the cost of their offices, facilities, vehicles, or anyone not directly employed on such work, nor small tools (as defined in item C-Subcontractor's Construction Equipment Rental Cost of this Article 9.6.2) nor supplies. All such items are considered indirect costs which form a part of the Contractor's and subcontractors' overhead expenses.

A. Subcontractor's Direct Field Labor

1. The cost of labor for workers (including forepersons when authorized by the Construction Manager) used in actual and direct performance of the work by the subcontractor will be the sum of the following:
 - a. The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation and similar purposes.
 - b. All payments imposed by State and Federal Laws including, but not limited to, workers' compensation insurance, and social security payments. The rates used for workers' compensation insurance shall be actual rates paid by the subcontractor for each specific craft and broken down by wage rate if applicable to that craft.
 - c. General Liability insurance burden, if applied to subcontractor's payroll. By formal submittal, the subcontractor shall provide adequate backup information to Construction Manager to verify this burden rate is indicative of the actual rates paid by the Contractor as a percent of labor.
2. Except as otherwise may be agreed to in writing by the Construction Manager, the actual wages and benefits paid for manual classifications of subcontractor's on-site workers will not, in the aggregate, be less than the current applicable wage for each classification as established by the State of California Department of Industrial Relations.
3. Specifically prohibited from the subcontractor's labor costs are other payroll burden factors such as small tools (as defined in item C below), bonuses of any kind and safety incentives.
4. Subcontractor shall include the actual travel and/or subsistence costs, if any, as a separate line item under the labor cost category. Except as otherwise may be agreed to in writing by the Construction Manager, the actual travel and/or subsistence costs will not be less than established in the State of California Department of Industrial Relations.

B. Subcontractor's Materials

1. The cost of all materials, including all factory testing, freight and delivery costs of materials, accepted by the City and used in performing the work will be the cost to the

subcontractor from the supplier thereof. All discounts for early payment shall accrue to the subcontractor unless the City's payment to subcontractor is paid to subcontractor before discount payment is due in which case discount savings will be fully credited to City on next progress billing. All rebates and all returns from the sale of surplus materials shall be credited to the Cost of the Work.

2. At the request of the Construction Manager, the subcontractor will obtain more than one quote for materials to be used to complete change order or force account work. Copies of all quotes shall be shown to the Construction Manager.
3. For materials used in construction of the Project which may have additional uses on other projects for the subcontractor's benefit, such as dimensional lumber, beams and plywood to form concrete or temporary diversion pipes, the subcontractor shall submit a material unit cost to cover use of these types of materials for the approval of the City prior to delivery to the Work Site. This unit cost shall take into account the use of such materials on other past and future projects.

C. Subcontractor's Construction Equipment Rental Cost

1. The cost of construction machinery and equipment for changes shall be based on fair rental cost or equivalent rental cost of owned equipment. Such costs will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on actual rental and transportation invoices but shall not exceed the rental rates listed for such equipment in the State of California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed. City-operated equipment rates shall not exceed the rates in the aforesaid Rental Rate publication plus the labor costs as provided in this section.
2. The aforesaid rental rates shall be deemed to include the cost of fuel, power, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, labor except for construction equipment operators and any and all costs to the subcontractor incidental to the use of such construction equipment. All equipment must be in good working condition and suitable for the purpose for which it is to be used, as judged solely by the Construction Manager. Rental time will not be allowed while equipment is inoperative due to breakdowns.
3. Compensation for idle time of equipment through delays caused by the City will be made consistent with Section 8-1.09, Right of Way Delays, of the Caltrans Standard Specifications.
4. Small Tools. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, are considered to be small tools and no rental payment will be made unless it can be demonstrated that the particular item is needed and purchased by the subcontractor solely for the completion of the Change Order work.
5. The rental time to be paid for equipment used to complete change order and force account work will be the time the equipment is in operation on the change order or force account work being performed or an approved outside rental rate from an equipment rental company provided such rental rate was approved by the Construction Manager prior to the equipment's transportation to the project for use in the change order or force account work.
6. For equipment not already on the project site to complete other portions of the Work,

loading and transporting costs will be allowed for equipment approved by the Construction Manager to complete change order or force account work. The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers in the area. The cost of transporting equipment shall not exceed the applicable minimum established rates of the California Department of Transportation.

D. Special Services used by Subcontractor

When the Construction Manager and the Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of a subcontractor, service or extra Work item may be performed by a specialist. These types of services will be paid based on current market rates, subject to Construction Manager approval, which approval will not unreasonably be withheld.

9.6.3 Allowable Mark-Ups - Contractor

The Contractor's allowed mark-ups are found in Exhibit C Guaranteed Maximum Price, Cost of Work and Fees.

9.6.4 Allowable Mark-Ups – Contractor's Subcontractor(s)

The subcontractors shall be entitled to compensation for indirect field and home office overhead costs, and profit for Change Order work. This compensation shall be in the form of markup percentages applied to the direct cost of the Change Order increase or decrease of work, as further described below. The maximum markup which will be allowed for the subcontractor's combined overhead and profit will be:

- A. For work by its own organization, the subcontractor may add up to the following percentages:
 - Direct Field Labor: 15 percent
 - Materials: 10 percent
 - Equipment (owned or rented): 10 percent
 - Special Services: 5 percent
- B. For all such work done by sub-tier-subcontractors, such sub-subcontractors may add the same percentages as the subcontractor as listed in (9.6.4.A) above to its actual net increase in costs for combined overhead and profit. The subcontractor may then add up to five percent (5%) of the sub-subcontractor's total for its combined overhead and profit. No additional mark-ups will be allowed for further tier-ed subcontracts below a sub-subcontractor.
- C. When both additional and deleted work are involved in any one change order, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. For Change Order work which results in a net decrease in cost a minimum of five percent (5%) markup shall be added by the subcontractor to the sum of the direct labor, materials and equipment as a deduction for overhead, profit, and reduction in bond and insurance. The subcontractor shall not be entitled to nor claim for anticipated profits on work that has been omitted.
- D. To the total of the subcontractor's actual costs and fees allowed herein under, not more than two percent (2%) shall be added for additional bonds, if bonds were required by the Contractor. The compensable percentage for the subcontractor's bonds shall be based on the subcontractor's actual bond costs, as substantiated through documentation formally submitted to the Construction Manager.

- E. The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, small tools, incidentals and any other general expenses. The above fixed fees represent the maximum limits which will be allowed, and they include, but are not limited, to the subcontractors' indirect field and home office expenses and all other costs for cost proposal preparation, schedule analysis and preparation, operation and maintenance manual documentation, and record documents and change order administration.

9.6.5 Materials On Order at Time of Change Order

If acceptable material is ordered by the subcontractor for the deleted work prior to the date of notification of such deletion by the Construction Manager, and if orders for such material cannot be canceled, the subcontractor will be paid at the actual cost. In such case, the material paid for shall become the property of the City and City will pay for the actual cost of any further handling. If the material is returnable to the vendor, and if the Construction Manager so directs, the material shall be returned and the subcontractor will be paid for the actual costs of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for by the City.

9.6.6 Disallowed Costs in Change Order and Force Account Work

Disallowed subcontractor costs in Change Orders include, but are not limited to:

- A. Interest cost of any type other than those mandated by statute;
- B. Change Order preparation and review costs;
- C. Meetings related to Change Orders;
- D. Schedule preparation costs;
- E. Submittal preparation costs;
- F. Accounting and Invoicing costs related to Change Orders;
- G. Developing and/or updating as-built drawings.

9.7 Change Orders on Account of Contingencies

With respect to Change Orders which are attributable to the following contingencies, the GMP shall be adjusted (increased or decreased) by the following **"Contingency Costs,"** consisting of the following:

9.7.1 Taxes

With respect to new, increases, or decreases in taxes arising after the date of this Agreement (other than taxes assessed based on the income of CONTRACTOR), the Change Order shall consist of the incremental amount of such new, increased or decreased taxes only.

9.7.2 Permit Fees

With respect to increases or decreases in fees for permits or other governmental certificates or instruments arising after the date of this Agreement, the Change Order shall consist of the incremental amount of such increases or decreases. To the extent this Agreement states that a permit or certificate is not required and CONTRACTOR is later required to procure such permit or certificate, all out-of-pocket costs reasonably associated therewith shall be included in the Change Order

9.8 Change Orders on Account of Excusable Delays

9.8.1 Construction Delay Costs

With respect to Change Orders, which are attributable to Excusable Delays, and subject to the exceptions set forth in Article 9.8.2 below, the GMP shall be increased by the following “Delay Costs”:

- A. Increased allowable labor costs resulting from wage increases paid due to the delay;
- B. Premiums for overtime and extra shifts incurred in accelerating the Work, but only if acceleration is required in advance by CITY;
- C. Additional general conditions costs which would not have been incurred but for the delay (itemized, and not based on a formula allocation);
- D. Demobilization and remobilization costs; and
- E. Additional items of Cost of the Work attributable to the Excusable Delay and which would not have been incurred but for the Excusable Delay.

9.8.2 Exceptions

With respect to the Excusable Delays described in Article 7.4.2, the following exceptions to the cost provisions of Article 9.8.1 above shall apply:

- A. Failure or inability of CITY to make available any or all of the Site in accordance with the requirements of the Schedule is not a compensable delay if such Excusable Delay occurs prior to the commencement of the Construction Work.
- B. Failure or inability of CITY or CONTRACTOR to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority; is not a compensable delay if such Excusable Delay occurs prior to the commencement of the Construction Work.
- C. Changes in Applicable Laws. Additional compensation shall only be paid if the change in Applicable Law is not a change in law of general application (e.g., CAL/OSHA), but is a change in law specifically affecting the Project.

9.9 Change Orders on Account of Differing Site Conditions

If CONTRACTOR encounters conditions described in Article 7.3.3-Excusable Delays, in addition to the increase in the GMP on account of delay costs incurred by CONTRACTOR (as described in Section 9.8.1), the GMP shall also be increased by the additional Cost of the Work attributable to such conditions which would not have been incurred but for such conditions.

9.10 Cost Pricing Data and Access To Records

- A. All cost and pricing data submitted by the Contractor with respect to any change, prospective or executed, or any claim for extra compensation shall be a true, complete, accurate and current representation of actual cost and pricing of the work. The Construction Manager may require a formal certification as to cost and pricing data submitted by the Contractor.

- B. The Construction Manager shall have access to the records of Contractor and Subcontractors as provided in Article 8.18-Audits and Access to Records.

9.11 Time Extensions on Account of Change Orders.

CONTRACTOR shall be entitled to a time extension in connection with any Change Order to the extent its time of performance is extended due to such Change Order. CONTRACTOR shall present to CITY a CPM analysis showing how the Change Order affects the critical path of the Work.

9.12 Force Majeure

There shall be no additional compensation to CONTRACTOR on account of Force Majeure.

ARTICLE 10 - CORRECTION OF WORK

10.1 Correction of Work Prior to Completion

Prior to the date of Final Completion, CONTRACTOR shall correct Work which (a) CITY reasonably rejects as being defective or nonconforming to the requirements of the Contract Documents in a written notice delivered to CONTRACTOR or (b) CONTRACTOR recognizes is defective or nonconforming to the Contract Documents. If other portions of the Work are adversely affected by or are damaged by such defective Work, CONTRACTOR shall also correct, repair or replace such affected or damaged Work, as well as any other property of CITY or others damaged by such defective or nonconforming Work. Prior to the date of Final Completion, the cost of correcting any damaged or defective work shall be paid as a Cost of the Work.

10.2 Correction of Work After Completion

For defects identified by CITY and for which CITY has notified CONTRACTOR within a period of twelve (12) months after the date of Final Completion, or within such longer period as may be provided by special warranties contained in the Contract Documents, CONTRACTOR shall re-execute, correct, repair or replace all Work found to be defective or nonconforming to the Contract Documents (whether arising from a construction defect, error, omission or deficiency). If other portions of the Work are adversely affected by or damaged by such defective Work, CONTRACTOR shall also correct, repair or replace such affected or damaged Work, as well as any other property of CITY or others damaged by such defective or nonconforming Work.

10.3 Acceptance of Nonconforming Work

If CITY prefers to accept Work, which is not in accordance with the requirements of the Contract Documents, CITY may do so instead of requiring its removal and correction, in which case the GMP will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

10.4 No Effect on Limitations

Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations, which CONTRACTOR may have under the Contract Documents.

ARTICLE 11 - INSURANCE AND BONDS; INDEMNIFICATION

11.1 Insurance to be provided by CONTRACTOR

CONTRACTOR shall, at all times, maintain in full force and effect at a minimum the insurance required by this section; and CONTRACTOR shall not allow any subcontractor to commence Work until similar insurance required of the subcontractor has been obtained and filed.

11.2 Evidence of Coverage

CONTRACTOR shall, at all times, maintain in full force and effect at a minimum the insurance required by this section; and 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 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.

11.3 Qualifying Insurers

With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies 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.

11.4 Summary of Insurance Requirements

Commercial General Liability, automobile liability, and worker's compensation insurance shall be maintained as shown in the table below.

Table 1: Summary of Insurance Required

Coverage	Limits
Commercial General Liability Minor Construction Projects (Projects under \$1,000,000)	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Commercial General Liability Major Construction Projects (Projects over \$1,000,000)	\$5,000,000 each occurrence \$10,000,000 aggregate Personal Injury: \$5,000,000 each occurrence \$10,000,000 aggregate

Coverage	Limits
Comprehensive Automobile Liability For bodily injury (including death) and property damage which provides	Total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles
Statutory Workers' Compensation and Employer's Liability Insurance	Limits of not less than One Million Dollars (\$1,000,000) per occurrence.
Builder's Risk/Course of Construction Insurance	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
Contractor's Pollution Liability Insurance	Combined Single Limit for each occurrence: \$2,000,000 General Aggregate: \$2,000,000
Professional Liability Submittals prepared by licensed California Engineer	Limit per claim of at least \$2,000,000, and a \$4,000,000 in the aggregate for errors and omissions.

11.5 Commercial General Liability.

11.5.1 Coverage or Endorsements

The Commercial General Liability policy shall include coverage or endorsements for:

- A. Completed operations.
- B. Losses related to independent contractors, products and equipment.
- C. Explosion, collapse and underground hazards.

11.5.2 Copies to be Provided

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 insured (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 Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the CITY of Roseville, its officers, agents, employees, and volunteers.
- B. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.
- 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 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. CONTRACTOR shall furnish a certificate for the period covered.

11.5.3 Claims Made Coverage – Special Notice

SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a “claims made” basis. The Certificate of Insurance must clearly provide that the coverage is on an “occurrence” basis.

11.6 Comprehensive Automobile Liability

Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.

11.7 Statutory Workers' Compensation and Employer's Liability Insurance

Statutory Workers' Compensation and Employer's Liability Insurance, including a waiver of subrogation endorsement and a Broad Form “All-States” Endorsement for all employees engaged in services or operations under the Contract. The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the worker's compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of CITY, its officers, agents, employees, and volunteers.

11.8 Builder's Risk/Course of Construction Insurance

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. 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 CITY as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with 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.

11.9 Contractor's Pollution Liability Insurance

Contractor's Pollution Liability Insurance. The Contractor shall obtain Pollution Liability Insurance. This insurance shall be written in comprehensive form either as a separate policy or as an endorsement to Contractor's general liability coverage and shall cover liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of any Work to be performed under the Agreement, including liability for and defense of lawsuits and regulatory actions. Coverage shall be provided for both Work performed on Site, as well as during the transport of hazardous materials. Coverage shall apply to sudden as well as gradual pollution conditions, including without limitation conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. The liability limits shall be not less than:

- Combined Single Limit for each occurrence: \$2,000,000.
- General Aggregate: \$2,000,000.

If the coverage required is written on a claims-made coverage form:

- The retroactive date must be shown, and this date must be before the award date of the Agreement.
- Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after final payment.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement award date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after Final Payment.
- A copy of the claims reporting requirements must be submitted to the City for review.

11.10 Professional Liability Insurance

All submittals required of the Contractor which are to be prepared by a licensed California engineer shall be prepared only by a licensed engineer who is covered by a professional liability insurance policy issued by a California-admitted carrier or a carrier authorized to do business in California with a Best's rating of A-: VII or better, with an limit per claim of at least \$2,000,000, and a \$4,000,000 in the aggregate for errors and omissions. Such insurance shall be maintained in effect by said engineer at all times while performing Work on the Project and for at least three (3) years after Final Completion of the Project. Contractor shall submit an insurance certificate for such engineer prior to beginning Work for approval by the City.

11.11 Other Insurance Provisions.

- A. The requirements of the Contract Conditions as to types and limits of insurance coverage to be maintained by CONTRACTOR, and any approval of insurance by CITY, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude CITY from taking any other action available to it under any other provision of the Contract or law.
- B. CITY acknowledges that some insurance requirements contained in the Contract Conditions may be fulfilled by self-insurance on the part of 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 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. 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, CONTRACTOR shall require its subcontractors to agree to be bound to CONTRACTOR and CITY in the same manner and to the same extent as CONTRACTOR is bound to CITY under this Contract. Additionally, CONTRACTOR shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY’S indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, CONTRACTOR may insure subcontractor(s) under its own policy.
- D. 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 CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of 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. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible.
- 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 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. In the event CONTRACTOR retains the Architect/Engineer, CONTRACTOR shall require its Architect/Engineer to provide professional liability (errors and omissions) insurance (certificate and additional insured endorsement) in the amount of \$2,000,000.
- G. CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

11.12 Payment, Performance and Warranty Bonds

CONTRACTOR shall furnish and deliver to CITY Performance, Labor & Materials, and Warranty Bonds issued by a surety prior to, and as a condition precedent to, commencement of the Construction Work on the Site; provided, however, the Warranty Bond shall be waived if such bond is not required pursuant to CITY’S request for proposals for the Project. The Labor & Materials and Performance Bonds shall be in

a penal sum equal to one hundred percent (100%) of the GMP, and the Warranty Bond shall be in the penal sum equal to ten percent (10%) of the GMP. All bonds shall be in the form as set forth in Exhibit G hereto. All premiums for the Performance, Labor & Materials, and Warranty Bonds shall be a Cost of the Work. CITY shall have the right to withhold any payment(s) under this Agreement until CONTRACTOR has fully complied with this sub-section.

Table 2: Summary of Bonding Requirements

Bond Type	Requirement
Performance	100% of the Total Contract Price
Labor and Materials	100% of the Total Contract Price
Warranty	One year following the date of Final Completion Penal sum equal to ten percent (10%) of the GMP

11.13 Indemnification

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless, CITY, its officers, employees, agents, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses, expenses or other liabilities of every type and description, including reasonable attorney fees, to which they may be subjected or put, by reason of, or resulting from, the performance of the Work, whether upon or off the Work, including the loss of use thereof, that is caused in whole or in part by willful or reckless misconduct and/or any negligent or wrongful act or omission of CONTRACTOR, any Subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder, except for such claims arising from the sole or active negligence of CITY. The parties intend that this provision shall be broadly construed.

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

ARTICLE 12 - SAFETY: PROTECTION OF PERSONS AND PROPERTY

12.1 Contractor's Responsibility for Site Safety

It is the intent of the parties that CITY is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted fabrication and construction practices and all applicable Laws and Standards and Codes, CONTRACTOR shall have the authority and be solely and completely responsible for the safety of all property utilized and all persons performing under this Agreement. Moreover, the CONTRACTOR shall be the controlling employer and has the authority and responsibility to enforce safety for all fabrication, construction work, and Work performed under this Agreement.

The services of CITY'S contract administrator, if any, in conducting a review of CONTRACTOR's performance under this Agreement is not intended to include a review of the adequacy of CONTRACTOR's work methods, equipment or safety measures. If CITY and/or its contract administrator observes a safety violation related to the CONTRACTOR's performance under this

Agreement, then CITY and/or its contract administrator will report the violation to the CONTRACTOR who is then responsible for assuring the violation is abated.

- A. CONTRACTOR shall be responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with the Work, and shall also comply with any and all insurance carrier-mandated safety requirements and programs.
- B. CONTRACTOR is hereby informed that work on this Project could be hazardous. CONTRACTOR shall carefully instruct all personnel performing under this Agreement 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.
- C. All Equipment, Work and materials provided under this Agreement shall be in strict accordance with all applicable Laws and Standards and Codes, and attention is drawn to the requirements of CAL/OSHA.
- D. CONTRACTOR shall perform under this Agreement so as not to expose personnel to, or to discharge into the atmosphere from any materials brought to the Site by CONTRACTOR, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of applicable Laws and Standards and Codes.
- E. The Contractor shall indemnify, defend and hold CITY and Construction Manager, Engineer, Funding Agencies and their respective officers, officials, employees, agents and volunteers or other authorized representatives harmless to the full extent permitted by law concerning liability related to the Contractor's safety obligations in accordance with Article 11.14-Indemnification.
- F. If death or serious injuries or serious damages occur, the accident shall be reported immediately by telephone or messenger to both the Construction Manager and the CITY. In addition, the Contractor shall furnish the Construction Manager with a copy of the Employer's Report of Injury immediately following any incident requiring the filing of said report during the prosecution of the Work under this Agreement. The Contractor shall also furnish the Construction Manager with a copy of the Employer's Report of Injury involving any subcontractors on this Project. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the Work being performed under this Agreement.
- G. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Construction Manager, giving full details of the claim.

12.2 Safety Program

The Contractor shall establish, implement, and maintain a written injury prevention program as required by Labor Code Section 6401.7. Before beginning the Work, the Contractor shall file with the Construction Manager a written Contractor Safety Program that provides for the implementation of all of the Contractor's safety responsibilities in connection with the Work at the Site and the coordination of that program and its associated procedures and precautions with safety programs, precautions and procedures of each of its subcontractors and other Contractors performing work at the Site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety programs, precautions, and procedures in connection with the Work and for coordinating its programs, precautions, and procedures of the other contractors and subcontractors

performing the Work at the Site. The Safety Program should contain all the necessary elements for the Contractor to administer its program on the Site

The Contractor's compliance with requirements for safety and/or the Construction Manager's acceptance for filing of the Contractor's Safety Program shall not relieve or decrease the liability of the Contractor for safety. The Construction Manager's review of the Contractor's Safety Program is only to determine if the above listed elements are included in the program. The Contractor's completion of review of the Safety Program does not confirm adequacy of the Program to protect workers. The Contractor is solely responsible to determine adequacy of the program to protect workers per the applicable Labor Code Section.

12.3 Safety Supervisor

The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Construction Manager in writing prior to the commencement of work of the name of the person who will act as the Contractor's safety supervisor and furnish the safety supervisor's resume to the Construction Manager.

The Contractor will, through and with its Safety Supervisor, ensure that all of its employees and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Supervisor shall be a full-time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the Site and for developing and implementing safety training classes for all job personnel. The CITY shall have the authority to require removal of the Contractor's Safety Supervisor if the representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the CITY to ensure the Contractor performs its work safely.

12.4 Applicable Laws

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection.

12.5 Safety Notices

In connection with the performance of the Work, CONTRACTOR shall provide notices and comply with all Applicable Laws bearing on the safety of persons and property and their protection from damage, injury or loss. The Contractor shall notify owners of adjacent property and of underground facilities and utility districts when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

12.6 Reasonable Precautions

CONTRACTOR shall take all precautions and implement all safety measures and requirements imposed by any Applicable Law. Without limiting the generality of the foregoing, CONTRACTOR shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to:

- A. Employees on the Work and other persons who may be affected thereby;
- B. The Work and materials and equipment to be incorporated therein, whether in storage on or off the Site under care, custody or control of CONTRACTOR; and

- C. Other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Construction Work.

12.7 Specific Precautions

12.7.1 Confined Spaces

The Project requires work in confined spaces and requires compliance with CAL/OSHA and Federal OSHA requirements. Confined spaces for the purposes of this article shall be as defined by the Division of Industrial Safety. Work within confined spaces of this Project is subject to the definitions and applicable provisions of Section 5156 et seq., Title 8, Division 1, Chapter 4, Subchapter 7, Group 16, Article 108 of California Code of Regulations, and Title 29 Part 1926 of the Code of Federal Regulations.

In addition, the CITY classifies the following existing facilities as confined space: the interior of pipelines, vaults, manholes, reservoirs and any other such structure or space which is similarly surrounded by confining surfaces as to permit the accumulation of dangerous gases or vapors. The confined spaces are “permit” confined spaces as defined by OSHA and CAL/OSHA and therefore entry is allowed only through compliance with a confined space entry permit program by the Contractor that meets the requirements of 8 C.C.R. Section 5157. While the above-mentioned locations have been identified as permit confined spaces, other permit confined spaces may exist. It shall be the responsibility of the Contractor to identify and classify these confined spaces.

It is anticipated that the Contractor may encounter hazardous conditions within these permit confined spaces which include, but are not limited to the following:

- A. Exposure to hydrogen sulfide, methane, carbon dioxide and other gases and vapors commonly found in municipal sewers which could have or has the potential of having Immediate Danger to Life or Health Conditions (IDLH).
- B. Exposure to atmosphere containing insufficient oxygen to support human life.
- C. Exposure to combustible, flammable and/or explosive atmosphere.
- D. Exposure to sewage which may contain bacteriological, chemical and other constituents harmful to humans.
- E. Work in conditions where engulfment or entrapment may occur.
- F. Work in environments which may be slippery and/or have uneven work surfaces.
- G. Work in structures where workers may trip, slip and/or fall several feet.
- H. Exposure to an oxygen enriched environment.

12.7.2 Excavation Safety

- A. Section 6705. In accordance with the provisions of Section 6705 of the Labor Code, the Contractor shall submit, in advance of excavation of any trench or trenches five feet or more in depth, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plans vary from the shoring system standards set forth in the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plans shall be

prepared and signed by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Agreement for completion of the Work as set forth in the Contract Documents. Nothing in this article shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this article shall be construed to impose a tort liability on the CITY, the Engineer, the Construction Manager, nor any of their officers, officials, employees, agents, consultants or volunteers. The CITY'S review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

- B. Section 6707. Pursuant to the provisions of California Labor Code Section 6707, each Proposal submitted in response to this RFBP shall contain, as a separate cost item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb in trenches and open excavation, exceeding five (5) feet, which shall conform to applicable safety orders. By entering an amount for this cost item below, the Proposer warrants that its action does not convey tort liability to the City, the Engineer, the Construction Manager, the Funding Agencies and their respective officers, employees, agents, and subconsultants.

12.7.1 Equipment Safety Provisions

The completed Work shall include the specified permanent safety devices, such as machinery guards and similar safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work, including CITY-selected equipment, subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. All equipment furnished shall be grounded and provided guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. The Contractor shall notify all equipment suppliers and subcontractors of the provisions of this paragraph.

12.7.1 Use of Explosives

Use of explosives is prohibited, unless approved in advance in writing by CITY. CITY may impose reasonable conditions on the use of explosives.

12.7.1 Loading Capacity

The Contractor shall determine safe loading capacities and shall not overload any structure, building, pipe or other existing facility beyond its safe capacity during construction. In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin and protect as may be necessary all foundations and other parts of all existing structures, facilities and improvements on the Site or adjacent to the Site which are in any way affected by the Contractor's excavations or other operations connected with the Work. Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Contractor shall notify the Construction Manager to discuss responsibilities for properly notifying the owners/occupants of adjacent land and the protective measures

taken by the Contractor. Upon request of the Construction Manager, the Contractor shall meet with the recipient of any notice or attend local public meetings as proper public outreach on local impacts caused by completion of the Work should be communicated to any parties that may be affected prior to commencing any work.

12.8 Safety Violations

Should the Contractor fail to correct an unsafe condition, the CITY shall have the right to notify the Contractor through the Construction Manager that an unsafe condition may exist and must be corrected or the Work in question can be stopped in accordance with Article 4.6, CITY's Right to Stop the Work, until the condition is corrected to the satisfaction of the CITY. No extension of time or additional compensation will be granted as a result of any stop order so issued. The notification and suspension of such Work or the failure to provide such notification and suspension by the CITY shall not relieve the Contractor of its sole responsibility and liability for safety and the correction of any unsafe conditions.

The CITY shall have the authority to require the removal from the Project of any worker and the foreman and/or superintendent in responsible charge of the work where safety violations occur. The CITY also delegates such authority to the Construction Manager as well.

12.9 Public Safety and Convenience

The Contractor shall conduct its work so as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Construction Manager and the written approval by the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

12.10 Emergencies

In an emergency affecting the safety of persons or property, CONTRACTOR shall act, at CONTRACTOR's discretion, to prevent threatened damage, injury or loss. Additional costs or extensions of time caused by CONTRACTOR on account of an emergency not caused by the fault or neglect of CONTRACTOR shall be determined as provided in Article 9.8-Change Orders on Account of Excusable Delay.

12.11 Safeguards

CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying CITY and users of adjacent sites and utilities, and shall comply fully with the requirements of CAL/OSHA.

12.12 Security

CONTRACTOR shall take any and all precautions that may be reasonably necessary to render all portions of the Work, the Site and any adjacent areas affected by the Work secure in all material respects, to decrease the likelihood of accidents, and to avoid vandalism and other contingencies which are liable to delay the Work or give rise to claims or liabilities. CONTRACTOR shall furnish and install all

necessary facilities to provide safe means of access to all points where Work is being performed. CONTRACTOR shall take all precautions and measures as may be reasonably necessary to secure the Project at all hours, including evenings, holidays and non-work hours. Such precautions may include provision of security guards.

12.13 Damage to Property at the Site

CONTRACTOR shall be responsible for any and all damage or loss to property at the Site, except to the extent caused by the acts or omissions of CITY or its representatives, agents or employees. The costs and expenses incurred by CONTRACTOR under this Article shall be paid as a Cost of the Work to the extent that such costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductibles. If such damage or loss is caused by CONTRACTOR, payment of such costs as Cost of the Work shall be limited by the provisions of Article 2.19.4 hereof.

12.14 Damage to Property of Others

- A. CONTRACTOR shall avoid damage, as a result of CONTRACTOR's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of CITY. CONTRACTOR shall repair any such damage caused by the operations of CONTRACTOR, which costs shall be paid as a Cost of the Work to the extent that such costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductible.
- B. Failure of CONTRACTOR to Repair Damage. If CONTRACTOR fails to commence the repair of damage to property as set forth in this Article, and/or diligently pursue such repair, then CITY, after ten (10) Days prior written notice to CONTRACTOR (provided CONTRACTOR has not commenced such repair during such ten (10) Day period), may elect to repair such damages with its own forces and to deduct from payments due or to become due to CONTRACTOR amounts paid or incurred by CITY in correcting such damage.

12.15 Remedy of Damage

CONTRACTOR shall promptly remedy damage and loss to property referred to in Article 12.14-Damage to Property of Others (items B and C) caused in whole or in part by CONTRACTOR, or anyone employed by or in control of CONTRACTOR, or any Subcontractor. All costs incurred by CONTRACTOR in connection with its obligations under this Section shall be cost of the Work, but shall not increase the GMP.

ARTICLE 13 - DISPUTES

13.1 Disputes between CITY and CONTRACTOR

In the event of any dispute arising between CITY and CONTRACTOR regarding any part of the Contract or the Contract Documents, or the Parties' obligations or performance thereunder, and subject to any claims presentation requirements set forth in the Contract Documents, either Party may institute the dispute resolution procedures set forth herein. The Parties shall continue performance of their respective obligation hereunder notwithstanding the existence of a dispute.

13.2 Dispute Resolution Procedures

CONTRACTOR must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to CITY by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the Work and will be handled in accordance with the procedures set forth in Section 9204 of the Public Contract Code.

ARTICLE 14 - EVENTS OF DEFAULT AND REMEDIES; TERMINATION

14.1 CONTRACTOR Events of Default

The following shall be considered "CONTRACTOR Events of Default":

- A. If CONTRACTOR fails or neglects to carry out the Work in accordance with the provisions of the Contract Documents, and fails, after seven (7) Days' notice from CITY, to commence a cure to correct such failure or neglect and thereafter diligently pursue such cure to completion;
- B. If CONTRACTOR materially breaches this Agreement and fails, after seven (7) Days' notice from CITY, to commence a cure to correct such breach and thereafter diligently pursue such cure to completion (such breach to include, but not be limited to, failure to make payment to Subcontractors for materials or labor in accordance with the respective agreements between CONTRACTOR and the Subcontractors or violation of Applicable Laws);
- C. If a custodian, trustee or receiver is appointed for CONTRACTOR, or if CONTRACTOR becomes insolvent or bankrupt, is generally not paying its debts as they become due or makes an assignment for the benefit of creditors, or CONTRACTOR causes or suffers an order for relief to be entered with respect to it under applicable bankruptcy law or applies for or consents to the appointment of a custodian, trustee or receiver for CONTRACTOR, or bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against CONTRACTOR, and in any of the foregoing cases such action is not discharged or terminated within sixty (60) Days of its institution.

14.2 Remedies of CITY upon a CONTRACTOR Event of Default.

14.2.1 Termination of Contract

Upon the occurrence of a CONTRACTOR Event of Default, CITY shall have the right to terminate this Contract upon an additional seven (7) Days written notice to CONTRACTOR, provided that CONTRACTOR has not commenced a cure within such seven (7) Day period.

14.2.2 Without prejudice to any other rights or remedies of CITY, CITY may:

- A. Take possession of the Site and of all materials, equipment, tools and construction equipment thereon owned by CONTRACTOR;
- B. Accept assignment of Subcontracts; and

- C. Finish the work by whatever reasonable method CITY may deem expedient.
- D. When CITY terminates the Contract as aforesaid, CONTRACTOR shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the GMP exceeds costs incurred in finishing the Work, such excess shall be paid to CONTRACTOR, up to the amount due CONTRACTOR for work performed prior to termination. If such costs exceed the unpaid balance of the GMP, CONTRACTOR shall pay the difference to CITY.

14.3 Recourse to Payment and Performance Bonds

Upon the occurrence of a CONTRACTOR Event of Default and termination of this Contract by CITY, CITY may call upon the Surety to perform its/their obligations under the Payment and Performance Bonds, if applicable.

14.4 Remedies not Exclusive

Except as otherwise provided in this Agreement, no remedy hereunder is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other available legal or equitable remedy, existing now or hereafter. No delay or omission to exercise any right or power accruing shall impair any such right or power nor shall it be construed to be a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time as often as may be deemed expedient.

14.5 Termination or Suspension for Convenience.

14.5.1 Termination for Convenience.

CITY may, without cause, terminate this Contract, or any portion of Work to be performed hereunder at any time by a notice in writing from CITY to CONTRACTOR for CITY'S convenience. In such case, CITY shall pay to CONTRACTOR all funds due CONTRACTOR for work performed up to the date of termination, plus all demobilization and close-out costs, including, but not limited to, any amounts payable to Subcontractors for early termination, plus reasonable overhead and profit on Work performed. All funds due hereunder, including unpaid Retention, shall be released within thirty (30) Days of termination of the Contract for convenience, subject to any withholding required or authorized by any Applicable Law. In no event shall such amounts owed to CONTRACTOR exceed the GMP.

14.5.2 Suspension for Convenience

CITY may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as CITY may determine. An adjustment shall be made for increases in the cost of performance of the Work, including Fee on the increased cost of performance, caused by the suspension, delay or interruption, in accordance with the Change Order provisions of this Contract. No adjustment shall be made to the extent (1) the performance is, was or would have been so suspended, delayed or interrupted by another cause for which CONTRACTOR is responsible or (2) that an equitable adjustment to the GMP and/or Schedule is made or denied under another provision of this Contract. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage Fee.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 Governing Law

This Contract shall be construed with and governed by the laws of the State of California.

15.2 Successors and Assigns

CITY and CONTRACTOR respectively bind themselves, their partners, shareholders, successors, assigns and legal representatives to the other Party hereto and to shareholders, successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither Party shall assign the Contract without the prior written consent of the other.

15.3 Notice

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

If to CITY:	If to CONTRACTOR:
City of Roseville Attn: City Clerk 311 Vernon Street Roseville, CA 95678	Myers & Sons Construction, LLC Attn: Scott Wolfenberger 45 Morrison Ave Sacramento, CA 95838

Address for Notice may be changed by Notice to the other Party.

15.4 Modifications

No Modifications or Change Orders shall be valid unless in writing and signed by CITY and CONTRACTOR.

15.5 Interpretation

Any and all headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Agreement. Where reference is made in this Agreement to another Contract Document, the reference refers to that provision as amended or supplemented by the other provisions of the Contract Documents. In the event of any conflict between or among the Contract Documents, the provisions of this Agreement shall govern.

15.6 Severability

If any provision of this Agreement is held to be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such holding shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case, or of rendering any other provision herein contained inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof, and they shall otherwise remain in full force and effect.

15.7 Whole Agreement

This Agreement, the Exhibits hereto and the Contract Documents, specifications and Drawings shall constitute the entire agreement between the Parties, and no inducements, considerations, promises or other references shall be implied in this Agreement that are not expressly addressed herein

15.8 Accounting Records

CONTRACTOR shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be reasonably satisfactory to CITY. CITY and CITY'S accountants shall be afforded access to CONTRACTOR's records, books, correspondence, instructions, drawings, receipts, Subcontracts, vouchers, memoranda and other data relating to this Agreement, and CONTRACTOR shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law.

15.9 No Waiver

Neither the inspection by CITY or its agents, nor any order or certificate for payment of money, nor payment for, nor acceptance of the whole or any part of the work by CITY, nor any extensions of time, nor any position taken by CITY or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to CITY or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach.

15.10 CONTRACTOR Shall Assume Risks

Until the Final Completion or acceptance by CITY of all Work under this Contract, the Work shall be under CONTRACTOR's responsible care and charge. CONTRACTOR shall rebuild, repair, restore and make good all injuries, damages, corrections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work, except as otherwise stipulated.

15.11 General Liability of CONTRACTOR

Except as otherwise herein expressly stipulated, CONTRACTOR shall perform all the work and furnish all the labor, materials, tools power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner within the time herein specified. The mention of any specific duty or liability of CONTRACTOR shall not be construed as a limitation or restriction of any general liability or duty of CONTRACTOR and, any reference to any specific duty or liability shall be construed to be the purpose of explanation.

15.12 Attorney's Fees and Venue

If either Party commences any legal action against the other Party arising out of this Agreement or the performance thereof, the prevailing Party 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. To the extent permitted by applicable law, each Party waives any defense that it may have based on lack of *in personam* jurisdiction or *forum nonconveniens*.

15.13 Third Party Beneficiaries

There are no third party beneficiaries to this Agreement.

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 CONTRACTOR has caused this Agreement to be executed.

CITY OF ROSEVILLE,
a municipal corporation:

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

MYERS & SONS CONSTRUCTION, LLC,
a California limited liability company:

BY: _____
its: Clinton W. Myers, president

and

BY: _____
its: Troy J. Peake, C.F.O.

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE

BY: _____
SEAN BIGLEY
Environmental Utilities Director

DESIGN-ASSIST CONSTRUCTION AGREEMENT
BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2
REPLACEMENT PROJECT

75 of 110

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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 September 11, 2025 before me, Bryn Maguire, Notary Public
(insert name and title of the officer)

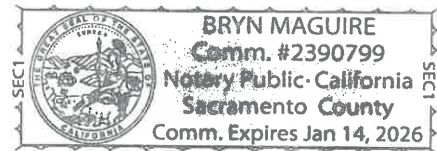
personally appeared Clinton W. Myers,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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)



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)

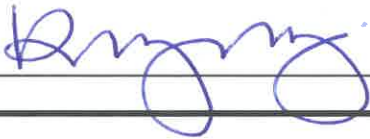
On September 11, 2025 before me, Bryn Maguire, Notary Public
(insert name and title of the officer)

personally appeared Troy J. Peake,
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.

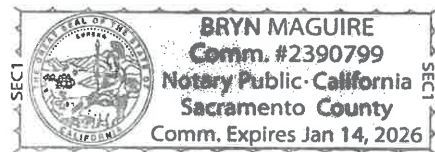
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



LIST OF EXHIBITS

Exhibit A	Contractor's Statement of Pre-Qualification [Not Used]
Exhibit B	Contractor's Technical Proposal
Exhibit C	Guaranteed Maximum Price, Cost of Work, and Fee
Exhibit D	Construction Allowance Items and Amounts
Exhibit E	Hazardous Materials
Exhibit F	In Lieu of Securities Escrow Agreement
Exhibit G	Bond Forms; Performance, Labor & Materials, and Warranty Bonds Note: Warranty Bond requirement may be waived at the option of CITY.
Exhibit H	Completion Times and Liquidated Damages

EXHIBIT A - CONTRACTOR'S STATEMENTS OF PRE-QUALIFICATION (SOPQ)

[NOT USED].

END OF EXHIBIT A

EXHIBIT B - CONTRACTOR'S TECHNICAL PROPOSAL

DESIGN-ASSIST CONSTRUCTION AGREEMENT
BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2
REPLACEMENT PROJECT

PART 1 - TECHNICAL PROPOSAL

DESIGN-ASSIST AND CONSTRUCTION OF:

**BARTON ROAD WTP WASH
WATER RECLAMATION
BASINS 1 AND 2
REPLACEMENT PROJECT**

RFP #08-149



SUBMITTED BY:

Myers & Sons Construction, LLC
June 16, 2025

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COVER LETTER

June 16, 2025

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678
cityclerkroseville@roseville.ca.us

CONTACT PERSON



SCOTT WOLFENBERGER, PROJECT MANAGER
MYERS & SONS CONSTRUCTION, LLC
45 MORRISON AVE., SACRAMENTO, CA 95838
DIRECT: 916-283-9950 | CELL: 916-217-6992
FAX: 916-614-9520
SWOLFENBERGER@MYERS-SONS.COM

RE: RFP #08-149 - DESIGN-ASSIST AND CONSTRUCTION OF BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2 REPLACEMENT PROJECT

Dear Members of the City's Selection Committee,

Myers & Sons Construction, LLC (Myers) is pleased to submit our proposal for the City of Roseville's (City) Design-Assist and Construction of Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project (BRWTP Project). As an industry leader in water and wastewater infrastructure, we understand the complexities of replacing aging basin infrastructure, integrating new mechanical systems, and executing facility improvements while maintaining critical plant operations.

Proven Alternative Delivery Leadership: With \$2.7 billion in alternative delivery experience, Myers brings proven expertise in alternative delivery methods similar to Design-Assist. Our team will integrate seamlessly with the City and Carollo Engineers during the final design phase, applying constructability expertise, value engineering solutions, and comprehensive risk management to optimize project cost and schedule. Our collaborative approach has successfully delivered major treatment facility design-build projects including the City of Napa's Hillcrest and Silverado Highlands Pump Stations Replacement, Lytton's Water Treatment Plant and Wastewater Treatment Plant, and Modesto's North Valley Regional Recycled Water Program.

Established Partnership with Carollo Engineers: Myers has forged a proven partnership with Carollo Engineers through successful collaboration on multiple California treatment facility projects exceeding \$75 million in combined value. Our joint project experience includes American Valley WWTP Improvements, Richmond Sodium Bisulfite Facility Improvements, Petaluma Biomass to Biofuel conversion, and Woodland ASR Wells projects. This established relationship eliminates team formation challenges and ensures seamless integrated delivery from day one.

Specialized Expertise: Our key personnel bring specialized expertise directly applicable to the BRWTP Project, including reinforced concrete basin construction and rehabilitation, mechanical system integration with sludge pumps and collection drives, electrical and instrumentation installation in treatment facilities, constructability optimization for underground utility and piping systems, and minimizing operational disruptions during active facility construction.

Project/Preconstruction Manager [Scott Wolfenberger](#) brings 22 years of heavy civil construction and project management experience, having successfully managed \$1.2 billion in water/wastewater projects including 11 alternative delivery projects. General Superintendent [Nick Baer](#) contributes 22 years of construction experience with a proven track record of successful treatment plant expansion projects, ensuring the specialized leadership necessary for seamless project execution within the active BRWTP facility. EI&C Manager [Mark Feranil](#) with Telstar Instruments brings 12 years of specialized water/wastewater electrical and I&C experience, including direct experience with the City of Roseville at the BRWTP and other City treatment plants.

Alignment with City Objectives: Myers's approach directly supports the City's three strategic objectives: (1) streamlining construction through collaborative Design-Assist teaming between Myers, Carollo Engineers, and City staff; (2) prioritizing procurement of long lead critical process and electrical components, such as motors, VFDs, breakers, instrumentation, cables, and conduits, to minimize schedule impacts; and (3) minimizing plant shutdowns through careful construction sequencing and operational coordination.

Myers will perform all services and adhere to the requirements described in this RFP. We acknowledge the following addenda: Addendum #1 (May 28, 2025), Addendum #2 (June 4, 2025).

Sincerely,

Clinton Myers, President / Principal-In-Charge
Myers & Sons Construction, LLC





TAB A

FIRM'S QUALIFICATIONS



TAB A

FIRM'S QUALIFICATIONS

Since establishing our Sacramento headquarters in 1977, Myers has built a team of over 300 local construction professionals who have successfully completed more than 40 water and wastewater projects throughout California. Additionally, we have delivered \$2.7 billion in alternative delivery projects nationwide since 2013. Our five decades of experience reflect a proven track record of delivering high-quality projects on time and on budget, with specialized expertise in treatment plant infrastructure and facility construction that directly aligns with the BRWTP Project requirements.

Myers' comprehensive design-assist capabilities position us as the ideal partner for this critical infrastructure project. Our lean, local team integrates design-assist collaboration, constructability reviews, value engineering, and proactive risk management throughout the design development process.

We excel at working within active treatment facilities while maintaining operational continuity—a critical requirement for the BRWTP Project—and our ability to self-perform the majority of work maximizes budget efficiency. We deliver proven expertise in early procurement strategies for long-lead electrical equipment, phased construction sequencing to minimize operational disruptions, and seamless coordination between design teams and facility operators.

Myers brings the financial capacity (\$300 million average annual revenue, \$750 million bonding capacity – see surety letter in *Appendix A*) and unwavering commitment to stand by the City of Roseville throughout the project lifecycle with innovative solutions and complete accountability.

MYERS'S SCOPE OF SERVICES

Design-Assist Services: Myers will provide comprehensive preconstruction and construction collaboration services with the City and Carollo Engineers. Our design-assist scope includes conducting constructability reviews, developing cost-effective alternative solutions, creating integrated construction schedules, and leading collaborative planning sessions to minimize operational disruptions. We will execute early procurement strategies for long lead time equipment, optimize site logistics, and participate in design coordination meetings to ensure delivery of a complete, operational facility within the Guaranteed Maximum Price.

Construction Services: Myers will self-perform the majority of the BRWTP Project scope to ensure optimal schedule control and cost certainty. Our comprehensive construction services include project administration, selective demolition and excavation, underground piping installation, construction of reinforced concrete wash water reclamation basins, mechanical and electrical systems installation, and complete start-up/commissioning services.

Throughout construction, we will provide ongoing value engineering, manage third-party testing coordination, facilitate regular progress meetings, maintain project documentation through Procore, and serve as the primary interface between City departments and construction activities while maintaining direct accountability for project delivery.

SUB-CONTRACTOR SCOPE OF SERVICES

Myers will use the following subcontractors to supplement our project team. Qualifications for these subcontractors are included in Tab C. Myers will manage all subcontractors and hold them to the Myers standards of quality, safety, and performance excellence throughout the BRWTP Project duration.

- ♦ **Electrical and I&C:** Telstar Instruments
- ♦ **Rebar:** Camblin Steel

MYERS BY THE NUMBERS

\$2.7B IN ALTERNATIVE DELIVERY PROJECTS

28 ALTERNATIVE DELIVERY PROJECTS IN CALIFORNIA

97 SAFETY, PROJECT EXCELLENCE, & PARTNERING AWARDS

40+ WATER & WASTEWATER FACILITY PROJECTS IN CALIFORNIA

300+ LOCAL CALIFORNIA STAFF





FIRM ORGANIZATION

Myers has demonstrated consistent organizational growth and capacity over the past five years, expanding our workforce to meet increasing project demands while maintaining specialized expertise across our three core construction divisions: roadway, structures, and waterworks. This page provides an overview of our firm organization and an analysis of our workforce growth over the past five years.

KEY GROWTH TRENDS:

- ◆ **Organizational Growth:** 17% workforce increase from 2021 to 2024, demonstrating successful business expansion and market capture
- ◆ **Strong Field Workforce:** 200+ craft workers provide substantial hands-on construction capacity for multiple concurrent projects
- ◆ **Adequate Management Structure:** 80+ administrative and management staff ensure proper project oversight and operations
- ◆ **Proven Stability:** Consistent workforce composition and growth over five years

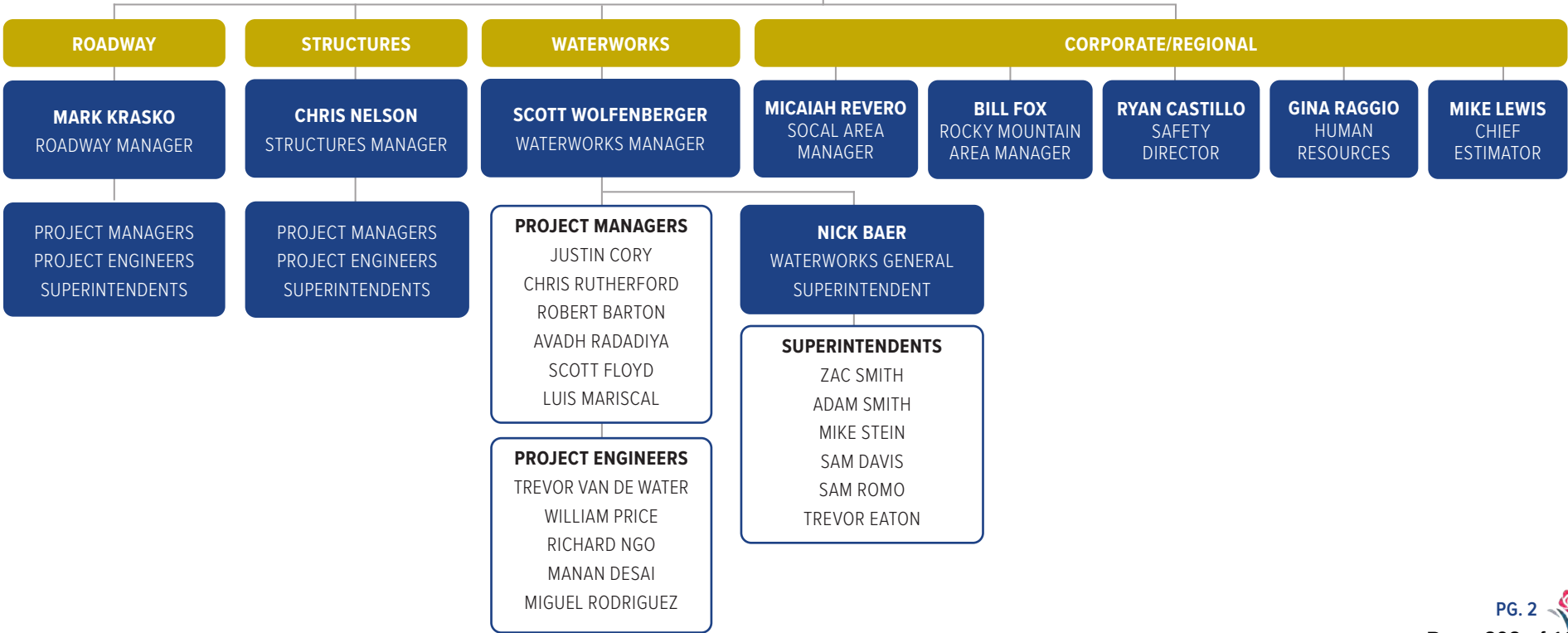
MYERS'S 5-YEAR STAFFING ANALYSIS

YEAR	CRAFT WORKERS (HOURLY EMPLOYEES)	ADMIN/MGMT. (SALARY EMPLOYEES)	TOTAL EMPLOYEES
2020	206	64	270
2021	186	76	262
2022	205	76	281
2023	222	83	305
2024	251	86	337



CLINTON MYERS
PRESIDENT

KURTIS FRAILEY
VICE PRESIDENT





TAB B

FIRM'S EXPERIENCE AND REFERENCES

TAB B

FIRM'S EXPERIENCE AND REFERENCES

SUMMARY OF EXPERIENCE PROVIDING SIMILAR SERVICES

Myers brings extensive experience delivering water and wastewater infrastructure projects that directly align with the BRWTP Project scope and operational requirements. Our portfolio demonstrates proven capabilities in constructing treatment facility infrastructure, underground piping systems, and electrical installations while maintaining continuous plant operations. We have successfully completed water treatment plant projects, wastewater treatment facility upgrades, and comprehensive pipeline installations that required careful coordination with active facility operations and integration with existing infrastructure systems.



YOUR TRUSTED CALIFORNIA WATER PARTNER

Myers has delivered 44 water infrastructure projects totaling \$432M+ across California, with 75% concentrated in Northern California. As a local California contractor, we specialize in water and wastewater treatment facility upgrades, bringing deep regional expertise and proven performance to every project.

MAINTAINING PLANT OPERATIONS

Our demonstrated strength lies in executing complex construction projects within active treatment facilities without disrupting critical operations. At facilities like American Valley Community Services District WWTP and Las Gallinas Valley Sanitary District Secondary Treatment Plant, we have implemented carefully planned construction sequencing strategies, coordinated closely with facility operators, and employed phased construction approaches to prioritize critical infrastructure while minimizing operational impacts. These projects required expertise in concrete placement, mechanical and electrical systems installation, underground utility coordination, and comprehensive testing protocols—all while maintaining essential services and meeting strict operational continuity requirements similar to those expected for the BRWTP Project.

ALTERNATIVE DELIVERY LEADERS

Myers brings proven expertise from 33 successful alternative delivery projects totaling \$2.7 billion, including 28 projects in California. Our comprehensive approach creates transparent cost models, proactively identifies and mitigates risks, and fosters seamless collaboration between owner, engineer, and contractor through early contractor involvement and integrated value engineering. Notable design-build/PDB projects include the City of Napa's Hillcrest and Silverado Highlands Pump Stations Replacement, Lytton's WTP/WWTP, and Modesto's North Valley Regional Recycled Water Program.



Myers & Sons has exhibited skill, quality, and responsiveness throughout the preconstruction and design process. Based on my experience in working with them, it is without reservation that I would recommend Myers & Sons be considered for any construction process that you may be pursuing.



—WILLIAM ASH, PE, Former Associate Civil Engineer, City of Napa (now with Vallejo Flood & Wastewater District), Hillcrest and Silverado Highlands Pump Stations Replacement Design-Build



EXPERIENCE WITH CAROLLO

Myers has established a strong partnership with Carollo Engineers through successful collaboration on multiple California treatment facility projects exceeding \$75 million in combined value. Our joint project portfolio includes:

- ◆ American Valley WWTP Improvements
- ◆ Woodland ASR Wells #29 and #30
- ◆ Petaluma Biomass to Biofuel
- ◆ Vallejo Ryder Street Wastewater Treatment Plant Chemical System and Headworks Influent Pump Replacement
- ◆ Vallejo Ryder Street Wastewater Treatment Plant Headworks B Side Influent Pump Replacement
- ◆ Richmond SBS Facility Improvements
- ◆ Butte County Septage Facility
- ◆ Modesto North Valley Regional Recycled Water Program Design-Build

Myers's proven relationship with Carollo eliminates team formation risks and delivers seamless integrated project execution from day one.

On the BRWTP Project, our established communication protocols and shared project experience will significantly enhance the Design-Assist phase, enabling accelerated design optimization, real-time constructability input, and streamlined decision-making that reduces schedule risk and maximizes value engineering opportunities.



START-UP AND COMMISSIONING EXPERTISE

Myers provides comprehensive start-up and commissioning services, working closely with facility operators to ensure seamless system activation and optimal performance. Our team coordinates complex multi-vendor equipment integration, as demonstrated at the Lytton facilities where we successfully managed coordination between multiple equipment suppliers during start-up activities. We maintain rigorous project schedules throughout commissioning phases while ensuring all systems meet design specifications and operational requirements before facility handover.

PROJECT SUCCESS STORY

SEAMLESS THREE-PHASE COMMISSIONING SUCCESS AT LAS GALLINAS

At the Las Gallinas Secondary Treatment Plant Upgrade and Recycled Water Expansion project, the Myers team, led by [Scott Wolfenberger](#), [Robert Barton](#), [Nick Baer](#), and [Noah Peck](#) delivered flawless project execution through a comprehensive three-phase commissioning approach. The team successfully completed operational readiness testing, functional acceptance testing, and reliability acceptance testing with live wastewater flows, achieving start-up without major delays. Despite the complexity of coordinating multiple owner-selected equipment vendors, Myers maintained seamless project flow and delivered complete as-built commissioning documentation.

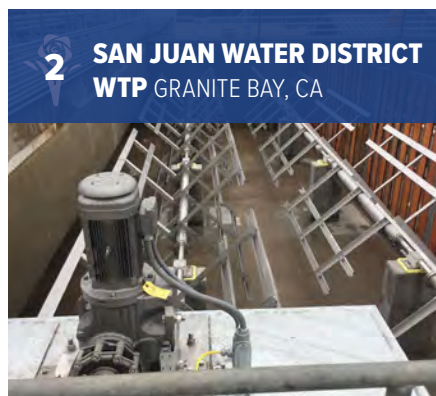


2024 ASSOCIATED GENERAL CONTRACTORS (AGC) OF CALIFORNIA WINNER, HEAVY CIVIL—\$40M TO \$100M

REFERENCE PROJECTS

The following pages provide project profiles for three projects similar in nature and scope that Myers has completed in the last 10 years. These projects demonstrate our expertise in water and wastewater treatment plant basin rehabilitation and replacement for the public sector, alternative project delivery, and complex mechanical/electrical systems integration while maintaining operational continuity.

Each project demonstrates Myers' ability to execute treatment facility improvements on time and within budget while addressing the unique challenges of working within active treatment plants that must continue serving their communities throughout construction.



1

LYTTON RANCHERIA WTP AND WWTP PDB WINDSOR, CA



2025 ASSOCIATED GENERAL CONTRACTORS (AGC) OF CALIFORNIA FINALIST, HEAVY CIVIL—\$25M TO \$50M

Myers collaborated with the Lytton Band of Pomo Indians to deliver critical water and wastewater infrastructure on an accelerated timeline, enabling establishment of a new permanent tribal homeland.

The Lytton Rancheria development near Windsor, CA reestablishes tribal homeland for the Lytton Band of Pomo Indians on 124 acres of tribal trust land, ultimately including over 300 homes and community facilities. Myers delivered **essential treatment infrastructure** through **two progressive design-build (PDB) projects** critical to the community's success.

Working within the PDB delivery method, **Myers partnered with the owner and design team through collaborative workshops** to establish shared objectives, identify **cost savings opportunities**, and provide continuous cost estimating and **constructability reviews** throughout design development.

Value Engineering Success. By analyzing alternative sites, Myers convinced the owner to relocate the plant, achieving **\$2-3 million in cost savings**.

Early Procurement Strategy. The accelerated schedule required early procurement of long-lead equipment and electrical panels. Myers leveraged industry relationships to evaluate multiple configurations based on cost, delivery, reliability, and long-term O&M considerations.

WTP: Myers led construction following comprehensive water source testing and contamination analysis. The system accommodates current and future community demands while incorporating wildfire protection measures. The 0.37 MGD greenfield WTP project included installation of three water storage tanks with a total storage capacity of 675,000 gallons of treated water, booster pump station, sewer lift station, hydropneumatic tank, chemical treatment chain, backwash tank, and operations building, as well as miscellaneous site work and civil improvements. The project also included two new well developments to pull groundwater for use as raw water supply for the WTP.

WWTP: Myers rapidly evaluated technologies and developed the optimal configuration through close collaboration with tribal representatives. The 0.5 MGD facility included membrane bioreactor (MBR) system, UV disinfection, solids dewatering, recycled water pump station, lined storage pond, pump stations, underground emergency storage, complete electrical systems, and operations building with office facilities. Myers streamlined design using a prepackaged WWTP system with integrated aeration, anoxic treatment, clarification, UV disinfection, and solids handling, ensuring system compatibility while accelerating delivery.

Both facilities were completed on schedule and within budget, enabling the Tribe's successful transition to their new homeland community.

RELEVANCE TO BRWTP PROJECT

- ♦ Alternative delivery
- ♦ WTP construction
- ♦ Close collaboration with owner and design partners
- ♦ Ongoing cost estimating and VE
- ♦ Filter equipment, media tanks, and underdrain systems
- ♦ Comprehensive electrical systems and instrumentation
- ♦ Booster pump stations and storage systems
- ♦ Early procurement of long-lead equipment and electrical panels

OWNER REFERENCE

Lytton Rancheria of California,
J.F. Hodges, Owner's Representative
480 Gate 5 Rd., Ste 100,
Sausalito, CA 94965
304.550.7584 | jf@brodiecm.com

PROJECT VALUE

\$11M (WTP); \$40.6M (WWTP)

COMPLETION DATE

Aug 2022 (WTP); October 2023 (WWTP)

KEY PERSONNEL

- ♦ Scott Wolfenberger, Design-Build Manager
- ♦ Nick Baer, Construction Mgr.
- ♦ Avadh Radadiya, Project Manager
- ♦ Adam Smith, Project Superintendent
- ♦ Noah Peck, Scheduler



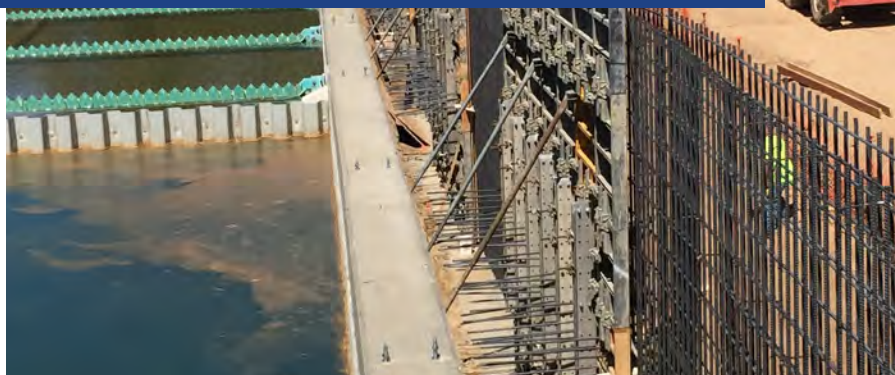
“Myers demonstrated remarkable leadership and commitment to successfully completing the project on time and within budget. One of the key highlights of Myers' performance was their ability to identify and address construction challenges promptly and efficiently. Myers' approach and effective communication with the DB team, owner, and consultants contributed significantly to the project's success.”

—JF HODGES, Principal, Brodie Group,
Owner's Rep.

2

SAN JUAN WATER DISTRICT WTP

GRANITE BAY, CA



This project delivered comprehensive WTP upgrades while maintaining critical water supply operations during California's most severe drought conditions.

Myers replaced aging flocculation and sludge collection equipment, constructed **new concrete settled water conveyance channels with overflow structures**, installed redwood baffle walls, and improved sedimentation basin launder column anchorage systems. Major components included five new flocculation systems and four sludge collection systems with **integrated platforms, supports, valving, piping, and control systems**. The new north sedimentation basin featured an L-shaped overflow structure with complete walkways, railings, lighting, sampling equipment, and **electrical systems**.

Basin rehabilitation encompassed redwood baffle wall construction and replacement across all flocculation basin zones, launder anchor system retrofits, concrete crack injection, basin wall and floor repairs, and protective coating application throughout both flocculation and sedimentation basins. Additional scope included comprehensive site improvements covering concrete, piping, mechanical, electrical, controls, and coatings work.

This wholesale water facility serves the local community and multiple Sacramento Valley water districts. The project was executed during California's most severe drought, requiring **replacement of aging equipment while maintaining service**. Each basin renovation would eliminate 50% of treatment capacity, with Myers initially challenged to complete renovations within 45 days per basin to minimize supply disruption.

As drought conditions intensified and water demands remained high, Myers was asked to further accelerate the timeline. The team, led by [Scott Wolfenberger](#), developed a comprehensive acceleration plan including additional crews, enhanced subcontractor coordination, and extended working hours utilizing a 10% extension provided by the owner.

Accelerated Delivery. Through this collaborative approach and Myers' resource mobilization, the first shutdown was completed in just 14 days and the second in only 11 days—significantly shorter than the allocated 45-day timeline. All acceleration measures were implemented at no additional cost to the owner.

RELEVANCE TO BRWTP PROJECT

- ♦ WTP improvements
- ♦ Concrete basin rehabilitation
- ♦ Complex basin mechanical systems integration
- ♦ Control systems installation for basin equipment
- ♦ Accelerated schedule
- ♦ Maintenance of plant operations
- ♦ Sludge handling systems

OWNER REFERENCE

San Juan Water District,
Andrew Pierson, Associate Engineer,
9935 Auburn Folsom Road,
Granite Bay, CA 95746
916.791.6912 | apierson@sjwd.org

PROJECT VALUE

\$6.1M

COMPLETION DATE

February 2018

KEY PERSONNEL

- ♦ Scott Wolfenberger, Project Manager



3

AMERICAN VALLEY WWTP IMPROVEMENTS QUINCY, CA



Myers delivered American Valley Community Services District's (AVCSD's) largest infrastructure upgrade—constructing a new 1.1 MGD WWTP while maintaining full operations of the existing 1.6 MGD facility that no longer met state discharge standards. This remote project overcame significant challenges including COVID-19 pandemic impacts, labor shortages, supply chain delays, wildfires, and record snowfall that affected concrete operations. Myers executed **phased construction to minimize operational disruptions and achieve on-time completion**.

To address labor and supply challenges, Myers implemented **early procurement strategies**, provided on-site employee housing, and reorganized schedules around equipment availability. The team utilized temporary equipment solutions, including sludge conveyance systems, to maintain plant operations until permanent equipment delivery. Winter construction utilized hydronic ground heaters for concrete curing in snow conditions and controlled low-strength materials for deep excavation backfill in high groundwater.

Myers **scheduled high-impact activities during off-peak hours and implemented comprehensive traffic management plans**. Working with local community groups, the team maintained safe access to on-site recreational areas and adjacent Spanish Creek and Gansner Park facilities. Alternative travel routes ensured job site accessibility through winter road closures and rock slide events.

Complex Commissioning Success. Start-up and commissioning was completed on time despite significant sequencing challenges and extreme weather conditions. Led by *Scott Wolfenberger, Robert Barton, Nick Baer, and Noah Peck*, the commissioning process confirmed all regulatory requirements were met. Phased commissioning completed the new headworks, aeration facility, and solids dewatering facility before constructing the sludge holding pond and transfer pump station in the location of original aeration ponds.

Myers constructed **temporary bypass pumping and piping systems** to redirect flows during the second construction phase. Each of the four aeration trains was commissioned individually to accommodate plant flow limitations. To meet 30-day effluent standards, Myers performed 7-day clean water testing followed by 32 days of continuous operation with high-volume bypass pumping, allowing simultaneous operation of old and new facilities until full transition was achieved.

RELEVANCE TO BRWTP PROJECT

- ♦ Constructing new facilities while maintaining existing operations
- ♦ Phased construction approach to minimize operational impacts and disruptions
- ♦ Temporary bypass systems for maintaining critical processes during construction
- ♦ Multi-phase mechanical/electrical systems integration
- ♦ Early procurement strategy for long-lead items

OWNER REFERENCE

American Valley Community Services District (AVCSD)
Katie Nunn, District Manager
900 Spanish Creek Rd.,
Quincy, CA 95971
530.283.0836,
katie@americanvalleycsd.com

PROJECT VALUE

\$37M

COMPLETION DATE

October 2022

KEY PERSONNEL

- ♦ Scott Wolfenberger, Project Manager
- ♦ Nick Baer, General Superintendent
- ♦ Robert Barton, Mechanical Project/Commissioning Manager
- ♦ Noah Peck, Scheduler
- ♦ Richard Ngo, Project Engineer





ADDITIONAL RELEVANT PROJECTS

Additional relevant projects in Myers' portfolio that demonstrate our treatment facility and alternative delivery expertise are featured below.

NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM DESIGN-BUILD

MODESTO, CA | \$42M | COMPLETED 2017

This **design-build** project provided Modesto with a new agricultural water source during severe drought conditions through construction of a **7.5 MGD recycled water treatment facility**, 12 miles of transmission pipeline, and pump stations.

Myers developed an aggressive schedule to meet state funding deadlines, requiring **concurrent design and construction with early procurement of long-lead equipment—directly relevant to BRWTP's critical procurement timeline requirements**. The team established a partnering charter and conducted comprehensive **value engineering** and **constructability reviews** throughout design development. Despite challenges including railroad coordination, wet weather, and environmental restrictions, Myers delivered the project **on schedule and under budget**.



The collaborative approach earned **five industry awards** and demonstrated Myers' ability to navigate complex regulatory and environmental constraints while maintaining stakeholder communication.

KEY PERSONNEL

- ◆ Scott Wolfenberger, Preconstruction Support
- ◆ Noah Peck, Scheduler



HILLCREST AND SILVERADO HIGHLANDS PUMP STATIONS DESIGN-BUILD

NAPA, CA | \$3M | COMPLETED 2018

Myers partnered with the City of Napa on their **first design-build project**, replacing critical infrastructure destroyed by the 2017 Atlas Fire on an **accelerated schedule**. The team collaborated to address challenges including property line coordination, generator sizing, and pump system optimization.

Through consistent **cost communication during design** and **organized value engineering workshops**, Myers met the aggressive schedule and stayed within the GMP. This project demonstrates Myers' ability to **guide owners through the collaborative design-build process** while managing complex site constraints and achieving budget and schedule goals.

KEY PERSONNEL

- ◆ Scott Wolfenberger, Project/Preconstruction Manager
- ◆ Nick Baer, Construction Manager
- ◆ Ryan Castillo, Safety Manager
- ◆ Noah Peck, Scheduler



SECONDARY TREATMENT PLANT UPGRADE AND RECYCLED WATER EXPANSION

SAN RAFAEL, CA | \$57.2M | COMPLETED JULY 2022

This project for the Las Gallinas Valley Sanitary District involved **upgrading an active 3 MGD WWTP to 15 MGD while maintaining continuous operations**. Scope included **site demolition, equipment removal, new concrete basins, electrical buildings, and pump stations**. Myers partnered with the owner, engineers, and **plant operators to understand existing infrastructure and operational requirements**. The team addressed substantial unknown utilities from 80 years of operation through extensive potholing and MSC mapping software, creating accurate conflict resolution models. This **proactive approach minimized costs and protected critical infrastructure while ensuring uninterrupted plant operations**.

KEY PERSONNEL

- ◆ Scott Wolfenberger, Project Manager
- ◆ Nick Baer, General Superintendent
- ◆ Robert Barton, Structural Project Manager
- ◆ Ryan Castillo, Safety Manager
- ◆ Noah Peck, Scheduler



PITTSBURG WTP

PITTSBURG, CA | \$47M | IN PROGRESS

Currently in execution, this **major WTP upgrade** project involves installing five new filters, transitioning chemical systems, and implementing underdrain systems.

The project features **coordinated plant shutdowns for tie-ins while maintaining operations**, demonstrating Myers' expertise in minimizing operational disruptions during critical infrastructure replacement. Excellent communication with the owner has **enabled coordinated shutdowns without delays, showcasing the collaborative approach essential for BRWTP's operational continuity requirements**.

KEY PERSONNEL

- ◆ Scott Wolfenberger, Waterworks Manager
- ◆ Nick Baer, General Superintendent





TABC

TEAM'S QUALIFICATIONS

TAB C TEAM'S QUALIFICATIONS

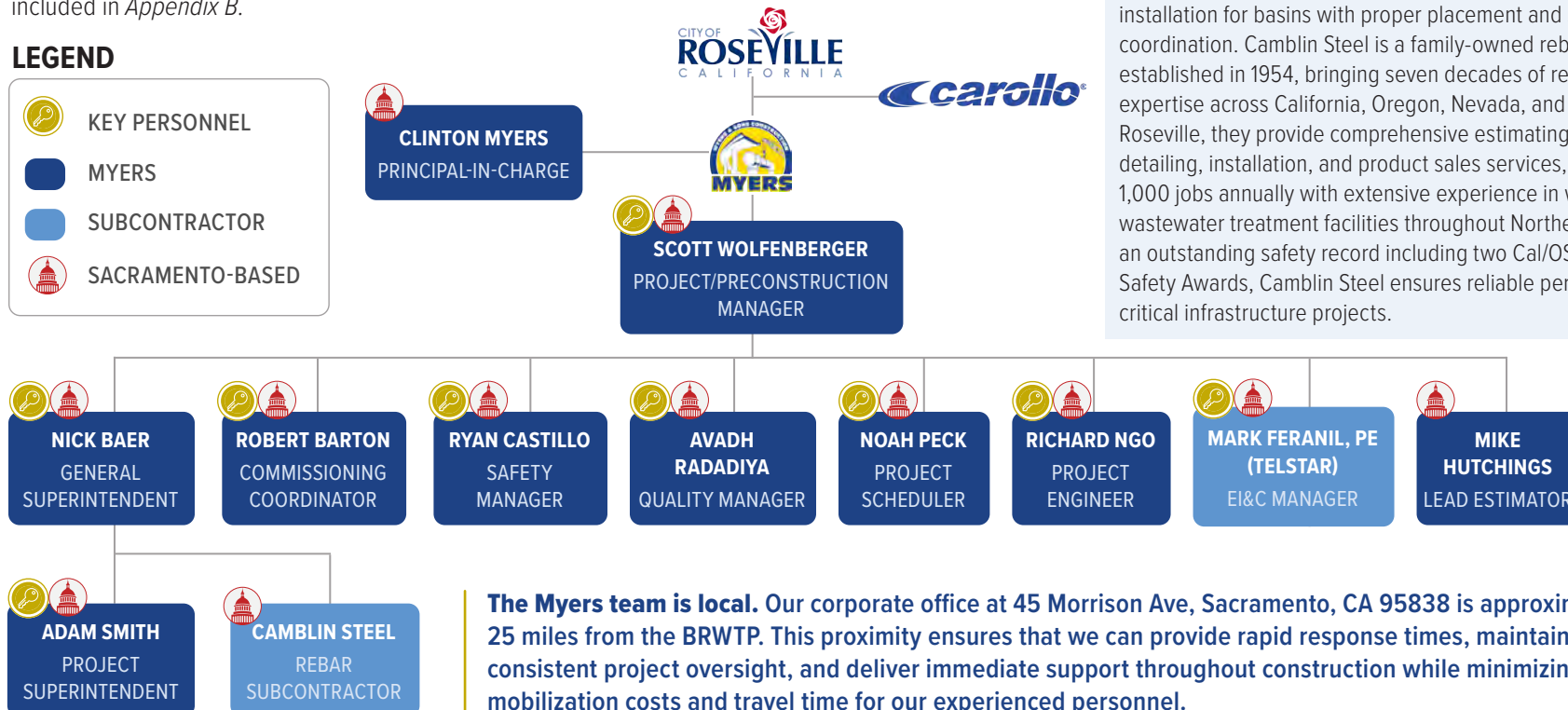
TEAM ORGANIZATIONAL DIAGRAM

Our team structure provides clear authority and communication lines for efficient project delivery. Each member was selected for their water/wastewater infrastructure expertise and alternative delivery experience. This experienced group has collaborated on multiple similar projects, consistently delivering high-quality results through effective stakeholder coordination, constructability optimization, and innovative problem-solving that directly supports the City's objectives.

QUALIFICATIONS & EXPERIENCE

Profiles of key team members and their relevant experience are provided on the following pages. Detailed resumes are included in *Appendix B*.

LEGEND



PROPOSED SUBCONTRACTORS



Electrical and I&C: Telstar Instruments (Telstar) will handle all electrical installation, fabrication, instrumentation, and integration work. Founded in 1981 and headquartered in Sacramento, Telstar is a trusted leader in electrical construction and systems integration for California's water and wastewater treatment sectors, specializing in power distribution systems, motor control centers, process instrumentation, control panels, and SCADA integration.

Telstar brings exceptional value through their extensive City of Roseville experience, most notably completing the Allen Bradley PLC Replacement Project at this same facility, plus additional work at Roseville's Pleasant Grove and Dry Creek WWTPs. This proven track record of executing complex electrical work in operational treatment facilities, combined with specific BRWTP experience, uniquely qualifies Telstar to ensure seamless integration with existing plant infrastructure while maintaining the highest standards of reliability and performance.



Rebar: Camblin Steel will serve as our rebar subcontractor, providing reinforcing steel installation for basins with proper placement and structural coordination. Camblin Steel is a family-owned rebar specialist established in 1954, bringing seven decades of reinforcement expertise across California, Oregon, Nevada, and Arizona. Based in Roseville, they provide comprehensive estimating, fabrication, detailing, installation, and product sales services, completing nearly 1,000 jobs annually with extensive experience in water and wastewater treatment facilities throughout Northern California. With an outstanding safety record including two Cal/OSHA Golden Gate Safety Awards, Camblin Steel ensures reliable performance for critical infrastructure projects.

The Myers team is local. Our corporate office at 45 Morrison Ave, Sacramento, CA 95838 is approximately 25 miles from the BRWTP. This proximity ensures that we can provide rapid response times, maintain consistent project oversight, and deliver immediate support throughout construction while minimizing mobilization costs and travel time for our experienced personnel.





SCOTT WOLFENBERGER

PROJECT/PRECONSTRUCTION MANAGER



SACRAMENTO-BASED

22 YEARS OF EXPERIENCE

11 YEARS WITH MYERS

11 ALTERNATIVE DELIVERY PROJECTS

\$1.2B IN WATER/WASTEWATER PROJECTS

QUALIFICATIONS & EXPERIENCE

- Managed 11 alternative delivery projects totaling \$230M, collaborating with design teams during preconstruction to optimize constructability and reduce project risks.
- On Lytton WWTP, Scott's early procurement strategy secured critical equipment at 30% design phase, reducing construction timelines and mitigating schedule risks during preconstruction.
- Directed the San Juan Water District WTP replacement during California's drought, compressing 45-day timelines to 11-14 days through strategic resource allocation without cost overruns.

RESPONSIBILITIES

- Leads planning, scheduling, and budget management while coordinating with City staff for on-site construction execution.
- Manages design-assist services including procurement of long lead time materials to minimize schedule impacts and facility disruptions.
- Coordinates subcontractor management, procurement, and contract administration while maintaining records management through Procore.



NICK BAER

GENERAL SUPERINTENDENT

22 YEARS OF EXPERIENCE

6 YEARS WITH MYERS

\$250M IN WATER/WASTEWATER PROJECTS

QUALIFICATIONS & EXPERIENCE

- Managed construction of multiple water and wastewater totaling over \$250M, including complex basin installations, pump stations, and treatment systems while maintaining operational continuity at active facilities.
- Led construction of new treatment facilities atop existing operational plants on American Valley WWTP Improvements, coordinating phased construction and temporary bypass systems.
- Led complex construction sequencing on projects like the Las Gallinas Secondary Treatment Plant upgrade, managing multiple crews and subcontractors while coordinating demolition, new basin construction, and system installations.

RESPONSIBILITIES

- Provides oversight of construction schedules and sequencing while participating in constructability reviews and value engineering to address project risk and minimize facility disruptions.
- Oversees management of crews and subcontractors, monitors work for safety and quality compliance, and coordinates with City staff.
- Reviews and approves plant shutdown coordination and tie-in procedures to minimize shutdown times and plant impacts.



ROBERT BARTON, EIT, QSP

COMMISSIONING COORDINATOR

11 YEARS OF EXPERIENCE

7 YEARS WITH MYERS

\$165M IN WATER/WASTEWATER PROJECTS

QUALIFICATIONS & EXPERIENCE

- Completed commissioning of the American Valley WWTP Improvements built atop an operational facility without disturbance to existing operations during complex phased construction.
- Managed over 40 change orders valued at \$1.2M on the Veolia North America Sodium Bisulfite Facility Improvements related to constructability, value engineering, and value added infrastructure.
- Led commissioning coordination for active treatment facilities including the Las Gallinas Secondary Treatment Plant project, maintaining plant operations.

RESPONSIBILITIES

- Prepares formal testing and start-up plans while coordinating factory acceptance testing of electrical gear including MCCs and VFDs.
- Creates field signals, verifies operation of control elements, and conducts site acceptance testing of electrical equipment and instrumentation.
- Coordinates contractor work with City programming and testing activities while submitting schedules and start-up plans for City review.





RYAN CASTILLO, CSP, ASP, CHST, EMT
SAFETY MANAGER

14 YEARS OF
EXPERIENCE

6 YEARS WITH
MYERS

1.9M MANHOURS SUPERVISED ON WATER/
WASTEWATER PROJECTS

QUALIFICATIONS & EXPERIENCE

- ◆ Served as safety manager on the Las Gallinas Secondary Treatment Plant project, overseeing safety for complex construction activities including basin structures, clarifiers, and underground piping.
- ◆ Proven experience managing safety programs for deep excavations and underground utility work.
- ◆ Develops project-specific safety programs ensuring subcontractor compliance with safety standards while coordinating training and maintaining zero incident rates on construction projects.

RESPONSIBILITIES

- ◆ Develops project-specific safety plans for wash water basin construction and underground piping installation.
- ◆ Establishes safety training for team members and subcontractors while ensuring OSHA compliance at the active water treatment facility.
- ◆ Manages safety program execution and incident investigations while minimizing impacts to daily plant operations.



AVADHKUMAR (AVADH) RADADIYA
QUALITY MANAGER

6 YEARS OF
EXPERIENCE

6 YEARS WITH
MYERS

\$80M IN WATER/WASTEWATER
PROJECTS

QUALIFICATIONS & EXPERIENCE

- ◆ Managed QA/QC for the Lytton WWTP and the Alameda County Water District (ACWD) PFAS Treatment Phase 1 project, ensuring compliance with technical specifications and quality standards.
- ◆ Quality expert in reinforced concrete construction, underground piping systems, and electrical instrumentation across multiple water and wastewater projects, directly applicable to basin construction and underground utility work.
- ◆ Served as project/quality manager for the San Mateo WWTP Immediate Action Projects, delivering seamless integration with existing facility operations while maintaining uninterrupted service.

RESPONSIBILITIES

- ◆ Coordinates third-party geotechnical testing and oversees quality control for reinforced concrete basin construction and underground piping installation.
- ◆ Oversees quality for basin mechanical components including piping, valves, sludge pumps, and electrical instrumentation per technical specifications.
- ◆ Coordinates quality inspections and testing while maintaining records management for inspection reports and quality documentation.



ADAM SMITH
PROJECT SUPERINTENDENT

26 YEARS OF
EXPERIENCE

2 YEARS WITH
MYERS

\$127M IN WATER/WASTEWATER
PROJECTS

QUALIFICATIONS & EXPERIENCE

- ◆ 26 years as superintendent on water and wastewater facilities including the Lytton WTP, where he coordinated disinfection of waterlines and tanks and managed startup of filters and pumps for plant operations.
- ◆ Led installation of underground piping, coordinated shutdowns and tie-ins for operational facilities on the Mare Island project, and managed sheet pile operations for multiple structures.
- ◆ Coordinated start-up of treatment facilities and installation of temporary bypass systems during facility commissioning of the Lytton WTP, ensuring operational continuity during complex phased construction at active treatment plants.

RESPONSIBILITIES

- ◆ On-site full time to supervise daily field operations and coordinate crew activities to ensure quality execution and adherence to project specifications and safety protocols.
- ◆ Manages subcontractor coordination and coordinates and oversees material deliveries.
- ◆ Implements construction sequencing plans and coordinates with plant operations staff to minimize disruptions during critical work phases and system tie-ins.





NOAH PECK, EIT, CM-LEAN
PROJECT SCHEDULER

9 YEARS OF
EXPERIENCE

9 YEARS WITH
MYERS

30+ ALTERNATIVE
DELIVERY PROJECTS

200+ BASELINE SCHEDULES
DEVELOPED

QUALIFICATIONS & EXPERIENCE

- Developed 200+ baseline schedules with proven Oracle Primavera P6 expertise for schedule preparation and analysis.
- Managed complex phased construction schedules for Lytton WWTP and American Valley WWTP Improvements, coordinating construction sequencing to maintain operational plants.
- Delivered the NVRRWP Design-Build project through aggressive scheduling and concurrent design-construction, managing stakeholder coordination and environmental constraints to meet critical state funding deadlines.

RESPONSIBILITIES

- Develops detailed CPM construction schedules and sequencing options while analyzing impacts of alternatives on project timeline.
- Submits construction schedules to City for review and provides schedule efficiency input to the team during construction.
- Creates scheduling strategies to minimize plant shutdowns and reduce impacts to daily operations.



RICHARD NGO, EIT
PROJECT ENGINEER

4 YEARS OF
EXPERIENCE

4 YEARS WITH
MYERS

\$90M IN WATER/WASTEWATER
PROJECTS

QUALIFICATIONS & EXPERIENCE

- Experience managing start-up and testing of process equipment including pumps and treatment systems while coordinating facility commissioning.
- Has overseen underground piping installation and reviewed structural/mechanical shop drawings for water treatment facilities.
- Demonstrated expertise in materials procurement, submittal review, and quality control for water treatment construction, ensuring technical accuracy for basin replacement while maintaining operational plant requirements.

RESPONSIBILITIES

- Reviews shop drawings and submittals for basin components, structural elements, and underground piping while coordinating approvals.
- Performs quantity takeoffs, materials procurement coordination, and daily project administration with progress documentation.
- Oversees installation quality control for basins and mechanical equipment while coordinating start-up testing.



MARK FERANIL, PE
EI&C MANAGER

12 YEARS OF
EXPERIENCE

3 YEARS WITH
TELSTAR

3 PROJECTS FOR THE CITY
OF ROSEVILLE

QUALIFICATIONS & EXPERIENCE

- Licensed Professional Engineer with 12 years of experience managing electrical and I&C systems on water and wastewater treatment facilities.
- Direct experience at the BRWTP leading the Allen Bradley PLC replacement project involving 19 PLCs, 11 MCC smart buckets, and 60 VFDs, enabling seamless integration with existing systems while minimizing operational downtime.
- Successfully coordinated factory testing, installation drawings, and cutover plans for multiple City of Roseville treatment facilities including Pleasant Grove WWTP and Dry Creek WWTP, maintaining operational continuity during complex control system upgrades.

RESPONSIBILITIES

- Oversees electrical installation activities including conduit runs, panel installations, and instrumentation wiring for basin control systems and monitoring equipment.
- Coordinates electrical system integration with existing plant SCADA and control infrastructure while ensuring proper grounding and code compliance.
- Manages electrical subcontractor crews and schedules electrical work sequencing to align with construction phases and minimize operational disruptions.





TABD

PROJECT UNDERSTANDING

TAB D

PROJECT UNDERSTANDING

UNDERSTANDING OF SERVICES REQUESTED

Based on our comprehensive review of the RFP documents, technical specifications, site drawings, and site visit we understand that the City of Roseville is seeking a qualified Design-Assist Construction Contractor to collaborate with Carollo Engineers and City staff in replacing two critical wash water reclamation basins at the BRWTP.

These existing basins, originally constructed in 1969 with mechanical improvements made in 2002, have reached the end of their useful service life and present operational risks to the treatment plant's residuals handling process. The aging infrastructure poses challenges to plant performance, operational efficiency, and regulatory compliance. The City has strategically selected a Design-Assist delivery approach to leverage early contractor input, improve constructability, optimize value engineering opportunities, and streamline project execution through enhanced collaboration among all stakeholders.

The project scope encompasses the complete replacement of both wash water reclamation basins, including new reinforced concrete below-grade structures, mechanical systems (sludge pumps, collector drives, basin piping, and valves), electrical and instrumentation components (VFDs, control panels, sensors, and instruments), and associated underground utility work. The work must be carefully phased to maintain continuous plant operations while constructing these critical infrastructure improvements.



GENERAL APPROACH AND STRATEGY

Our approach emphasizes proactive collaboration, technical excellence, and operational continuity. Key components of our comprehensive strategy include:



EARLY ENGAGEMENT & DESIGN INTEGRATION

We will collaborate closely with Carollo Engineers during the design-assist phase to provide constructability reviews, value engineering, and sequencing recommendations. We will actively participate in design coordination meetings to ensure seamless integration of design intent with construction realities while identifying challenges early and developing innovative solutions.



OPERATIONAL CONTINUITY

We will develop detailed phasing and sequencing plans with BRWTP operations staff to minimize shutdown frequency and duration. We will coordinate all work to avoid service disruptions during peak demand while implementing comprehensive temporary bypass systems and maintaining regulatory compliance throughout construction.



STRATEGIC PROCUREMENT

Recognizing extended lead times for critical components (motors, VFDs, instrumentation, cables), we will implement aggressive procurement strategies leveraging established Northern California vendor relationships and tracking systems. We will identify long lead-time items immediately upon Notice to Proceed to mitigate tariffs and fabrication delays, thus protecting the overall project schedule.



REGULATORY COMPLIANCE

Our team will leverage extensive water treatment facility experience to ensure thorough understanding of NSF and ANSI requirements. We will implement rigorous on-site verification procedures, provide comprehensive workforce training on certified products, and modify equipment as necessary to prevent contamination and maintain water quality protection standards.



MAJOR CHALLENGES AND SPECIAL CONSIDERATIONS

CHALLENGE	SOLUTION	MYERS'S PROVEN SUCCESS
1 Maintaining Plant Operations During Construction: Performing major upgrades within an operational facility while ensuring uninterrupted water service.	 We develop detailed phasing plans with operations staff, implement temporary bypass systems, and establish 24/7 coordination protocols. Our approach includes pre-planned shutdown windows during non-peak periods and redundant safety systems.	 Richmond Sludge Thickeners PDB: Dedicated time at each design meeting for operations staff input, conducting cost/benefit analyses to cost-effectively incorporate operator suggestions.
2 Aging Infrastructure Interface and Unknown Conditions: Integration with 50+ year old infrastructure may reveal deteriorated utilities, obstructions, or non-standard construction.	 We conduct comprehensive pre-construction investigations and maintain flexible design approaches. Clear protocols address unknown conditions collaboratively while protecting schedule and budget.	 Hillcrest and Silverado Pump Stations DB: Addressed unforeseen property line issues and generator sizing challenges through collaborative value engineering workshops, delivering on time and within GMP.
3 Managing Extended Lead Times and Supply Chain Disruptions: Critical electrical components including motors, VFDs, breakers, instrumentation, cables, and conduits, face unprecedented market delays, with tariffs and fabrication bottlenecks threatening project schedules across the industry.	 We implement early procurement upon NTP, identifying long lead-time items and leveraging established Northern California vendor relationships with comprehensive tracking systems. Multiple RFPs with varying configurations ensure optimal value based on cost, performance, reliability, and long-term operations.	 Lytton WTP PDB: Met aggressive schedule through early procurement of long-lead equipment and electrical panels. Leveraged industry contacts for competitive proposals and expedited key design elements, achieving all critical deadlines while ensuring optimal value and long-term system performance.

UNIQUE APPROACHES/STRENGTHS OF THE MYERS TEAM

Specialized Treatment Facility Expertise: Myers has successfully delivered several basin replacement and upgrade projects at water and wastewater treatment plants throughout California, including complex projects involving sedimentation basins, residuals handling systems, and advanced chemical treatment processes. This enables us to anticipate challenges, optimize construction methods, and deliver superior results within the unique constraints of operating treatment facilities.

Innovative Phasing Solutions for Operational Facilities: Myers has developed proprietary methodologies for executing complex projects within operational facilities, including advanced bypass systems, temporary infrastructure solutions, and optimized work sequencing that minimizes operational disruptions while maintaining safety and quality standards.

Alternative Delivery Leaders: Our dedicated professionals are trained in early-phase collaboration methodologies with established relationships at premier engineering firms including Carollo Engineers. This enables seamless integration, enhanced communication, and collaborative problem-solving. Our current alternative delivery portfolio exceeds \$2.7 billion in completed and active contracts.

Electrical and I&C Partner: Myers has partnered with Telstar Instruments to handle electrical and I&C work on the Project. Telstar brings value through their extensive City of Roseville experience, including completing the Allen Bradley PLC Replacement at this same BRWTP facility, plus additional work at Roseville's WWTPs. This proven track record uniquely qualifies Telstar to ensure seamless integration with existing plant infrastructure while maintaining operational continuity.

COMMITMENT TO BRWTP PROJECT SUCCESS

We understand this Project's critical role in delivering reliable, efficient water service. Replacing these aging basins with modern infrastructure is vital for BRWTP's long-term success and regulatory compliance. Our team brings collaborative expertise and proven technical capabilities to partner with the City and Carollo Engineers. Through careful planning, proactive communication, and innovative construction methods, we will deliver this critical infrastructure improvement on schedule, within budget, and with minimal impact to essential water treatment services.



TABE

PROJECT PLAN

TAB E

PROJECT PLAN

APPROACH TO SUCCESSFUL IMPLEMENTATION OF THE PROJECT

Myers has developed a comprehensive approach for the successful implementation of the BRWTP Project that centers on three fundamental principles:

**COLLABORATION****OPERATIONAL CONTINUITY****EFFICIENCY**

Our methodology recognizes that the Project must be executed within an active treatment facility, requiring meticulous planning and coordination to ensure uninterrupted water treatment operations throughout the construction process. **Our approach leverages our extensive experience in operational plant upgrades, having successfully completed over 30 operational treatment facility projects in the past five years.** This experience has taught us that the key to success lies in early engagement with all stakeholders, proactive risk identification and mitigation, and maintaining flexible execution strategies that can adapt to the dynamic environment of an operating facility.

PROJECT UNDERSTANDING AND CHALLENGES

We understand that this Project involves the complete replacement of two critical wash water reclamation basins that have been in service since 1969, with the last major improvements occurring in 2002. The age and condition of these assets, combined with their critical role in the plant's operations, presents unique challenges that we are well-prepared to address.

The primary challenge lies in maintaining continuous plant operations while executing major infrastructure replacement. This requires careful sequencing of potholing and locating existing connections to Basins 1 and 2, decommissioning and demolishing the basins, installing yard piping and electrical duct banks, and constructing new Basins 1 and 2. Critical attention must be maintained to ensure no impact to operational wash water Basins 3 and 4.

Additional challenges include managing the integration of new process piping, electrical systems, and instrumentation while maintaining compatibility with existing plant infrastructure. The Project also requires coordination with ongoing plant operations, minimizing disruptions to daily activities, and ensuring all new systems integrate seamlessly with existing SCADA and control systems.

DESIGN-ASSIST PHASE IMPLEMENTATION

During the design-assist phase, our team will actively participate in design development workshops alongside Carollo Engineers and City staff. This collaborative approach allows us to provide real-time constructability input, identify potential cost savings opportunities, and develop practical solutions to construction challenges before they impact the project schedule or budget.

Led by [Scott Wolfenberger](#), we will conduct constructability reviews, focusing on material selection optimization, layout efficiency, and operations-friendly construction techniques. We will also provide detailed input on construction sequencing options, helping to minimize impacts on plant operations and surrounding facilities.

Myers will propose value engineering concepts, including identifying alternatives that can improve construction efficiency, reduce overall project costs, and enhance long-term sustainability while maintaining design intent and operational requirements. These efforts will be documented and presented to the City for evaluation and potential incorporation into the final design.

“ Throughout the entire design process, Myers was collaborative in making sure they understood our operational needs and preferences, built fantastic rapport with the operating staff, reported the construction cost changes after each stage of design [basis of design report, 30% Design, 50% Design, 90% Design, and 100% Design], and was instrumental in finding alternative solutions. Myers' approach to the design process allowed Veolia to ensure our preferred process was implemented and built within our budget and schedule constraints. **”**

—RODRIGO VIGNAU LORIA, Director of Capital Program Management, Veolia,
Richmond Sludge Thickeners Progressive Design-Build



Our team will identify long-lead items such as specialized valves, control systems, and electrical equipment. We will leverage our established relationships with local Northern California suppliers to secure firm delivery commitments and coordinate procurement schedules with the overall Project timeline to avoid delays.

PROJECT SUCCESS STORY

EARLY PROCUREMENT SUCCESS AT LYTTON WTP PDB

The Lytton WTP PDB project's fast-paced schedule required early procurement of long-lead equipment and electrical panels. Our team leveraged industry contacts to solicit multiple RFPs with different configurations, determining best value based on construction cost, responsiveness, design features, redundancy, reliability, materials, equipment quality, and long-term O&M considerations. Key design elements were expedited to enable early procurement and meet critical schedule deadlines.

CONSTRUCTION EXECUTION STRATEGY

The construction phase will begin with comprehensive site preparation and safety planning. We will establish secure work zones that minimize disruption to existing plant operations while maintaining safe access for both construction activities and ongoing operational needs. Our site-specific safety and hazard communication plan will address the unique challenges of working within an active water treatment facility.

Our shutdown planning and coordination process involves developing detailed phasing and sequencing plans in collaboration with plant operations staff. These plans will carefully consider peak demand periods, maintenance schedules, and operational requirements to minimize service disruptions. We will establish clear communication protocols with plant operators to ensure seamless coordination during critical phases of construction.

The basin replacement sequence has been carefully planned to maintain plant functionality throughout the Project. Myers understands the constraints of working in an operational plant near existing processes. Maintaining uninterrupted operation of Basins 3 and 4 is critical. Through careful planning and coordination, we will confirm design compatibility and promptly address any conflicts with the City for expeditious resolution. We will sequence removal and capping of existing connections with comprehensive documentation while working closely with plant operations to minimize disruption. Myers will then carefully and efficiently construct the new wash water basins.

METHODOLOGIES ESSENTIAL TO PROJECT EXECUTION

INSTALLATION AND INTEGRATION METHODOLOGY

New process piping installation will follow a systematic approach that minimizes disruption to existing systems. Led by Commissioning Coordinator **Robert Barton**, we will coordinate closely with BRWTP operations staff to identify optimal installation windows and establish temporary connections where necessary to maintain system functionality.

El&C Manager **Mark Feranil** will coordinate electrical and instrumentation installation with the City's SCADA programming team. While the City will handle PLC network and SCADA programming internally, our team will provide comprehensive support including field signal creation, final control element verification, and coordination with programming activities to ensure seamless system integration.

Our commissioning approach begins with the development of a comprehensive commissioning plan during the design-assist phase, which will be finalized early in the construction phase. This plan will include factory acceptance testing for all major electrical components, site acceptance testing protocols, and detailed start-up procedures. We will conduct multi-stage commissioning to ensure all equipment meets manufacturer requirements, communication systems function properly, and all components are optimally calibrated for maximum efficiency.

ROBERT BARTON COMMISSIONING COORDINATOR



Robert Barton brings extensive experience commissioning water/wastewater treatment facilities while maintaining operational continuity. He completed commissioning of the American Valley WWTP Improvements built atop an operational facility and involving more than \$5M worth of pre-fabricated materials without operational disturbance or schedule delays.

Robert also led commissioning coordination for the Las Gallinas Secondary Treatment Plant Upgrade and Recycled Water Expansion project, maintaining plant operations throughout construction. His expertise in procurement and commissioning of process equipment packages ensures seamless integration between design, construction, and operational phases—directly applicable to the BRWTP basin replacement requirements.





QUALITY ASSURANCE AND RISK MANAGEMENT

Throughout the Project, Myers, led by Quality Manager *Avadh Radadiya*, will implement strict quality control procedures including detailed inspection checklists, comprehensive testing logs, and thorough commissioning verification. Our quality assurance program extends beyond simple compliance checking to include proactive identification of potential issues and continuous improvement opportunities.

Risk management is integrated into every aspect of our project approach. We will conduct early risk identification workshops with key stakeholders and maintain a live risk register throughout the project duration. This register will be reviewed and updated regularly to ensure emerging risks are identified and addressed proactively before they can impact schedule or budget.

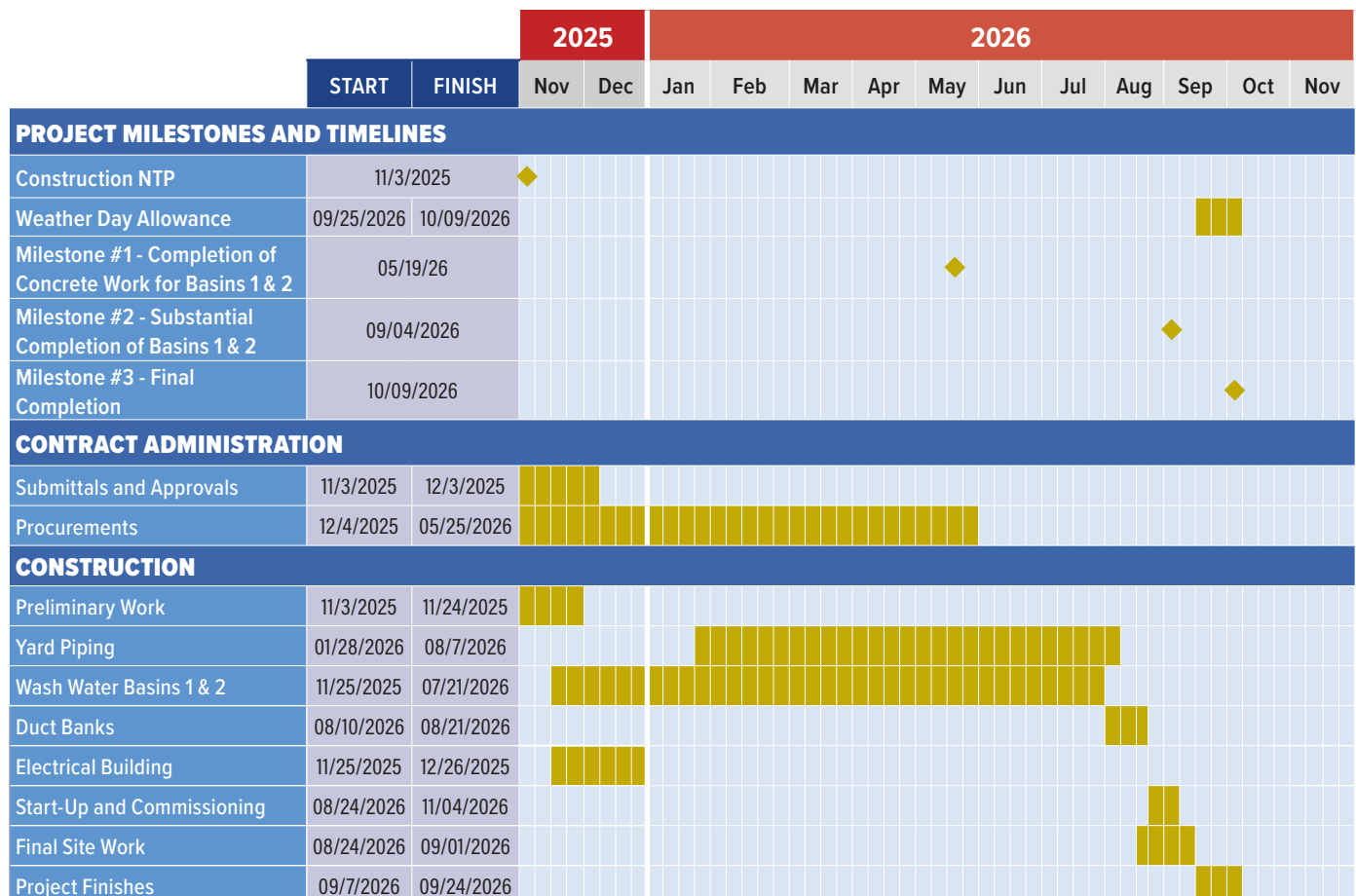
COMMUNICATION AND PROJECT CONTROLS

Real-time communication forms the backbone of our project management approach. We will establish weekly progress meetings with all stakeholders and implement shared digital dashboards to ensure complete transparency across all project participants. These communication tools will provide real-time visibility into Project progress, emerging issues, and upcoming milestones.

Our scheduling approach utilizes advanced scheduling tools (Primavera P6) to visualize complex phasing requirements and enable clear communication with City staff and Carollo Engineers. Scheduler *Noah Peck* will update the schedule regularly to reflect actual progress and any necessary adjustments to maintain project timeline adherence.

WORK SCHEDULE

Our proposed project schedule, summarized in the chart below, encompasses all phases from design-assist through final closeout, with a total duration of approximately 11 months from Notice to Proceed, with completion in October 2026. During the design-assist phase, we will work closely with the design team to finalize all project details and secure necessary approvals.



STAFF ASSIGNED TO EACH TASK

Our Project team comprises experienced professionals with proven expertise in water and wastewater infrastructure projects. Key staff members and subcontractors with their specific project responsibilities are outlined below.

Principal-in-Charge: *Clinton Myers* provides executive leadership and strategic oversight, ensuring alignment with Project objectives and company standards.

Project/Preconstruction Manager: *Scott Wolfenberger* leads project planning, scheduling, and budget management while coordinating with City staff for construction execution. He manages design-assist services including procurement of long lead time materials to minimize schedule impacts and coordinates subcontractor management through Procure.

General Superintendent: *Nick Baer* provides oversight of construction schedules and sequencing while participating in constructability reviews and value engineering. He monitors work for safety and quality compliance, and coordinates with City staff in regularly scheduled meetings.

Commissioning Coordinator: *Robert Barton* prepares formal testing and start-up plans while coordinating factory acceptance testing of electrical equipment. He creates field signals, verifies control element operations, and coordinates contractor work with City programming and testing activities.

Safety Manager: *Ryan Castillo* develops project-specific safety plans for basin construction and underground piping installation. He establishes safety training for all team members and subcontractors while ensuring OSHA compliance at the active treatment facility.

Quality Manager: *Avadh Radadiya* coordinates third-party geotechnical testing and oversees quality control for concrete basin construction and underground piping. He manages quality assurance for mechanical components and maintains inspection records and quality documentation.

Project Superintendent: *Adam Smith* manages on-site crews and subcontractors full-time, ensures proper execution of safety and quality plans, and coordinates daily operations with plant staff. He oversees plant shutdowns and tie-in procedures to minimize operational impacts.

Project Scheduler: *Noah Peck* develops detailed CPM construction schedules and analyzes sequencing options. He creates scheduling strategies to minimize plant shutdowns and provides schedule efficiency input throughout construction.

Project Engineer: *Richard Ngo* reviews shop drawings and submittals for basin components and coordinates approvals. He performs quantity takeoffs, manages materials procurement coordination, and oversees quality control.

E&IC Manager: *Mark Feranil* with Telstar handles all electrical installation, fabrication, instrumentation, and integration work required, bringing specialized expertise in water treatment facility electrical systems with direct experience at the BRWTP.

Lead Estimator: *Mike Hutchings* provides cost analysis and estimating support throughout all Project phases, ensuring accurate cost tracking and change order management.

Rebar Subcontractor: Camblin Steel will provide reinforcing steel fabrication and installation for basin construction, ensuring proper placement and structural requirement coordination.

EQUIPMENT, TRAINING, INSTALLATION

All Myers employees and subcontractors working on this Project will complete comprehensive confined space training specific to water treatment facility requirements. This training ensures our team is fully prepared to work safely in the complex environment of an operating treatment plant. We will coordinate closely with all equipment vendors to ensure proper installation procedures are followed and manufacturer requirements are met. Our commissioning process includes vendor participation to ensure optimal system performance and warranty compliance.

Our commissioning approach encompasses multiple stages to verify that all equipment meets manufacturer specifications, communication systems function properly with the programming platform, and all equipment and appurtenances are calibrated for maximum operational efficiency.

“ For the Las Gallinas Project, the level of professionalism and expertise demonstrated by Myers ensured that the commissioning process was well planned and well executed. Their attention to detail, proactive problem-solving, and commitment to meeting quality standards were instrumental in bringing the project to successful completion. ”

—TOM GORMAN, Principal Construction Manager, Kennedy Jenks

OPERATIONS AND MAINTENANCE TRAINING

Upon Project completion, we will provide comprehensive training programs for City staff covering all aspects of the new basin operations, safety procedures, and maintenance requirements. These training sessions will include both hands-on and classroom components to ensure complete understanding of all systems.

SCADA integration training will be coordinated with Carollo Engineers and City IT staff to ensure seamless transition to the new control systems. We will provide detailed training on monitoring systems, alarm management, and troubleshooting procedures. We will also develop customized operation and maintenance manuals specifically tailored to the City's needs and operational procedures. These manuals will support long-term system reliability and provide clear guidance for future maintenance activities.



TABF

REQUIRED STATEMENTS/ DOCUMENTS



STATEMENTS OF ASSURANCE



STATEMENTS OF ASSURANCE

NON-SUBSTITUTION FOR THE DESIGNATED MEMBERS OF THE TEAM WITHOUT APPROVAL BY CITY STAFF

Myers & Sons assures that the designated project team identified in our proposal, including all sub-consultants and subcontractors, will be used for this project in accordance with Section 6.0 of the RFP. We understand and agree that departure, reassignment, or substitution of any member of the designated project team, sub-consultant(s), or sub-contractor(s) shall not be made without the prior written approval of the City of Roseville.

THE ABSENCE OF A CONFLICT OF INTEREST

Myers & Sons certifies that no conflict of interest exists with respect to our firm, management, or employees relative to the services to be provided to the City of Roseville in accordance with Section 11.4 of the RFP. We warrant that no official or employee of the City has an interest in this proposal or will be employed in the performance of this contract without immediate disclosure to the City. We understand that violation of this provision constitutes a material breach entitling the City to any and all remedies by law or in equity.

ABILITY AND AGREEMENT TO FULFILL THE INDEMNIFICATION AND INSURANCE REQUIREMENTS CONTAINED IN THE SAMPLE CONTRACT

Myers & Sons acknowledges our ability and agreement to fulfill all indemnification and insurance requirements contained in the sample contract as referenced in Section 11.7 of the RFP. We understand that all costs of complying with these insurance requirements are included in our pricing, and we agree to provide complete and valid insurance certificates within ten (10) days of the City's written request following contract award.

NOTHING CONTAINED IN THE SUBMITTED PROPOSAL WILL BE PROPRIETARY

Myers & Sons certifies that nothing contained in the submitted proposal is proprietary in accordance with Section 11.23 of the RFP. All information provided in this proposal is available for public disclosure as required by California law, and we waive any claims to confidentiality regarding the contents of this proposal submission.



PROOF OF REGISTRATION WITH CALIFORNIA SECRETARY OF STATE



Business Search

The California Business Search provides access to available information for **corporations, limited liability companies and limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, **a basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

LLC (201728610281)



Request Certificate	
Initial Filing Date	10/12/2017
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Limited Liability Company - CA
Principal Address	9033 WASHINGTON BLVD. PICO RIVERA, CA 90660
Mailing Address	9033 WASHINGTON BLVD. PICO RIVERA, CA 90660
Statement of Info Due Date	10/31/2025
Agent	Individual Clinton WALLACE Myers 9033 WASHINGTON BLVD N/A PICO RIVERA, CA 90660



View History



Request Access

myers & sons construction, llc



Advanced ▾

Results: 1

Entity Information	Initial Filing Date	Status	Entity Type	Formed In	Agent
MYERS & SONS CONSTRUCTION, LLC (201728610281)	> 10/12/2017	Active	Limited Liability Company - CA	CALIFORNIA	Clinton WALLACE Myers



FORMS

**Attachment A: PROPOSER'S CERTIFICATION**

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Myers & Sons Construction LLC

NAME OF BUSINESS

SIGNATURE

Clinton W. Myers, President

NAME & TITLE, TYPED OR PRINTED

45 Morrison Avenue, Sacramento CA 95838

MAILING ADDRESS

916-283-9950

TELEPHONE NUMBER

cwmyers@myers-sons.com

EMAIL

Type of Organization:

____ Sole Proprietorship

☒ Corporation

____ State of Incorporation

____ Partnership

____ Limited Liability Company



**Attachment B: LEVINE ACT DISCLOSURE STATEMENT****LEVINE ACT DISCLOSURE STATEMENT****(The completed form submitted to the City of Roseville is a public record.)**

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than \$250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than \$250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO ☒

If yes, please identify the City Officer(s): _____

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than \$250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO ☒

If yes, please identify the City Officer(s): _____

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

June 16, 2025 Clinton W. Myers/President

Myers & Sons Construction LLC

(Date)

(Printed Name/Title of Authorized Representative)

(Name of business/legal entity)



(Signature)

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

LEVINE ACT DISCLOSURE STATEMENT**(The completed form submitted to the City of Roseville is a public record.)**

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is competitively bid , a labor contract , or a personal employment contract .	FPPC Reg 18438.2(a)
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3



Term	Definition	Law
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	FPPC Reg 18438.2(a)(3)(B)
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	FPPC Reg 18438.2(a)(3)(C)-(D)

A **party** to a proceeding before an agency involving a license, permit, or other entitlement for use **shall disclose on the record of the proceeding** any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party's agent.

A **party, or agent to a party**, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding **shall not make a contribution** of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(Gov. Code, § 84308, emphasis added.)

**Attachment C: NONCOLLUSION DECLARATION TO BE EXECUTED BY****BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the President of Myers & Sons Construction LLC, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on June 16, 2025 [date], at Sacramento [city], California [state].

Clinton W. Myers

(Signature of Declarant)



**Attachment D: LICENSES AND DIR REGISTRATION**

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury.

A. CONTRACTOR'S LICENSES

CA State License No.	Name on License	Class/Type	Expiration Date
1033752	Myers & Sons Construction LLC	A, B, C-8, C12, C31, C32, C34	12/31/2025

B. CITY OF ROSEVILLE BUSINESS LICENSE

Contractors are not required to have a City of Roseville Business license to submit a proposal; however, it will be required before executing a contract. Contractors may apply for a business license at:

<https://www.roseville.ca.us/government/departments/finance/licensing/business>

Do you currently have a City of Roseville Business License? ☒ Yes ☐ No

License No. 00844053

C. DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR REGISTRATION

***For Public Works Projects (SB854):** Contractors must register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. Contractors may register at: <http://www.dir.ca.gov/public-works/publicworks.html>

DIR contractor registration number and expiration date:

No.: 1000054678 Expiration Date: 6/30/2025

Attachment F: SUBCONTRACTOR LIST

If subcontractors will not be used, proposer must write "NONE". For construction contracts, in accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater.

Company Name	Sterling P. Holloway, III, Inc.
Principal	David Holloway
Address	13245 Bill Francis Dr.
City	Auburn, CA
Phone	530-878-1800
Job capacity	Demolition
Percentage of total work	1%
Licenses and numbers	382173
DIR Contractor Registration Number & Expiration Date	1000005529 - 6/30/28

Company Name	Martin Brothers Construction
Principal	Nick Rutherford
Address	8801 Folsom Blvd. #260
City	Sacramento, CA
Phone	916-381-0911
Job capacity	Paving
Percentage of total work	1%
Licenses and numbers	726454
DIR Contractor Registration Number & Expiration Date	--- 1000000017 - 6/30/25

Company Name	Telstar Instruments
Principal	Kyle Johnsen
Address	4017 Vista Park Ct.
City	Sacramento, CA
Phone	916-646-1999
Job capacity	Electrical
Percentage of total work	8%

Licenses and numbers	<u>422364</u>
DIR Contractor Registration Number & Expiration Date	<u>1000000899 - 6/30/25</u>
Company Name	<u>Camblin Steel Service, Inc.</u>
Principal	<u>Mark Camblin</u>
Address	<u>548 Gibson Drive, Suite #150</u>
City	<u>Roseville, CA</u>
Phone	<u>916-644-1300</u>
Job capacity	<u>Rebar</u>
Percentage of total work	<u>4%</u>
Licenses and numbers	<u>218839</u>
DIR Contractor Registration Number & Expiration Date	<u>1000003852 - 7/31/26</u>
Company Name	<u>Condon Johnson & Associates, Inc.</u>
Principal	<u>Peter Alhorn</u>
Address	<u>480 Roland Way #200</u>
City	<u>Oakland, CA</u>
Phone	<u>415-320-9186</u>
Job capacity	<u>Shoring</u>
Percentage of total work	<u>19%</u>
Licenses and numbers	<u>300068</u>
DIR Contractor Registration Number & Expiration Date	<u>1000004443 - 6/30/27</u>

Include Additional Pages if Necessary



Attachment G: CALIFORNIA AIR RESOURCES BOARD REGULATION COMPLIANCE

Please indicate whether the Contractor is subject to, and/or in compliance with, the following regulations of the California Air Resources Board.

In-Use Off-Road Diesel-Fueled Fleets Regulation

- 1) Will vehicles subject to Cal. Code Regs., tit. 13, §§ 2449 et seq. be used for the project? This includes, but is not limited to:
- a) Vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road
 - b) Workover rigs
 - c) Certain two-engine vehicles

Yes ☒ No ☐

- 2) If you answered “Yes” to 1), you **must** submit with your proposal a valid Certificate of Reported Compliance to the City as provided in Cal. Code Regs., tit. 13, § 2449(n).

Advanced Clean Fleets Regulation

Pursuant to Cal. Code Regs., tit. 13, § 2013(i)(1), the Contractor shall submit to the City a document evidencing that it is listed on the CARB Advanced Clean Fleets webpage as a compliant fleet **OR** 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.

The High Priority Fleets regulation applies to, without limitation, entities with more than \$50 million in gross annual revenues and/or which own, operate, or direct the operation of 50 or more vehicles in the total fleet.

- 1) Is the Contractor subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6? Answering “No” constitutes a statement of exemption as required in Tab G.

Yes ☒ No ☐

- 2) If you answered “Yes” to 1), you **must** submit with your proposal a document evidencing that you are listed on the CARB Advanced Clean Fleets webpage as a compliant fleet.

Signature  Title President
Clinton W. Myers

California Environmental Protection Agency
Air Resources Board

January 1, 2025

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

MYERS & SONS LP

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**



Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

31289

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html



Affirmation of Fleetwide Compliance

Certification ID: 38569

This certificate affirms that

Myers & Sons LP
45 Morrison Ave.
Sacramento, CA 95838

has attested in the Clean Truck Check electronic reporting system to report a complete list of vehicles subject to Heavy-Duty Inspection and Maintenance (HD I/M) Regulation and the California Air Resources Board (CARB) hereby verifies that as of 4/24/2024, all of the attested vehicles are compliant with the Clean Truck Check. *

A complete list of the attested vehicles is listed in the following page(s).

*This Affirmation of Fleet Wide Compliance shall be used for the fleet's purposes of proving their fleet compliance status with their freight contractors and brokers. This Affirmation of Fleet Wide Compliance shall not constitute proof of a vehicle compliance with the Clean Truck Check beyond the issued date.





S.No	VIN Numbers
1	1FD0W5GT4DEA36015
2	1FVMG3FE5JHJV9170
3	1FDUF5GTXEEA62220
4	1FDUF5GT7FEC54339
5	1FDUF5GT5BEB90232
6	1FDUF5GT0FED59143
7	1FDUF5GT7GEC62801
8	1FDUF5GT1HEB42283
9	1FDUF5GTXHEB80515
10	1FDUF5GTXHEB31072
11	3HAMMAAL3DL191504
12	3FRXF7FA1DV781438
13	1FDUF5GTXHEF50359
14	1FDUF5GT9HEF00973
15	2NKHMM6X8CM337464
16	2NKHMM7X1KM377303
17	2NKHMM6X0DM338092
18	2NKHMM6X8CM335293
19	3C7WDMBL0CG213532
20	1FD0W5GT1LED13296
21	3FRXF7FA7DV026343
22	1HTMMAAL3DH101824
23	2NKHMM6X4FM431765
24	2NKHMM6X2FM461993
25	1FDUF5GT4LDA09564
26	1FDUF5GT0LDA15622
27	1FD0W5GT9LED99781
28	2NKHMM6X8GM133530
29	2NKHMM6X3FM443132
30	3ALACWFD6KDKN9485
31	1FDNF6DE7NDF09429
32	1FDUF5GT8BEA43435
33	1FDNF6DE9NDF11585
34	1FDUF5GT7NEF07738
35	1FDWF7DC7GDA07144



36	1FDUF5GTXPEC07680
37	1FDUF5GT7PDA04204
38	3FRNF7FA5FV706719
39	1FD0X5GT5PED65727
40	1FD0X5GT1PED65949
41	1HTWNAZT0BJ389401
42	1M2AX32C3FM010690
43	1XKWD49X29J245335
44	1XKZD40X0KJ249562
45	1NKWLP0X7GR124830
46	1NKZXPEX9MJ438015
47	1NKZXPEX0MJ438016
48	1XKZDP9X3HJ160162
49	1XKZD49X0LJ420296
50	1FVHG3DV4JHJR9941
51	1NPSX7EX1DD180440
52	1NPSX7EX6DD171460
53	1NPSX7EXXDD171459
54	1NKWXPEX9GJ130687
55	1NKWXPEX0GJ130688
56	1NKDL40X7EJ399907
57	1NPSXPEX2HD387618
58	1NKZXPEX6NJ174043
59	1NKZXPEX6NJ217375



ADDENDA ACKNOWLEDGMENTS



IMPORTANT

Date: May 28, 2025

TO: Proposers

FROM: Inderpreet Chaggar, Senior Engineer, Environmental Utilities Department

RE: RFP 08-149 Design Assist and Construction Services for Barton Road
Water Treatment Plant Wash Water Reclamation Basins 1 and 2
Replacement Project

*****ADDENDUM ONE*****

This Addendum 1 includes the following information/attachments:

Updated Schedule
Pre-Proposal Meeting Presentation
Pre-Proposal Meeting Sign in Sheet
Revised Technical Specification Section 16990
Questions and Answers from Pre-Proposal Meeting

1. UPDATED TENTATIVE SCHEDULE

Event/Milestone	Date
RFP Released by the City	May 12, 2025
Optional Pre-Proposal Conference	May 28, 2025
Deadline for Final Questions	June 2, 2025
City Response to Written Questions	June 6, 2025
Proposal Submission Deadline	June 16, 2025
Contractor Interviews as needed	June 30 thru July 3 2025
Contract Negotiations	July 2025
Contract Approval by City Council	October 2025

2. PRE-PROPOSAL MEETING POWER POINT PRESENTATION

Attached to this Addendum 1 is the pre-proposal meeting presentation.

3. PRE-PROPOSAL MEETING SIGN-IN SHEET

Attached to this Addendum 1 is the pre-proposal meeting sign-in sheet.

3. REVISED TECHNICAL SPECIFICATION SECTION 16990

Attached to this Addendum 1 is the pre-proposal meeting sign-in sheet.

4. QUESTIONS AND ANSWERS FROM PRE-PROPOSAL MEETING

1. Is there an attachment size limit to the email file? If so, can we send two separate emails?

As outlined in Section 8.3 of Volume 1 of the RFP, the file size limit is 25megabytes. If the file size is greater, the proposal can be sent in two separate emails. Clearly identify “part 1” and “part 2” in the subject of the email and clearly identify the contents/attachments of the email.

2. Would you consider pushing the proposal submission date out by one week?

Refer to the updated schedule as part of Addendum 1.

3. Is there a separate CM firm?

Yes. RFP 08-162 was published on Public Purchase on May 19th.

4. The specs. state there are owner provided equipment. Are there any? If so, what are they?

Anything part of the PLC and SCADA system (which is not in the contractor’s scope) will be Owner provided.

5. Comment-there is a problem with 180 days from start of the project to obtain equipment and lead time issues.

City and/or design team is not aware of any lead time items.

6. During the site walk after the presentation, can pictures be taken in the electrical room?

Yes, photos of the SCADA system inside the room is not allowed.

7. Where is the staging area?

Refer to Volume 4 of 4 for the civil drawing showing the staging area.

8. Do we have any issues with the existing 3 and 4 basins leaking?

No. City believes there is a leak in basin 2 which is why it is out of service.

9. Are there groundwater issues?

None that City is aware of.

10. What is it existing basins back filled with?

Information on the back fill material is limited.

11. Do we have as-builts?

Yes, As-builts have been added as a reference document in Public Purchase.

12. Are there noise restrictions with the neighbors?

Normal working hours are 7am-7pm. Nights and weekend work requires City approval.

Correction to statement made during site walk: the property line is approximately 50 feet from the north wall of the existing basins. The shed pointed out at the site walk is NOT on City property.

13. What is the daytime decibel maximum?

This is specified in the City of Roseville Municipal code available at the City of Roseville website. <https://ecode360.com/42754987#42754987>



14. Is the ordinance part of the RFP package?

No.

15. Do any of the drivers need replacing and is there a standard manufacturer that the City prefers?

This information is specified in Volume 4 of 4: Technical specifications.

16. Do we have room to stockpile dirt on site?

This question requires confirmation/input from the City's environmental coordinator and is being deferred to a later date.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum One

Name Clinton W. Myers

Signature 

Company Myers & Sons Construction LLC Date June 16, 2025

Attachment 1 - Pre-Proposal Meeting Presentation

Attachment 2 - Pre-Proposal Meeting Sign in Sheet

Attachment 3 – Revised Technical Specification Section 16990



IMPORTANT

Date: June 5, 2025

TO: Proposers

FROM: Inderpreet Chaggar, Senior Engineer, Environmental Utilities Department

RE: RFP 08-149 Design Assist and Construction Services for Barton Road
Water Treatment Plant Wash Water Reclamation Basins 1 and 2
Replacement Project

*****ADDENDUM TWO*****

This Addendum 2 includes the following information/attachments:

Revised Volume 2 of 4
Revised Technical Specification Section 17050

1. REVISED VOLUME 2 OF 4

Attached to this Addendum 2 is Volume 2 of 4; note only Exhibit H has been revised but the entire volume is attached.

2. REVISED TECHNICAL SPECIFICATION SECTION 17050

Attached to this Addendum 2 is the revised technical specification section 17050.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Two

Name Clinton W. Myers

Signature 

Company Myers & Sons Construction LLC Date June 16, 2025



TAB G

EXCEPTIONS



TAB G

EXCEPTIONS

Myers has reviewed the Scope of Services, RFP, and Sample Contract and does not propose any exceptions, alterations, or amendments.





TAB H

COMPETENCY OF PROPOSERS



TAB H

COMPETENCY OF PROPOSERS

Below is our complete disclosure of any financial or legal matters from the past seven years:

Bankruptcies: None

Liens: None

Stop Payment Notices: Three notices, all resolved:

- ♦ **June 25, 2024 - San Mateo Project:** Tesco, a subcontractor to our electrician Becker Electric, filed a stop notice for \$12,500 related to billing disputes over work completion. The City disagreed with Tesco's assessment. Issue fully resolved July 2, 2024.
- ♦ **August 23, 2023 - Valencia Project:** Leed Electric filed a stop notice for \$28,100 in retention billing. Payment was withheld due to UV equipment performance issues not meeting specification requirements. Issue resolved on November 2, 2023.
- ♦ **February 3, 2021 - East Bay Municipal Utility District (EBMUD) Pump Station Retrofit:** Con J Electric filed a stop notice related to owner withholding funds due to substantial delays in switchgear and MCC units. Myers resolved the issue with the owner and matter was closed April 16, 2021.

Judgments: None

Lawsuits: One pending lawsuit involving Las Gallinas Valley Sanitary District regarding a sole-sourced Bio-Wheel process equipment package that has required substantially more maintenance than the District expected. The equipment vendor disputes the District's position.

Arbitrations: None

Mediations: One pending mediation related to the Las Gallinas Valley Sanitary District matter described above to discuss the equipment performance issue with the District and equipment vendor.

Foreclosures: None

Other Similar Actions: None

Contract Terminations for Breach: None



APPENDIX A

SURETY LETTER



Junc 4, 2025

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Re: Myers & Sons Construction, LLC
Surety Letter for Design-assist and Construction of Barton Road Water Treatment Plant Wash Water
Reclamation Basins 1 and 2 Replacement Project

To Whom It May Concern:

Nationwide Mutual Insurance Company has been privileged to act as surety for Myers & Sons Construction, LLC since 2020. Nationwide Mutual Insurance Company enjoys the A.M. Best's Guide Rating of A (Excellent) XV, Valuation Date November 7, 2024. Nationwide is licensed to transact surety business in all 50 States. Nationwide Mutual Insurance Company is currently Treasury listed and their NAIC number is 23787.

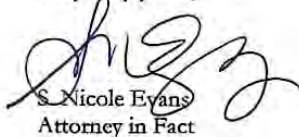
Berkshire Hathaway Specialty Insurance Company has been privileged to act as surety for Myers & Sons Construction, LLC since 2025. Berkshire Hathaway Specialty Insurance Company enjoys the A.M. Best's Guide Rating of A++ (Superior) XV, Valuation Date April 9, 2025. Berkshire is licensed to transact surety business in all 50 States. Berkshire Hathaway Specialty Insurance Company is currently Treasury listed and their NAIC number is 22276.

The sureties have established a surety program for Myers & Sons Construction, LLC of \$300million single contract, subject to a \$750million aggregate. The current available bonding capacity is in excess of \$300million.

As always, the sureties reserve the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to you or any other third parties if for any reason we do not execute such bonds.

Myers & Sons Construction, LLC's current Broker/Agent of Record is Alliant Insurance Services, Inc., located at 16000 N. Dallas Parkway, Suite 850, Dallas, TX 75248. If you need to speak with them on any matter in this letter, please contact their representative, Nicole Evans, at (469) 842-7341.

Very truly yours,


S. Nicole Evans
Attorney in Fact



ONE WEST NATIONWIDE BLVD., 1-14-301, COLUMBUS, OH 43215 - 2220
PHONE: (866) 387-0457

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.

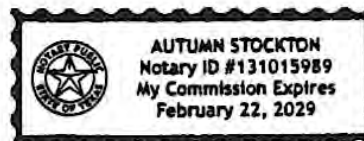
State of TEXAS
County of Dallas)

On June 4, 2025 before me, Autumn Stockton, Notary Public
(insert name and title of the officer)

personally appeared S. Nicole Evans
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 TEXAS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

AUTUMN STOCKTON; DIANA CERVANTES; S NICOLE EVANS; STEPHANIE GUNDERSON;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 4th day of

June 2025

Assistant Secretary

BDJ 1(04-24)00



Berkshire Hathaway
Specialty Insurance

42247

Power Of Attorney

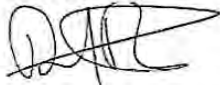
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **S. Nicole Evans, Jessica Rosser, Carlos A. Albelo, 16000 Dallas Parkway, Suite 850 of the city of Dallas, State of Texas**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

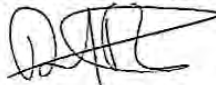
BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,

NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: 

David Fields, Executive Vice President



By: 

David Fields, Vice President



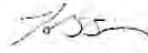
NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]




Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this June 4, 2025.




Ralph Tortorella, Officer

BHSIC, NICO & NLF POA (2023)

To verify the authenticity of this Power of Attorney please contact us at BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor, Boston, MA 02111 (1770) 625-2516 or by email at jsmiter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 451-9675, via email at claims@bhspecialty.com, via fax to (617) 507-8259, or via mail.



BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.





APPENDIX B

RESUMES



YEARS OF EXPERIENCE

22 years

YEARS WITH MYERS

11 years

EDUCATION

B.S., Construction Management, California State University, Chico

B.S., Business Administration, California State University, Chico

CERTIFICATIONS AND TRAINING

USACE, Construction Quality Management for Contractors Certification

“ *It is with pleasure that I write a letter of recommendation for Scott Wolfenberger of Myers and Sons for the preconstruction and design work for the Silverado and Hillcrest Pump Stations Replacement Design-Build Project in Napa. Myers and Sons has exhibited skill, quality, and responsiveness throughout the preconstruction and design process. Based on my experience in working with them, it is without reservation that I would recommend Myers and Sons be considered for any construction process that you may be pursuing.* **”**

—WILLIAM ASH, PE, Former Associate Civil Engineer, City of Napa (now with Vallejo Flood & Wastewater District),

SCOTT WOLFENBERGER

PROJECT/PRECONSTRUCTION MANAGER

Scott Wolfenberger brings 22 years of heavy civil construction and project management expertise, specializing in waterworks projects for both public and private sectors. Recognized for his collaborative approach during preconstruction, Scott implements industry best practices on complex water and wastewater infrastructure projects, developing value engineering solutions that have saved significant time and costs.

As project manager on the Lytton Rancheria WTP/WWTP PDB, he strategically focused on early design confirmation of critical components with substantial lead times, enabling procurement at the 30% design phase and drastically reducing construction timelines. His experience extends to complex treatment plant upgrades, including the Las Gallinas Secondary Treatment Plant Upgrade in San Rafael, where his value engineering solutions resolved underground utility conflicts, reduced yard piping, improved hydraulic flow, and accelerated the project timeline. Scott's meticulous approach to preconstruction planning and collaborative stakeholder coordination has consistently delivered successful outcomes on water and wastewater projects with aggressive schedules and operational constraints.

PROJECT EXPERIENCE



LYTTON RANCHERIA WTP/WWTP PROGRESSIVE DESIGN-BUILD WINDSOR, CA | \$11M (WTP), \$40.6M (WWTP)

WTP: The 0.37 million gallons per day (MGD) greenfield WTP project included installation of three water storage tanks with a total storage capacity of 675,000 gallons of treated water, booster pump station, sewer lift station, hydropneumatic tank, chemical treatment chain, backwash tank, and operations building, as well as miscellaneous site work and civil improvements. The project also included two new well developments to pull groundwater for use as raw water supply for the WTP.

Design-Build Manager. Scott oversaw project planning, procurement, and construction. The WTP location initially provided by the owner presented geographic limitations that would have required substantial costs to mitigate. Early in design, Scott and the Myers team identified a more suitable location on the property for the treatment plant, resulting in significant savings for the owner. This strategic relocation also provided adequate space for future expansion of water production capacity and storage facilities, maximizing the property's development potential.

WWTP: This 3-phase project constructed a new 0.5 MGD WWTP with MBR system, UV disinfection, dewatering system, recycled water pump station and storage pond, influent and transfer pump stations, underground emergency storage tanks, electrical systems, and operations building. Additional scope included a 31-million-gallon central pond disposal facility with liner and rip rap, pump station, galaxy filter system, yard piping, and a 417 GPM lift station with outfall structure. Myers collaborated with the engineer, Tribe, and owner's representative on equipment evaluations and design optimization.

Design-Build Manager. In an effort to drastically reduce the construction timeline, Scott worked with the designer to confirm key project components that typically have substantial lead times, focusing the design on the confirmation of these pieces of equipment. With the design confirmation complete, Scott was able to release



key electrical and process equipment at the 30% design phase. His early procurement efforts allowed Myers to ensure infrastructure would meet the timeline of the community occupation of the property.

2

SAN JUAN WATER DISTRICT WTP GRANITE BAY, CA | \$6.1M

The project replaced flocculation and sludge collection equipment, constructed a new concrete settled water channel and overflow structure, and added redwood baffle walls with sedimentation basin launder column improvements. Key components included five new flocculation systems and four sludge collection systems with platforms, supports, valves, piping, and controls. The North sedimentation basin featured an L-shaped overflow structure with walkways, railings, lighting, piping, sample pumps, analyzer, and electrical systems. Additional work included launder anchor retrofits, concrete crack injection, repairs, and protective coatings.

Project Manager. Scott led this critical renovation during one of California's most severe droughts, where he transformed a challenging 45-day-per-basin timeline into remarkable 14-day and 11-day completion periods through strategic resource allocation and collaborative team coordination. His comprehensive solution—bringing in additional crews, coordinating extra subcontractor support, and implementing extended work hours—enabled the aging flocculation wheels and sludge collector equipment to be replaced while minimizing disruption to water delivery capacity, all without incurring additional costs to the owner.

3

AMERICAN VALLEY WWTP IMPROVEMENTS QUINCY, CA | \$37M

Project Manager. This project involved construction of a new 1.1 MGD WWTP atop the original 1.6 MGD facility while maintaining full operations. Replacing an outdated 1981 plant that no longer met state standards required complex phased construction of new headworks, aeration facility, and solids dewatering facility, followed by sludge holding pond and transfer pump station construction. Myers managed temporary bypass pumping, individually commissioned four aeration trains, and coordinated 32 days of continuous bypass pumping to enable simultaneous plant operation until full transition, meeting all regulatory discharge requirements.

LAS GALLINAS SECONDARY TREATMENT PLANT UPGRADE AND RECYCLED WATER EXPANSION SAN RAFAEL, CA | \$57.2M

The project upgraded the plant from 3 MGD to 15 MGD and the recycled water treatment facility from 1.6 MGD to 3.2 MGD. Work included concrete caissons for ground improvements, a three million gallon aeration/anoxic basin,

sixteen 15-foot diameter fixed film aeration wheels with motors/chains, new electrical building and system upgrades, a one megawatt generator, two new 1.2 million gallon clarifiers with mechanisms, and mechanical and underground piping installation.

Project Manager. Due to conflicts with existing underground piping the District was not aware of, the location of a clarifier caused design issues. Using value engineering, Scott provided a suitable location for the clarifier that drastically reduced yard piping, improved hydraulic flow of the plant, reduced paving, created a future availability for an equalization basin, and improved the project completion timeline.

HILLCREST AND SILVERADO HIGHLANDS PUMP STATIONS REPLACEMENT **DESIGN-BUILD** NAPA VALLEY, CA | \$3M

Project Manager/Preconstruction Manager. Myers partnered with the City of Napa on their first design-build project, replacing critical infrastructure destroyed by the 2017 Atlas Fire on an accelerated schedule. The team facilitated transparent collaboration to address significant challenges including property line coordination, generator sizing, and pump system optimization. Through consistent cost communication during design and organized value engineering workshops, Myers met the aggressive schedule and stayed within the GMP.

NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM (NVRWP) **DESIGN-BUILD** MODESTO, CA | \$42M

Preconstruction Support. This was the first design-build project executed by the City of Modesto. The project was managed and constructed through a Myers-led joint venture. The NVRWP provides a solution to the region's water supply and reliability programs. The program provides a new source of water for agricultural customers in the Del Puerto Water District (DPWD), whose supplies have been severely impacted by drought and environmental restrictions on pumping from the Delta. The Myers team developed an aggressive schedule to meet a state water-funding program deadline, requiring concurrent design and construction and early procurement of long-lead items.

PITTSBURG WTP PITTSBURG, CA | \$47M

Waterworks Manager. Myers is currently executing this project, with completion anticipated in January 2028. The scope encompasses the installation of five new filters and transitioning from a gaseous chlorine system to a liquid hypochlorite system, along with an underdrain system. Additionally, the project features two optional additive bid components: materials and equipment for a sixth filter, and the construction of a replacement North Filter Effluent Clearwell following demolition of the existing structure.





YEARS OF EXPERIENCE

22 years

YEARS WITH MYERS

6 years

CERTIFICATIONS AND TRAINING

- ◆ First Aid/CPR
- ◆ Shoring
- ◆ Excavation
- ◆ Rigging Inspection
- ◆ Confined Space
- ◆ Fall Protection
- ◆ Forklift

“ I served in the same position [O&M Manager] with a previous O&M Contractor that operated the Thunder Valley Casino Wastewater Treatment Plant (WWTP). At that time the facility went through an expansion where the treatment capacity was increased. It was during this time that my operations team and I worked with Nick Baer. He provided great support and his interaction with the team was appreciated. Shutdowns to a facility are critical and are avoided at all costs and his constant communication with the Site Lead helped us avoid this situation. In addition, his knowledge of the wastewater treatment facility was extremely helpful. ”

—CHRISTIAN MIRANDA, O&M Manager,
PinnacleART

NICK BAER

GENERAL SUPERINTENDENT

Nick is an accomplished superintendent with a proven 22-year track record of excellence in water and wastewater treatment facility projects. Having successfully managed over \$250M worth of infrastructure projects, he brings comprehensive expertise across diverse process equipment and complex treatment systems. His methodical approach ensures all work is completed safely, on schedule, and in precise accordance with plans and specifications. Nick's exceptional ability to adapt to changing site conditions and facility demands positions him as the ideal leader to make the BRWTP Project a resounding success.

PROJECT EXPERIENCE



LYTTON RANCHERIA WTP/WWTP PROGRESSIVE DESIGN-BUILD WINDSOR, CA | \$11M (WTP), \$40.6M (WWTP)

WTP: The 0.37 million gallons per day (MGD) greenfield WTP project included installation of three water storage tanks with a total storage capacity of 675,000 gallons of treated water, booster pump station, sewer lift station, hydropneumatic tank, chemical treatment chain, backwash tank, and operations building, as well as miscellaneous site work and civil improvements. The project also included two new well developments to pull groundwater for use as raw water supply for the WTP.

Construction Manager. Nick led the construction of the WTP, including 31 MG storage capacity ponds, pump stations, three 200,000 gallon metal storage tanks, and extensive treatment systems, while identifying an alternative building location that saved the client \$2-3 million. Under Nick's management, the Myers' team met an accelerated construction schedule without compromising on quality or long-term operational considerations.

WWTP: This 3-phase project constructed a new 0.5 MGD WWTP with MBR system, UV disinfection, dewatering system, recycled water pump station and storage pond, influent and transfer pump stations, underground emergency storage tanks, electrical systems, and operations building. Additional scope included a 31-million-gallon central pond disposal facility with liner and rip rap, pump station, galaxy filter system, yard piping, and a 417 GPM lift station with outfall structure. Myers collaborated with the engineer, Tribe, and owner's representative on equipment evaluations and design optimization.

Construction Manager. Nick managed construction of the WWTP, efficiently coordinating the installation of the comprehensive MBR system, UV disinfection, multiple pump stations, and operations facilities while maintaining close collaboration with engineers, the Tribe, and the owner's representative. Through his strategic implementation of the prepackaged treatment approach with single-point manufacturing, Nick ensured all critical components were seamlessly integrated while meeting the necessary community move-in date.



3 AMERICAN VALLEY WWTP IMPROVEMENTS QUINCY, CA | \$37M

This project involved construction of a new 1.1 MGD WWTP atop the original 1.6 MGD facility while maintaining full operations. Replacing an outdated 1981 plant that no longer met state standards required complex phased construction of new headworks, aeration facility, and solids dewatering facility, followed by sludge holding pond and transfer pump station construction. Myers managed temporary bypass pumping, individually commissioned four aeration trains, and coordinated 32 days of continuous bypass pumping to enable simultaneous plant operation until full transition, meeting all regulatory discharge requirements.

General Superintendent. Nick managed multiple superintendents and crews to execute all self-perform Myers work while coordinating and scheduling all subcontractors.

LAS GALLINAS SECONDARY TREATMENT PLANT UPGRADE AND RECYCLED WATER EXPANSION SAN RAFAEL, CA | \$57.2M

The project upgraded the plant from 3 MGD to 15 MGD and the recycled water treatment facility from 1.6 MGD to 3.2 MGD. Work included concrete caissons for ground improvements, a three million gallon aeration/anoxic basin, sixteen 15-foot diameter fixed film aeration wheels with motors/chains, new electrical building and system upgrades, a one megawatt generator, two new 1.2 million gallon clarifiers with mechanisms, and mechanical and underground piping installation.

General Superintendent. Nick orchestrated the complex upgrade and expansion of an active 3 MGD WWTP to 15 MGD capacity while maintaining uninterrupted operations, coordinating extensive multi-phase construction that included demolition, new basins, clarifiers, electrical systems, and recycled water treatment upgrades across the facility.

PITTSBURG WTP PITTSBURG, CA | \$47M

General Superintendent. Myers is currently executing this project, with completion anticipated in January 2028. The scope encompasses the installation of five new filters and transitioning from a gaseous chlorine system to a liquid hypochlorite system, along with an underdrain system. Additionally, the project features two optional additive bid components: materials and equipment for a sixth filter, and the construction of a replacement North Filter Effluent Clearwell following demolition of the existing structure.

ALAMEDA COUNTY WATER DISTRICT GROUNDWATER PFAS TREATMENT FACILITY - PHASE 1 FREMONT, CA | \$16.6M

General Superintendent. This project involved construction of a new 6 MGD groundwater ion-exchange PFAS treatment facility at the District's blending facility to remove PFAS, PFOS, and PFHxS from groundwater sources. Work included installing new piping, concrete slabs, filter vessels, vertical turbine pumps, electrical service, instrumentation, and civil/site improvements. The design blends PFAS-treated water with groundwater and surface water at ratios that ensure PFAS levels below respective notification levels. The facility can be expanded to 15 MGD capacity if needed.

THUNDER VALLEY WATER & WASTEWATER FACILITIES DESIGN-BUILD LINCOLN, CA | \$11.4M

Superintendent. This project involved construction of a new water, wastewater, and recycled water facilities to serve a casino in Placer County, CA. The team worked on an extremely tight schedule and completed the project ahead of time and \$600,000 under budget. The MBR treatment facility included an influent pump station, influent screenings facility, solids handling and processing, UV disinfection, reclaimed water storage and pumping facility, administration building, reverse osmosis effluent polishing facility, and outfall pipeline. The plant reliably treats up to 575,000 GPD of casino wastewater and discharges under a strict NPDES permit. The water facilities included two deep well groundwater pumping units, 1.0 MG steel potable water storage facility, potable water and fire water pumping facility. Facilities were integrated with full instrumentation control and SCADA systems.

AUBURN WTP EXPANSION AUBURN, CA | \$11.4M

Superintendent. This project consists of demolition of existing facilities, installation of new oxidation ditch, installation of new headworks, installation of new alkalinity feed facilities, replacement of RAS pump station, construction of new electrical building, new splitter box, civil and yard piping improvements, new influent screen, new storage pond liner, and new generator.



**YEARS OF EXPERIENCE**

11 years

YEARS WITH MYERS

7 years

EDUCATION

B.S., Civil Engineering, University of the Pacific

M.S., Engineering Science, University of the Pacific

CERTIFICATIONS AND TRAINING

- ◆ USACE Quality Management Cert.
- ◆ Confined Space
- ◆ Fall Protection
- ◆ Trench Safety
- ◆ First Aid/CPR
- ◆ OSHA 40-Hour

“ Working with Robert Barton on the SBS and Sludge Thickener project was an absolute pleasure. Robert's meticulous planning and attention to detail ensured that the SBS project stayed on track and within budget. His clear communication and ability to coordinate multiple teams made the entire process smooth and efficient. I was particularly impressed by Robert's problem-solving skills when we encountered unexpected challenges. He always remained calm and found innovative solutions that kept the project moving forward. I wouldn't hesitate to work with Robert again and highly recommend him for any complex project. **”**

—RODRIGO VIGNAU, Director of Capital Program Management, West Municipal Water, Veolia

ROBERT BARTON, EIT, QSP

COMMISSIONING COORDINATOR

Robert brings 7 years of experience leading the construction of water and wastewater infrastructure projects. His recent commissioning experience includes serving as Commissioning Manager for the American Valley WWTP Improvements project, where he successfully completed commissioning without disturbance to the existing treatment plant through complex phased construction, and coordination of construction activities for the Las Gallinas Secondary Treatment Plant project in an active WWTP that remained operational throughout construction. With demonstrated expertise in procurement of key process equipment packages, resolving constructability issues, managing mechanical scope subcontractors, and coordinating start-up activities including testing and commissioning of automated facilities, Robert ensures seamless integration between design, construction, and operational phases while minimizing plant shutdowns and operational impacts during the basin replacement project.

PROJECT EXPERIENCE

3 AMERICAN VALLEY WWTP IMPROVEMENTS QUINCY, CA | \$37M

This project involved construction of a new 1.1 MGD WWTP atop the original 1.6 MGD facility while maintaining full operations. Replacing an outdated 1981 plant that no longer met state standards required complex phased construction of new headworks, aeration facility, and solids dewatering facility, followed by sludge holding pond and transfer pump station construction. Myers managed temporary bypass pumping, individually commissioned four aeration trains, and coordinated 32 days of continuous bypass pumping to enable simultaneous plant operation until full transition, meeting all regulatory discharge requirements.

Mechanical Project Manager/Commissioning Manager. Robert managed procurement of key process equipment packages, evaluated alternative procurement solutions, resolved constructability issues, handled client relations, and oversaw mechanical subcontractors. Under Robert's leadership, Myers delivered over \$5M in pre-fabricated materials during COVID-19 without schedule delays. The project was successfully completed and commissioned with no disruption to existing treatment plant operations.

LAS GALLINAS SECONDARY TREATMENT PLANT UPGRADE AND RECYCLED WATER EXPANSION

SAN RAFAEL, CA | \$57.2M

Myers upgraded this WWTP plant from 3 MGD to 15 MGD and the recycled water treatment facility from 1.6 MGD to 3.2 MGD. Work included concrete caissons for ground improvements, a three million gallon aeration/anoxic basin, sixteen 15-foot diameter fixed film aeration wheels with motors/chains, new electrical building and system upgrades, a one megawatt generator, two new 1.2 million gallon clarifiers with mechanisms, and mechanical and underground piping installation.





Structural Project Manager. Robert managed procurement of key process equipment and structural component packages, identified process equipment and structural constructability and procurement issues, handled client relations, and oversaw structural subcontractors. Robert processed over 180 change orders valued at more than \$5M related to constructability improvements, value engineering, and value-added infrastructure enhancements.

VEOLIA NORTH AMERICA SLUDGE THICKENER PROGRESSIVE DESIGN-BUILD RICHMOND, CA | \$9.6M

This design-build project included the removal and replacement of the aging and nonoperational dissolved air flotation thickener (DAFT) facilities with an efficient, reliable sludge thickener compatible with the plant's processes.

Project Manager/Commissioning Manager. Robert managed risk assessment and constructability during the build phase, including evaluating and selecting key process equipment packages, analyzing cost/benefits of construction materials and vendors, managing subcontractor selection and scopes, developing construction budgets concurrent with design progress, value engineering, resolving constructability issues, client relations, subcontractor management, and overall budget and schedule control. He delivered a design with fewer than 30 RFIs and less than 10 re-submittals during construction.

Robert also led system commissioning activities including start-up procedures, performance testing, and operational training to ensure seamless facility handover.

VEOLIA NORTH AMERICA SODIUM BISULFITE FACILITY IMPROVEMENTS RICHMOND, CA | \$6.2M

The Sodium Bisulfite (SBS) facilities remove chlorine from combined effluent discharged from the Richmond and West County Water (WCW) District treatment plants prior to final discharge to the San Francisco Bay. This project was a joint effort between Richmond, WCW, and Veolia North America to upgrade the outdated SBS facility and chlorine building. To ensure continuous operation, the project was split into seven separate phases. The project was delivered on time and budget with no disruptions to WWTP daily operations.

Project Manager/Commissioning Manager. Robert managed all procurement, construction progress measurement, alternative solution development, constructability issue resolution, client relations, subcontractor oversight, and overall budget and schedule control. He helped the team provide \$1.2M in savings related to constructability improvements, value engineering, and infrastructure enhancements.

Robert also led system commissioning activities including start-up procedures, performance testing, and operational training to ensure seamless facility handover.

EASTERLY ACETIC ACID STORAGE AND CONVEYANCE VACAVILLE, CA | \$1M

Project included installation of stainless steel tanks, pumps, and piping for the storage and conveyance of acetic acid to existing anoxic basins.

Project Engineer. Robert was responsible for daily project administration, onsite management, and sourced readily available construction materials.

LINDA COUNTY WATER DISTRICT WASTEWATER TREATMENT PLANT PHASE 2 MARYSVILLE, CA | \$7.5M

Project Engineer. Project included demolition of existing 18 inch welded steel effluent discharge pipe, in addition to installation of 30 inch welded steel pipe and tie into existing effluent discharge pipe.

WINTERS HIGHLANDS STORM DRAIN/SANITARY SEWER LIFT STATIONS WINTERS, CA | \$3.3M

Project included construction of a detention basin inlet structure, pump station, discharge pipeline and discharge box, sanitary sewer wet well and piping, and associated electrical and controls.

Project Engineer. Robert was responsible for large procurement package tracking, daily project administration, onsite management, and sourced readily available construction materials.

BUTTE COUNTY NEAL ROAD SEPTAGE RECEIVING AND TRANSFER FACILITY PARADISE, CA | \$1.7M

Project Engineer. Project included construction, testing, and commissioning of an automated 60,000 gallon septage receiving and transfer facility. The project met budget and complied with all project contract requirements.



**YEARS OF EXPERIENCE**

14 years

YEARS WITH MYERS

6 years

EDUCATION

B.S., Occupational Safety and Health, Columbia Southern University

B.S., Fire Protection and Administration, Columbia Southern University

A.S., Fire Science / Fire Academy / EMT, Santa Ana College

CERTIFICATIONS AND TRAINING

- ◆ Certified Safety Professional (CSP)
- ◆ Associate Safety Professional (ASP)
- ◆ Construction Health and Safety Technician (CHST)
- ◆ Emergency Medical Technician (EMT)
- ◆ AHA First Aid/CPR Instructor
- ◆ ATSSA Flagger Instructor

“ Ryan exemplifies a steadfast commitment to safety, putting safety first and always. He is constantly seeking innovative ways to enhance worker safety and always advocates against complacency in the field. His active involvement in the Annual Caltrans/Industry Safety Summit each year, where he leads group discussions on diverse safety topics, underscores his invaluable contributions towards fostering a culture of safety. **”**

-AMJAD M. OBEID, P.E., HQ Division of Construction, OCSI

RYAN CASTILLO, CSP, ASP, CHST, EMT

SAFETY MANAGER

Ryan will serve as Safety Manager for the BRWTP Project, bringing 14 years of leadership experience as a Certified Safety Professional (CSP) in occupational safety and health within the construction industry. His recent water treatment facility experience includes serving as Safety Manager on the Las Gallinas Secondary Treatment Plant Upgrade, where he oversaw safety for complex construction activities including installation of concrete caissons, three million gallon aeration/anoxic basin structures, clarifiers, and underground piping while maintaining plant operations.

Ryan's expertise in trenching and excavation safety directly applies to the BRWTP basin construction, having successfully managed safety programs for projects involving deep excavations, precast pile driving, and underground utility work. With proven experience developing and implementing comprehensive, project-specific safety programs for large-scale construction projects and special expertise in ensuring subcontractor compliance, Ryan applies deep knowledge of federal, state, and local safety standards to ensure safe execution of the basin replacement project while minimizing operational impacts to the active water treatment facility.

PROJECT EXPERIENCE

LAS GALLINAS SECONDARY TREATMENT PLANT UPGRADE AND RECYCLED WATER EXPANSION

SAN RAFAEL, CA | \$57.2M

Safety Manager. Myers was responsible for coordination of all construction activities for this WWTP. The project upgraded the plant from 3 MGD to 15 MGD and the recycled water treatment facility from 1.6 MGD to 3.2 MGD. Work included concrete caissons for ground improvements, a three million gallon aeration/anoxic basin, sixteen 15-foot diameter fixed film aeration wheels with motors/chains, new electrical building and system upgrades, a one megawatt generator, two new 1.2 million gallon clarifiers with mechanisms, and mechanical and underground piping installation.

VALLEJO FLOOD & WASTEWATER DISTRICT MARE ISLAND PUMP STATION 3W EFFLUENT BYPASS

VALLEJO, CA | \$40M

Safety Manager. Project included demolition and modifications to existing components in Chlorine Contact Tank C, construction of new precast pile supported Flow Split Structure No. 6 onto Existing Chlorine Contact Tank C, construction of a new precast pile supported Chlorine Contact Tank D and Mare Island Pump Station, general site improvements, piping and electrical installation in a heavily congested project site, and electrical modifications associated with the existing Mare Island Pump Station Control. Project also included removal offsite of previously removed biotower cover located in pieces around the WWTP site, replacement of existing trickling filter media and distributor arms and drive and installation of retractable stairs at one biotower, construction of a new valve vault on the Mare Island outfall pipe, and construction of a new Ryder Street basin bypass pipe for the Mare Island outfall.



HILLCREST AND SILVERADO HIGHLANDS PUMP STATIONS REPLACEMENT DESIGN-BUILD NAPA VALLEY, CA | \$3M

Safety Manager. Myers partnered with the City of Napa on their first design-build project, replacing critical infrastructure destroyed by the 2017 Atlas Fire on an accelerated schedule. The team facilitated transparent collaboration to address significant challenges including property line coordination, generator sizing, and pump system optimization. Through consistent cost communication during design and organized value engineering workshops, Myers met the aggressive schedule and stayed within the GMP.

I-405 AT SAN GABRIEL RIVER BRIDGE SCOUR MITIGATION CMAR LOS ANGELES, CA | \$10M

This project involves the scour mitigation for Piers 3 and 4 on three bridges in the San Gabriel River to include footing extensions and cast-in-drilled-hole piles. Two temporary sheet pile cofferdam systems will be installed and the channel bottom will be excavated 17 feet around the pile footings with a backfill of rock slope protection material or rip-rap. Part of the mitigation includes debris removal and environmental compliance with a sensitive waterway.

Safety Manager. Ryan is responsible for overseeing and implementing the project-specific safety plan, determining the required safety equipment needed, providing safety training for employees, subcontractors and vendors and monitoring compliance with the safety requirements. The team collaborated with Caltrans to reduce the environmental impacts and to minimize the project's duration throughout the preconstruction phase.

PAINTERSVILLE/MOKELUMNE BRIDGE RETROFIT SACRAMENTO, CA | \$26.4M

This project addressed seismic stability deficiencies for four aging bridges, one on SH 160 crossing the Sacramento River (Paintersville), one carrying SH 160 across a Sacramento Regional Transit (SacRT) track (Paintersville) and two side-by-side I-5 bridges crossing the Mokelumne River. The team replaced the lattice bracing system on the SH 160 river crossing with solid cover plates to large-diameter cast-in-drilled-hole piles to strengthen the foundation. For the I-5 bridges, the team installed outrigger bent cap systems at the piers and large-diameter cast-in-steel-shell piles to reinforce the abutments. Myers employed partnering, collaboration, value engineering and innovative thinking to address unanticipated challenges —quickly assembling the right people to brainstorm and vet potential solutions to reduce cost and schedule impacts, clarify expectations about deliverables and minimize public mobility impacts.

Safety Manager. Ryan oversaw the safety of employees, subcontractors and general public, enforced project specific safety and health programs, and developed, coordinated and implemented overall project safety programs resulting in no OSHA recordables and a zero incidence rate. The team successfully coordinated with the USCG and five other environmental agencies to minimize environmental permitting restrictions and conflicts within permits. The team delivered the project under restrictive permit requirements and seasonal construction windows. Originally slated for two construction seasons, Myers negotiated a value engineering change proposal with Caltrans to complete the project in one season and minimize impacts to the traveling public, waterway traffic and local businesses.

I-215/BARTON ROAD INTERCHANGE RECONSTRUCTION CMAR GRAND TERRACE, CA | \$48M

The purpose of this CMAR project was to correct operational deficiencies and reduce traffic congestion, limited facility capacity and inefficient traffic operations. This project required complex maintenance of traffic, complete streets features, such as ADA upgrades and staging to integrate the needs of higher speed I-215 traffic exiting to Barton Road with local business, retail and resident access concerns. The project was a multiple phased construction project with approximately 18 acres of landscaping and 210,000 cubic yards of earthmoving activity and export.

Safety Manager. Ryan oversaw all aspects of the project's safety program including conducting monthly safety committee meetings, coordinating safety training, directing accident and near-miss incident investigations and making recommendations for corrective actions. The team successfully delivered this project on time and within budget. The team expended more than 286,000 man-hours, including subcontractors, over the 2.5-year period with zero public-interaction accidents throughout the dense project corridor.

SR 91-I-15 CONNECTOR DESIGN-BUILD CORONA, CA | \$165M

Safety Manager. Riverside County Transportation Commission and Caltrans partnered to build this connector linking the I-15 Express Lanes to the SR 91 Express lanes, including a new connection from eastbound SR 91 to northbound I-15 and from southbound I-15 to westbound SR 91. The connector provides a seamless transition between the tolling systems along this corridor for motorists and express bus users. This project involved 34 bridge structures and eight miles of pavement.



**YEARS OF EXPERIENCE**

6 years

YEARS WITH MYERS

6 years

EDUCATION

M.S., Construction Engineering and Management, San Jose State University

B.S., Civil Engineering, Gujarat Technological University, India

CERTIFICATIONS AND TRAINING

- ◆ OSHA 30-Hour
- ◆ Procore Project Management Certificate

AVADH RADADIYA

QUALITY MANAGER

Avadh brings six years of experience in water and wastewater treatment projects. His recent project experience includes the Lytton Rancheria WTP/WWTP with seasonal storage ponds, MBR treatment systems, and operations building, and the Alameda County PFAS Treatment Facility with ion exchange treatment systems.

His project management experience encompasses quality assurance and quality control, procurement oversight, subcontractor management, and change order management. Avadh has managed projects involving reinforced concrete construction, underground piping systems, electrical instrumentation, and treatment facility operations, providing relevant experience for the BRWTP Project.

With demonstrated experience in project delivery from preconstruction through commissioning, Avadh has successfully overseen project team performance, cost planning, schedule management, and quality assurance across multiple water and wastewater infrastructure projects. His background includes managing projects delivered on time and within budget while coordinating with multiple stakeholders and ensuring quality standards throughout construction phases.

PROJECT EXPERIENCE



LYTTON RANCHERIA WTP/WWTP PROGRESSIVE DESIGN-BUILD

WINDSOR, CA | \$11M (WTP), \$40.6M (WWTP)

WTP: The 0.37 million gallons per day (MGD) greenfield WTP project included installation of three water storage tanks with a total storage capacity of 675,000 gallons of treated water, booster pump station, sewer lift station, hydropneumatic tank, chemical treatment chain, backwash tank, and operations building, as well as miscellaneous site work and civil improvements. The project also included two new well developments to pull groundwater for use as raw water supply for the WTP.

Project Manager. Avadh was responsible for overseeing most major aspects of the project including project team performance, planning for costs, quality of work, change order management, schedule and budget management, procurement, and subcontractor management. Under Avadh's leadership as project manager, the team relocated the plant, saving an estimated \$2-3M in build site costs at the proposed WTP location.

WWTP: This 3-phase project constructed a new 0.5 MGD WWTP with MBR system, UV disinfection, dewatering system, recycled water pump station and storage pond, influent and transfer pump stations, underground emergency storage tanks, electrical systems, and operations building. Additional scope included a 31-million-gallon central pond disposal facility with liner and rip rap, pump station, galaxy filter system, yard piping, and a 417 GPM lift station with outfall structure.

“Avadh and team were professional, timely and pushed themselves to a new level of flexibility...collaborating with multiple design teams, testing agencies, etc. We truly appreciated the transparency from Myers and voicing matters as they arose so things could be addressed, handled, and closed.”

—JONI FOURNIER, Director of Special Projects, Artaic Group





Myers collaborated with the engineer, Tribe, and owner's representative on equipment evaluations and design optimization.

Project Manager. Avadh led project delivery, overseeing team performance, cost planning, quality assurance, and schedule management. He effectively managed change orders, procurement, and subcontractor performance, ensuring the project was delivered on time and within budget.

Avadh successfully delivered the project on schedule by implementing a streamlined design approach with a prepackaged WWTP featuring single-point manufacturing that integrates aeration, anoxic treatment, clarification, UV disinfection, and solids handling. His project management ensured system-wide compatibility while reducing construction timelines, enabling the WWTP to be ready on time for the Tribe's move-in to their new community.

SAN MATEO WWTP IMMEDIATE ACTION PROJECTS PACKAGE II SAN MATEO, CA | \$7.1M

The scope of work consisted of installing a dewatering system, cake pumping system, sludge cake hopper system, repair of chlorine contact tank piping, and work related to digesters improvements.

Project Manager/Quality Manager. Avadh oversaw major construction aspects including material, equipment, and labor procurement, cost planning, and quality assurance. This project required installing new equipment while maintaining continuous operation of the City's existing plant. Led by Avadh, Myers collaborated with the City to develop a meticulous plan ensuring seamless integration with minimal operational disruption, achieving successful installation and start-up.

SAN MATEO WWTP NUTRIENT REMOVAL AND WET WEATHER FLOW MANAGEMENT UPGRADE AND EXPANSION SAN MATEO, CA | \$3.1M

The scope of work consisted of stormwater improvements, a new pump station, eductor structure development, Service Entrance Metering System (SEMS) platform, water storage tank modifications, and miscellaneous site works.

Project Manager. Avadh oversaw major construction aspects including project management, procurement, quality assurance, and change order cost proposal preparation.

As a critical precursor to the City's \$450M plant construction project, Avadh played a vital role in preparing the existing plant for new headworks. Through collaboration with the City and general contractor, Myers ensured timely completion of this phase, enabling seamless transition to the next phase of the large-scale plant project.

ALAMEDA COUNTY WATER DISTRICT GROUNDWATER PFAS TREATMENT FACILITY - PHASE 1 FREMONT, CA | \$16.6M

This project involved construction of a new 6 MGD groundwater ion-exchange PFAS treatment facility at the District's blending facility to remove PFAS, PFOS, and PFHxS from groundwater sources. Work included installing new piping, concrete slabs, filter vessels, vertical turbine pumps, electrical service, instrumentation, and civil/site improvements. The design blends PFAS-treated water with groundwater and surface water at ratios that ensure PFAS levels below respective notification levels. The facility can be expanded to 15 MGD capacity if needed.

Project Manager. Avadh managed all project phases through closeout including team performance, schedule and budget management, procurement, and change order management.

To meet the District's critical peak season water demand, the project required an accelerated schedule with a stringent deadline for operational readiness. Myers demonstrated exceptional project management expertise, delivering the project on time and within budget to meet the interim milestone and ensure facility operation during peak season. This resulted in significant District cost savings by producing PFAS-free water in-house rather than purchasing it at higher prices.





YEARS OF EXPERIENCE

26 years

YEARS WITH MYERS

2 years

CERTIFICATIONS AND TRAINING

- ◆ First Aid/CPR
- ◆ Confined Space
- ◆ Trench Safety
- ◆ Excavation
- ◆ Forklift
- ◆ Competent Person

ADAM SMITH

PROJECT SUPERINTENDENT

Adam has served in various field management roles including superintendent, carpenter, lead carpenter, and equipment operator across 20 years of water and wastewater treatment facility projects valued over \$127M total. His recent experience includes the Lytton Rancheria WTP/WWTP PDB project where he coordinated startup of MBR and UV disinfection systems while managing temporary bypass operations, and the Paradise Irrigation District Reservoir project where he oversaw underground process piping and tie-ins to existing systems.

Adam's expertise with disinfection protocols, equipment commissioning, and facility startups directly supports the City's objective to minimize plant shutdowns during basin replacement construction. With proven experience managing construction within active treatment facilities and coordinating sheet pile operations, underground piping, and reinforced concrete basin construction, Adam ensures quality workmanship while maintaining continuous plant operations essential for the BRWTP Project.

PROJECT EXPERIENCE



LYTTON RANCHERIA WTP/WWTP PROGRESSIVE DESIGN-BUILD WINDSOR, CA | \$11M (WTP), \$40.6M (WWTP)

WTP: The 0.37 million gallons per day (MGD) greenfield WTP project included installation of three water storage tanks with a total storage capacity of 675,000 gallons of treated water, booster pump station, sewer lift station, hydropneumatic tank, chemical treatment chain, backwash tank, and operations building, as well as miscellaneous site work and civil improvements. The project also included two new well developments to pull groundwater for use as raw water supply for the WTP.

Project Superintendent. Adam was responsible for disinfection of all waterlines and tanks and start-up of filters and pumps for the treatment plant. He collaborated with the client and the maintenance contractor to troubleshoot issues with the filtration system. When arsenic levels spiked above safe drinking water standards, Adam worked closely with the equipment supplier to resolve the issue by adjusting the dosage of two chemicals, successfully bringing arsenic levels down to safe parameters for drinking water.

WWTP: This 3-phase project constructed a new 0.5 MGD WWTP with MBR system, UV disinfection, dewatering system, recycled water pump station and storage pond, influent and transfer pump stations, underground emergency storage tanks, electrical systems, and operations building. Additional scope included a 31-million-gallon central pond disposal facility with liner and rip rap, pump station, galaxy filter system, yard piping, and a 417 GPM lift station with outfall structure. Myers collaborated with the engineer, Tribe, and owner's representative on equipment evaluations and design optimization.



Project Superintendent. Adam coordinated facility start-up with the installation of the temporary bypass. When the WWTP was not receiving adequate flows to begin the commissioning stage and properly treat incoming wastewater, Adam helped coordinate with stakeholders to develop a comprehensive plan for a bypass system and implement necessary workarounds to accommodate low flows while preserving the biological seed essential for proper wastewater treatment. This ensured the facility could achieve full operational status and meet client expectations.

PARADISE IRRIGATION DISTRICT RESERVOIR B REPLACEMENT

PARADISE, CA | \$9.5M

Project consisted of construction of two new 1.5-million-gallon glass fused to steel bolted tank erection with embedded starter ring and concrete tank foundation and floors with cathodic protection systems and safety equipment, subsurface preparation, compaction, and testing of subgrade beneath tanks for mechanically stabilized earth foundation, demolition of an earthen embankment reservoir including cover, cover support structures, and liner materials, installation of 550 lf of 36-inch C900 pipeline, 1,700 lf of site utilities, electrical and instrumentation installation including new service entrance, tank control panel, installation of photovoltaic power systems at five off-site steel tanks, gravel surfacing, security fencing, landscaping, and irrigation.

Project Superintendent. Adam coordinated the completion of civil work, underground process piping, and tie into existing process pipe.

VALLEJO FLOOD & WASTEWATER DISTRICT MARE ISLAND PUMP STATION 3W EFFLUENT BYPASS

VALLEJO, CA | \$40M

This project included demolition and modifications to existing components in chlorine contact tank C, construction of a new precast pile-supported flow split structure No. 6 onto existing chlorine contact tank C, and construction of a new precast pile-supported chlorine contact tank D and Mare Island pump station. The work also encompassed general site improvements, piping and electrical installation in a heavily congested project site, and electrical modifications associated with the existing Mare Island pump station control system.

Additional project components included offsite removal of previously removed biotower cover pieces located around the WWTP site, replacement of existing trickling filter media and distributor arms and drive, and installation of retractable stairs at one biotower. The project also required construction of a new valve vault on the Mare Island outfall pipe and construction of a new Ryder Street basin bypass pipe for the Mare Island outfall.

Project Superintendent. Adam was responsible for the coordination of installation of underground piping and associated sheet pile. He led mechanical piping installation and coordinated shutdowns and tie ins for all piping. He was also responsible for sheet pile backfill operation for multiple structures and trenches.

Due to numerous underground piping constraints, Adam collaborated closely with the client and construction manager to ensure smooth project execution. He provided innovative solutions and material recommendations that minimized costs for all parties. To streamline the process and reduce expenses, the client worked directly with the construction manager and Adam's team to develop construction details. Adam evaluated multiple options and adjusted details as needed to optimize installation efficiency.

DUCKS UNLIMITED SUTTER NATIONAL WILDLIFE REFUGE LIFT STATION DESIGN-ASSIST

MERIDIAN, CA | \$12M

Project consisted of clearing vegetation and performing site preparation; erecting steel lift station structure on driven steel pile to house pump station equipment; installing four pumps fitted with fish screens with the capacity to deliver flows of 80 cubic feet per second; install approximately 700 feet long of 54 inch diameter buried conveyance pipeline to deliver water from the pump station to distribution structure; constructing concrete distribution junction structure to control water to points of delivery; and extension of an above-ground power source from an existing line to the lift station.

Project Superintendent. Adam oversaw all scopes of work involving installing the concrete distribution junction structure, underground and aboveground process piping, and steel pile supported multiple story pump station.



**YEARS OF EXPERIENCE**

9 years

YEARS WITH MYERS

9 years

EDUCATION

B.S., Civil Engineering,
California State University,
Sacramento

CERTIFICATIONS AND TRAINING

AGC Certificate of Management -
Lean Construction

“ We have been working with Noah and the team at Myers and Sons to design and construct both WTP/WWTPs for our new development in Lytton, CA. Noah has provided us with the baseline and monthly schedule updates to track the development of our projects. Throughout both the design and construction phases, there have been numerous changes in the scope of work for our projects. Noah has been excellent in reflecting these changes in the project schedules, his timely work gives us an accurate look at the status of our projects whenever changes are made and consistently on a monthly basis with schedule updates. His communication with the on-site team from Myers and Sons helps our projects to run smoothly... Noah would be a great inclusion as a Project Scheduler to your project. **”**

-CHRISTIAN MIRANDA, O&M Manager,
PinnacleART

NOAH PECK, EIT, CM-LEAN

PROJECT SCHEDULER

Noah has successfully planned, prepared, and implemented baseline schedules for more than 200 projects, including 30+ alternative delivery projects ranging from \$2M to \$250M. His recent treatment facility scheduling experience includes the Lytton Rancheria WTP/WWTP PDB project and the American Valley WWTP Improvements project, where he managed complex phased construction schedules to maintain operational plants during construction. Noah's expertise with Oracle Primavera P6 software for baseline schedule preparation, monthly schedule updates, and Time Impact Analyses directly supports the City's objective to minimize plant shutdowns and operational impacts during basin replacement.

With proven experience scheduling projects with stringent operational constraints and working with project teams to develop construction sequencing for active treatment facilities, Noah ensures timely performance while coordinating the complex logistics required for constructing new wash water reclamation basins within an operating water treatment plant environment.

PROJECT EXPERIENCE



LYTTON RANCHERIA WTP/WWTP PROGRESSIVE DESIGN-BUILD WINDSOR, CA | \$11M (WTP), \$40.6M (WWTP)

WTP: The 0.37 million gallons per day (MGD) greenfield WTP project included installation of three water storage tanks with a total storage capacity of 675,000 gallons of treated water, booster pump station, sewer lift station, hydropneumatic tank, chemical treatment chain, backwash tank, and operations building, as well as miscellaneous site work and civil improvements. The project also included two new well developments to pull groundwater for use as raw water supply for the WTP.

WWTP: This 3-phase project constructed a new 0.5 MGD WWTP with MBR system, UV disinfection, dewatering system, recycled water pump station and storage pond, influent and transfer pump stations, underground emergency storage tanks, electrical systems, and operations building. Additional scope included a 31-million-gallon central pond disposal facility with liner and rip rap, pump station, galaxy filter system, yard piping, and a 417 GPM lift station with outfall structure. Myers collaborated with the engineer, Tribe, and owner's representative on equipment evaluations and design optimization.

Scheduler. Noah was responsible for the preparation of the baseline schedule, monthly schedule updates, and Time Impact Analyses throughout the project's life utilizing Oracle's Primavera P6 software. Noah and the Myers team implemented a carefully planned construction sequencing strategy, tied to the schedule. Coordinating closely with the owner, Myers employed a phased construction plan to prioritize critical infrastructure and reduce the project footprint.

Noah also prepared a master commissioning schedule, including activities for each party with corresponding predecessors and successors. The schedule was updated and shared at weekly meetings to discuss progress and next steps, identify potential issues, and develop proactive strategies to minimize impacts. Myers scheduled a workshop with the filter control system programmer, system integrator, and design representative to collaboratively complete the SCADA integration on schedule.





3 AMERICAN VALLEY WWTP IMPROVEMENTS QUINCY, CA | \$37M

This project involved construction of a new 1.1 MGD WWTP atop the original 1.6 MGD facility while maintaining full operations. Replacing an outdated 1981 plant that no longer met state standards required complex phased construction of new headworks, aeration facility, and solids dewatering facility, followed by sludge holding pond and transfer pump station construction. Myers managed temporary bypass pumping, individually commissioned four aeration trains, and coordinated 32 days of continuous bypass pumping to enable simultaneous plant operation until full transition, meeting all regulatory discharge requirements.

Scheduler. Noah was responsible for the preparation of the baseline schedule, monthly schedule updates, and Time Impact Analyses throughout the project's life utilizing Oracle's Primavera P6 software. He assisted in various change orders and design modifications to prevent project delays.

LAS GALLINAS SECONDARY TREATMENT PLANT UPGRADE AND RECYCLED WATER EXPANSION SAN RAFAEL, CA | \$57.2M

Scheduler. Myers was responsible for coordination of all construction activities for this WWTP. The project upgraded the plant from 3 MGD to 15 MGD and the recycled water treatment facility from 1.6 MGD to 3.2 MGD. Work included concrete caissons for ground improvements, a three million gallon aeration/anoxic basin, sixteen 15-foot diameter fixed film aeration wheels with motors/chains, new electrical building and system upgrades, a one megawatt generator, two new 1.2 million gallon clarifiers with mechanisms, and mechanical and underground piping installation.

NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM DESIGN-BUILD MODESTO, CA | \$42M

This was the first design-build project executed by the City of Modesto. The project was managed and constructed through a Myers-led joint venture. The NVRRWP provides a solution to the region's water supply and reliability programs. The program provides a new source of water for agricultural customers in the Del Puerto Water District (DPWD), whose supplies have been severely impacted by drought and environmental restrictions on pumping from the Delta. The Myers team developed an aggressive schedule to meet a state water-funding program deadline, requiring concurrent design and construction and early procurement of long-lead items.

Scheduler. Noah was responsible for the preparation of the Baseline schedule, monthly schedule updates, and Time Impact Analyses throughout the project's life utilizing Oracle's Primavera P6 software.

The Myers team, including Scott Wolfenberger and Noah Peck, developed an aggressive delivery schedule to meet a state water funding program deadline. Leveraging concurrent design and construction and early procurement of long lead items (i.e., pumps), Myers overcame challenges such as coordinating permitting with Union Pacific for jack and bore under railroad tracks, in addition to wet weather conditions and an endangered species nesting season that delayed directional drilling activities.

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT TERTIARY TREATMENT SYSTEM SAN BERNARDINO, CA | \$13.8M

This project consists of building a new tertiary system and integrating it into the Water Reclamation Plant, which provided primary and secondary treatment. The new tertiary system consists of an influent pump system, cloth disc filter system, Trojan UV system, and effluent pump system, as well as system controls, UV structure shade canopy, equipment, and appurtenances. The tertiary system is serviced by a new recloser, transformer and electrical building. Ancillary work includes upgrade modifications to an existing tertiary reservoir and booster pumps.

Scheduler. Noah collaborated with the construction manager throughout the project to maintain on-time completion despite multiple procurement delays. He also worked with the Construction Manager on design changes to minimize schedule impacts.

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT EAST INFLUENT SIPHON SAN BERNARDINO, CA | \$12.2M

The project consists of rehabilitating two existing 36-inch pipelines with cured-in-place-pipe (CIPP) liner, implementing and maintaining a temporary wastewater bypass for approximately 14-16 mgd of projected dry weather flows, including installation of power cables in an existing electrical duct bank to power the bypass system. Project also includes construction of two cast-in-place temporary bypass structures, one precast bypass structure, and associated bypass piping to be demolished at the end of the project. Project includes demolition of the existing East Influent Siphon Structure and construction of a replacement East Influent Siphon Structure.

Scheduler. Noah prepared baseline schedules, monthly schedule updates, and Time Impact Analyses throughout the project lifecycle using Oracle Primavera P6 software. He guided the project through multiple design changes and additional work to maintain schedule adherence. This was an expedited project with critical timing requirements.



**YEARS OF EXPERIENCE**

4 years

YEARS WITH MYERS

4 years

EDUCATIONB.S., Civil Engineering,
University of the PacificM.S., Engineering Science,
University of the Pacific**CERTIFICATIONS AND TRAINING**

- ◆ Confined Space
- ◆ Fall Protection
- ◆ Trench Safety
- ◆ First Aid/CPR
- ◆ Forklift
- ◆ OSHA 30-Hour

RICHARD NGO, EIT

PROJECT ENGINEER

Richard brings 4 years of experience in water and wastewater infrastructure construction. His recent project experience includes serving as Project Engineer on the American Valley WWTP Improvements project, where he performed quantity takeoffs using PlanSwift, procured mechanical piping and fittings, coordinated start-up and testing of newly installed process equipment including pumps and treatment systems, and assisted with facility commissioning.

Richard's experience on the Mare Island Pump Station project involved managing construction of chlorine contact tanks and pump stations, coordinating utility conflicts, overseeing precast pile driving, reviewing structural and mechanical shop drawings, preparing work plans, and performing quality control oversight of underground piping and mechanical equipment installation. With demonstrated expertise in materials procurement, submittal review, construction coordination, and quality control for complex water/wastewater treatment facilities, Richard will ensure technical accuracy and construction quality throughout all phases of the BRWTP Project.

PROJECT EXPERIENCE



AMERICAN VALLEY WWTP IMPROVEMENTS QUINCY, CA | \$37M

This project involved construction of a new 1.1 MGD WWTP atop the original 1.6 MGD facility while maintaining full operations. Replacing an outdated 1981 plant that no longer met state standards required complex phased construction of new headworks, aeration facility, and solids dewatering facility, followed by sludge holding pond and transfer pump station construction. Myers managed temporary bypass pumping, individually commissioned four aeration trains, and coordinated 32 days of continuous bypass pumping to enable simultaneous plant operation until full transition, meeting all regulatory discharge requirements.

Project Engineer. Richard used PlanSwift to perform quantity takeoff and procured mechanical piping and fittings, inventory and field verify procurement upon delivery, and assembled work plan for crew. He planned and coordinated start-up and testing of every newly installed process equipment (i.e. grit pumps, grit washer, VTPs, screw press, polymer blending unit, etc.) and assisted with getting the facility seeded and commissioned.

Through this experience, Richard gained valuable insight into value engineering during procurement and witnessed firsthand how missing structural details requiring design clarifications can impact project costs during construction.

VALLEJO FLOOD & WASTEWATER DISTRICT MARE ISLAND PUMP STATION 3W EFFLUENT BYPASS VALLEJO, CA | \$40M

This project included demolition and modifications to existing components in chlorine contact tank C, construction of a new precast pile-supported flow split structure No. 6 onto existing chlorine contact tank C, and construction of a new precast pile-supported chlorine contact tank D and Mare Island pump station. The





work also encompassed general site improvements, piping and electrical installation in a heavily congested project site, and electrical modifications associated with the existing Mare Island pump station control system.

Additional project components included offsite removal of previously removed biotower cover pieces located around the WWTP site, replacement of existing trickling filter media and distributor arms and drive, and installation of retractable stairs at one biotower. The project also required construction of a new valve vault on the Mare Island outfall pipe and construction of a new Ryder Street basin bypass pipe for the Mare Island outfall.

Project Engineer. Richard managed construction of Chlorine Contact Tank D, Mare Island Pump Station and Flow Split Structure 6, coordinating existing utility conflicts and overseeing precast pile driving. He reviewed structural and mechanical shop drawings, performed materials takeoffs using PlanSwift and Excel, and prepared work plans while managing materials procurement and quality control. Richard also oversaw procurement and installation of underground piping, mechanical equipment, and process piping systems.

Richard provided value engineering with significant cost savings on slip dowels for partial contraction joints by proposing a higher tensile strength material that allowed increased spacing and reduced dowel size, implemented with the engineer's approval.

DUCKS UNLIMITED SUTTER NATIONAL WILDLIFE REFUGE LIFT STATION **DESIGN-ASSIST** MERIDIAN, CA | \$12M

This project involved clearing vegetation and site preparation; erecting steel lift station structure on driven steel pile to house pump station equipment; installing four pumps fitted with fish screens with the capacity to deliver flows of 80 cubic feet per second; installing approximately 700 feet long of 54 inch diameter buried conveyance pipeline to deliver water from the pump station to distribution structure; constructing concrete distribution junction structure to control water to points of delivery; and extension of an above-ground power source from an existing line to the lift station.

Project Engineer. Richard reviewed shop drawings and submittals for miscellaneous metals, fish screens, slide gates, VTPs, valves and fittings, and rebar. He identified significant cost savings by switching from the contract-specified Victaulic 231 flexible expansion joint to a Proco 231 expansion joint with limit/control rods.





YEARS OF EXPERIENCE

12 years

YEARS WITH TELSTAR

3 years

EDUCATION

M.S., Electrical & Electronics Engineering, CSU Sacramento

B.S., Electrical & Electronics Engineering, CSU Sacramento

CERTIFICATIONS AND TRAINING

Licensed Professional Engineer in CA, TX, TN, GA and FL

MARK FERANIL, PE

EI&C MANAGER

Mark brings 12 years of specialized experience as a licensed Professional Engineer, with expertise in electrical and instrumentation & control (I&C) systems for water and wastewater treatment facilities. His comprehensive background encompasses project management, system design, equipment procurement, factory testing, and field commissioning across multiple treatment plant environments.

Mark's direct experience with the City of Roseville's infrastructure makes him uniquely qualified for the BRWTP Project. Having successfully led the Barton Road Water Treatment Plant Allen Bradley PLC Replacement Project, he possesses intimate knowledge of the facility's operational requirements, existing systems, and infrastructure constraints. This familiarity enables him to anticipate potential challenges and implement solutions that ensure seamless integration with existing plant operations while minimizing facility downtime.

His proven track record includes managing complex control system upgrades at multiple City of Roseville facilities, including the Pleasant Grove WWTP and Dry Creek WWTP control panel modernization projects. Mark has successfully coordinated the procurement, factory testing, and installation of dozens of PLCs, VFDs, and associated electrical equipment while maintaining strict quality standards and schedule adherence.

Mark's combination of technical expertise, project management experience, and specific knowledge of Roseville's treatment facilities positions him to deliver exceptional value on the BRWTP Project, ensuring successful modernization while maintaining the reliability and performance standards the City requires.

PROJECT EXPERIENCE

BARTON ROAD WATER TREATMENT PLANT ALLEN BRADLEY PLC REPLACEMENT PROJECT ROSEVILLE, CA | \$1.9M

Project Manager/Engineer. Mark led Telstar's modernization of aging infrastructure at the Barton Road Water Treatment Plant for the City of Roseville. The project involved upgrading 19 Allen Bradley CompactLogix PLCs, 11 Eaton MCC Smart Buckets, and 60 Allen Bradley VFDs across multiple plant areas.

Working with the City's approved programmer, Mark created installation drawings, conducted factory testing including PLC I/O checks, and developed cutover plans to minimize facility impact and downtime. He coordinated the installation of new equipment, power/control wire termination, and wire labeling, then assisted with functional testing to ensure proper operation and process control. Mark completed the project by updating drawings to accurately reflect current conditions in each modified area.

This direct BRWTP experience will be invaluable as Mark understands the facility's infrastructure and operational requirements, enabling him to ensure seamless integration with existing plant systems while maintaining the highest standards of reliability and performance.



PLEASANT GROVE WASTEWATER TREATMENT PLANT CONTROL PANEL UPGRADES ROSEVILLE, CA | \$1.3M

Project Manager/Engineer. Mark serves as Project Manager/Engineer for the City of Roseville on this PLC replacement initiative at Pleasant Grove WWTP, mirroring the approach used for the Barton Road WTP Allen Bradley project. Telstar will supply and install 15 new Modicon M340 PLCs throughout the facility.

Mark's responsibilities encompass procuring the PLCs and associated electrical equipment, coordinating and overseeing factory acceptance testing for the new control systems, conducting thorough reviews of installation documentation, and managing the on-site installation and system cutover process.

DRY CREEK WASTEWATER TREATMENT PLANT CONTROL PANEL UPGRADES ROSEVILLE, CA | \$1M

Project Manager/Engineer. Mark assumes the same project management and engineering responsibilities for the equipment modernization at Dry Creek Wastewater Treatment Plant. This project involves approximately 17 PLCs that Telstar will supply, test, and install throughout the facility.

SAN FRANCISCO INTERNATIONAL AIRPORT, INDUSTRIAL WASTE PUMP STATION UPGRADES SAN FRANCISCO, CA | \$1.1M

Project Manager/Engineer. Mark collaborated with the Airport's Engineering Bureau to specify instrumentation and develop designs for power distribution, pump control, and PLC panels across three Industrial Waste Pump Stations situated on the airfield. Each station's pumps feature both VFD and starter configurations to minimize operational downtime. The stations are equipped with SCADAPack 474 PLCs, radar level sensors, and admittance level probes to establish primary and backup level control systems.

Following installation, Mark directed the field testing team to verify equipment functionality and confirm proper operation of each pump station.

PART 2 - COST PROPOSAL

DESIGN-ASSIST AND CONSTRUCTION OF:

**BARTON ROAD WTP WASH
WATER RECLAMATION
BASINS 1 AND 2
REPLACEMENT PROJECT**

RFP #08-149



SUBMITTED BY:

Myers & Sons Construction, LLC
June 16, 2025

Attachment E: GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE

1.0 TOTAL PROPOSED GUARANTEED MAXIMUM PRICE (GMP)

The undersigned proposes and agrees to contract with the City to perform all of the Work for the Design Assist Construction of Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project including subsidiary obligations as defined in the Contract, for a **Guaranteed Maximum Price (“GMP”)** of
Ten Million Three Hundred Seventy Five Thousand Eight Hundred Fifty _____ dollars
(\$ \$10,375,850.00), U.S. Currency.

Subject to the provisions of this Proposal, and the Contract, the costs and expenses which the Contractor may include in the “Cost of Work” for purposes of determining that aspect of the Contractor’s compensation are as set forth below. The Contractor’s total compensation, including Fee and allowable mark-ups, shall not exceed the GMP.

The GMP may be adjusted by Change Order in accordance with the Agreement.

2.0 BREAKDOWN OF GUARANTEED MAXIMUM PRICE

Proposer provides the breakdown of the Contractor’s GMP by major items of work as shown in Table E-1. The cost breakdown should sum to a total that equals the GMP given in this Attachment 14 Section 1.0 – Total Proposed Guaranteed Maximum Price.

Table E-1: Breakdown of Guaranteed Maximum Price

Scope Area	Cost
Mobilization, Demobilization, Bonds, Insurance	\$728,000.00
Preconstruction Services	\$151,600.00
Demolition Activities	\$120,400.00
Sheeting/Shoring/Bracing (From Table E-5)	\$2,033,330.00
Sitework: Grading, Paving, Other Surfacing	\$138,408.00
Yard Piping: Trenching, All underground utility such as: piping, conduits, vaults, and handholes.	\$1,004,795.00
Wash Water Reclamation Basins 1 and 2: Foundation, Walls, Architectural Components.	\$2,789,842.00
Wash Water Reclamation Basins 1 and 2 Mechanical Component: Basin Piping, Valves, Sludge Pumps, Sludge Collector Drives, and Sludge Sump Valves.	\$1,748,150.00
Wash Water Reclamation Basins 1 and 2 Electrical & Instrumentation: Conduit, Lighting, Wire Devices, VFDs, Panels, Sensors, Instruments.	\$859,825.00

Scope Area	Cost
Calibration Start-up & Commission and Configuration	\$117,500.00
All Other Work	\$435,000.00
Mandatory Allowance Items (From Table E-6)	\$200,000.00
Voluntary Allowance Items Total (From Table E-7)	\$49,000.00
Total GMP:	\$10,375,850.00

3.0 COST OF THE WORK

The term “Cost of Work” means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, equipment, subcontractors, special services, bonds, liability, workers’ compensation and errors and omissions insurance, direct job overhead expenses, taxes and other necessary expenses incurred in the performance of the Work, that do not exceed the GMP.

3.1 Hourly Field Labor

The cost of hourly field craft labor for workers used in actual and direct performance of the work by the Contractor will be the sum of the following:

- A. The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation and similar purposes.
- B. All payments imposed by State and Federal Laws including, but not limited to, workers’ compensation insurance, and social security payments. The rates used for workers’ compensation insurance shall be actual rates paid by the Contractor for each specific craft and broken down by wage rate if applicable to that craft.
- C. Actual General Liability insurance burden, if applied to Contractor’s payroll.

3.2 Hourly Field Craft Labor Rates Limitations

The cost of hourly field craft labor for workers used in actual and direct performance of the work by the Contractor will be limited by the following:

- A. Except as otherwise may be agreed to in writing by the City, the actual wages and benefits paid for manual classifications of Contractor’s on-site workers will not, in the aggregate, be greater than the current applicable wage for each classification as established by the State of California Department of Industrial Relations.
- B. Specifically prohibited from the labor costs are other payroll burden factors such as small tools (as defined in Attachment E Section 3.6-Construction Equipment), bonuses of any kind and safety incentives.

- C. The Hourly Field Labor Rates will remain unchanged for the duration of the Project unless changed in accordance with an Industry Master Labor Agreement, if the Contractor is signatory to any such Agreements, changes by the Department of Industrial Relations, or changes made company-wide in the Contractor's organization for a craft classification in the Project's geographic area. All changes to these hourly field labor rates must be submitted by the Contractor to the City for review and approval prior to billing the City for work performed with new hourly labor rates. Increase in labor rates is not an allowable increase in the GMP.

3.3 Contractor's Hourly Field Craft Labor Rates

- A. Based on the requirements and limitations of Sections; 3.1-Hourly Field Craft Labor, and 3.2- Hourly Field Craft Labor Rates Limitations, the undersigned Proposer provides their hourly field labor rates set forth in Table E-2 for all labor employed by Contractor used in the performance all of the Work for the Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project.
- B. The proposer is to list the crafts and classifications, up to foreman level, they anticipate using in the performance of the work when completing Table E-2. Should the contractor ultimately use a craft classification not listed in table below, the contractor will submit backup cost information for that craft classification to the city.
- C. Contractor shall include the actual travel and/or subsistence costs, if any, as a separate line item under the labor cost category when submitting progress billings to the City. Except as otherwise may be agreed to in writing by the City, the actual travel and/or subsistence costs will not be more than established in an applicable Master Labor Agreement or the State of California Department of Industrial Relations.

Table E-2: Hourly Rates. **Contractor Name:** Myers & Sons Construction, LLC

Craft	Classification	Base Wage	Fringes Plus Vacation	P/R Tax & Insurance	Straight Time Hourly Rate	Overtime Daily /Saturday Rate (1.5 X)	Overtime Sunday /Holiday Rate (2 X)
Laborer	Foreman	\$41.53	\$29.91	\$10.16	\$81.60	\$122.40	\$163.20
	Journeyman	\$37.50	\$29.91	\$9.18	\$76.59	\$144.88	\$153.17
	Apprentice	\$29.20	\$29.91	\$7.15	\$66.26	\$99.38	\$132.51
Carpenter	Foreman	\$84.49	\$35.01	\$20.67	\$140.17	\$210.26	\$280.35
	Journeyman	\$64.01	\$35.01	\$15.66	\$114.68	\$172.02	\$229.37
	Apprentice	\$46.50	\$35.01	\$11.38	\$92.89	\$139.33	\$185.78
Finisher	Journeyman	\$58.49	\$33.50	\$14.31	\$106.30	\$159.45	\$212.61
Operator	Foreman	\$64.15	\$33.50	\$15.70	\$113.35	\$170.02	\$226.70
	Journeyman	\$62.62	\$33.50	\$15.32	\$111.44	\$167.16	\$222.89
	Apprentice	\$44.74	\$33.50	\$10.95	\$89.19	\$133.78	\$178.38

Craft	Classification	Base Wage	Fringes Plus Vacation	P/R Tax & Insurance	Straight Time Hourly Rate	Overtime Daily /Saturday Rate (1.5 X)	Overtime Sunday /Holiday Rate (2 X)

3.4 Management and Administrative Labor

- A. Wages and Salaries of Contractor's supervisory and administrative personnel assigned to this Project to directly manage and administer the Work: These positions may include a Principal-in-Charge, On-site Project Manager, On-site Project Engineer, On-site Superintendents, Yardman/Delivery Driver and On-site Administrative Assistant. These positions will be paid in accordance with the following Table E-3 for entire duration of the Project and include all labor burden, overhead and profit mark-ups. The Principal-in-Charge can only charge for hours worked at the Site for this Project and can also charge for attendance of on-site Project Meetings. Any off-site Principal-in-Charge time spent on this Project shall be included in the Contractor's Fee Schedule for the Project under the Contractor's Fee subsection below.
- B. The Contractor is allowed to charge up to a maximum of fifty (50) hours per week for each full-time assigned supervisory and administrative personnel even if an employee works more than fifty (50) hours in a week. The Contractor can only charge for supervisory and administrative hours if they also pay those same hours to the employee that worked up to fifty (50) hours in any given week. The Contractor is not allowed to charge for any supervisory and administrative personnel hours not paid to any employee.
- Other company personnel such as Corporate Officers and Division/Area Managers (unless either are designated as the Principle-in-Charge), Quality Control Managers, Safety Officers, Project Schedulers, Project Coordinators, Estimators, Business Supervisors and Accountants are not allowed to charge any hours to the Project. The Proposer should include the anticipated cost of such personnel in the Contractor's Fee Schedule for the Project under the Contractor's Fee Subsection 5.9 below.
- C. Based on the above requirements for Management and Administrative Labor, the undersigned Proposer proposes the rates set forth in Table E-3 for all Management and Administrative labor employed by Contractor used in the performance all of the Work for the Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project.

Table E-3: Management and Administrative Labor Rates

Management and Administrative Position	Hourly Rate
Principal In Charge	\$ 189.23
Project Manager	\$ 137.96
Project Engineer	\$ 106.44
General Superintendent	\$ 149.81
Superintendent	\$ 137.98
Delivery Driver	\$ 59.13

3.5 Materials

The cost of all materials, including all factory testing, freight and delivery costs of materials, used in performing the work will be the cost to the Contractor from the supplier thereof. All discounts for early payment shall accrue to the Contractor unless the City's payment to Contractor is paid to Contractor before discount payment is due in which case discount savings will be fully credited to the City on next progress billing. All rebates and all returns from the sale of surplus materials shall be credited to the Cost of the Work. Any rebates from future use of re-usable materials, such as concrete forming materials, shall be negotiated between the Contractor and City as materials are evaluated for possible Contractor re-use on other projects.

3.6 Construction Equipment

- A.** The undersigned Proposer proposes the initial Contractor Owned Equipment Rates set forth in Table E-4 for all Contractor Owned Equipment used in the performance all of the Work for the Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project. The rates found in this table for equipment owned by the Contractor will, in all cases, be understood to cover all fuel, supplies, repairs, maintenance, insurance, ownership, and incidental costs and no further allowances will be made for those items, unless specifically approved in writing by the City.
- B.** Equipment owned by Contractor will only be paid for the actual time equipment is used in performing work and will be rounded to the closest full hour if paid by an hourly rate.
- C.** Compensation for idle time of equipment through delays caused by the City will be made consistent with Article 9-Changes in the Work in the Design-Assist Agreement, provided as Attachment D of this RFP; however, that the Owned Equipment Rates set forth below in Table E-4 will apply.
- D.** All changes to these equipment rates must be submitted by the Contractor to the City for review and approval prior to billing the City for work performed with new hourly labor rates. Approved changes to equipment rates are not an allowable increase in the GMP.
- E.** The Proposer is to list the contractor owned construction equipment they anticipate using in the performance of the work when completing this table. Should the contractor ultimately use equipment not listed in table below, the contractor will submit backup cost information for that equipment item to the City for approval.
- F.** Equipment not owned by Contractor which is rented by Contractor and used in performing work will be paid by the City based on actual invoiced cost to Contractor, plus actual fuel/lube costs, provided the rental rate is not in excess of rental rates established by distributors or equipment rental companies in the local area. Owner-operated equipment will also be paid by the City based on actual invoiced cost to Contractor provided the City does not deem any charges excessive. All transportation costs to move equipment on and off the Work will be paid by the City up to a maximum of four (4) hours total travel time each way.
- G.** For equipment with a value less than \$500.00: The Contractor will be paid an amount of three percent (3%) of total hourly field labor costs as defined in paragraph 3.3- Contractor's Hourly Field Craft Labor Rates above to cover the cost of small tools and safety supplies for work directly performed at the Site.

Table E-4: Contractor Owned Equipment. Contractor Name: Myers & Sons Construction, LLC

Equipment Description	Hourly Rate	Daily Rate
185 CFM Air Compressor	\$20.60	\$164.80
40 Ton Hydro Crane	\$114.48	\$915.84
80 Ton Hydro Crane	\$146.26	\$1,170.08
48" Double Drum Smooth Roller	\$93.00	\$744.00
66" Double Drum Smooth Roller	\$75.00	\$600.00
56" Sheeps Foot Roller	\$56.00	\$448.00
Vibra Plate	\$22.00	\$176.00
Excavator 320	\$110.00	\$880.00
Excavator 336	\$152.00	\$1,216.00
Backhoe 430	\$70.00	\$560.00
12G Blade	\$120.00	\$960.00
950 Loader	\$88.09	\$704.72
Skip Loader	\$43.50	\$348.00
Grade All Forklift 10K	\$42.00	\$336.00
Lowbed Transfer	\$150.00	\$1,200.00

Attach additional sheets as needed.

3.7 Subcontractors and Sub Tier Subcontractors

The Contractor will be paid for all work performed by a subcontractor at the actual invoiced amount. Should a Subcontractor be required to perform extra work caused by a contract change order, the subcontractor will be allowed a mark-up as provided for in Article 9.6.4 of the Contract.

3.8 Bonds and Insurance

The Contractor will be paid the actual cost for the 100% payment bond and 100% performance bond, as well as the cost of all insurance costs required for the Work (such costs are deemed a Cost of Work and are therefore contained within the GMP). Additional details regarding requirements for Bonds and Insurance are included in Attachment 4 – Sample Contract of this RFP under Article 11 – Insurance and Bonds; Indemnification.

Table E-4: Contractor Owned Equipment. Contractor Name: Myers & Sons Construction, LLC

Equipment Description	Hourly Rate	Daily Rate
Scissor Lift	\$15.00	\$120.00
3/4" Ton Truck	\$23.64	\$189.12
Mgmt/Supervisor Truck	\$23.00	\$184.00
2500 Gallon Water Truck	\$42.00	\$336.00
1500 Gallon Water Truck	\$38.75	\$310.00
500 Gallon Water Buffalo	\$12.00	\$96.00

Attach additional sheets as needed.

3.7 Subcontractors and Sub Tier Subcontractors

The Contractor will be paid for all work performed by a subcontractor at the actual invoiced amount. Should a Subcontractor be required to perform extra work caused by a contract change order, the subcontractor will be allowed a mark-up as provided for in Article 9.6.4 of the Contract.

3.8 Bonds and Insurance

The Contractor will be paid the actual cost for the 100% payment bond and 100% performance bond, as well as the cost of all insurance costs required for the Work (such costs are deemed a Cost of Work and are therefore contained within the GMP). Additional details regarding requirements for Bonds and Insurance are included in Attachment 4 – Sample Contract of this RFP under Article 11 – Insurance and Bonds; Indemnification.

3.9 Direct Job Overhead Expenses

The Contractor will be paid for the actual cost of job overhead expenses which may include such expenses as office trailers, storage vans, temporary fencing/security, toilets, dumpsters, waste removal, water, utility power, jobsite landline telephone costs, jobsite internet provider costs, reasonable room and board subsistence for employees who live farther than 40 miles from the Work Site or as required by California prevailing wage laws, copy machine, water cooler and any office furniture required for the Work needs, including mobilization and demobilization of same. There will be no warranty reserve.

3.10 Taxes

The Contractor acknowledges it will be liable for all sales, use, gross receipts or other taxes, tariffs or duties related to the Work and that these taxes and tariffs are included in the GMP. All invoices to the City will include the applicable taxes and tariffs that are the Contractor's responsibility and will not be shown as a separate line item on the Contractor's invoice.

4.0 SHEETING AND BRACING

Each Proposal submitted in response to this RFP shall contain, as a separate cost item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb in trenches and open excavation, exceeding five (5) feet, which shall conform to applicable safety orders. By entering an amount for this cost item below, the Proposer warrants that its action does not convey tort liability to the City, the Engineer, the Construction Manager, the Funding Agencies and their respective officers, employees, agents, and subconsultants.

Table E-5: Total Amount for Worker Protection for Sheeting and Bracing

Protection in trenches and Open Excavations – Description	Total Cost
Drilled Beam and Lagging Shoring System. Plates and shoring for excavations outside of the basin envelope.	\$ 2,033,330.00

5.0 SPECIAL SERVICES

Special work or services are defined as that work not included in this agreement and characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. These special services may include such services as registered land surveyor, licensed geotechnical engineer, licensed structural engineer, special testing or laboratory work. The Contractor will be paid for special services based on actual invoiced cost, provided the City does not determine any special services costs to be excessive.

6.0 MANDATORY PROPOSER ALLOWANCES

The City is allowed to propose allowances for portions of the Work. The following City's cost allowances and allowance amounts must be included in the GMP:

Table E-6: Mandatory Proposer's Cost Allowances

Item#	Allowance Description	Allowance Amount
1	Underground Utility Allowance	\$200,000.00
	Total of Allowances:	\$200,000.00

The allowance in this section is limited ONLY for the potential relocation of the existing electrical duct-bank and shall not be used for any other work. Allowances shall not be considered for compensation as proposed shared savings as defined in Section 8.0 of this Attachment.

7.0 VOLUNTARY PROPOSER ALLOWANCES

The Proposer is allowed to propose allowances for minor portions of the Work. Proposers are limited to a maximum of three (3) proposed allowances and the total amount for all proposed allowances cannot exceed One Hundred Fifty Thousand Dollars (\$150,000.00).

Each proposed allowance description should be well-defined. There is no scoring points assigned to any proposed allowances, but they may be discussed during the final negotiations with the highest ranked Proposer. Proposers are not required to propose an allowance item; it is strictly voluntary. Unused/Unauthorized Allowance monies, if any, shall not be subject to shared saving as defined in Section 10.0 of this Attachment.

The following Proposer's cost allowances and allowance amounts are included in the GMP:

Table E-7: Voluntary Proposer's Cost Allowances

Item#	Allowance Description	Allowance Amount
1	Unknown Utilities/ Utility Conflicts	\$ \$25,000
2	Tariffs/Material Cost Escalation	\$ \$24,000
3		\$
	Total of Allowances:	\$ \$49,000

Allowances shall not be considered for compensation as proposed shared savings as defined in Section 8.0 of this Attachment.

8.0 ITEMS NOT INCLUDED IN THE COST OF WORK:

- A. Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the Site, except as specifically provided in this Attachment J Section 3.4 – Management and Administrative Labor.
- B. Expenses of Contractor's principal office and offices, other than the Site office.
- C. Contractor's General Overhead and Expenses, except as specifically provided for in the Contract Documents.
- D. The capital expenses of Contractor, including interest on capital employed for the Work and charges to Contractor for delinquent payments.
- E. Hours in excess of fifty (50) hours per week for each full-time assigned supervisory and administrative personnel even if a supervisory or administrative employee works more than fifty (50) hours in a week.
- F. Costs due to correction of Defective Work, disposal of materials or equipment wrongfully supplied, and making good any damage to property.
- G. Costs that would cause the GMP to be exceeded.
- H. Any costs incurred after Owner's Final Acceptance of the Project.

9.0 CONTRACTOR'S FEE MARKUPS

- A. The undersigned Proposer proposes the following mark-up fees for general overhead and profit in the performance all of the Work for the Barton Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project as shown in Table E-8.

Table E-8: Contractor's Fee Mark-up Schedule

Attachment E Section	Cost Category	Fee Mark-Ups For General Overhead And Profit
3.1-3.3	Hourly Field Labor	12 %
3.4	Management and Administrative Labor	Included in hourly rates
3.5	Materials	12 %
3.6	Construction Equipment	12 %
3.7	Subcontractors	10 %
3.8	Bonds and Insurance	12 %
3.9	Direct Job Overhead Expenses	12 %
3.10	Taxes	12 %

- B. Based on the above percentages for each cost category, the Proposed Total Fee Markup-for General Overhead and Profit percentage included in the Contractor's GMP is 12 %.

10.0 PROPOSED SHARED SAVINGS

In the event the final Cost of Work, plus the Proposed Total Fee Mark-up for General Overhead and Profit, is less than the GMP, as adjusted by the Change Orders, the undersigned Proposer proposes a sharing of the savings as follows.

68 % of the savings to the City

32 % of the savings to the Contractor

Percent of Savings to the contractor must be a minimum of 20% plus the Total Fee Markup percentage for General Overhead and Profit as shown in the GMP (Attachment E, Paragraph 9.0.B).

Should there be savings shared, City will pay the Contractor its share of the savings at the same time as the final retention payment.

EXHIBIT C - GUARANTEED MAXIMUM PRICE, COST OF WORK, AND FEE

- A. **GUARANTEED MAXIMUM PRICE:** The Guaranteed Maximum Price as of the date of execution of this Agreement is ten million, three hundred seventy-five thousand, eight hundred fifty dollars (\$10,375,850)U.S. Currency.
- B. **FEE AND CONTINGENCY:** The Fee and Contingency amounts, if any, are as detailed in the CONTRACTOR'S Proposal in Attachment Form 8-GUARANTEED MAXIMUM PRICE, COST OF WORK, and FEE.
- C. **COST OF THE WORK:**

Cost of the Work. The term "Cost of the Work" shall mean costs incurred by CONTRACTOR in the performance of the Work, that do not exceed the GMP. The following are categories of cost and expense to be paid by CITY to CONTRACTOR as Cost of the Work:

1. Construction Costs.

1.1. Labor Costs.

- 1.1.1. Wages of construction workers directly employed by CONTRACTOR to perform the construction of the Work at the Site or, with CITY'S agreement, at off-site workshops.
- 1.1.2. Wages or salaries of CONTRACTOR's supervisory and administrative personnel when stationed at the Site and wages, salaries and other costs of project management, pre-construction services, form design, foundation engineering, manpower planning, purchasing, estimating and data processing, whether performed at the Site or in CONTRACTOR's offices, including, but not limited to services rendered during the Design Phase of the Project.
- 1.1.3. Wages and salaries of CONTRACTOR's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- 1.1.4. Costs paid or incurred by CONTRACTOR for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in subsections 1.1.1 through 1.1.3 above.

- 1.2. **Subcontract Costs.** Amounts due Subcontractors in accordance with the requirements of the Subcontracts.

- 1.3. **Costs of Materials and Equipment Incorporated in the Completed Construction.** Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

DESIGN-ASSIST CONSTRUCTION AGREEMENT
BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2
REPLACEMENT PROJECT

1.4. **Costs of other Materials and Equipment, Temporary Facilities, and Related Items.**

- 1.4.1. Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by CONTRACTOR at the Site and fully consumed in the performance of the Work; and cost, less salvage value, on such items if not fully consumed, whether sold to others or retained by CONTRACTOR. Costs for items previously used by CONTRACTOR shall mean fair market value.
- 1.4.2. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by CONTRACTOR at the Site, whether rented from CONTRACTOR or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rental charges for equipment owned by CONTRACTOR shall be at then prevailing rates.
- 1.4.3. Costs of removal of debris from the Site.
- 1.4.4. Costs of facsimiles, telegrams and long distance telephone calls, postage and delivery charges (whether originating at the Site or at the offices of CONTRACTOR or CONTRACTOR), telephone service at the Site and reasonable petty cash expenses of the Site office.

1.5. **Premiums; Taxes; Fees; Royalties.**

- 1.5.1. That portion directly attributable to this Agreement of premiums for insurance and the Payment and Performance Bonds.
- 1.5.2. Sales, use, gross receipts or similar taxes imposed by a governmental authority, which are related to the Work and for which CONTRACTOR is liable.
- 1.5.3. Fees and assessments for any permits, licenses and inspections required by the Contract Documents.
- 1.5.4. Fees of testing laboratories for tests required by the Contract Documents or government authorities.
- 1.5.5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents. The costs of defending suits or claims for infringement of patent rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against CONTRACTOR or CONTRACTOR resulting from such suits or claims and payments of settlements in connection therewith.
- 1.5.6. Deposits lost for cause other than CONTRACTOR's negligence.

1.6. **Emergencies.** Costs incurred in taking action to prevent threatened damage,

injury or loss in case of emergency affecting the safety of persons and property, as provided in Article 12.10-EMERGENCIES of this Agreement.

- 1.7. **Other Costs.** Other costs incurred in the performance of the Work, if and to the extent approved in writing by CITY, which approval shall not be unreasonably withheld.

2. Items not Included in Cost of the Work.

- 2.1. Salaries and other compensation of CONTRACTOR's personnel stationed at CONTRACTOR's principal office or offices other than the Site, except as specifically provided in subsection 1 above.
- 2.2. Expenses of CONTRACTOR's principal office and offices, other than the Site office.
- 2.3. Overhead and general expenses, except as may be included in subsection 1 above.
- 2.4. The capital expenses of CONTRACTOR, including interest on capital employed for the Work.
- 2.5. Costs that would cause the GMP to be exceeded.

END OF EXHIBIT C

EXHIBIT D - CONSTRUCTION ALLOWANCE ITEMS AND AMOUNTS

- A. The following cost allowances and allowance amounts are included in the GMP as part of the Agreement:

Table D-1: Allowance Descriptions

Item#	Allowance Description	Allowance Amount
1	Underground Utility Allowance	\$200,000.00
	Total of Allowances:	\$200,000.00

B. DUTIES OF CONTRACTOR

1. Plan allowance Work collaboratively with the Construction Manager and CITY's Representative to control allowance costs and avoid impacts to the Progress Schedule.
2. Advise Construction Manager at least fifteen (15) days in advance of the need to purchase materials to avoid impacts to Progress Schedule.
3. Obtain competitive proposals from material suppliers, including:
 - 3.1. Quantity.
 - 3.2. Complete description of product and services provided under allowance.
 - 3.3. Unit cost.
 - 3.4. Total amount of purchase.
 - 3.5. Taxes and delivery charges.
4. On notification of selection, enter into purchase agreement with designated supplier.
5. Arrange for delivery and unloading.
6. Install products in accordance with Contract Documents.
7. Maintain accurate cost records, separate from the cost categories for the balance of the Work, which depict the total cost incurred for each allowance item.
8. Monitor each allowance item total costs to date and immediately report to the Construction Manager should the total cost to date reach 80% of the total allowance amount of any allowance item amount shown in above table. Should the total cost of any allowance item reach 80% of the total allowance amount budgeted, the Contractor shall quantify and forecast the cost to complete the remaining known allowance item tasks and submit this forecasted quantity and completion cost to the Construction Manager.

C. DUTIES OF CONSTRUCTION MANAGER

DESIGN-ASSIST CONSTRUCTION AGREEMENT
BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2
REPLACEMENT PROJECT

1. Consult with Contractor and CITY in consideration of equipment or material and suppliers.
2. Provide Contractor with all required product, technical or design related information as it pertains to the allowance items.
3. Make equipment, supplier or system selection and request proposal from Contractor for these items covered by each allowance.
4. Notify Contractor of final equipment, supplier or system selection to allow Contractor to begin submittal and procurement.
5. Review cost to date information submitted by the Contractor and prepare Change Orders as required for CITY approval.

D. ADJUSTMENT OF COSTS

1. The Contractor shall not exceed the allowance amounts shown in above table without the written approval of the CITY. Should the Contractor exceed the allowance amounts without the written approval of the CITY, the Contractor will be responsible for all costs greater than the allowance amounts shown in above table.
2. Contractor will be paid the actual total cost of each allowance item as a Cost of the Work. When actual total cost is more or less than amount of allowance, the GMP will be adjusted by Change Order.

END OF EXHIBIT D

EXHIBIT E - HAZARDOUS MATERIALS

A. Certain Definitions.

1. “Hazardous Materials means any substance:

- 1.1. The presence of which requires investigation or remediation under federal, state or local law, statute, regulation, ordinance, order, action, policy or common law;
- 1.2. Which is or becomes defined as a “hazardous waste,” “hazardous substance,” pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC §§9601 et seq. (“CERCLA”), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 USC §§6901 et seq. (“RCRA”);
- 1.3. Shall include the meaning provided in Section 100 of the Solid Waste Disposal Act (42 USC Section 6903 and/or Section 25117 of the California Health and Safety Code) as amended from time to time, or any other hazardous material, hazardous waste, hazardous substance, pollutant, and/or contaminant with requirements under federal, State of California, or local law, statute, regulation, rule, ordinance, order, action, policy or common law;
- 1.4. Which is petroleum, including crude oil or any fraction thereof not otherwise designated as a “hazardous substance” under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons;
- 1.5. Which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority or instrumentality;
- 1.6. The presence of which on the Site causes or threatens to cause a nuisance upon the Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Site; or
- 1.7. The presence of which on adjacent properties could constitute a trespass by CONTRACTOR or CITY.

2. “Underground Storage Tank” shall have the definition assigned to that term by RCRA §9001, 42 USC §6991, and also shall include:

- 2.1. Any tank of 1,100 gallons or less capacity used for storing motor fuel;
- 2.2. Any tank used for storing heating oil for consumption on the premises where stored;
- 2.3. Any septic tank; and any pipes connected to items A.2.1-A.2.3.

3. “Environmental Requirements” means all Applicable Laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders and similar items of all federal, state or local governmental agencies or other instrumentalities and all applicable judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation:

- 3.1. All requirements, including but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials into the air, surface water, ground water or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; and
 - 3.2. All requirements pertaining to the protection of the health and safety of employees or the public.
- 4. **“Environmental Damages”** means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, including, without limitation, attorney's fees, which are incurred at any time as a result of the existence of Hazardous Materials upon, about or beneath the Site or migrating or threatening to migrate to or from the Site, and including, without limitation:
 - 4.1. Damages for personal injury, or injury to property or to natural resources occurring upon or off the Site;
 - 4.2. Fees incurred for the services of attorneys, consultants, CONTRACTOR, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements; and
 - 4.3. Liability to any third party or governmental agency or political subdivision to indemnify such party, agency or political subdivision for costs expended in connection with the items listed in subparagraph A.4.2.
- 5. **“Environmental Conditions”** means collectively, Hazardous Materials and Underground Storage Tanks existing on the Site and not brought there by CONTRACTOR or any Subcontractor.

B. Investigation of Site.

- 1. Upon written notice from CITY, CONTRACTOR shall prepare for approval and execution by CITY, one or more contracts (“Environmental Contracts”) with suitably qualified consultants and/or engineers (“Environmental Engineers”), for purposes of performing an investigation and analysis of the Site prior to demolition and excavation activities, to determine the presence of any Environmental Conditions on, in or under the Site. The Environmental Contracts shall provide for a commercially reasonable scope of investigation approved by CITY, and may provide for conducting the investigation and testing in phases acceptable to CITY. The Environmental Contracts shall also provide that the Environmental Engineers shall begin their tests and inspections at the Site as soon as CITY is able to arrange access to the Site, or any portions thereof, for such purposes. The Environmental Contracts shall provide that CONTRACTOR, acting as agent of CITY, shall coordinate the activities of the Environmental Engineers.
- 2. The Environmental Contracts shall provide that the Environmental Engineers shall prepare such reports, feasibility studies and remedial plans (“Environmental Assessments”) as may be reasonably necessary in order to identify and explain the quantity, scope and nature of the Environmental Conditions found to exist at the Site. The Environmental Assessments shall contain a detailed analysis of the Environmental Conditions discovered, and the actions (“Remedial Actions”) required for the response,

removal, cleanup or remediation of such Environmental Conditions (i) which are required by Environmental Requirements, or (ii) which are reasonably necessary to mitigate Environmental Damages.

3. The Environmental Contracts shall provide that the Environmental Engineers shall promptly provide CITY and CONTRACTOR with a copy of each Environmental Assessment, together with any other reports and test results generated pursuant to the Environmental Contracts. CONTRACTOR shall, promptly after receipt of the foregoing matters from the Environmental Engineers, prepare and submit to CITY a written report setting forth CONTRACTOR's understanding of whether and to what extent any recommended Remedial Actions may result in an amendment to the Schedule and the progress of the Work.
4. The Environmental Contracts shall provide that it shall be the responsibility of the Environmental Engineers to give any necessary notice to the appropriate regulatory agency or agencies of the presence of any Environmental Conditions; to pursue all necessary negotiations with such agencies concerning preparation and approval of a plan for clean-up to the extent required; and to obtain all necessary permits to perform any Remedial Actions.

C. Remedial Actions.

1. If so instructed by CITY, based upon the results of the Environmental Assessments, CONTRACTOR shall, as agent for CITY, obtain bids from remediation contractors ("Remediation Contractors") suitably qualified and approved by CITY, to perform the Remedial Actions selected by CITY and shall submit such bids to CITY, together with CONTRACTOR's recommendation of the Remediation Contractor(s) to be retained. If CITY elects to go forward with all or any portion of the Remedial Actions covered by the bids submitted, CITY will so advise CONTRACTOR in a written notice on or before the date which is sixty (60) Days after receipt of the foregoing matters from CONTRACTOR. Promptly after receipt of such notice, CONTRACTOR shall prepare for CITY's execution remediation contracts ("Remediation Contracts") with the Remediation Contractors identified in such notice.
2. CONTRACTOR, as agent for CITY, shall be responsible for coordinating the work and services performed by the Remediation Contractors, and coordinating such remediation work with the Work.
3. If in the course of performance of the Work, CONTRACTOR encounters on the Site any Hazardous Materials not previously disclosed and remediated by the Environmental Engineers or the Remediation Contractors, CONTRACTOR shall immediately suspend the Work in the area affected and promptly thereafter report the condition to CITY.

D. Payments: Liability of CONTRACTOR.

1. All payments due under the Environmental Contracts and the Remediation Contracts shall be made by CITY directly to the Environmental Engineers and the Remediation Contractors. Such payments will be based on requisitions, which requisitions shall be approved by CONTRACTOR prior to submission to CITY.
2. All payments due under the Environmental Contracts, the Remediation Contracts and for Environmental Damages, shall not be a part of the GMP, and shall be the sole responsibility of CITY, except as expressly provided otherwise in Section 5 hereof.
3. It is understood and agreed that with respect to any Environmental Conditions existing

on the Site, CONTRACTOR is not, and shall not be deemed to be, a generator, arranger, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions. It is understood and agreed that CONTRACTOR shall have no right to direct the means or methods of performance of any Environmental Engineer or Remediation Contractor.

4. CITY shall indemnify, defend and hold harmless CONTRACTOR, from and against any Environmental Damages asserted against or sustained by CONTRACTOR as a result of CONTRACTOR being deemed or determined to be a generator, arranger, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions.

E. Environmental Responsibilities of CONTRACTOR.

1. CITY acknowledges and agrees that CONTRACTOR shall not commence or continue any demolition or construction activities on any portion of the Site on or in which Remedial Actions are to be performed until such Remedial Actions are to the point where construction activities will not interfere with such Remedial Actions, as evidenced by appropriate certification by the applicable Environmental Engineer and/or Remediation CONTRACTOR and any required approval of any applicable government agency. CONTRACTOR agrees to use good faith diligent efforts to adjust and reschedule its activities at the Site so as to minimize, to the extent reasonably practical, the adverse effect on the progress of the Work resulting from any Remedial Actions.
2. CONTRACTOR shall not bring Hazardous Materials to the Site, and shall not include Hazardous Materials in any construction materials, unless permitted by Environmental Requirements. CONTRACTOR shall comply, and shall cause all Subcontractors to comply, with all Environmental Requirements regarding the generation, handling, storage, treatment and disposal of Hazardous Materials.
3. CONTRACTOR shall indemnify, defend and hold harmless the Indemnified Parties from and against any Environmental Damages asserted against or sustained by such parties as a result of any Environmental Conditions caused or created by CONTRACTOR or any Subcontractor, or of any violation by CONTRACTOR or the Subcontractors, of any Environmental Requirement arising out of the performance of the Work.

END OF EXHIBIT E-HAZARDOUS MATERIALS

EXHIBIT F - IN LIEU OF SECURITIES ESCROW AGREEMENT

(Form of agreement follows this page)

(Use is optional by CONTRACTOR)

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

(Project: _____)

THIS ESCROW AGREEMENT is made and entered into on this ____ day of _____, 20__
by and between the:

CITY of Roseville, whose address is:
311 Vernon Street
Roseville, CA 95678

(hereinafter called "CITY"); and

_____, whose address is:

(hereinafter called "CONTRACTOR"); and

_____, whose address is:

(hereinafter called "ESCROW AGENT").

For the consideration hereinafter set forth, CITY, CONTRACTOR, and ESCROW AGENT agree
as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California,
CONTRACTOR has the option to deposit securities, subject to prior approval of CITY, with ESCROW
AGENT, as a substitute for retention earnings required to be withheld by CITY pursuant to the contract
for public works entered into between the CITY and CONTRACTOR for the Project in the amount of

_____ dollars

(\$_____) dated _____, (hereinafter referred to as the "Contract").

Alternatively, on written request of CONTRACTOR, CITY shall make payments of the retention
earnings directly to the ESCROW AGENT.

DESIGN-ASSIST CONSTRUCTION AGREEMENT
BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2
REPLACEMENT PROJECT

EXHIBIT F - IN LIEU OF SECURITIES ESCROW AGREEMENT

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When CONTRACTOR deposits the securities as a substitute for Contract earnings, the ESCROW AGENT shall notify CITY within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between CITY and CONTRACTOR. Securities shall be held in the name of ESCROW AGENT, and shall designate CONTRACTOR as the beneficial owner, and shall be limited to those types of acceptable securities as described in Public Contract Code Section 22300.

2. CITY shall make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that ESCROW AGENT holds securities in the form and amount specified above.

3. When CITY makes payment of retentions earned directly to ESCROW AGENT, ESCROW AGENT shall hold them for the benefit of CONTRACTOR until the time that the escrow created under this Agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when CITY pays ESCROW AGENT directly.

4. CONTRACTOR shall be responsible for paying all fees for the expenses incurred by ESCROW AGENT in administering the Escrow Account and all expenses of CITY. These expenses and payment terms shall be determined by CITY, CONTRACTOR, and ESCROW AGENT.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earning on that interest shall be for the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to CITY.

6. CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to ESCROW AGENT accompanied by written authorization from CITY to ESCROW AGENT that CITY consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

7. CITY shall have a right to draw upon the securities in the event of default by CONTRACTOR. Upon seven (7) days' written notice to ESCROW AGENT from CITY of the default, ESCROW AGENT shall immediately convert the securities to cash and shall distribute the cash as instructed by CITY.

8. Only upon receipt of written notification from CITY certifying that the Contract is final and complete, and that CONTRACTOR has complied with all requirements and procedures applicable to the Contract, ESCROW AGENT shall release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. ESCROW AGENT shall rely on the written notifications from CITY and CONTRACTOR pursuant to Sections (5) to (8), inclusive, of this Agreement and CONTRACTOR shall hold ESCROW AGENT harmless from ESCROW AGENT's release and disbursement of the securities and interest as set forth above.

10. The parties hereto mutually agree that this Agreement is substantially similar to the form under Public Contracts Code Section 22300.

11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of CITY and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of CITY:

Title

Name

Signature

Address

DESIGN-ASSIST CONSTRUCTION AGREEMENT
BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2
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On behalf of CONTRACTOR:

Title

Name

Signature

Address

On behalf of ESCROW AGENT:

Title

Name

Signature

Address

12. At the time the Escrow Account is opened, CITY and CONTRACTOR shall deliver to ESCROW AGENT a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attestation by its City Clerk under the authority of Resolution No. 87-141, adopted by the Council of the City of Roseville on the 5th day of August, 1987, and CONTRACTOR and ESCROW AGENT have authorized the execution of this Agreement.

DESIGN-ASSIST CONSTRUCTION AGREEMENT
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CITY OF ROSEVILLE, a
municipal corporation:

CONTRACTOR:

_____, a

BY: _____
DOMINICK CASEY

BY: _____

City Manager

its: _____ and

ATTEST:

BY: _____

BY: _____
CARMEN AVALOS
City Clerk

its: _____

ESCROW AGENT:

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

and

BY: _____
its: _____

APPROVED AS TO SUBSTANCE:

BY: _____
DENNIS KAUFFMAN
Chief Financial Officer

ACKNOWLEDGED BY ADMINISTERING DEPARTMENT

BY: _____

DESIGN-ASSIST CONSTRUCTION AGREEMENT
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EXHIBIT F - IN LIEU OF SECURITIES ESCROW AGREEMENT

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END OF DOCUMENT-IN LIEU OF SECURITIES ESCROW AGREEMENT

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EXHIBIT F - IN LIEU OF SECURITIES ESCROW AGREEMENT

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Bond No. _____

Premium \$ _____

EXHIBIT G - BOND FORMS

There are three (3) bond forms that constitute Exhibit G following this index sheet.

1. Performance Bond
2. Labor and Material Bond
3. Warranty Bond

PERFORMANCE BOND

This Performance Bond ("Performance Bond"), dated August 21, 2025, is in the penal sum of Ten Million Three Hundred Seventy-Five Thousand Eight Hundred Fifty and 00/100

===== Dollars (\$ 10,375,850.00 =====), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned Myers & Sons Construction, LLC ("Principal" or "Contractor") and the undersigned Nationwide Mutual Insurance Company and Berkshire Hathaway Specialty Insurance Company

("Surety") to ensure the Principal's faithful performance of the Design Assist Construction Agreement for the Barton Road Water Treatment Plant Wash Water Reclamation project ("Design Assist Contract"). This Performance Bond consists of this page and the following Performance Bond

Basins 1 and 2 Replacement
Terms and Conditions, Paragraphs 1 through 12. Any singular reference to the Principal, the Surety, the CITY of Roseville, California ("CITY") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the CITY for the complete and proper performance of the Design Assist Contract, which is incorporated herein by reference.
2. If the Principal completely and properly performs all of its obligations under the Design Assist Contract, the Surety and the Principal shall have no further obligation under this Performance Bond, except to participate in conferences as provided in Paragraph 3.1 below.
3. If there is no CITY Default, the Surety's obligation under this Performance Bond shall arise after:
 - 3.1 The CITY has notified the Contractor and the Surety at their respective addresses described in Paragraph 10 below, that the CITY is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Design Assist Contract. If the CITY, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Design Assist Agreement, but such a mutual agreement shall not waive the CITY's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The CITY has declared a Contractor Default and formally terminated the Contractor's right to complete the Design Assist Contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Paragraph 3.1 above.
 - 3.3 The CITY has agreed to pay the Balance of the Total Contract Price to:
 - 3.3.1 The Surety in accordance with the terms of this Performance Bond and the Design Assist Contract; or
 - 3.3.2 To a contractor selected to perform the Design Assist Contract in accordance with the terms of this Performance Bond and the Design Assist Contract.

DESIGN-ASSIST CONSTRUCTION AGREEMENT
BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2
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4. When the CITY has satisfied the conditions of Paragraph 3 above, the Surety shall promptly (within thirty (30) days) and at the Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for the Contractor, with the CITY's consent, such consent to be in the CITY's sole discretion, to perform and complete the Design Assist Contract. If the
 - 4.2 CITY withholds its consent, the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below; or
 - 4.3 Undertake to perform and complete the Design Assist Contract itself, through its agents or through independent contractors; or
 - 4.4 Obtain proposals from qualified contractors acceptable to the CITY for a contract for performance and completion of the Design Assist Contract, and, upon determination by the CITY of the best value for the CITY, arrange for a contract to be prepared for execution by the CITY and the contractor selected, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Design Assist Contract; and, if the Surety's obligations defined in Paragraph 6 below exceed the Balance of the Total Contract Price, then the Surety shall pay to the CITY the amount of such excess; or
 - 4.5 Waive its right to perform and complete the Design Assist Contract, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with the CITY, determine in good faith the amount for which it may then be liable to the CITY under Paragraph 6, below, for the performance and completion of the Design Assist Contract and, as soon as practicable after the amount is determined, tender payment therefor to the CITY with full explanation of the payment's calculation. If the CITY accepts the Surety's tender under this Paragraph 4.4, the CITY may still hold Surety liable for future damages then unknown or unliquidated resulting from the Seller Default. If the CITY disputes the amount of Surety's tender under this Paragraph 4.4, the CITY may exercise all remedies available to it at law to enforce the Surety's liability under Paragraph 6, below.
5. If the Surety does not proceed as provided in Paragraph 4, above, then the Surety shall be deemed to be in default on this Performance Bond ten (10) calendar days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Performance Bond. At all times the CITY shall be entitled to enforce any remedy available to the CITY at law or under the Design Assist Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors at Surety's sole expense.
6. The Surety's monetary obligation under this Performance Bond is limited by the amount of this Performance Bond. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Seller under the Design Assist Contract. The Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of the Seller under the Design Assist Contract for completion of the Design Assist Contract and correction of defective work;
 - 6.2 The responsibilities of the Seller under the Design Assist Contract to pay liquidated damages, and damages for which no liquidated damages are specified in the Design Assist Contract, including but not limited to, all valid and proper back charges, offsets,

payments, indemnities, defense costs or other damages; and

- 6.3 Additional legal, design professional and delay costs resulting from the Seller Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above.
7. The Surety shall not be liable to the CITY or others for the obligations of the Contractor that are unrelated to the Design Assist Contract, and the Balance of the Total Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Performance Bond to any person or entity other than the CITY or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Performance Bond or in any way affect the obligations of Surety on this Performance Bond.
9. Any proceeding, legal or equitable, under this Performance Bond shall be instituted in any court of competent jurisdiction in Placer County, California within two (2) years after the Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Performance Bond, whichever occurs first. If the provisions of this Paragraph 9 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.
10. Notice to the Surety, the CITY or the Principal shall be mailed or delivered to the address shown on the signature page.
11. Any provision in this Performance Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Performance Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
- 12.1 Balance of the Total Contract Price: The total amount payable by the CITY to the Contractor pursuant to the terms of the Design Assist Contract after all proper adjustments have been made under the Design Assist Contract, including, for example, deductions for progress payments made, deductions for liquidated damages owed, and increases/decreases for approved modifications to the Design Assist Contract.
- 12.2 Design Assist Contract: The documents between the CITY and the Principal identified as the Contract Documents in that certain first above-mentioned Design Assist Construction Agreement, including all changes, Addenda and modifications thereto.
- 12.3 Contractor Default: Material failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Design Assist Contract.
- 12.4 CITY Default: Material failure of the CITY, which has neither been remedied nor waived, to pay the Contractor progress payments due under the Design Assist Contract or to perform other material terms of the Design Assist Contract, provided such failure

is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Design Assist Contract.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

Principal: **Myers & Sons Construction, LLC**

Signature: 

Name and Title: **Kurtis Frailey, vice president**

Address: **45 Morrison Ave.
Sacramento, CA 95838**

(Corp. Seal)

Surety: **Nationwide Mutual Insurance Company**

Signature: 

Name and Title: **Diana Cervantes, Attorney in Fact**

Address: **One West Nationwide Blvd., 1-14-301
Columbus, OH 43215**

Surety: **Berkshire Hathaway Specialty Insurance Company**

Signature: 

Name and Title: **Diana Cervantes, Attorney in Fact**

Address: **1314 Douglas Street, Suite 1400
Omaha, NE 68102**

(Corp. Seal)

Attorney in Fact: N/A - see above

Surety shall submit the following documents along with this Performance Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

DESIGN-ASSIST CONSTRUCTION AGREEMENT
BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2
REPLACEMENT PROJECT

Approved: _____, CITY Attorney

****END OF DOCUMENT – PERFORMANCE BOND****

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 August 27, 2025 before me, Bryn Maguire, Notary Public
(insert name and title of the officer)

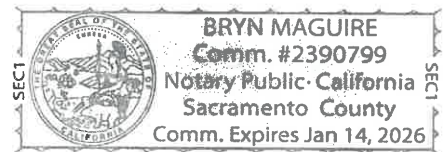
personally appeared Kurtis Fraitley,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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)



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 TEXAS

County of Dallas

On August 21, 2025 before me, Jessica Rosser, Notary Public
(insert name and title of the officer)

personally appeared Diana Cervantes,
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 TEXAS that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jessie Rom (Seal)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

AUTUMN STOCKTON; DIANA CERVANTES; S NICOLE EVANS; STEPHANIE GUNDERSON;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026



Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 21st day of August, 2025.



Assistant Secretary



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Diana Cervantes, Stephanie Gunderson, Autumn Stockton, Carlos A. Albelo, Jessica Rosser, S. Nicole Evans, 16000 Dallas Parkway, Suite 850 of the city of Dallas, State of Texas**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this August 21, 2025.



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

LABOR AND MATERIAL BOND

This Labor and Material Bond ("Labor and Material Bond") dated August 21, 2025, is in the penal sum of Ten Million Three Hundred Seventy-Five Thousand Eight Hundred Fifty and 00/100 ===== Dollars (\$10,375,850.00 =====), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned Myers & Sons Construction, LLC ("Principal" or "Contractor") and the undersigned Nationwide Mutual Insurance Company and Berkshire Hathaway Specialty Insurance Company ("Surety") to ensure the Principal's payment of claimants pursuant to the Design Assist Construction Agreement for the Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement project ("Design Assist Contract"). This Labor and Material Bond consists of this page and the following Labor and Material Bond Terms and Conditions, Paragraphs 1 through 15. Any singular reference to the Principal, the Surety, the CITY of Roseville, California ("CITY") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the CITY and to Claimants, to pay for labor, materials, Equipment furnished and Services provided in the performance of the Design Assist Contract, which is incorporated herein by reference.
2. With respect to the CITY, this obligation shall become null and void if and when the Principal:
 - 2.1 Promptly and fully makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Fully defends, indemnifies and holds harmless the CITY from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Design Assist Contract, provided the CITY has promptly notified the Principal and the Surety (at the address described in Paragraph 10 below) of any claims, demands, liens or suits and has tendered defense of such claims, demands, liens or suits to the Principal and the Surety, and provided there is no CITY Default. Otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.
3. With respect to Claimants, this obligation shall become null and void if and when the Principal promptly and fully makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants; otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.
4. The Surety shall have no obligation to Claimants under this Labor and Material Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the CITY, stating that a claim is being made under this Labor and Material Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice

DESIGN-ASSIST CONSTRUCTION AGREEMENT
BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2
REPLACEMENT PROJECT

thereof, to the CITY, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

- 4.2.2 Have either received a rejection in whole or in part from the Contractor, or have not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the CITY, stating that a claim is being made under this Labor and Material Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5. If a notice required by Paragraph 4 above is given by the CITY to the Contractor or to the Surety, that is sufficient compliance.
 - 6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the CITY, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
 - 7. The Surety's total obligation shall not exceed the amount of this Labor and Material Bond, and the amount of this Labor and Material Bond shall be credited for any payments made in good faith by the Surety under this Labor and Material Bond.
 - 8. Amounts due the Contractor under the Design Assist Contract shall be applied to satisfy claims, if any, under this Labor and Material Bond.
 - 9. The Surety shall not be liable to the CITY, Claimants or others for obligations of the Contractor that are unrelated to the Design Assist Contract. The CITY shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Labor and Material Bond, and shall have no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Labor and Material Bond.
 - 10. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Labor and Material Bond or in any way affect the obligations of Surety on this Labor and Material Bond.
 - 11. Any proceeding, legal or equitable, under this Labor and Material Bond shall be instituted in any court of competent jurisdiction in Placer County, California within one (1) year from the date on which (i) the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.3.3, or (ii) the

last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Design Assist Contract, whichever of (i) or (ii) first occurs. If the provisions of this Paragraph 11 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.

12. Notice to the Surety, the CITY or the Principal shall be mailed or delivered to the address shown on the signature page below. Actual receipt of notice by the Surety, the CITY or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page below.
13. Any provision in this Labor and Material Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
The intent is that this Labor and Material Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Labor and Material Bond, the Principal shall promptly furnish a copy of this Labor and Material Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1 CLAIMANT: An individual or entity having a direct contract with the Contractor or with a subcontractor (of any tier) of the Contractor to furnish labor, materials or equipment for use in the performance of the Design Assist Contract. The intent of this Labor and Material Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Design Assist Contract, architectural and engineering services used or reasonably required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien or stop payment notice might be asserted.

DESIGN ASSIST CONTRACT: The documents between the CITY and the Contractor identified as the Contract Documents in that certain first above-mentioned Design Assist Contract, including all changes, Addenda and modifications thereto.
 - 15.2 CITY DEFAULT: Material failure of the CITY, which has neither been remedied nor waived, to pay the Contractor as required by the Design Assist Contract, provided such failure is the cause of the failure of Principal to pay the Claimants and is sufficient to justify Contractor termination of the Design Assist Contract.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this security instrument.

Principal: Myers & Sons Construction, LLC

Signature: 

(Corp. Seal)

Name and Title: Kurtis Frailey, Vice president

DESIGN-ASSIST CONSTRUCTION AGREEMENT
BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2
REPLACEMENT PROJECT

Address: 45 Morrison Ave.
Sacramento, CA 95838

Surety: Nationwide Mutual Insurance Company

Surety: Berkshire Hathaway Specialty Insurance Company

Signature: 

Signature: 

Name and Title: Diana Cervantes, Attorney in Fact

Name and Title: Diana Cervantes, Attorney in Fact

Address: One West Nationwide Blvd., 1-14-301
Columbus, OH 43215

Address: 1314 Douglas Street, Suite 1400
Omaha, NE 68102

(Corp. Seal)

Attorney in Fact: N/A - see above

Surety shall submit the following documents along with this Labor and Material Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, CITY Attorney

END OF DOCUMENT – LABOR AND MATERIAL BOND

DESIGN-ASSIST CONSTRUCTION AGREEMENT
BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2
REPLACEMENT PROJECT

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 August 27, 2025 before me, Bryn Maguire, Notary Public
(insert name and title of the officer)

personally appeared Kurtis Frailty,
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)



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.

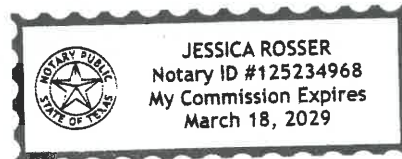
State of TEXAS
County of Dallas)

On August 21, 2025 before me, Jessica Rosser, Notary Public
(insert name and title of the officer)

personally appeared Diana Cervantes,
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 TEXAS that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jessie Rosser (Seal)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

AUTUMN STOCKTON; DIANA CERVANTES; S NICOLE EVANS; STEPHANIE GUNDERSON;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

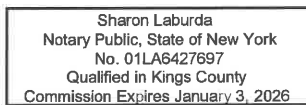


Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 21st day of August, 2025.



Assistant Secretary



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Diana Cervantes, Stephanie Gunderson, Autumn Stockton, Carlos A. Albelo, Jessica Rosser, S. Nicole Evans, 16000 Dallas Parkway, Suite 850 of the city of Dallas, State of Texas**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By: _____
David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By: _____
David Fields, Vice President

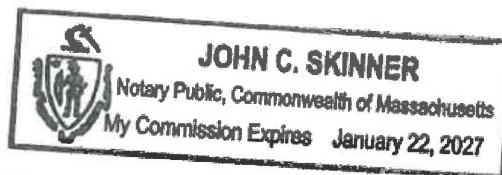


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this August 1, 2025.



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

WARRANTY BOND

This Warranty Bond ("Warranty Bond"), dated August 21, 2025, is in the penal sum of Ten Million Three Hundred Seventy-Five Thousand Eight Hundred Fifty and 00/100 (\$10,375,850.00) for the Design-Assist Construction Agreement for the Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement project, and is entered into by and between the undersigned Myers & Sons Construction, LLC ("Principal" or "Contractor") and the undersigned Nationwide Mutual Insurance Company and Berkshire Hathaway Specialty Insurance Company ("Surety") to guaranty that all Equipment and Services provided by Seller under the above-mentioned Design Assist Contract will fulfill the requirements of Principal's warranties and guarantees included in the Contract Documents. This Warranty Bond consists of this page and the following Warranty Bond Terms and Conditions, Paragraphs 1 through 7. Any singular reference to the Principal, the Surety, the CITY of Roseville, California ("CITY") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the CITY for a period of one (1) year following the date of Final Acceptance, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the work including, without limitation, all equipment and work provided by Contractor and its subcontractors and subvendors of all tiers in connection with the Design Assist Contract.
2. Neither final payment nor use or occupancy of the Equipment or Services performed by the Contractor shall constitute an acceptance of such Equipment or Services not done in accordance with this Warranty Bond or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship, ordinary wear and tear excepted. If within one (1) year after the date of Final Acceptance, or such longer period of time as may be prescribed the terms of the Contract Documents, any Equipment or Services is found to be defective, Contractor and Surety shall promptly, without cost to CITY and in accordance with CITY's written instructions, correct such defective Equipment or Services. Contractor and Surety shall remove any defective Equipment rejected by CITY and replace it with Equipment that is not defective. If Contractor or Surety fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Equipment or Services corrected or removed and replaced. Contractor and Surety shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor and Surety fail to correct defective Equipment or Services, or defects are discovered outside the correction period, CITY shall have all rights and remedies granted by law.
3. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

DESIGN-ASSIST CONSTRUCTION AGREEMENT
BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2
REPLACEMENT PROJECT

fees, incurred by CITY.

4. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Warranty Bond or in any way affect the obligations of Surety on this Warranty Bond.
5. If the Surety does not proceed as provided in Paragraph 2 above, then the Surety shall be deemed to be in default on this Warranty Bond ten (10) calendar days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Warranty Bond. At all times the CITY shall be entitled to enforce any remedy available to the CITY at law or under the Design Assist Contract including, without limitation, and by way of example only, rights to perform work as Surety's expense, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. All abbreviations and definitions of terms used in this Warranty Bond shall have the meanings set forth in the Contract Documents, including, without means of limitation, the Design Assist Contract.
7. The foregoing Warranty Bond is in addition to any other guarantees and warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Warranty Bond and any guaranty, warranty or obligation of the Seller under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor and Surety.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

Principal: Myers & Sons Construction, LLC

Signature: 

Name and Title: Kaitis Trailey, vice president

Address: 45 Morrison Ave.
Sacramento CA 95838

(Corp. Seal)

DESIGN-ASSIST CONSTRUCTION AGREEMENT
BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2
REPLACEMENT PROJECT

Surety: Nationwide Mutual Insurance Company

Surety: Berkshire Hathaway Specialty Insurance Company

Signature: 

Signature: 

Name and Title: Diana Cervantes, Attorney in Fact

Name and Title: Diana Cervantes, Attorney in Fact

Address: One West Nationwide Blvd., 1-14-301
Columbus, OH 43215

Address: 1314 Douglas Street, Suite 1400
Omaha, NE 68102

(Corp. Seal)

Attorney in Fact: N/A - see above

Surety shall submit the following documents along with this Warranty Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, CITY Attorney

END OF DOCUMENT – WARRANTY BOND

DESIGN-ASSIST CONSTRUCTION AGREEMENT
BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2
REPLACEMENT PROJECT

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)

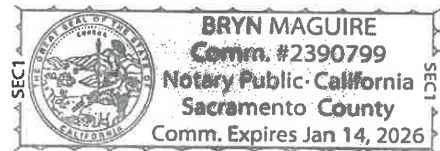
On August 27, 2025 before me, Bryn Maguire, Notary Public
(insert name and title of the officer)

personally appeared Kurtis Frailey,
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)



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 TEXAS

County of Dallas

On August 21, 2025 before me, Jessica Rosser, Notary Public
(insert name and title of the officer)

personally appeared Diana Cervantes,
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 TEXAS that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jessie Rom (Seal)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

AUTUMN STOCKTON; DIANA CERVANTES; S NICOLE EVANS; STEPHANIE GUNDERSON;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

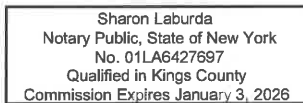


Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 21st day of

August, 2025.



Assistant Secretary



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Diana Cervantes, Stephanie Gunderson, Autumn Stockton, Carlos A. Albelo, Jessica Rosser, S. Nicole Evans, 16000 Dallas Parkway, Suite 850 of the city of Dallas, State of Texas**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

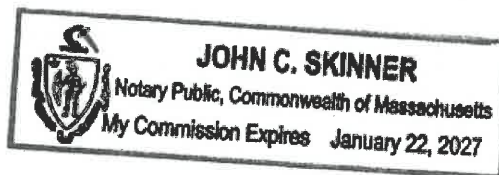


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this August 21, 2025.



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at keriporter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



Company Profile

COMPANY PROFILE

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Agent for Service

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Workers'

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Company Enforcement Action

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Find A Company Representative In Your Area

View Financial Disclaimer

NATIONWIDE MUTUAL INSURANCE COMPANY

**1 NATIONWIDE BLVD, FRAP SOLUTIONS
COLUMBUS, OH 43215
800-523-7828**

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	23787
California Company ID #:	1805-1
Date Authorized in California:	08/03/1965
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	OHIO

[back to top](#)

NAIC Group List

NAIC Group #: **0140** NATIONWIDE CORP GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LEGAL INSURANCE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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Company Enforcement Action

Composite Complaints Studies

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Find A Company Representative In Your Area

View Financial Disclaimer

COMPANY PROFILE

Company Information

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 DOUGLAS ST STE 1400
OMAHA, NE 68102-1944

Old Company Names

Effective Date

STONEWALL INSURANCE COMPANY

02/06/2015

Agent For Service

KARISSA LOWRY
2710 GATEWAY OAKS DRIVE
SUITE 150N
SACRAMENTO CA 95833

Reference Information

NAIC #:	22276
California Company ID #:	3148-4
Date Authorized in California:	04/29/1988
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEBRASKA

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NAIC Group List

NAIC Group #: 0031 BERKSHIRE HATHAWAY GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
WORKERS' COMPENSATION

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EXHIBIT H - COMPLETION TIMES AND LIQUIDATED DAMAGES

BARTON ROAD WATER TREATMENT PLANT WASH WATER RECLAMATION BASINS 1 AND 2 REPLACEMENT PROJECT

A. Project Milestones

Following are scope descriptions for substantial completion of project milestones.

1. **Milestone 1:** Completion of all the concrete work for Basins 1 and 2 in accordance with Article 8.13. This includes prep. work, subgrade, backfill, and concrete work for both basins. This does not include commissioning and start up. Determination of Completion of the concrete work is solely at the discretion of the CITY.
2. **Milestone 2:** Substantial Completion of Basins 1 and 2 in accordance with Article 8.13 and City has accepted a partial Certificate of substantial completion and punch list. Determination of Substantial Completion is solely at the discretion of the CITY.
3. **Milestone 3:** Final Completion in accordance with Article 8.14 and City has initiated the process of attaining a Notice of Completion. Determination of Final Completion is solely at the discretion of the CITY.

B. Times Allowed for Completion

In accordance with the provisions of Article 7-TIME AND PROGRESS OF WORK, the following table summarizes the scope of work milestones and the contracted completion time. Each milestone shall be completed within the number of consecutive calendar days from the date established in the Notice to Proceed for the commencement of Contract Time.

Table H-1: Times Allowed for Completion of Each Project Milestone

Contractual Completion Event	Completion Time (Calendar Days)
Milestone 1: Completion of the concrete work for Basins 1 & 2	259
Milestone 2: Substantial Completion of Basins 1 and 2	306
Milestone 3: Final Completion	341

C. Damages for Delays

In accordance with the provisions of Article 7-TIME AND PROGRESS OF WORK for the period of time that any portion of the Work remains unfinished after the time fixed in above Table H-1: Times Allowed for Completion of Each Project Milestone, as modified by extensions of time granted by the Owner, it is understood and agreed by the Contractor and the Owner that the Contractor shall pay the Owner the liquidated damages listed below.

Table H-2: Daily Liquidated Damages for Non-Completion of Each Project Milestone

Contractual Completion Event	Daily Liquidated Damages
Milestone 1: Completion of the concrete work for Basins 1 & 2	\$500
Milestone 2: Substantial Completion of Basins 1 and 2	\$500
Milestone 3: Final Completion	\$500

D. Weather Days

In accordance with the provisions of Article 7-TIME AND PROGRESS OF WORK, an allowance of fifteen (15)ten (10) working days of weather or other caused Excusable Delays are included in the time allowed for completion. This allowance represents a reasonable assessment of anticipated lost working days based on historical weather patterns. These weather days shall be included in the Contractor's schedule as specified in Technical Specifications Section 01321-SCHEDULES AND REPORTS.

END OF EXHIBIT H

ORDINANCE NO. 7001

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2025-26
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2025-26, is hereby amended as listed on the attached budget adjustment for the Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 11/22/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Inderpreet Chaggar - Senior Engineer	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Audrey Ficker - EU Business Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	Environmental Utilities/Technical Services		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6130	6587	84001	500153	3,717,030	Increase the Capital Outlay budget for project 500153
6101	6801	10001	000000	4,000,000	Transfer from 6101 to 6130
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				7,717,030	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6130	4801	10001	000000	4,000,000	Transfer to 6130 from 6101
REVENUES/TRANSFERS IN TOTAL				4,000,000	

NET ADJUSTMENT	3,717,030
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6130	3601	00000	000000	282,970	Increase Water Rehabilitation Fund Balance
6101	3601	00000	000000	(4,000,000)	Decrease Water Operations Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(3,717,030)	

Justification for Budget Adjustment:

The Water Treatment Plant Reclaim Basin Rehabilitation Project (500153) funds the design and construction of the Barton Road Water Treatment Plant wash water reclamation basins 1 and 2. The current project budget is \$10,177,660. This budget adjustment requests (1) an increase of \$3,717,030 from the Water Rehabilitation Fund (6130) to bring the project total to \$13,894,690 and (2) a transfer of \$4 million from the Water Operations Fund (6101) to the Water Rehabilitation Fund (6130) as it doesn't contain sufficient resources after accounting for project carryover reserves and reserve requirements to fund this increase. The surplus of the transfer (\$282,970) will eventually be allocated to other water rehabilitation efforts.



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 Wash Water Reclamation Basins 1 and 2 Replacement Project

Project Location(s): 9595 Barton Road, Granite Bay, CA 95746.

Project Description: The project would rehabilitate the Wash Water Reclamation Basins 1 and 2 located at the Barton Road Water Treatment Plant (BRWTP). The rehabilitation would include the structural repair and replacement of mechanical/process components. The design would include the replacement of the existing basins with two or three new basins within the same footprint. The project would not result in an expansion of use.

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 2 Categorical Exemption as described in Section 15302 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 2 consists of the...replacement or reconstruction of existing...facilities where the structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including... replacement or reconstruction of existing utility systems involving negligible or no expansion of capacity."

The project consists of replacing the existing wash water basins with two or three new basins located within the exact footprint. The project would not result in expansion of use. Consequently, the Class 2 Categorical Exemption would apply.

Lead Agency Contact Person: Inderpreet Kaur Chaggar, Roseville Department of Environmental Utilities (916-774-5553).

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: 1/19/2024



City Council Communication

Meeting Date: 10/15/2025

Item #: VI.12

File #: 0900-02-01

Item ID: 2025-685

Title:	Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project (RFP # 08-162) – Professional Services Agreement
Contact:	Inderpreet Chaggar 916-774-5553 ikchaggar@roseville.ca.us

SUMMARY

This item requests approval of a professional services agreement for construction management services with West Yost & Associates, Inc. in the amount of \$1,009,766 for the Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project. Funding is available in the project budget in the Water Rehabilitation Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve a professional services agreement with West Yost & Associates, Inc. for construction management services for the Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project in the amount of \$1,009,766 and authorize the City Manager to execute it on behalf of the City.

BACKGROUND

In 2019, the City's Environmental Utilities Department (EU) retained Carollo Engineers, Inc. (Carollo) to conduct a condition assessment of major assets at the Barton Road Water Treatment Plant (BRWTP). The goal of the assessment was to establish the plant's baseline condition and acquire pertinent data for forecasting capital improvements and funding needs to support the Water Utility Division's rehabilitation planning process. Among other items, the evaluation recommended rehabilitation of the Wash Water Reclamation Basins 1 and 2, which would include structural repair and replacement of mechanical/process components.

The rehabilitation recommendation considered the age and condition of the basins. However, based on the City's population growth projection and anticipated additional storage capacity that would be needed, as well as the operational efficiencies that would be gained with the new facility, EU staff, upon these further considerations, made the recommendation to replace existing basins 1 and 2 with new basins.

On September 13, 2023, a Request for Proposals (RFP) #08-124 was published for professional design services for the replacement design of the two (2) basins and on March 20, 2024, the design contract was awarded to Carollo. Carollo's scope included providing bid documents to procure design-assist proposals and construction management services proposals from qualified entities.

On May 19, 2025, an RFP (#08-162) was published for professional services for construction management services for this project. On June 23, 2025, four (4) firms submitted proposals to the City Clerk's office for review and consideration.

Based upon review of the proposals by EU's Proposal Evaluation Committee, West Yost was identified as

providing the best value to the City and was ranked the highest based on the evaluation criteria outlined in the RFP. Staff therefore recommends that the contract be awarded to West Yost.

FISCAL IMPACT

The Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project is funded by the Water Rehabilitation Fund. The proposed Construction Management Professional Services Agreement for West Yost is \$1,009,766, and funding is available in the project budget in the Water Rehabilitation Fund.

ENVIRONMENTAL REVIEW

The proposed Barton Road Water Treatment Plant Wash Water Reclamation Basin 1 and 2 Project involves the maintenance and replacement of existing structures and facilities. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guideline Section 15302). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Inderpreet Chaggar, Senior Engineer

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Resolution 25-326
2. BRWTP Reclam Basins_West Yost PSA_signed
3. Notice of Exemption

REVIEWERS:

Inderpreet Chaggar, Environmental Utilities Department - Technical Services	Created/Initiated - 9/18/2025
Jason Marks, Environmental Utilities Department - Technical Services	Approved - 9/24/2025
Devin Whittington, Environmental Utilities Department	Approved - 9/24/2025
Sean Bigley, Environmental Utilities Department - All	Approved - 9/25/2025
Gretchen Hakala, City Attorney Department	Approved - 9/29/2025
Katrina Six, City Clerk Department	Approved - 9/29/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/1/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/1/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/1/2025
Katrina Six, City Clerk Department	Final Approval - 10/2/2025

RESOLUTION NO. 25-326

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST YOST & ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for construction management services for the Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project, by and between the City of Roseville and West Yost & Associates, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Barton Road Water Treatment Plant
Wash Water Reclamation Basins 1 and 2 Replacement Project

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

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of construction management
services for the Barton Road Water Treatment Plant Basins 1 and 2 Replacement project; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP #08-162, dated
June 25, 2025, and revised August 13, 2025, which describes the scope of work to be performed
by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one million, nine thousand, seven hundred and sixty-six dollars (\$1,009,766).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, authorized agents, employees and authorized volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and

shall not in any way be limited by, the insurance obligations contained in this Agreement.

Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

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

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

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy,

and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

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

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

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

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of

this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

6. Time. CONSULTANT shall perform its services to meet the agreed schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project. In no event will CONSULTANT be responsible for damages due to delays beyond CONSULTANT'S reasonable control.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for

which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

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

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

10. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation

regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

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

12. The Levine Act Disclosure. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to CITY elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the CITY decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by CONSULTANT and/or its agent(s), CONSULTANT is responsible for compliance, including for its disclosure obligations, if any, as further described at:

https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY.

CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any

company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this

Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

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

19. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

21. 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.

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

CITY OF ROSEVILLE

Inderpreet Chaggar
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

J.P. Davis
100 Howe Avenue, Ste. 1105
Sacramento, CA 95825

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

23. 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 executed this Agreement in duplicate by its City Manager and CONSULTANT has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

WEST YOST & ASSOCIATES, INC., a
California corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

Signed by:
Charles Duncan
F89EA07A8CD5419...
BY: _____
its: Charles Duncan, President

and
DocuSigned by:
Corie Moolenkamp
872E35AAA75C4E0...
BY: _____
its: Corie Moolenkamp, Secretary

[SIGNATURES CONTINUED ON NEXT PAGE]

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
SEAN BIGLEY
Environmental Utilities Director

EXHIBIT "A"



100 Howe Avenue
Suite 110S
Sacramento CA 95825
916.306.2250 phone
530.756.5991 fax
westyost.com

August 13, 2025

SENT VIA: EMAIL

Inderpreet K Chaggar, PE, LEED A.P.
Senior Engineer
City of Roseville – Environmental Utilities Department
311 Vernon Street
Roseville, CA 95678

SUBJECT: Construction Management Scope of Services and Fee Estimate for the City of Roseville Barton Road Water Treatment Plant Wash Water Reclamation Basins 1 and 2 Replacement Project

Dear Preet:

The purpose of this letter is to provide the City of Roseville Environmental Utilities Department (City) with a detailed scope of services and budget for construction management services for the Barton Road Water Treatment Plant (BRWTP) Wash Water Reclamation Basins 1 and 2 Replacement project (Project).

BACKGROUND

The City intends to replace two wash water reclamation basins at the BRWTP. The City is currently working with an engineering firm for professional engineering design for this project and is in the process of finalizing selection of the General Contractor (GC). The City has selected West Yost to provide construction management (CM) services for completion of the Project estimated for late September 2026. The following sections describe the proposed scope of services to assist in successfully delivering the project.

PROJECT PLAN

West Yost's approach to the Project is built on proven methodologies in CM tailored to operationally critical infrastructure in live environments. Our plan is centered around continuous plant operation, proactive coordination with the City's teams, and accountability for safety, quality, and documentation across every project phase. We provide a structured yet adaptable plan that aligns with the RFP's scope of services, organized across the five defined task areas listed below.

DETAILED SCOPE OF SERVICES	
#	RFP Scope of Services Task Items
1	Construction Management Project Management
2	Construction Contract Administration
3	Change Management
4	Field Inspection
5	Final Completion Services

Inderpreet K Chaggar, PE, LEED A.P.
August 13, 2025
Page 2

SCOPE OF SERVICES

1 Task 1 – Construction Management/Project Management

Project Management/Monthly Invoicing & Reporting West Yost will provide overall project management, coordination, and supervision of project staff to facilitate performance of the project. West Yost will prepare monthly invoicing with summary of work performed and a table showing percent spent versus percent complete for the CM contract. Monthly status reports will also be provided to communicate to the City, design consultant, and outside agencies (if necessary) the progress of the work. Additional information will include project issues and tracking of special or contentious items. The monthly report will include information on schedule adherence, cost management, project issues, and the status of the CM contract. Monthly invoices will note scope changes (if any).

Deliverable: Prepare and issue monthly CM&I service invoicing and monthly status reports.

Assumptions:

- Project management meetings to be coordinated by WY with the City PM on an as-needed basis
- 12 monthly status reports

Preconstruction Scheduling Meeting/Schedule Management: We will arrange and conduct the preconstruction scheduling meeting and review the GC's baseline critical path method (CPM) schedule and monthly updates to compare actual vs. planned progress to confirm that the schedule meets the contract requirements and is updated each month with correct progress, adjustments, changes, and summaries. If there are challenges/delays in obtaining an acceptable schedule from the GC, West Yost will recommend an appropriately valued withhold to subsequent progress payments to motivate the GC to corrective action. If the schedule appears to be slipping, a Recovery Schedule will be requested from the GC and the responsible party will be determined. Our scope includes the issuance of the Weekly Statement of Contract Time report that identifies the conditions of each day's work, weather, and other impacts beyond the control of the GC and any time extensions that were authorized in a change order or resulting from weather impacts.

Deliverable: Prepare and issue the Weekly Statement of Contract Time. Prepare and issue the meeting agenda and meeting summary. Prepare and issue the review comments to the preliminary schedule, baseline schedule, and the monthly schedule updates.

Assumptions:

- Project schedule timeline – 12 months for construction
- Preliminary baseline schedule due from GC within 30 days of NTP
- Monthly schedule updates from the GC

Coordination and Communications with Project Stakeholders/City Inspection Support Staff: West Yost will arrange, conduct, and document as-needed coordination meetings with the designated City PM and staff member of the treatment plant's operations department. The meetings will also be attended by a representative of the GC. The purpose is to convey what will be occurring that day by the GC and to confirm that these activities will minimize the impact to Plant operations and maintenance activities. A simple report (email) will be issued by West Yost that summarizes the discussions and include a summary of the planned work by both parties (GC and the City). Included in this scope will be to review Method of Procedure (MOP) submittals from the GC prior to allowing work to commence and/or utilize the Plant Access Request (PAR) procedure that will identify upcoming activities that will impact plant operations. The PARs will be a running agenda item on the weekly progress meetings to confirm that we are planning the work and are addressing the potential impacts before the work starts.

Deliverable: Coordination summary (email) and processing of MOPs and PARs.

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Assumptions:

- Coordination meetings with City PM, O&M staff, and GC to be held monthly, or as-needed
- MOPs/PARs to be submitted at least 2 weeks for review and approval prior to beginning work

Construction Management Work/Quality Control Plan: West Yost will prepare a contract administration manual that will establish the procedures and quality control for administering the construction contract. Content will include processing submittals and RFIs, change management process, approval processes for change orders and progress payments, retention, withholds, certified payrolls, safety management, coordinating work with external agencies, O&M manuals, training, and as-built records.

Deliverable: The Construction Management Work Plan (CMWP) within one month from Notice to Proceed (NTP).

Assumptions:

- Final CMWP to be delivered two weeks after comments received from the City
- One set of consolidated comments on the draft CMPW

2 Task 2 – Construction Contract Administration

Correspondence / Document Control: West Yost will be the point of contact for all matters related to the administration of the construction contract with the GC selected for the project. All incoming and outgoing correspondence related to the project will be through the West Yost CM. This includes maintaining the project records (i.e., submittals, RFIs, inspection reports, construction photographs, as-builts, pothole data, etc.) in the document control system, Procore, provided by the City.

Deliverable: Preparation of all outgoing correspondence such as letters, memos, submittal reviews, RFI responses, daily inspection reports, change orders, progress payments, etc. that are generated within Procore.

Assumptions:

- City to provide access to Procore for all project stakeholders
- City and/or CM to provide training for Procore use of project team on an as-needed basis
- CM responsible for tracking all GC, City, and Designer communications and facilitate distribution of all communications to appropriate parties
- Electronic backups of all project files to be provided to the City at the end of the project

Preconstruction Conference / NTP: The CM will prepare the agenda, conduct the meeting, and prepare the meeting summary for the preconstruction conference. Open items will be carried over to the first Progress Meeting. The City will prepare the construction contract NTP and issue it to the GC.

Deliverable: Prepare the Preconstruction Conference agenda and meeting minutes and issue to GC.

Assumptions:

- City to provide meeting location
- CM to issue meeting invite. Meeting will be hybrid; attendees may attend remotely via Teams or in person (preferred) at the meeting location as determined by the City

Preconstruction Photograph and Video Documentation: The CM and construction inspector (CI) will walk the project site with the GC during the preconstruction period to photograph and video the existing conditions prior to the start of the construction work. Any damages caused during construction activities shall be repaired and/or replaced in like-kind or better condition by the GC at no additional cost to the City.

Deliverable: Photographs and video recordings of the existing conditions of the project site that may be impacted by construction activities.

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Assumptions:

- GC to obtain pre-construction photos and video documentation independent of the CM for comparison in the event of a dispute

Weekly Progress and As-Needed Site Meetings: We will prepare agendas and minutes, conduct the weekly progress meetings with the GC, City staff, environmental consultants (if necessary), City staff, and other members of the project team to review overall progress, coordination, and communication related to safety, submittals, RFIs, changes, progress payments, coordination with operations, progress schedules, and quality. If other special meetings are necessary, West Yost will conduct and collect summaries of the discussions. Open items will be tracked to completion. The meetings will be documented in Procore.

Deliverable: Prepare the agendas and current logs for the meeting and prepare/issue meeting minutes, logs, and the GC's look-ahead schedule.

Assumptions:

- 48 weekly progress meetings, 1 hour in duration
- Other special meetings to be coordinated by CM on an as-needed basis

Labor Compliance/Equipment & Labor Tracking Logs: West Yost will confirm receipt of the monthly certified payroll reports (CPRs) submitted by the GC, perform spot checks of the GC's CPRs to confirm general accuracy and completeness, and develop and maintain equipment and labor tracking logs. We will register the CM services portion of the contract on the California Department of Industrial Relations (DIR) website and will upload our certified payroll records for the prevailing wage inspection positions. We will also monitor the GC's compliance with uploading their CPRs to the DIR website.

Deliverable: Monthly craft labor interviews, a document that confirms receipt of the CPRs by the City, and equipment/labor tracking logs for Progress Payment processing.

Assumptions:

- GC to submit CPRs to the City and CM monthly
- CM to review CPRs to confirm compliance with DIR prevailing wage requirements
- Craft labor interviews performed by CM monthly

Progress Payments: The CM and CI will review the updated Monthly Progress Payments, compare the amounts identified by the GC, and either accept the amount requested or negotiate a different amount. A summary document will be prepared and signed off by the West Yost CM and the GC certifying the amount due. The progress payment request will be transmitted to the City for approval, processing, and payment.

Deliverable: Review and approve the GC's monthly progress payments, CM sign off, and submittal to the City for continued processing, perform labor compliance interviews, confirm receipt of GC's certified payroll reports, and provide Bid Item Payment Sheets.

Assumptions:

- Schedule of Values (SOV) submitted by GC within 30 calendar days of NTP
- 12 monthly progress payment requests from the GC

Submittals: The CM team will receive all shop drawings, product data, certifications, work plans, schedules, etc. typically required of construction contracts and confirm that they are uploaded in Procore by the GC. The submittals that are related to the design shall be forwarded to the City for review and comment. We will input the review comments into Procore, track to confirm each submittal is being returned within the Contract allotted time frame and formally return the submittal to the GC. Logs will be maintained showing submittals in for review,

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submittals that have been returned with Amend and Resubmit status, and submittals not yet transmitted by the GC. Ball-in-court (BIC) will also be included on the logs to hold each responsible party accountable to resubmit and/or return comments in a timely fashion. Construction-related submittals such as work plans, safety plans, SWPPPs, shoring plans, etc. will be reviewed with the submittal and comments transmitted to the City for their records.

Deliverable: Collate the review comments received by the design engineer and/or plant O&M staff and return to the GC. Prepare logs of current submittals in review and submittals needing to be resubmitted.

Assumptions:

- Submittal conference meetings to be coordinated by CM and held as-needed

Requests for Information (RFIs): The CM team will receive all RFIs generated and issued by the construction GC, input the RFIs into Procore, and track to confirm each RFI is being returned within the Contract allotted time frame. RFIs will be initially reviewed by West Yost and forwarded to the design consultant. Responses by the design consultant will be reviewed for completeness and, if found satisfactory, sent to the City for final review and input prior to finalizing the response and sending to the GC. If the response appears to have changed the contract scope, quality, or time, a potential change order (PCO) number will be assigned and used to track its resolution to closeout. Logs will be generated and discussed during the weekly change order meetings. Ball-in-court (BIC) will also be included on the logs to hold each responsible party accountable to return comments in a timely fashion.

Deliverable: Make final edits to the response which may include information on forthcoming change orders or field directives and update the RFI log weekly.

Assumptions:

- RFI conference meetings to be coordinated by CM and held as-needed

Design Changes (DCs)/Field Orders (FOs): The CM team will receive all DCs generated and issued by the design consultant and will be initially reviewed by West Yost, sent to the City for review and approval, then forwarded to the GC. If warranted, the DC will be accompanied by a FO initiated by West Yost and reviewed and approved by the City, providing official direction for the GC to move forward with the change in design as recommended by the design consultant and approved by the City. If the DC appears to have changed the contract scope, quality, or time, a potential change order (PCO) number will be assigned and used to track its resolution to closeout. Logs will be generated and discussed during the weekly change order meetings.

Deliverable: Make final edits to the response which may include information on forthcoming change orders or field directives and update the DC/FO log weekly.

Assumptions:

- Design changes generated and issued by Design Engineer
- DC conference meeting to be coordinated by CM and held as-needed

As-Built Record Drawings: Each month as part of the progress payment approval process, we will review the GC's record set of as-built drawings and specifications. Notations such as RFI responses, clarifications, and change orders will be checked. The progress payments may be withheld until the record drawings are maintained to an acceptable level. At project closeout, the GC will transmit their as-built record drawings to West Yost. West Yost will review these updated plans and compare them with our version of the as-built conditions. If found to be acceptable, the West Yost CM will formally transmit those documents to the designer for incorporation into the final CAD drawing files.

Deliverable: Weekly updates to the CM's as-built/conformed set of record drawings and specifications and transmittal of the CM's and GC's as-built record drawings to the design engineer at the conclusion of the project.

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Assumptions:

- 12 schedule updates
- GC responsible for final as-builts; CM as-builts supplemental to GC set

Asset Management Submittal: The CM team will coordinate with the architect/design consultant to complete/maintain the Excel Workbook generated by the City for import into the City's asset management software, Maximo. Data to be input into the spreadsheet includes information regarding maintenance requirements of newly installed equipment obtained via submittal, inspection records, and coordination with the GC on other required information.

Deliverable: Excel spreadsheet with required maintenance data for newly installed equipment.

Assumptions:

- City to provide asset management Excel spreadsheet template

Testing, Start-Up, and Commissioning: The CM team will confirm that the GC complies with the contract requirements for preparing test plans and procedures and adequately plans the work needed to confirm proper installation, startup and commissioning of new equipment, control panels, and leak test each newly constructed basin and all installed piping prior to tie-in to the City's existing water system. As needed startup meetings will be conducted by West Yost to review performance related to actual testing and issues found during the testing activities. Testing activities will be witnessed by West Yost and when appropriate City operations and maintenance staff will be integrated into the activities so that when the operation of the new facilities is transferred to their control the transition will be smooth.

Deliverable: Review of test plans and procedures, commissioning schedule, startup meeting agendas and minutes, test records, and log-in to test plans.

Assumptions:

- 4 to 6 startup coordination meetings
- Startup & commissioning duration approximately 1 month

Site Safety: West Yost will provide safety-related equipment to its project staff. We will conduct biweekly safety meetings with our field staff and report any incidents to the City. We will monitor the safety program and practices of the GC to confirm they are providing a safe work site for our staff members and those of the City. Safety will be the first item on our standing progress meeting agenda. If unsafe acts or potentially unsafe situations are found during inspections or general observations of the work, we will immediately notify the GC to act. Any incidents that occur will be followed up on with the GC after receipt of their incident report. The report will be shared with the City.

Deliverable: Summary of biweekly safety tailgate meetings; any incident report(s) generated by the GC or the CM.

Assumptions:

- CM to review GC Site Specific Safety Plan (SSSP) submittal; SSSP submittal for information only
- GC responsible for adhering to and enforcing the SSSP; all project stakeholders within the construction zone shall adhere to SSSP and notify GC of any observed safety concerns immediately

3 Task 3 – Change Management

Dispute/Claim Resolution: If the attempts to resolve disputes with the GC at the field level are not successful, the CM will lead an informal partnering effort to resolve disputes/claims with the GC. The resolution process will involve a detailed review and summary of the contract wording and presentation to ascertain a fair interpretation of the contract requirements to present to the City. After reviewing findings with the City, a meeting will be held

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with the GC to present the findings and to hear their position. If there is a dispute with entitlement, the resolution will use an issue escalation process to resolve the matter at higher management levels of West Yost, the City, and the GC. If an equitable agreement still cannot be made, we will direct the GC to follow the guidelines in the front-end documents for filing a claim and then follow the requirements of the contract in resolving disputes in a more formal manner.

Deliverable: Issue summary including the applicable contract language, interpretation, public contract code rules, and a summary of the GC's position including the cost and time impacts to any dispute or claim situation that may develop.

Assumptions:

- Up to 4 claims requiring review and analysis

Change Orders: We will create and maintain a PCO log that will be used to track project issues and known changes that have been identified by the GC through RFIs and/or Change Order Requests and by City-initiated changes. Management of the individual PCO will involve preparing a rough order-of-magnitude cost estimate and reviewing/estimating potential time impacts. Each item will be reviewed with the City to obtain their concurrence that the item is valid. If the work is necessary, negotiations will attempt to obtain a fair price for the work. If a fair price cannot be reached, or there is no time to negotiate, we will direct the work to proceed on time & materials via a Field Order/Directive. A final price will be summarized and agreed upon. West Yost will prepare formal change orders per City internal procedures. Once fully agreed the costs will be included in the GC's schedule of values and West Yost will confirm the correct percent complete by which to authorize payment for each progress payment request submitted by the GC.

Deliverable: PCO Log, RFPs for potential change orders, individual agreed-to change orders for the GC's and City's signature, and field directives for change order work that can't be negotiated in time or can't obtain an agreed-to lump-sum quote.

Assumptions:

- 6 RFPs
- 6 field directives
- 6 change orders

4 Task 4 – Field Inspection

Quality Control / Inspection: We will provide the day-to-day quality assurance inspection of the GC's performance of the work. This will include confirming compliance with the contract plans, specs, approved submittals, applicable RFI responses, and approved change orders. If work is observed or tested to be in non-compliance with the contract a verbal notice followed by a Non-Compliance Notice (NCN) will be issued to the GC. If an NCN is issued, a corresponding payment value will be withheld on the monthly progress payment until the issue is satisfactorily resolved. Daily inspection reports will be written and kept in the DCS software, Procore. The reports will contain a summary of the work performed, important discussions, and photos of the work performed. The overall quality requirements of the contract will be emphasized to the GC with pre-activity quality control meetings to review the planned work, contract requirements, submittals, RFIs, and change orders to confirm mutual understanding of the work.

Deliverable: Photo documentation of existing site conditions along the pipeline routes and photo documentation of project progress, response to the GC's overall QC plan and individual QC plans, concrete testing reports, special inspection reports, on-site CI daily reports, non-compliance notices, stop notices (when appropriate), and a running QC deficiencies report.

Assumptions:

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- 232 working days for construction
- 5 non-compliance notices

Water Pollution Control Plan (WPCP) Monitoring & Enforcement (Optional): The construction site is less than 1 acre; therefore, the General Permit application is not necessary, and the GC will be required to follow City storm water best management practices (BMPs). Upon request and written authorization by the City, the proper administration of the Water Pollution Control Plan (WPCP) will be monitored by West Yost. The CM team will review the WPCP submittal and confirm the appropriate City required BMPs are included in the plan to mitigate construction activity site runoff and dust pollution prior to approving the document For Information Purposes only. Our designated QSP will confirm BMPs are implemented prior to commencement of construction activities and monitor reinforcement of BMPs as needed throughout the duration of the project. Preparation and transmittal of the pre- and post-event inspection reports prepared by the GC's Qualified Storm Water Pollution Plan Practitioner (QSP) will be tracked by the CM team. These reports and any revisions needed to the WPCP will be confirmed by West Yost and will be retained in the field WPCP files.

Deliverable: Responses to the WPCP submittal reviews, and inspection reports needed to comply with individual permit requirements.

Assumptions:

- Project site is less than 1 acre
- CM to review GC WPCP submittal; WPCP submittal for information only
- 12 SWPPP/WPCP site inspections

Materials Testing & Special Inspection: BSK & Associates, Inc., our materials testing & special inspection subconsultant, will perform standard materials testing, quality assurance sampling, and testing in accordance with the plans and Specification Section 01455. We anticipate most of the materials testing and special inspections required will consist of structure and pipe trench subgrade and backfill materials, and concrete quality assurance, sampling, and compressive strength testing. Additional miscellaneous special inspection will also be performed as-needed including, but not limited to welding, masonry, and structural component installation oversight. The tests and inspection will comply with contract document requirements.

Deliverable: Test and inspection reports generated by our subconsultant for all code required/bid specified materials testing and special inspections listed in Specification Section 01455 3.01-3.03.

Assumptions:

- 3 days for soil sampling
- 20 days of compaction testing
- 10 days of concrete placement observation & sampling
- 10 days of as-needed miscellaneous special inspection (e.g., shop/field welding, high strength bolting, etc.)

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Task 5 – Final Completion Services

Final Walk Through/Punch List: The CM will arrange a final inspection once the construction GC requests Substantial Completion. The inspection will create a final punch list of work items to be completed. The punch list will be transmitted to the GC with the decision on the substantial completion request. The remainder of the contract will be to confirm that the items on the punch list have been addressed, and any other remaining deliverables received. Action items for this task will include the following:

- Site inspection to determine if facilities are complete and in compliance with Contract Documents.
- Coordinate and schedule of construction walk-through, and final inspection with the City, Contractor, and Design Consultant.
- Prepare punch list and inspection of punch list item corrective actions.

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- Conduct Final Inspections and Certification, by a registered design professional that the Project has been completed in accordance with submitted approved drawings and specification and any modifications thereto.

Closeout Documents: West Yost will confirm that aspects of the project administration have been completed, address any outstanding stop notices, lien release waivers have been received, and request that all suppliers and subcontractors come forward if payments for their services have not been made or other payment issues exist so that the release of retention can be made by the City. West Yost will assist the City in closing out the project that includes confirming receipt of all equipment instruction manuals, special warranties, and spare parts as required by the Contract Documents. Additional action items for this phase of final completion services includes:

- Coordinating with the Design Consultant and Contractor to ensure that all the required submittals including operations and maintenance manuals (electronic and three (3) hard copies are required), as-builts, warranties, bonds, lien release information, and record drawings have been submitted and approved. Ensure Asset Management information, SCADA and PLC programming have been submitted and approved. Note, The PLC Network and SCADA equipment programming shall be performed by the City.
- Final review of submittals (in consultation with the Design Consultant) of any as-built drawings made by the Contractor during construction, and record drawings prepared by the Design consultant.
- Preparation and submittal of a complete set of organized construction contract records through Procore.

Final Payment: West Yost will review the final progress payment prepared by the GC and issue a recommendation for payment to the City for review and approval. West Yost will prepare any final change order that might be necessary to address open contract items. Once final completion is achieved, a recommendation will be issued to the City to release retention to the Contractor.

Deliverable: Generate final punch list, correspondence recommending Final Acceptance be granted by the City Council will be written, transmittal of electronic and any hard copies of all equipment instruction manuals, special warranties, and spare parts as required by the Contract Documents, and any processing needed to release the final payment/retention will be made.

Assumptions:

- Up to 4 O&M manuals (hard copy vs electronic)
- Portion of retention may be released upon Substantial Completion at the discretion of the City
- City to review and approve Substantial Completion request
- City to file Notice of Completion.

BUDGET AND SCHEDULE

Attached is our Estimate of Costs for the scope of work identified above, including assumptions and clarifications. This estimate is based on discussions with the City, information provided in the RFP, information gathered at the optional pre-proposal conference, the potential construction schedule included in the technical proposal, and the level of effort for Construction Management (CM) services provided on projects of similar size and scope. Due to milestone requirements, the potential schedule was created with minimal float to adhere to an aggressive project delivery approach. Furthermore, we've included an optional contingency budget to account for additional scope as requested by the City, and unforeseen conditions that may lead to additional CM support services and/or inspection overtime. A summary of the key assumptions used in putting together the estimate are as follows:

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Engineer's Estimate of Construction Cost	\$10,000,000
Duration (Months)	12
Duration – Calendar Days (CDs)	341
Duration – Working Days (WDs)	232
Max Hours (WDs x 8 hr/day)	1,856
Estimated Start Date (CM Services/NTP)	10/20/2025
Estimated Milestone 1: Concrete work for Basins 1 & 2 (259 CDs)	7/6/2026
Estimated Milestone 2: Substantial Completion of Basins 1 & 2 (306 CDs)	8/22/2026
Estimated Milestone 3: Final Completion Date (341 CDs)	9/26/2026
Overhead Direct Costs (ODCs) – Vehicle, Annual Rate Escalation	Estimate based on vehicle usage rate on attached rate sheet. Assume 5% rate increase January 1, 2026

West Yost will perform the Scope of Services described above on a time-and-expenses basis, at the billing rates set forth in West Yost's Billing Rate Schedule, attached, with a not-to-exceed budget of \$962,138. A contingency budget for unforeseen conditions and optional tasks in the amount of \$47,628 is also included, however, shall only be accessed in part or as a whole, upon written approval from the City. A breakdown of our fee is provided in the attached Estimate of Costs. If you have any questions or require additional information, please feel free to contact me at your convenience at 530.400.8781.

Sincerely,

WEST YOST



J.P. Davis, PE, CCM, QSP

Project/Construction Manager

Attachment: Attachment A – West Yost Estimate of Costs
 Attachment B – West Yost's 2025 Billing Rate Schedule

EXHIBIT "B"



Attachment A

Fee Estimate

	Principal	Construction Manager IV	Construction Manager III	Resident Inspector (Prevailing Wage - Group 31)	Construction Manager I	Principal Tech Specialist I	QC Review	Labor		Risk	Costs		
	P \$373 Charles D.	CM IV \$303 JP D.	CM III \$239 Jason B.	RI, G2 \$235 Grant B.	CM I \$211 Amy R.	PTS I \$336 Zane W.	P \$373 Jm M.	Hours	Fee		Sub. w/ markup 5%	Other Direct	Total Costs
West Yost Associates													
PROJECT: CM Services for Barton Rd. WTP Reclamation Basins 1 & 2 Replacement Project													
Task 1 Construction Management Project Management													
1.01 Project Management/Monthly Invoicing & Reporting	8	12	24		48		2	94	\$ 23,230				\$ 23,230
1.02 Preconstruction Scheduling Meeting/Schedule Management		4	12					16	\$ 4,080				\$ 4,080
1.03 Coordination/Communication with Project Stakeholders		4	24	48				76	\$ 18,228				\$ 18,228
1.04 Construction Management Work/Quality Control Plan		4	8	8	8			28	\$ 6,692				\$ 6,692
Subtotal, Task 1 (hours)	8	24	68	56	56	0	2	214					
Subtotal, Task 1 (\$)	\$ 2,984	\$ 7,272	\$ 16,252	\$ 13,160	\$ 11,816		\$ 746		\$ 52,230				\$ 52,230
Task 2 Construction Contract Administration													
2.01 Correspondence/Document Control			192		96			288	\$ 66,144				\$ 66,144
2.02 Preconstruction Conference/NTP		2	2	2	8			14	\$ 3,242				\$ 3,242
2.03 Preconstruction Photograph and Video Documentation				16	4			20	\$ 4,604				\$ 4,604
2.04 Weekly Progress and As-Needed Site Meetings		12	48		48			108	\$ 25,236				\$ 25,236
2.05 Labor Compliance/Equipment & Labor Tracking Logs					96			96	\$ 20,256				\$ 20,256
2.06 Progress Payments			24		12			36	\$ 8,268				\$ 8,268
2.07 Submittals			40		40	16		96	\$ 23,376				\$ 23,376
2.08 Requests for Information (RFIs)			25		25	8		58	\$ 13,938				\$ 13,938
2.09 Design Changes (DCs)/Field Orders (FOs)		4	16		8	8		36	\$ 9,412				\$ 9,412
2.10 As-Built Record Drawings			12	24				36	\$ 8,508				\$ 8,508
2.11 Asset Management Submittal			12		12			24	\$ 5,400				\$ 5,400
2.12 Testing, Start-Up, and Commissioning		12	40	40		80		172	\$ 49,476				\$ 49,476
2.13 Site Safety			12	12	12			36	\$ 8,220				\$ 8,220
Subtotal, Task 2 (hours)	0	30	423	94	361	112	0	1020					
Subtotal, Task 2 (\$)		\$ 9,090	\$ 101,097	\$ 22,090	\$ 76,171	\$ 37,632			\$ 246,080				\$ 246,080
Task 3 Change Management													
3.01 Dispute/Claim Resolution	4	16	24				2	46	\$ 12,822				\$ 12,822
3.02 Change Orders		8	40		40	16		104	\$ 25,800				\$ 25,800
Subtotal, Task 3 (hours)	4	24	64	0	40	16	2	150					
Subtotal, Task 3 (\$)	\$ 1,492	\$ 7,272	\$ 15,296		\$ 8,440	\$ 5,376	\$ 746		\$ 38,622				\$ 38,622
Task 4 Field Inspection													
4.01 Quality Assurance/Inspection			250	1450				1700	\$ 400,500				\$ 400,500
4.02 WPCP Monitoring & Enforcement (OPTIONAL)			40					40	\$ 9,560				\$ 9,560
4.03 Materials Testing & Special Inspection								0		\$ 119,103	\$ 125,058		\$ 125,058
Subtotal, Task 4 (hours)	0	0	290	1450	0	0	0	1740					
Subtotal, Task 4 (\$)			\$ 69,310	\$ 340,750					\$ 410,060		\$ 125,058		\$ 535,118
Task 5 Final Completion Services													
5.01 Final Walkthrough/Punch List		8	40	40	24			112	\$ 26,448				\$ 26,448
5.02 Closeout Documents		8	24		40			72	\$ 16,600				\$ 16,600
5.03 Final Payment		8	16		8			32	\$ 7,936				\$ 7,936
Subtotal, Task 5 (hours)	0	24	80	40	72	0	0	216					
Subtotal, Task 5 (\$)		\$ 7,272	\$ 19,120	\$ 9,400	\$ 15,192				\$ 50,984				\$ 50,984
Task 6 ODCs													
6.01 Vehicle Usage								0			\$ 20,080		\$ 20,080
6.02 Annual Rate Increase								0			\$ 31,252		\$ 31,252
6.03 Contingency Budget (Unforeseen Conditions, OT, etc.)		8	24	80	40			152	\$ 35,400				\$ 35,400
Subtotal, Task 6 (hours)	0	8	24	80	40	0	0	152					
Subtotal, Task 6 (\$)		\$ 2,424	\$ 5,736	\$ 18,800	\$ 8,440				\$ 35,400			\$ 51,332	\$ 86,732
TOTAL (hours)	12	110	949	1,720	569	128	4	3,492					
TOTAL (\$)	\$ 4,476	\$ 33,330	\$ 226,811	\$ 404,200	\$ 120,059	\$ 43,008	\$ 1,492		\$ 833,376	\$ 119,103	\$ 125,058	\$ 51,332	\$ 1,009,766

Level of Effort (TOTAL HRS/Max HRS)
(TOTAL HRS/Max HRS, not incl. contingency budget)

1% 5% 50% 88% 29% 7% 0%

w/o contingency budget* \$ 962,138
*Contingency budget includes Task 4.02, Task 6.03, and associated ODCs

Attachment B

West Yost 2025 Billing Rate Schedule

2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$373
Engineer/Scientist/Geologist Manager I / II	\$352 / \$369
Principal Engineer/Scientist/Geologist I / II	\$317 / \$338
Senior Engineer/Scientist/Geologist I / II	\$286 / \$300
Associate Engineer/Scientist/Geologist I / II	\$237 / \$255
Engineer/Scientist/Geologist I / II / III	\$185 / \$215 / \$224
Engineering Aide	\$111
Field Monitoring Services	\$138
Administrative I / II / III / IV	\$102 / \$127 / \$152 / \$168
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$366 / \$369
Principal Tech Specialist I / II	\$336 / \$348
Senior Tech Specialist I / II	\$308 / \$321
Senior GIS Analyst	\$278
GIS Analyst	\$264
Technical Specialist I / II / III / IV	\$196 / \$224 / \$251 / \$280
Technical Analyst I / II	\$141 / \$168
Technical Analyst Intern	\$113
Cross-Connection Control Specialist I / II / III / IV	\$147 / \$159 / \$179 / \$198
CAD Manager	\$222
CAD Designer I / II	\$172 / \$194
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$355
Construction Manager I / II / III / IV	\$211 / \$226 / \$239 / \$303
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$190 / \$211 / \$235 / \$244
Apprentice Inspector	\$172
CM Administrative I / II	\$91 / \$124
Field Services	\$244

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 5%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1.02 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Skydio 2+ Drone (2 hour minimum)	\$100 / hour
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually



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 Wash Water Reclamation Basins 1 and 2 Replacement Project

Project Location(s): 9595 Barton Road, Granite Bay, CA 95746.

Project Description: The project would rehabilitate the Wash Water Reclamation Basins 1 and 2 located at the Barton Road Water Treatment Plant (BRWTP). The rehabilitation would include the structural repair and replacement of mechanical/process components. The design would include the replacement of the existing basins with two or three new basins within the same footprint. The project would not result in an expansion of use.

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 2 Categorical Exemption as described in Section 15302 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 2 consists of the...replacement or reconstruction of existing...facilities where the structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including... replacement or reconstruction of existing utility systems involving negligible or no expansion of capacity."

The project consists of replacing the existing wash water basins with two or three new basins located within the exact footprint. The project would not result in expansion of use. Consequently, the Class 2 Categorical Exemption would apply.

Lead Agency Contact Person: Inderpreet Kaur Chaggar, Roseville Department of Environmental Utilities (916-774-5553).

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: 1/19/2024

Title:	Pleasant Grove Wastewater Treatment Plant Maintenance, Administration, and Shop Building Project – Professional Design Services Agreement Amendment and Budget Adjustment
Contact:	Inderpreet Chaggar 916-774-5553 ikchaggar@roseville.ca.us

SUMMARY

This item requests approval of budget adjustment for the Pleasant Grove Wastewater Treatment Plant Maintenance, Administration, and Shop Building Project (Project). The budget adjustment consists of \$3,000,000 to be appropriated from available funds in the Water Operations Fund and Waste Services Operations Fund to increase the Project budget. This budget amendment, added to the existing project budget of \$1,100,000 previously approved by the South Placer Wastewater Agency (SPWA) will provide a total Project budget of \$4,100,000. This item also requests approval to authorize Amendment 1 to the Professional Design Services Agreement with 19six Architects, Inc. to add \$43,594 to complete the design services for the Project.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt a resolution authorizing the City Manager or his designee to execute Amendment 1 to the Professional Design Services Agreement (PDSA) with 19six Architects, Inc. (19six) for the PGWWTP Maintenance, Administration, and Shop Building Project for the additional amount of \$43,594 to complete the project design services, for a total contract amount of \$929,550; and
2. Adopt an ordinance to approve a budget adjustment of a \$1,500,000 appropriation from the Water Operations Fund and \$1,500,000 from the Waste Services Fund to increase the Pleasant Grove Wastewater Treatment Plant Maintenance, Administration, and Shop Building Project budget.

BACKGROUND

In 2021, the City's Environmental Utilities Department (EUD) published a Request for Proposals (RFP #08-079) seeking professional architectural consulting firms to submit proposals for professional consulting and design services for the Project and the design of Dry Creek Wastewater Treatment Plant (DCWWTP) Operations and Laboratory Building. The City entered into a Professional Design Services Agreement (PDSA) with Williams + Paddon Architects Planners, Inc. (W+P) on October 6, 2021. The original executed agreement included the assessment task for the Project and design task for the DCWWTP Operations and Laboratory Building. On August 30, 2022, W+P merged with 19six Architects, Inc. (19six) and the assessment effort for the Project was completed by 19six.

In 2023, SPWA approved to proceed with the 100% design of the Project. On June 19, 2024, the City entered into a sole-source PDSA with 19six Architects, Inc. to complete the design of the new PGWWTP Maintenance, Administration, and Shop Building.

The PSDA Amendment 1 includes scope and budget to revise the Project from a design, bid, build project to a design assist project, addressing the need to increase the building size to accommodate a larger conference room and larger site layout to provide the space necessary for EUD staff meetings, training, and other operational activities. This amendment also eliminates the budget and the scope of work for Construction Administration Services, which will be rescoped and budgeted with the next amendment to be issued closer to the award of the design-assist and construction contract.

The budget amendment is required due to the decision to increase the meeting room capacity from 150 to 300 people, which also requires additional parking to be constructed. This larger meeting room will serve the entire EUD; therefore, the additional cost will be split evenly between Water and Waste Services. The additional cost for this expansion is estimated at \$3 million. Water and Waste Services will use available resources in their operating funds to fund their portion of the Project.

FISCAL IMPACT

The current project budget is \$1,100,000 and is currently funded from the capital improvement project budget approved by the South Placer Wastewater Agency. This item includes a budget adjustment that requests an increase of \$1,500,000 from the Water Operations Fund and an increase of \$1,500,000 from the Waste Service Operations Fund to bring the project total to \$4,100,000.

The PSDA Amendment 1 budget request of \$43,594 includes \$49,912.50 from the Water Operations Fund, \$49,912.50 from the Waste Services Operations Fund, and decreases the budget from the SPWA Fund by \$56,231. With the budget amendment requested, there will be available budget for this amendment from each of these funds within the Project.

Staff will be requesting additional SPWA funding at a future SPWA board meeting to help fund the Construction Administrative Services for 19six, the construction management services, and the construction services, which will all require additional contract and amendment approvals from the City Council.

ENVIRONMENTAL REVIEW

The proposed budget adjustment and amendment to the agreement is to provide design services for the PGWWTP Maintenance, Administration, and Shop Building, and does not authorize construction. California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment, which includes professional design services. 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 (State CEQA Guidelines Sections 15061 (b)(c)). Once the facility has been designed, additional CEQA evaluation will be prepared.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Inderpreet Chaggar, Senior Engineer

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Resolution 25-320
2. 19Six PDSA Amendment 1_Signed
3. Ordinance 6998

REVIEWERS:

Inderpreet Chaggar, Environmental Utilities Department - Technical Services	Created/Initiated - 9/23/2025
Jason Marks, Environmental Utilities Department - Technical Services	Approved - 9/24/2025
Devin Whittington, Environmental Utilities Department	Approved - 9/24/2025
Sean Bigley, Environmental Utilities Department - All	Approved - 9/25/2025
Gretchen Hakala, City Attorney Department	Approved - 9/26/2025
Katrina Six, City Clerk Department	Approved - 9/26/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 10/6/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/6/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/6/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/7/2025
Katrina Six, City Clerk Department	Final Approval - 10/7/2025

RESOLUTION NO. 25-320

APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND 19SIX ARCHITECTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Professional Design Services Agreement for the Pleasant Grove Wastewater Treatment Plant Maintenance Administration and Shop Building Design, by and between the City of Roseville and 19six Architects, 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 _____, 2025, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL DESIGN SERVICES AGREEMENT**

Pleasant Grove Wastewater Treatment Plant Maintenance Administration
and Shop Building Design

THIS FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and 19six Architects, a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Design Services Agreement dated June 19, 2024 (“Agreement”) regarding design development and specification services for the Pleasant Grove Wastewater Treatment Plant (“Project”);

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated September 17, 2025, which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services; and

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit “A” of this First Amendment to Agreement.

2. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay forty-three thousand, five hundred ninety-four dollars (\$43,594), in consideration of the additional services as set forth in Exhibit “A” to the First Amendment to Agreement.”

3. The Agreement is further amended by adding an additional paragraph regarding compliance with the Levine Act:

“24. The Levine Act Disclosure. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to CITY elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the CITY decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by CONSULTANT and/or its agent(s), CONSULTANT is responsible for compliance, including for its disclosure obligations, if any, as further described at https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.”

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 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.

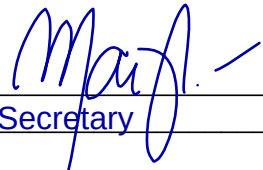
CITY OF ROSEVILLE, a
municipal corporation

19SIX ARCHITECTS, a California
corporation

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: Chief Financial Officer

ATTEST:

and
BY:  _____ 9/19/25
its: Secretary

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

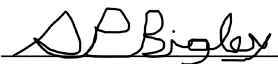
BY:  _____
SEAN BIGLEY
Environmental Utilities Director

EXHIBIT “A”

Pleasant Grove WWTP
ATTACHMENT TO OWNER/ARCHITECT CONTRACT AMENDMENT 01
CONTRACT AMENDMENTS 1.1 THRU 1.5
September 17, 2025

CONTRACT AMENDMENT 01.1 – SCOPE REVISIONS BUILDING AND SITE

Scope Revision:

Project Scope and Service included in Professional Design Services Agreement PDSA (City Council Resolution No. 24-209) based on Schematic Design Progress set (dated 6/27/2023). The Schematic Design Progress set provided for a site area of 2.05 +/- acres and building area of 26,900 +/- sf. As the Design Development phase progressed the scope of the Project was modified at the request of the Owners' team to include the following:

- Building area (sf) was increased by 5,300 +/- sf.
- Mezzanine area (sf) was increased by 1,300 +/- sf, relocated within building and added access stair.
- A formal Lobby and separate unisex restroom were added.
- The Training Room area (sf) was expanded from 40-50 occupant capacity to 150 occupant capacity, with operable partition to allow division of the Training Room into two smaller meeting spaces.
- Warehouse:
 - A conditioned Storage Room was added.
 - A Shipping and Receiving Office was added.
- The First Floor Plan was revised to relocate the Break Room and Technician Shop areas.
- The Second Floor Plan was revised to relocate Offices and Conference Room.
- The entire building was revised to mirror the building layout in the North-South direction and with Site Plan revised to accommodate mirroring of building and allow access to Shop space from the south.
- Free standing vehicle canopies for vehicle protection and possible solar/photovoltaic array PV / vehicle canopies were added. Identified as 'future' for solar area purposes.

This Contract Amendment provides for Architectural and Engineering Services in connection with increased labor hours in Design Development, Construction Documents/Agency Review, and Bidding. Construction Administration tasks are excluded.

Meetings:

Design Development - 3 additional Owner meetings for scope revision discussions

Deliverables:

Revised Design Development sets

CONTRACT AMENDMENT 01.2 – TRAINING ROOM EXPANSION AND RELATED SITE WORK

Scope Revision:

As the Construction Document phase progressed the scope of the Project was modified at the request of the Owners' team to include the following:

- The Training Room and supporting areas were further expanded from 150 occupant capacity to 300 occupant capacity by 1,800 +/- sf.
 - A/V design for Training Room is included.

Audiovisual Design Scope of Work:

Services provided in this design services proposal:

- Coordination Meetings for Needs Assessment (Zoom/Teams) – Total (5)
- Site Visit/Walks (pre-AV bid) – Qty (2)
- Design Sketching – Floor Plans, RCPs, Details for concept and approvals.
- Coordination with City of Roseville for further defining AV tech within each space.
- Develop electrical infrastructure and architectural coordination and further define product integration.
- Build Budget Estimating.
- Build AV drawing set for project team and bid spec.
- AV specifications formatted per the issued template.
- Develop formal Scope of Work and build services proposal.

Audiovisual Design Deliverables:

Included in this AV scope of work are the following deliverables:

- Design Sketches – including Floor Plans, RCPs, and elevation markup PDFs and markup exchanges either through email or Revu Blue-Beam sessions to aid in the outline of the Basis of Design. These will establish basic electrical and mounting requirements.
- Preliminary Scope of Work Narrative outlining system functionality.
- Specifications package – “CSI” or other template style specification for audiovisual systems and equipment.
- A 2D AutoCAD design coordination drawing set issued for comment and review prior to submitting the final CD design and/or permit set.
- The drawings will include AVI-SPLs standard title block unless otherwise requested by the project team to be included in the architectural deliverables.
- The drawing set will include developed Floor Plans, RCPs, and Elevations, associated electrical requirements, data requirements, storage requirements, ventilation requirements, etc.
- Audio Visual product cut sheets and pertinent product information for architectural coordination as requested and as required.
- A Construction drawing set issued for comment, review, and permit (during CD phase).
- The drawings will include AVI-SPL's standard title block unless otherwise requested by the project team to be included in the architectural deliverables.
- The drawing set will include finalized drawings of that outlined above in addition to audiovisual system single line drawings.
- Audio Visual product cut sheets and pertinent product information for architectural coordination as requested and as required.
- Audiovisual submittal documentation.

Other Notes:

- This design proposal will not include any Structural Engineering documents from any AVI SPL scope as required by final design criteria and construction (additional fee).
- 2D AutoCAD of architectural / infrastructure drawings will be required for the AVI-SPL design process.
- Additional parking area and revisions to the accessible path of travel to the building were added to accommodate the increased Training Room occupant load capacity.
- Added 16,000+/- sf parking area improvements will be limited to grading, drainage, paving, landscape, code required signage and lighting for parking lot and pathway to building.
- Added 30,000+/- sf gravel laydown area improvements will be limited to grading, drainage and gravel surface.

This Contract Amendment provides for Architectural, Interior Design and Engineering Services in connection with increased labor hours in Construction Documents/Agency Review and Bidding. Construction Administration tasks are excluded.

- Preparation of drawings and specifications.
- Additional Submittals/Shop Drawing Reviews,
- Construction Observation and Punchlist tasks are excluded

Meetings:

Construction Documents - 3 additional Owner meetings for scope revision discussions

Deliverables:

Revised Construction Documents sets

CONTRACT AMENDMENT 01.3 – REVISE PROJECT DELIVERY METHOD (CONSTRUCTION CONTRACT)

Scope Revision:

Phase 6 – Bidding, Architectural Services included in the PDSA, provides for a traditional “Design-Bid-Build” project delivery method, typically initiated at the completion of Construction Documents and issuance of Building Permits. The Owner is opting to proceed with a “Design Assist” project delivery method, to be initiated at 60% completion of Construction Documents. Through the “Design Assist” process, initiated and facilitated by the Owner, a General Contractor will be selected for the Project with the expectation that:

- The General Contractor will provide feedback and communication to the design team on decision-making items, helping guide the completion of the design alongside the Owner. By assisting in decision-making, the General Contractor can make sure the design remains within budget.
- The General Contractor and their trade expertise will provide insights into constructability, alternative materials and/or methods, and assisting value engineering that can increase value and decrease delivery schedule durations.
- Early contractor input can smooth the construction process, reducing the need for change orders later.

This Contract Amendment provides for Architectural, Interior Design and Engineering Services in connection with increased labor hours in Design Assist Contractor selection process and Construction Documents/Agency Review tasks.

- Assist Owner in Design Assist Contractor selection process.
 - Provide input on “Design Assist” RFQ Scope of Work prepared by the Owner.
 - Assist with evaluation of “Design Assist” proposals and recommendations for “shortlist” for interviews.
 - Participate in General Contractor Interviews and assist in selection of Design Assist Contractor.
- Participate in “Value Engineering” Tasks
 - Discussions/meetings with General Contractor and Owner
 - Review and comment on General Contractor’s proposed recommendations, including impact to design schedule and PDSA scope and fees.
 - Provide peer review of Contractor’s Estimate of Probable Construction Cost (Review of line-item cost value only, quantity take-off by Contractor).
- Finalize Construction Drawings and Specifications
 - Incorporate mutually agreed upon decisions to finalize design, drawings and specifications work.
 - Make mutually agreed upon revisions to previously completed design, drawings and specifications work.

Meetings:

Contractor Interviews - up to 3

Owner/Arch/GC Value Engineering Meetings - 3 additional Owner meetings

Deliverables:

Sub-contractor Bid Sets – Permitted Construction Documents (Drawings and Specifications)

CONTRACT AMENDMENT 01.4 – REVISE FEE SCHEDULE (BILLING RATES)

Revise *Fee Schedule* in Professional Design Services Agreement PDSA (City Council Resolution No. 24-209) to *Schedule of Hourly Rates* schedule below:

Note:

19six Architects & Engineers reserves the right to adjust hourly rates every six months to meet economic conditions.

Fee Adjustment:

None

CONTRACT AMENDMENT 01.5 – DELETE CONSTRUCTION ADMINISTRATION

Delete Phase 7 Construction Administration in its entirety. It is anticipated that a separate Contract Amendment to reinstate Construction Administration services and associated fees will be negotiated when final Construction Administration scope is agreed to.

OWNER/ARCHITECT CONTRACT AMENDMENT # 1

Date: September 17, 2025

Project: City of Roseville
Pleasant Grove
Wastewater Treatment Plant Maintenance Administration and Shop Building
 PO#: 9019369
 19six #: 24270.01

Description: Contract Amendment for Scope Revisions,

Contract Date: June 19, 2024

Modifications to Basic Contract / Amendments to the following services:

Refer to Attachment.

Total Amendment Fee \$ **43,594**

The revised payment schedule is **(updated fees in bold)**:

<u>Phase / Description</u>	<u>Previous Fee</u>	<u>Amend No: 02</u>	<u>Revised Fee</u>
Design Development	\$ 264,670	\$ 45,416	\$ 310,086
Construction Documents	\$ 397,802	\$ 149,231	\$ 547,033
Bidding	\$ 24,969	\$ 7,962	\$ 32,931
Construction Administration	\$ 159,015	\$ -159,015	\$ 0
Furniture Design & Specifications	\$ 39,500	\$ 0	\$ 39,500
Total	\$ 885,956	\$ 43,594	\$ 929,550

Amendment 01 – Breakdown by Service Phase

02.1-Scope Revisions Building and Site	\$	65,360
Design Development	\$	42,690
Construction Documents	\$	21,968
Bidding	\$	702
Construction Administration	\$	NIC
Furniture Design & Specifications	\$	0
02.2-Training Room Expansion/Relate Site	\$	99,825
Design Development	\$	2,726
Construction Documents	\$	95,829
Bidding	\$	1,270
Construction Administration	\$	NIC
Furniture Design & Specifications	\$	0
02.3-Revise Project Delivery Method	\$	37,424
Design Development	\$	0
Construction Documents	\$	31,434
Bidding	\$	5,990
Construction Administration	\$	0
Furniture Design & Specifications	\$	0
02.4 Revise Fee Schedule (Billing Rates)	\$	0
02.5 Delete Construction Administration Services Phase	\$	-159,015

ORDINANCE NO. 6998

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2025-26
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2025-26, is hereby amended as listed on the attached budget adjustment for the Pleasant Grove Wastewater Treatment Plant Maintenance, Administration, and Shop Building project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 05/29/2025

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Brian Craighead / Assistant Environmental Utilities Director
PREPARER NAME & TITLE:	Archana Wagley / Sr. Business Analyst
DEPARTMENT/DIVISION:	Environmental Utilities / Wastewater

FISCAL YEAR:	2025-26
ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6101	6587	84001	500306	1,500,000	Establish capital outlay budget for project 500306 for Water Operations Fund
6301	6587	84001	500306	1,500,000	Establish capital outlay budget for project 500306 for Waste Services Operations Fund
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				3,000,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	3,000,000
----------------	-----------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6101	3601	00000	000000	(1,500,000)	Decrease Water Operations Fund Balance
6301	3601	00000	000000	(1,500,000)	Decrease Waste Services Operations Fund Balance
	3601	00000	000000		
FUND BALANCE TOTAL				(3,000,000)	

Justification for Budget Adjustment:

The PGWWTP Maintenance Administration and Shop Building Project (500306) funds the design and construction of a new building at the Pleasant Grove Wastewater Treatment Plant. The current budget of \$1.1 million is in the South Placer Wastewater Authority (SPWA) Fund (7811). The capacity of the building's meeting room is now being increased from 150 to 300 people to serve the entire Environmental Utilities (EU) Department. Additional parking stalls, as required, will also be added. The estimated \$3 million additional cost for this expansion will be split evenly between the Water and Waste Services Operations Funds, since both utilities will benefit from the increased capacity. There are sufficient resources available in both funds. This request will bring the project budget to \$4.1 million.

At the next SPWA Board meeting, staff will request an additional \$33 million from the SPWA Fund for the remainder of this project, bringing the total budget to \$37.1 million. A project consultant estimated that EU's non-wastewater use of this building will be approximately 9 percent. The \$3 million combined contribution from the Water and Waste Services Utilities is thus in line with this estimate.

Title:	Dry Creek Wastewater Treatment Plant Vactor Washout Station Project – Budget Adjustment
Contact:	Rana Moore 916-774-5581 rcmoores@roseville.ca.us

SUMMARY

This item requests approval of a \$555,000 budget adjustment for construction of the Dry Creek Wastewater Treatment Plant Vactor Washout Station Project. The source of funding for this agreement is from available funds in the Wastewater Rehabilitation Fund and Water Rehabilitation Fund. The split between the two funds for this request is as follows:

1. Wastewater Rehabilitation Fund: \$370,000
2. Water Rehabilitation Fund: \$185,000

This budget adjustment will bring the current project budget of \$365,000 to a new total project cost of \$920,000.

RECOMMENDATION

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment of \$555,000 from available resources in the Wastewater Rehabilitation Fund and Water Rehabilitation Fund to fully fund the project.

BACKGROUND

The project involves designing and constructing an improved Vactor Washout station at the Dry Creek Wastewater Treatment Plant to be used by both the Wastewater Collection and Water Distribution teams. This station will replace the current unpaved, poorly lit temporary area used for vactor truck washouts by providing a paved surface, improved drainage and wastewater capture systems, and enhanced lighting for safety. These upgrades will enhance operational efficiency, safety, and environmental compliance.

On July 15, 2025, staff published a Request for Proposals (RFP) for Design-Assist Construction services. On August 19, 2025, three (3) firms proposed on the Project. The proposals were evaluated by a panel including Environmental Utilities Department engineering and operations staff, as well as a member of the City Attorney's Office. The panel decided to reject all bids and complete the work in-house to provide better value to the City.

FISCAL IMPACT

The Dry Creek Wastewater Treatment Plant Vactor Washout Station Project is funded by the Wastewater Rehabilitation and Water Rehabilitation Funds.

An additional \$555,000 of funding is requested to fully fund the project, including \$321,000 in capital

outlay, \$214,000 in secondary labor, and \$20,000 in professional services. The split between the two funds for this request is as follows:

1. Wastewater Rehabilitation Fund: \$370,000
2. Water Rehabilitation Fund: \$185,000

This budget adjustment will bring the current project budget of \$365,000 to a new total project cost of \$920,000 using available funds in the Wastewater Rehabilitation and Water Rehabilitation Funds.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Rana Moore, Senior Engineer

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Ordinance 7000
2. 2024_DCWWTP Vactor Clean Out Area (Class 1)

REVIEWERS:

Rana Moore, Environmental Utilities Department - Technical Services	Created/Initiated - 9/24/2025
Jason Marks, Environmental Utilities Department - Technical Services	Approved - 9/24/2025
Devin Whittington, Environmental Utilities Department	Approved - 9/24/2025
Sean Bigley, Environmental Utilities Department - All	Approved - 9/25/2025
Gretchen Hakala, City Attorney Department	Approved - 9/29/2025
Katrina Six, City Clerk Department	Approved - 9/29/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/1/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/2/2025
Dominick Casey, City Clerk Department	Approved - 10/6/2025
Katrina Six, City Clerk Department	Final Approval - 10/6/2025

ORDINANCE NO. 7000

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2025-26
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2025-26, is hereby amended as listed on the attached budget adjustment for the Dry Creek Wastewater Treatment Plant Vactor Washout Station project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 07/03/2025

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Tracie Mueller, Wastewater Utility Manager	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Deanne Garcia, EU Business Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	EU/Wastewater		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6230	5080	84001	500146	142,667	Increase internal project labor budget for project #500146-Vactor Washout Station
6230	5301	84001	500146	13,333	Increase professional services budget for project #500146-Vactor Washout Station
6230	6587	84001	500146	214,000	Increase capital outlay budget for project #500146-Vactor Washout Station
6130	5080	84001	500146	71,333	Increase internal project labor budget for project #500146-Vactor Washout Station
6130	5301	84001	500146	6,667	Increase professional services budget for project #500146-Vactor Washout Station
6130	6587	84001	500146	107,000	Increase capital outlay budget for project #500146-Vactor Washout Station
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				555,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	555,000
----------------	---------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6230	3601	00000	000000	(370,000)	Decrease Wastewater Rehabilitation Fund Balance
6130	3601	00000	000000	(185,000)	Decrease Water Rehabilitation Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(555,000)	

Justification for Budget Adjustment:

The Dry Creek Wastewater Treatment Plant Vactor Washout Station Project (#500146) is funded by the Wastewater Rehabilitation and Water Rehabilitation Funds. An additional \$555,000 of funding is requested to fully fund the project, including \$321,000 in capital outlay, \$214,000 in secondary labor, and \$20,000 in professional services. The split between the two funds for this request is as follows:

- 1.Wastewater Rehabilitation Fund: \$370,000 (66.67%)
- 2.Water Rehabilitation Fund: \$185,000 (33.33%)

This budget adjustment will bring the current project budget of \$365,000 to a new total project budget of \$920,000 using the available resources in the Wastewater Rehabilitation and Water Rehabilitation Funds.



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: Vactor Washout Station Project

Project Location(s): 1800 Booth Road, Roseville, CA 95747. Assessor's Parcel Numbers 474-080-009-000, 474-110-001-000, 474-110-002-000, 473-080-000-000, and 473-080-002-000.

Project Description: The Environmental Utilities Department is requesting approval to design and constructed an improved Vactor Washout station located in the northwest corner of the Dry Creek Wastewater Treatment Plant (DCWWTP) facility. This station will replace the current unpaved, poorly lit temporary area used for vactor truck washouts by providing a paved surface, improved drainage and wastewater capture systems, and enhanced lighting for safety. These upgrades will enhance operational efficiency, safety, and environmental compliance. The project would not result in an expansion of use.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Environmental Utilities Department

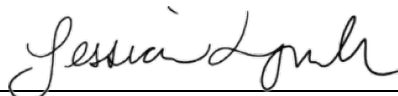
Reason why this Project is Exempt: The project qualifies for a Class 1 Categorical Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 1 (Existing Facilities) consists of ... minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use."

The project consists of improvements to a portion of the DCWWTP property to enhance operational efficiency, safety, and environmental compliance of an existing maintenance area for vactor trucks. The project would not result in expansion of use. Consequently, the Class 1 and Categorical Exemption applies.

Lead Agency Contact Person: Arashdeep Singh, Roseville Department of Environmental Utilities (916) 746-1854.

Signature:


Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 8/22/2024



City Council Communication

Meeting Date: 10/15/2025

Item #: VI.15

File #: 0800-03

Item ID: 2025-696

Title:	2024 Power Source Disclosure and Power Content Label
Contact:	Melissa Seghezzi 916-774-5652 maseghezzi@roseville.ca.us

SUMMARY

Staff recommends approval of the 2024 Power Source Disclosure Reports and 2024 Power Content Labels. Senate Bill 1305 requires California electricity suppliers to disclose the sources of their power through Power Source Disclosure Reports. These reports are used to create annual Power Content Labels, which must be posted on suppliers' websites and shared with customers. There is no fiscal impact associated with the approval of the 2024 Power Source Disclosure Reports and 2024 Power Content Labels.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve the 2024 Power Source Disclosure Reports and 2024 Power Content Labels.

BACKGROUND

Senate Bill (SB) 1305, approved in 1997, directs all California retail suppliers of electricity to disclose to consumers the sources of energy used to provide the electric service in an accurate, reliable, and simple to understand manner. The SB 1305 report is referred to as the Power Source Disclosure (PSD) Report. The data contained in the PSD Reports are subsequently used to prepare the annual Power Content Labels (PCLs), which are mailed to the electric utility's customers and posted on Roseville Electric's website. Under current regulations, retail suppliers such as the City must post their PCLs online by October 1, 2025. In addition, PCLs must be included in written promotional materials provided to customers by the end of the first complete billing cycle in the fourth quarter, or no later than December 31, 2025.

FISCAL IMPACT

There is no fiscal impact associated with the approval of the 2024 Power Source Disclosure Reports and 2024 Power Content Labels.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The 2024 PSD Reports and PCLs meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Melissa Seghezzi, Electric Business Analyst

Daniel Beans, Electric Utility Director

ATTACHMENTS:

1. Resolution 25-324
2. 2024 PSD Annual Report - Roseville Submittal
3. 2024 PCL City of Roseville

REVIEWERS:

Melissa Seghezzi, Electric Department - Resource Planning & Generation	Created/Initiated - 9/17/2025
William Forsythe, Electric Department - All	Approved - 9/23/2025
Shawn Matchim, Electric Department - All	Approved - 9/26/2025
Daniel Beans, Electric Department - All	Approved - 9/26/2025
Gretchen Hakala, City Attorney Department	Approved - 9/29/2025
Katrina Six, City Clerk Department	Approved - 9/29/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/30/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/1/2025
Katrina Six, City Clerk Department	Final Approval - 10/2/2025

RESOLUTION NO. 25-324

APPROVING THE 2024 ANNUAL POWER SOURCE DISCLOSURE REPORTS AND THE
2024 POWER CONTENT LABELS, AND ATTESTING TO THE VERACITY
OF THE ANNUAL REPORTS

WHEREAS, Senate Bill 1305 (SB 1305), adopted in 1997, directs all California retail suppliers of electricity to disclose to consumers the sources of energy used to provide the electric service in an accurate, reliable and simple to understand manner; and

WHEREAS, the SB 1305 report is referred to as the Power Source Disclosure (PSD) Report and the data contained in the PSD reports are used to prepare the annual Power Content Labels (PCLs); and

WHEREAS, the regulation requires publicly owned electric utilities, like Roseville, to have City Council attest to the veracity of the PSD Report and PCLs; and

WHEREAS, Roseville Electric Utility staff has prepared the 2024 Annual Power Source Disclosure Reports in accordance with the Power Content Label Program requirements and deadlines.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the 2024 Annual Power Source Disclosure Reports and 2024 Power Content Labels are hereby approved.

BE IT FURTHER RESOLVED that this resolution hereby provides attestation of the veracity of the annual reports submitted by staff.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

2024 POWER SOURCE DISCLOSURE ANNUAL REPORT For the Year Ending December 31, 2024

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
City of Roseville	
CONTACT INFORMATION	
NAME	Melissa Seghezzi
TITLE	Associate Electric Analyst
MAILING	116 S Grant St
CITY, STATE, ZIP	Roseville, CA 95678
PHONE	916-746-1671
EMAIL	maseghezzi@roseville.ca.us
WEBSITE URL FOR PCL POSTING	https://www.roseville.ca.us/government/departments/electric_utility/about_us/reports_publications/power_content_label

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to complete the Retail Supplier Name and contact information above.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation [California Energy Commission's website](#).

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 639-0573.

[illegible][illegible]

ASSET CONTROLLING SUPPLIER RESOURCE MIX CALCULATOR

Instructions: Enter total net specified procurement of ACS system resources into cell A8 or A23.
In Column E, the calculator will determine quantities of resource-specific net procurement for entry on Schedule 1.

Bonneville Power Administration				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
90,646		Biomass & biogas		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-
		Coal		-
		Large hydroelectric	0.84	76,361
		Natural gas		-
		Nuclear	0.11	9,954
		Other	0.01	653
		Unspecified Power	0.04	3,677

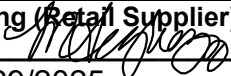
Tacoma Power				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biogas		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-
		Coal		-
		Large hydroelectric	0.89	-
		Natural gas		-
		Nuclear	0.06	-
		Other		-
		Unspecified Power	0.06	-

**2024 POWER SOURCE DISCLOSURE ANNUAL REPORT
ATTESTATION FORM
For the Year Ending December 31, 2024
(RETAIL SUPPLIER NAME)**

I, [print name] Melissa Seghezzi,
[title] Associate Electric Analyst, declare under penalty of perjury, that the
information provided in this report is true and correct and that I, as an authorized agent of
[retail supplier], City of Roseville, have authority to submit this report
on the retail supplier's behalf. I further declare that all of the electricity claimed as
specified purchases as shown in this report was sold once and only once to retail
customers.

Name: Melissa Seghezzi

Representing (Retail Supplier): City of Roseville

Signature: 

Dated: 5/29/2025

Executed at: 116 S Grant St, Roseville CA 95678

2024 POWER CONTENT LABEL			
City of Roseville			
	Roseville	Roseville Community Solar	CA Utility Average
Greenhouse Gas Emissions Intensity (lbs of CO ₂ e emitted per megawatt hour)	357	0	359
Electricity Sources ■ Renewables and Zero-Carbon Resources ■ Fossil Fuels and Unspecified Power			
RPS Eligible Renewables	31%	100%	45%
Biomass & Biogas	0%	0%	2%
Geothermal	4%	0%	5%
Eligible Hydroelectric	2%	0%	2%
Solar	2%	100%	23%
Wind	23%	0%	14%
Large Hydroelectric	33%	0%	10%
Nuclear	1%	0%	11%
Emerging Technologies	0%	0%	0%
Other	0%	0%	0%
Natural Gas	34%	0%	10%
Coal & Petroleum	0%	0%	2%
Unspecified Power (primarily fossil fuels)	0%	0%	22%
Total	100%	100%	100%
Retail sales covered by retired unbundled RECs	4%	0%	
■ This label does not reflect compliance with the Renewables Portfolio Standard (RPS), which measures the use of tracking instruments called Renewable Energy Credits (RECs) over the course of multi-year compliance periods. RECs that are purchased separately from the renewable energy ("Unbundled RECs") can be used for RPS compliance, but they do not factor into the power mixes or GHG emissions intensities above. ■ GHG intensity figures exclude biogenic CO₂ and emissions from geothermal sources and grandfathered imports of firm-and-shaped energy. For detailed information about all GHG emissions from California's retail electricity suppliers, visit the CEC webpage at the link below. ■ Unspecified power is electricity purchased from a genericized pool on the open market.			
https://www.roseville.ca.us/government/departments/electric_utility/about_us/reports_publications/power_content_label	Want to learn more? Visit https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program		

Title:	RPEAK Evaporative Cooling Construction and Installation Services - Contract Purchase Agreement and Budget Adjustment
Contact:	Michael Zasso 916-746-1665 mzasso@roseville.ca.us

SUMMARY

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a Contract Purchase Agreement (CPA) with Performance Mechanical Incorporated (PMI) for Evaporative Cooling Systems Construction and Installation services at the Roseville Peaking Plant (RPEAK) in the amount of \$716,114, grant the City Manager, or a designee, the authority to authorize change orders up to 10% of the overall contract cost with a total cost not to exceed \$787,725 for unforeseen change orders, and approve a budget adjustment in the amount of \$2,750,000 for the project from available resources in the Electric Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Contract Purchase Agreement (CPA) with Performance Mechanical Incorporated (PMI) for Evaporative Cooling Systems Construction and Installation services at the Roseville Peaking Plant (RPEAK) in the amount of \$716,114, and give the City Manager, or a designee, the authority to authorize change orders up to 10% of the overall contract cost with a total cost not to exceed \$787,725 for unforeseen change orders.

Staff additionally recommends that the City Council adopt an ordinance to approve a budget adjustment in the amount of \$2,750,000 from the Electric Fund for the project.

BACKGROUND

In 2021, Roseville executed agreements with the California Department of Water Resources (DWR) to site two generating units adjacent to the Roseville Energy Park (REP) as part of the State of California's overall efforts to improve electric system reliability. The site was named the Roseville Peaking Plant (RPEAK). In 2023, Roseville and CDWR reached agreement to place Roseville on a path to take ownership of these generating units. As part of taking ownership of the units in November 2024, Roseville agreed to install an evaporative cooling system on each unit.

The units at the RPEAK site currently utilize air at ambient temperature for their combustion process. While this may be adequate during cold winter days, during the summer when the air is hot and dry, these turbines are not able to reach maximum designed output. By installing evaporative cooling systems, the units will be able to generate near designed power output year-round.

Staff received City Council approval on June 19, 2024 for a purchase order with GE Vernova Operations, LLC (GE) for the major hardware for this project, as they are the original equipment manufacturer of the units. GE's proposal did not include installation services of the modules onto the turbines. Through a

competitive bid RFP process, PMI was selected to perform the construction of foundations for the modules, piping re-routing and connections, and the installation services of the modules on the RPEAK units. Additionally, as competitive bids have been received for various components of the project, construction and major material costs have come in higher than anticipated and a budget adjustment is required to complete this project.

FISCAL IMPACT

The Contract Purchase Agreement amount is \$716,114, with a total not-to-exceed amount, including ten percent (10%) change order authority, of \$787,725 for the work. City Council approval of the ordinance will result in a budget adjustment in the amount of \$2,750,000 to add funds to the project from available resources in the Electric Fund.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

- 4. Invest in well-planned infrastructure and growth
- 6. Deliver exceptional City services

Respectfully Submitted,
Michael Zasso, Power Plant Engineer

Daniel Beans, Electric Utility Director

ATTACHMENTS:

- 1. Resolution 25-331
- 2. Contract Purchase Agreement PMI Signed Copy
- 3. Ordinance 7003
- 4. CEQA Notice of Exemption

REVIEWERS:

Michael Zasso, Electric Department - Engineering	Created/Initiated - 9/23/2025
Chris Porter, Electric Department - Engineering	Approved - 9/26/2025
Shawn Matchim, Electric Department - All	Approved - 9/26/2025
Daniel Beans, Electric Department - All	Approved - 9/26/2025
Gretchen Hakala, City Attorney Department	Approved - 9/30/2025
Katrina Six, City Clerk Department	Approved - 9/30/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 10/2/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/3/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/3/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/7/2025
Katrina Six, City Clerk Department	Final Approval - 10/7/2025

RESOLUTION NO. 25-331

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

WHEREAS, a contract purchase agreement (3005045) for construction services for Roseville Peaking Plant Evaporative Coolers, by and between the City of Roseville and Performance Mechanical, Inc., has been reviewed by the City Council; and

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3005045

Supplier Details:

Company Performance Mechanical Inc
Contact Rick Carpenter
Address 6001 Midway St

Sacramento, CA 95828

Submit your response to:

Company City of Roseville
Contact Tiffany Valdez
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1109
Fax (916) 746-1115
E-mail TValdez@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 3005045

Agreement	3005045
Agreement Date	24-SEP-2025
Revision	0
Agreement Amount	716,114.00 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 **Performance Mechanical Inc**
 6001 Midway St

Sacramento, CA 95828
Phone: ()
Fax: ()
Email: rmcarpenter@perfmech.com

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #07-116 AND CONTRACTOR'S PROPOSAL THERETO TITLED "CONSTRUCTION SERVICES FOR ROSEVILLE PEAKING PLANT EVAPORATIVE COOLERS PMI PROPOSAL NO.:25-0143 DATED 8/27/25 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #07-116 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

START DATE: EXECUTED AGREEMENT
 END DATE: 6/30/26

PLEASE CONTACT MICHAEL ZASSO IN THE ELECTRIC DEPARTMENT AT (916) 746-1665 OR MZASSO@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11585	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
Tiffany Valdez Phone 1-916-746-1109					

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, to the extent caused by Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

Notwithstanding anything herein or in any related document, in no event shall: (a) either party be liable to the other for any indirect, incidental, special, punitive, exemplary, or consequential damages or lost profits, income, gross revenue, or net revenue regardless of each party's alleged fault or allocation of fault between each other; and (b) contractor's cumulative liability and amount of damages under this agreement, inclusive of the proceeds of any applicable insurance including but not limited to either party's status as an additional insured, exceed ten million U.S. dollars (\$10,000,000.00).

2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in a writing signed by both parties. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.

10. Contractor agrees to the below insurance requirements:

- a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation/Employer's Liability. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Furthermore, the requirements for coverage and limits shall be:
(1) the coverage and limits specified in this Agreement; or
- d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

- i. Liability/Remedies. Insurance coverage in the amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state, and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, visit the CARB Advanced Clean Fleet webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.
20. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a

subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

21. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
22. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.
23. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
24. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
25. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. 00822221

Contract Purchase Agreement 3005045

Contractor License No. 475516
DIR Registration No. 1000004637

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.

General T&C

REV 3/21/24 JS

**Negotiated Terms and Conditions between City of Roseville and Performance Mechanical Inc. revised 2/24/25*

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES**

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 10 04 13 and CG 20 37 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction: X

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional:

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant:

Professional Liability:
\$1 Million/occurrence

IT Services:

Professional Liability:
\$1 Million/occurrence
No auto required
Cyber Liability:
\$1 Million/occurrence

Hazardous Materials:

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors:

No auto required
No workers' comp required

Professional Counseling/ Psychological:

Professional Liability:
\$1 Million/occurrence
No auto required

Pyrotechnics: _____

General Liability:
\$5 Million/occurrence
\$10 Million aggregate
Auto - \$2 Million/occurrence

Chemical/Environmental: _____

General Liability:
\$3 Million/occurrence
\$6 Million aggregate
Pollution - \$2 Million/Occurrence
Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

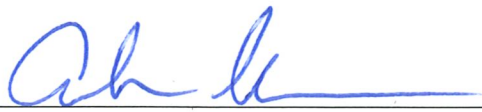
Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	Performance Mechanical, Inc.
DATE	September 26, 2025

Asbestos
Rev 01/16/19

Supplier

Signature: 

Print Name: Andrew Hosler

Title: President/CEO

Date: September 26, 2025

Supplier

Signature: _____

Print Name: _____

Title: _____

Date: _____

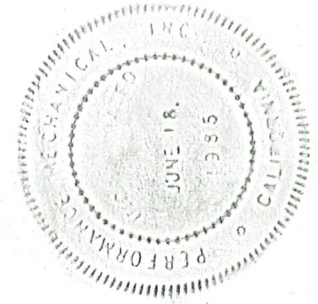
City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____





April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:

Shannon Wiest

4/25/2022

43035660A19747F
Shannon Wiest

City of Roseville

Purchasing and Warehouse Manager

ORDINANCE NO. 7003

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2025-26
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2025-26, is hereby amended as listed on the attached budget adjustment for evaporative cooling systems construction and installation services at the Roseville Peaking Plant (RPEAK).

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 07/03/2025

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Chris Porter, Assistant Electric Utility Director	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Matt Nelson, Interim Electric Utility Financial Admin	ORDINANCE:	
DEPARTMENT/DIVISION:	Electric/Engineering		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	6587	84701	700061	2,750,000	Increase Electric - RPEAK CTs Upgrade CIP
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				2,750,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	2,750,000	
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	3601	00000	000000	(2,750,000)	Decrease Electric Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(2,750,000)	

Justification for Budget Adjustment:

The Electric Department is requesting a budget adjustment of \$2,750,000 to increase the Electric - RPEAK CTs Upgrade project (700061) budget from available resources in the Electric fund.

As part of taking ownership of combustion turbine generators (RPEAK) sited at the Roseville Energy Park by the State of California in 2021, Roseville was required to participate in the California Energy Commission's Distributed Electricity Backup Assets Program (DEBA). The DEBA program requires the installation of evaporative cooling and gas compression on the combustion turbine generators in order increase their output capability during extreme events by increasing their efficiency. When the project was created, only very preliminary budget estimates were available. As key components and services have been bid, the cost of materials and labor have come in significantly higher than expected. As such, additional funds are required to complete the project.

The current project budget is \$9,280,000. With this adjustment, the revised project budget will total \$12,030,000.



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: Distributed Electricity Backup Assets (DEBA) Project

Project Location(s): APNs 017-101-020-000 and 017-101-021-000, 5120 Phillip Road, Roseville, CA 95747

Project Description: Roseville Electric proposes to install evaporative coolers and natural gas compression on the California Department of Water Resources' (DWR) Roseville State Power Augmentation Project generators to improve their efficiency. These facilities are currently permitted to reach an output of up to 33.6 megawatts each (for a total output of 67.2 megawatts). The two General Electric TM2500 generators are currently capable of producing approximately 22.25 megawatts each (for a total project output of 44.5 megawatts) during extreme events. The installation of evaporative cooling will decrease the inlet air temperature, reducing the impact of the ambient temperature derate effects. The installation of natural gas compression will increase the pressure of the incoming natural gas from the local distribution system to the pressure the TM2500 generators were designed to run at for full nameplate capability. The combination of evaporative cooling and gas compression will allow the combined output of the two TM2500 generators to be increased by approximately 9.5 megawatts and will be capable of operation at all times the generators are running. While this will increase the output of each generator to 27 megawatts (for a total of 54 megawatts), this is still well below the current permitted output of 33.6 megawatts each. This project would not increase output over the permitted allowance of 67.2 megawatts.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: Roseville Electric

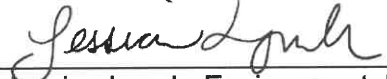
Reason why this Project is Exempt: This project qualifies for a Class 1 Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 1 consists of the...minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use... [including] (b) existing facilities of both investor and publicly owned utilities used to provide electric power..."

The project increases efficiency in the output of energy produced so that the two TM2500 generators can produce up to 27 megawatts each. While this is an increase in output, it is still within the facilities' current permitted output of 33.6 megawatts each,

which was analyzed in prior CEQA documentation. For this reason, the Class 1 exemption is applicable to the proposed project.

Lead Agency Contact Person: William Forsythe, Roseville Electric, 2090 Hilltop Circle, Roseville, CA 95747, (916) 774-5619.

Signature:  Date: 02/8/2024
Jessica Lynch, Environmental Coordinator
City of Roseville

Title:	Second Reading - Water Rate Assistance Program - Roseville Municipal Code Amendment
Contact:	Noelle Mattock 916-774-5504 ncmattock@roseville.ca.us

SUMMARY

Staff recommends the City Council approve an ordinance for second reading adding Section 14.08.215 to Chapter 14.08 of the Roseville Municipal Code.

RECOMMENDATION

Staff recommends that the City Council introduce an ordinance for the first reading to approve adding Section 14.08.215 to Chapter 14.08 of the Roseville Municipal Code.

BACKGROUND

Since the passage of the California Human Right to Water (AB 685) in 2012, water affordability has emerged as a focal point for the Legislature and the State Water Resources Control Board. AB 685 added Section 106.3 to the California Water Code, stating:

"It is the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes."

There are many factors involved in setting water rates (aging infrastructure, regulatory compliance, inflation and operational costs, adaptation to changing weather patterns and conservation efforts, to name a few), all of which play a role in affordability. Despite having some of the region's most competitive rates, residents have repeatedly called for a local rate assistance program during rate case discussions over the last decade.

While EU staff engages in policy discussions at the State and Federal levels on developing statewide policy solutions, EU wanted to be responsive to the feedback we have received. As a result, EU has developed a water rate assistance program (WRAP) to meet the needs of our local community.

Key elements of WRAP:

- Would grant up to a 20% discount on the monthly fixed base water service charge to income-eligible customers.
- Income-eligible customers are defined as households at or below 200% of the Federal Poverty Level.
- This program would be funded using non-rate revenue (late fees), in accordance with Proposition 218. The approved fiscal year 2026 budget includes \$123,750 in forecasted late fee revenue.
- For Prop. 218 compliance and determining the discount percentage each year, EU will track available late fees and discounts provided.
- To facilitate enrollment in WRAP, customers currently enrolled in the Electric Rate

Assistance Program (ERAP) will automatically be enrolled into WRAP. 994 customers will be auto-enrolled.

- There are approximately 90 customers who receive water service but do not receive electric service that may be eligible for the program.
- Participants must re-certify eligibility every three years.

Anticipated program allocations through fiscal year 2030 are:

Fiscal Year	Monthly Fixed Charge	20% Discount/Customer	Annual Discount/Customer	Total Anticipated Customers	Annual Program Cost
2026	\$31.63	\$6.33	\$75.91	1084	\$82,288.61
2027	\$32.90	\$6.58	\$78.96	1084	\$85,592.64
2028	\$35.36	\$7.07	\$84.86	1084	\$91,992.58
2029	\$38.01	\$7.60	\$91.22	1084	\$98,886.82
2030	\$40.87	\$8.17	\$98.09	1084	\$106,327.39

Projected costs reflect estimated customer participation and anticipated rate increases through FY30.

Participation in this program is expected to have a positive effect on the Water Utility budget within the Environmental Utilities Department by reducing the number of customer accounts with past due balances that could lead to a re-payment plan, a disconnection of service or utility accounts turned over for collections.

FISCAL IMPACT

The funding for WRAP comes from non-rate revenue (late fees). By enabling customers to pay their utility bills on time, the water utility may experience a reduction in late fee revenues. Furthermore, with fewer late fees, overdue balances, and water shutoffs, Roseville could see a positive impact by avoiding the need to pursue or write off bad debts.

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 action of reviewing legislation and fiscal activities meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Noelle Mattock, Utility Government Relations Administrator

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Ordinance 7004

REVIEWERS:

Katrina Six, City Clerk Department

George Hanson, City Clerk Department

Brian Craighead, Environmental Utilities Department

Sean Bigley, Environmental Utilities Department - All

Gretchen Hakala, City Attorney Department

Katrina Six, City Clerk Department

Ryan DeVore, City Manager Department - Assistant City Manager

Dennis Kauffman, City Manager Department - Assistant City Manager

Michelle Sheidenberger, City Attorney Department

Dominick Casey, City Manager Department - City Manager

Katrina Six, City Clerk Department

Created -

ORDINANCE NO. 7004

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING SECTION
14.08.215 TO CHAPTER 14.08 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING WATER RATE ASSISTANCE PROGRAM

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The section of the Roseville Municipal Code listed above is hereby amended to read as shown on Attachment "A".

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS: ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ATTACHMENT "A"

§ 14.08.215. Low-income service charge reduction.

- A. Effective December 1, 2025, any qualifying 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 an up to 20 percent reduction on their monthly water base service charge. Applications for this reduced service charge 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. This shall be known as the “Water Rate Assistance Program”, as may be amended from time to time. Effective December 1, 2025, all qualifying persons who have been approved to receive the low-income service charge reduction under the Water Rate Assistance Program shall receive up to a 20 percent reduction on their monthly water base service charge, subject to fund availability.
- B. Effective December 1, 2025, any qualifying household currently enrolled in the “Electric Rate Assistance Program”, as authorized by Section 14.24.079 of this Code, will be automatically enrolled in the “Water Rate Assistance Program”.
- C. The Water Rate Assistance Program shall be available to qualifying household which file complete and accepted applications with the environmental utilities director. A change of address terminates eligibility for the Water Rate Assistance Program provided in this section, but a new application at a new address may be made and may be allowed, if the requirements set out in this section are satisfied.
- D. 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) and that is otherwise in compliance with all applicable requirements of this Chapter 14.08 and Chapter 14.04.
- E. Persons will be required to periodically re-apply and certify eligibility to continue to participate in the Water Rate Assistance Program. Recertification will occur no more frequent than on an annual basis.



City Council Communication

Meeting Date: 10/15/2025

Item #: VI.18

File #: 0502

Item ID: 2025-740

Title:	Second Reading - Campaign Finance Disclosure - Roseville Municipal Code Amendment
Contact:	Carmen Avalos 916-774-5269 cavalos@roseville.ca.us

SUMMARY

Staff recommends the City Council approve an ordinance for second reading amending Section 2.60.040 of Chapter 2.60 of Title 2 of the Roseville Municipal Code regarding Campaign Finance Disclosure to align with the Fair Political Practices Commission's semi-annual filing dates and to establish clear election cycle dates for all future Roseville General Municipal Elections.

RECOMMENDATION

Staff recommends the City Council introduce for first reading an ordinance amending Section 2.60.040 of Chapter 2.60 of Title 2 of the Roseville Municipal Code regarding Campaign Finance Disclosure to align with the Fair Political Practices Commission's semi-annual filing dates and to establish clear election cycle dates for all future Roseville General Municipal Elections.

BACKGROUND

The City of Roseville transitioned to district-based elections in 2019, and during that process staff revised several sections of Chapter 2.60 of the Roseville Municipal Code (RMC). Currently, the RMC sets the campaign period to begin nine (9) months prior to the general municipal election and concludes on December 31st of the same year the election is held. The proposed amendment sets January 1st of the election year as the first day of the campaign cycle and will establish a clear campaign period for future Roseville general municipal elections. The amendment aligns with the Fair Political Practices Commission (FPPC) semi-annual filing period and establishes a defined campaign cycle for all future Roseville general elections.

FISCAL IMPACT

There is no fiscal impact associated with the proposed ordinance amendment.

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy

Respectfully Submitted,

Carmen Avalos, City Clerk

ATTACHMENTS:

1. Ordinance 7005

REVIEWERS:

Katrina Six, City Clerk Department

Helen Dreyer, City Clerk Department

Carmen Avalos, City Clerk Department

Gretchen Hakala, City Attorney Department

Katrina Six, City Clerk Department

Ryan DeVore, City Manager Department - Assistant City Manager

Dennis Kauffman, City Manager Department - Assistant City Manager

Michelle Sheidenberger, City Attorney Department

Dominick Casey, City Manager Department - City Manager

Katrina Six, City Clerk Department

Created -

ORDINANCE NO. 7005
ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION
2.60.040 OF CHAPTER 2.60 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING CAMPAIGN FINANCE DISCLOSURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The section of the Roseville Municipal Code listed above is hereby amended to read as shown on Attachment "A".

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ATTACHMENT "A"

2.60.040. Definitions.

Whenever in this chapter the following words or phrases are used, they shall mean as follows:

“Candidate” means any individual who is listed on the ballot or who has begun to circulate nominating petitions or authorized others to circulate petitions in his or her behalf, for nomination for or election to any elective city office, or who receives a contribution or makes an expenditure or gives his or her consent for any other person to receive a contribution with a view to bringing about his or her nomination or election to any city office, whether or not the specific elective office for which he or she will seek nomination or election is known at the time the contribution is received or the expenditure is made and whether or not he or she has announced his or her candidacy or filed a declaration of candidacy at such time. Candidate also includes any holder of any elective city office who is the subject of a recall election.

“Campaign” means the effort associated with seeking election to any elective city office.

“Campaign period,” for general election, means the period from [January 1 of the year of the general election](#) for any elective city office, until the December 31st immediately following such general election. “Campaign period” for a special election means the period from the date the city council calls for special election until two months after the special election. In the case of a recall election, the “campaign period” shall commence on the date a notice of intent to circulate a recall petition is served on the city clerk until two months after the recall election. Except as provided in Section 2.60.065(E) below, no candidate shall retain or expend any contribution received outside of the campaign period for any election in which he or she is a candidate.

“Contribution” means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes. An expenditure made at the behest of a candidate, committee or elected officer is a contribution to the candidate, committee or elected officer unless full and adequate consideration is received for making the expenditure.

1. Contribution includes the purchase of tickets for events such as dinners, luncheons, rallies and similar fundraising events; the granting of credit other than in the normal course of business; the granting of discounts or rebates not extended to the public generally or the granting of discounts or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates for the same office; and the payment of compensation by any person for the personal services or expenses of any other person if such services are rendered or expenses incurred on behalf of a candidate or committee without payment of full and adequate consideration.
2. Contribution shall further include any payment received by a committee from another committee.
3. Contribution shall not include amounts received pursuant to an enforceable promise to the extent such amounts have been previously reported as a contribution.
4. Contributions shall not include the cost of an event held in honor or on behalf of a candidate or committee when the total cost of the event amounts to no more than \$475.00 and when the event is not held for the purpose of obtaining contributions to the candidate or committee.

5. Notwithstanding the foregoing definition, contribution shall not include volunteer personal services or payments made by an individual for his or her own travel expenses if such payments are made voluntarily without any understanding or agreement that they shall be, directly or indirectly, repaid to him or her. Further, contribution shall not include an independent expenditure.
6. A candidate's own money or property used on behalf of his or her candidacy shall not be considered a contribution.

"Contribution period" means any calendar year in which the candidate is the defendant or respondent in a bona fide legal action, either civil, administrative, or criminal, arising from the candidate's status as a candidate or incumbent officeholder. Each calendar year shall be a separate contribution period.

"Controlled committee" means a committee which is controlled directly or indirectly by a candidate or which acts jointly with a candidate or controlled committee in connection with the making of expenditures. A candidate controls a committee if he or she, his or her agent or any other committee he or she controls has a significant influence on the actions or decisions of the committee.

"Election" means any general or special election held in the City of Roseville, including any recall election.

"Expenditure" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment, unless it is clear from the surrounding circumstances that it is not made for political purposes. An expenditure is made on the date payment is made or on the date consideration is received, whichever is earlier.

"Independent expenditure" means an expenditure made by any person in connection with a communication which expressly advocates the election or defeat of a clearly identified candidate, or taken as a whole and in context, unambiguously urges a particular result in an election but which is not made to or at the behest of the affected candidate or committee.

"Person" means an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, association, committee, labor union, and any other organization or group of persons acting in concert.

Title:	Second Reading - Zoning and Subdivision Tolling Provisions - Roseville Municipal Code Amendments
Contact:	Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

SUMMARY

Staff recommends City Council approve an ordinance for second reading amending Section 18.06.230 of Chapter 18.06 of Title 18 of the Roseville Municipal Code regarding Time Period of Approvals and adding Section 19.76.140 to Chapter 19.76 of the Roseville Municipal Code to add new Section 19.76.140 regarding Tolling Provisions.

RECOMMENDATION

At the August 28, 2025 Planning Commission hearing, the Planning Commission recommended that the City Council:

Adopt the two (2) findings of fact and introduce for first reading an Ordinance amending Chapter 19.76 of the Roseville Municipal Code to add new Section 19.76.140 regarding Tolling Provisions.

At the August 28, 2025 Planning Commission hearing, the Planning Commission reviewed and provided feedback on the Ordinance Amendments to Title 18 of the Roseville Municipal Code. Staff recommends the City Council take the following action:

Adopt the two (2) findings of fact and introduce for first reading an Ordinance amending Chapter 18.06 of the Roseville Municipal Code regarding Time Period of Approvals.

BACKGROUND

A tolling provision is a clause that pauses a statute of limitations if certain conditions are met. There are many tolling provisions in existing state law related to the expiration of project approvals, particularly for housing development projects (example: Government Code 65914.4). These tolling provisions are usually triggered when an issue that is out of the applicant's control will delay project construction. The most common issue is when a lawsuit is filed challenging the approval of the project. Lawsuits may take years to resolve, and without a tolling provision, the entitlements may expire during this time period even though the applicant was not in a position to be able to move forward with their project. The applicant then must apply for an extension of the entitlement or a new approval, which can itself be the subject of another lawsuit. Pausing the approval time period for the duration of any lawsuit grants the applicant the time needed for a lawsuit to be resolved.

Evaluation

Section 19.86.050 of the City of Roseville Zoning Ordinance requires two findings be made in order to approve a zoning ordinance amendment. The two findings are listed below in italicized, bold text and are followed by an evaluation of the project in relation to the findings.

The project is consistent with the public interest, health, safety, or welfare of the City.

The project is consistent with the General Plan and any applicable specific plan of the City of Roseville. Staff is proposing that a tolling provision be added for all project applications approved by the City, which would pause the expiration of a project approval during the time period that a project is or was the subject of a legal challenge. Staff proposes the amendments be retroactive to any project set to expire during this calendar year (on or after January 1, 2025); this term is included in the enacting Ordinance language within Exhibit A. To effect this change, staff proposes adding the language below (underlined italics) and included as Exhibit A.

ADD RMC Section 19.76.140 Tolling Provisions to read as follows: Any approvals granted pursuant to this Chapter shall be tolled, and shall not expire, during the time that any or all such approvals are, or were, the subject of a lawsuit pending in a court of competent jurisdiction.

ADD TEXT to RMC Section 18.06.230 (Time Period of Approvals) to read as follows: Tentative maps shall be initially approved or conditionally approved for 24 months. Within 24 months from the date of approval or conditional approval, the applicant may prepare, submit and record the final map, parcel map or other documents required by this title and the Subdivision Map Act. This 24-month period shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is, or was, pending in a court of competent jurisdiction.

The proposed tolling provisions will protect applicants from the unreasonable expiration of entitlements during a time period when an applicant is not in a position to effectuate those entitlements. The proposed amendments provide the necessary time for the due process of a legal challenge to be completed, and therefore are consistent with the public interest, health, safety, or welfare of the City and are consistent with the General Plan and the City's Specific Plans.

Public Outreach

A public notice of the Planning Commission hearing was published in the Sacramento Bee and on the Roseville Coalition of Neighborhood Associations (RCONA) website 20 days prior to the public hearing. A public notice of the City Council hearing was published in the Roseville Tribune and on the RCONA website 20 days prior to the City Council hearing. No comments were received.

Summary of Planning Commission Hearing

The proposed amendments were heard by the City's Planning Commission on August 28, 2025 (see Attachment 1, Planning Commission Staff Report). One question was received from the Commission, inquiring about whether these amendments would in any way prohibit an applicant from processing Engineering Permits or Building Permits, or from doing site work during the tolling period. Staff informed the Commission that no, the amendments would not have this effect. An applicant would be able to continue through the permitting process and even to complete site work consistent with those permits, once issued. However, continuing to process permit applications and complete site work would be at the applicant's risk, since the outcome of a lawsuit is uncertain.

The Planning Commission unanimously recommended the City Council approve the Zoning Ordinance amendment. There is no advisory body for Title 18, so staff requested the Planning Commission review and comment on changes to Title 18. Aside from the comment addressed above, the Planning Commission had no concerns about the proposed changes.

FISCAL IMPACT

The project has no fiscal impact on the City.

ENVIRONMENTAL REVIEW

The proposed Zoning Ordinance and Subdivision Ordinance amendments are policy and procedure-making activities, and the California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Lauren Hocker, Senior Planner

Mike Isom, Development Services Director

ATTACHMENTS:

1. Ordinance 7006

REVIEWERS:

Katrina Six, City Clerk Department

Greg Bitter, Development Services Department

Mike Isom, Development Services Department

Gretchen Hakala, City Attorney Department

Katrina Six, City Clerk Department

Ryan DeVore, City Manager Department - Assistant City Manager

Dennis Kauffman, City Manager Department - Assistant City Manager

Michelle Sheidenberger, City Attorney Department

Dominick Casey, City Manager Department - City Manager

Katrina Six, City Clerk Department

Created -

ORDINANCE NO. 7006

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 18.06.230 OF CHAPTER 18.06 OF TITLE 18 OF THE ROSEVILLE MUNICIPAL CODE REGARDING TIME PERIOD OF APPROVALS AND ADDING SECTION 19.76.140 TO CHAPTER 19.76 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING TOLLING PROVISIONS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The section of the Roseville Municipal Code listed above is hereby amended to read as shown on Attachment “A”.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption and shall be applicable to any approved project covered by the Ordinance which was set to expire on or after January 1, 2025.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ATTACHMENT "A"

§ 18.06.230. Time period of approvals.

Tentative maps shall be initially approved or conditionally approved for 24 months. Within 24 months from the date of approval or conditional approval, the applicant may prepare, submit and record the final map, parcel map or other documents required by this title and the Subdivision Map Act. This 24-month period shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is, or was, pending in a court of competent jurisdiction.

§ 19.76.140. Tolling provisions.

Any approvals ranted pursuant to this Chapter shall be tolled, and shall not expire, during the time that any or all such approvals are, or were, the subject of a lawsuit pending in a court of competent jurisdiction.



City Council Communication

Meeting Date: 10/15/2025

Item #: VI.20

File #: 0102-06

Item ID: 2025-737

Title:	Proclamation - Cybersecurity Awareness Month October 2025
Contact:	Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

SUMMARY

Proclaim October 2025 as Cybersecurity Awareness Month in Roseville and officially support the National Cybersecurity Awareness Month, 'Secure our World', and the National Public Awareness Campaign, 'Stop. Think. Connect.™', and call upon all employees, residents and visitors of Roseville to become educated about cybersecurity and put that knowledge into practice to keep our connected community safe from cyber threats.

RECOMMENDATION

Proclaim October 2025 as Cybersecurity Awareness Month in Roseville and officially support the National Cybersecurity Awareness Month, 'Secure our World', and the National Public Awareness Campaign, 'Stop. Think. Connect.™', and call upon all employees, residents and visitors of Roseville to become educated about cybersecurity and put that knowledge into practice to keep our connected community safe from cyber threats.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy

Respectfully Submitted,
Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

1. Proclamation - Cybersecurity

REVIEWERS:

Katrina Six, City Clerk Department

Katrina Six, City Clerk Department

Created/Initiated - 10/7/2025

Final Approval - 10/7/2025

Proclamation

NATIONAL CYBERSECURITY AWARENESS MONTH OCTOBER 2025

WHEREAS, the City of Roseville recognizes it has a vital role in identifying, protecting, and responding to cyber threats that may have a significant impact on our residents and collective security and privacy; and

WHEREAS, cyber threats continue to increase and the impact of cyberattacks has been debilitating to individuals and organizations; and

WHEREAS, maintaining the security of cyberspace and upholding the safety of digital landscape is a shared responsibility in which we all have a critical role to play by making ourselves aware of cyber threats and cybersecurity essentials and adopt industry best practices that will improve the security of the City of Roseville, its residents, local businesses and economy; and

WHEREAS, Cybersecurity Awareness Month was launched by the National Cyber Security Alliance & the U.S. Department of Homeland Security in October 2004 and is recognized by thousands of organizations including the Federal & Local / State Government, the Multi-State Information Sharing and Analysis Center, and the National Association of State Chief Information Officers; and

WHEREAS, since 2023 the Cybersecurity and Infrastructure Security Agency's cybersecurity awareness program has adopted the theme, 'Secure Our World,' emphasizing the critical need for daily actions to mitigate risks when using the internet and connected devices, and Secure Our World empowers everyone to understand the simple ways to protect ourselves, our family, and our business from online threats; and

WHEREAS, the national cybersecurity public awareness campaign – Stop. Think. Connect.™ – is implemented through a coalition of private companies, non-profits, and government organizations, and is the global online safety awareness campaign to help all digital citizens stay safer and more secure online; and

WHEREAS, the City of Roseville will promote innovation, strengthen cybersecurity investment, and enhance resilience across all sectors; and

WHEREAS, the City of Roseville has partnered with Roseville Joint Union High School District to host the "Tech Teens" event to provide students with first-hand exposure to the cybersecurity profession, promote career and internship opportunities.

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **October 2025** as "**CYBERSECURITY AWARENESS MONTH**" in Roseville and officially support the National Cybersecurity Awareness Month, 'Secure our World', and the National Public Awareness Campaign, 'Stop. Think. Connect.™', and call upon all employees, residents and visitors of Roseville to become educated about cybersecurity and put that knowledge into practice to keep our connected community safe from cyber threats.

SIGNED AND APPROVED this 15th day of October 2025.



KRISTA BERNASCONI, MAYOR

Title:	Out-of-Country Travel — Greater Sacramento Economic Council, Germany Market Visit
Contact:	Melissa Anguiano 916-774-5284 mvanguiano@roseville.ca.us

SUMMARY

Staff recommends approving an out-of-country travel request for the Mayor, Economic Development Director and Electric Utility Chief Operating Officer to attend a regional delegation to Germany to conduct an industry market visit, led by the Greater Sacramento Economic Council (GSEC). This travel is to leverage opportunities from the Robert Bosch Semiconductor LLC's (Bosch) expansion in Roseville and is intended to build connectivity between Greater Sacramento and Germany to drive additional investment and jobs into our community. The cost of travel, airfare, lodging, and per diem are estimated to be \$6,000 per attendee, for a total of \$18,000. There are sufficient funds available in the FY2025-26 General Fund and Electric Fund to cover this cost.

RECOMMENDATION

Staff recommends that the City Council approve an out-of-country travel request for the Mayor, Economic Development Director and Electric Utility Chief Operating Officer to attend a regional delegation to Germany to conduct an industry market visit, led by the Greater Sacramento Economic Council (GSEC).

BACKGROUND

In April 2023, Bosch announced its intention to acquire certain assets of the U.S. chipmaker TSI Semiconductors Corporation (TSI Semiconductors), based in Roseville, California. On August 31, 2023, Bosch completed the acquisition of assets of TSI Semiconductors. With this acquisition, Bosch is establishing significant manufacturing capacity in an important market. Bosch's investment of some \$1.5 billion is underway and is transforming the Roseville site into a facility that produces and tests silicon carbide semiconductors, which are a key building blocks for electric vehicles. Starting in 2026, the first chips will be produced on 200-millimeter wafers based on the innovative material silicon carbide (SiC).

Bosch's investment is a systematic investment in pivotal semiconductor technology and presents momentous potential and opportunities for the future. An investment like this is bringing additional interest from other companies and businesses looking to support growth and jobs in our region.

The Greater Sacramento Economic Council is leading a second delegation to Germany to strengthen connections with players across the semiconductor, clean technology and mobility sectors – targeting key partners including Bosch, SMA Solar, Siemens Mobility, Bayer Crop Science and supply chain players. This visit will build connectivity between Greater Sacramento and Germany to drive additional investment and jobs into our community.

This market visit will take place between November 29 and December 6, 2025, and will include:

- Meetings with key industry partners in semiconductor, clean technology and mobility sectors to encourage continued expansion in Greater Sacramento.

- Connecting with German companies that already have a presence in the region and participating in new prospect visits to encourage additional U.S. investment in Greater Sacramento.
- Attending GSEC hosted reception for Germany industry partners, key suppliers and industry associations.
- Continued advocating for direct flight from Germany to Sacramento through high-level talks with Lufthansa.

To continue building on this economic growth, the City sees value in participating and would like to join GSEC and regional leaders, including the County of Placer, Sacramento International Airport, regional utilities, and educational and workforce partners, to meet with executives in many of Greater Sacramento's growth sectors, including mobility and clean technology.

FISCAL IMPACT

Costs related to travel, airfare, lodging, and per diem are estimated to be \$6,000 per attendee, for a total of \$18,000. There are sufficient funds available in the FY2025-26 General Fund and Electric Fund to cover this cost.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15061(c)(3) and §15378. The approval of travel meets the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

3. Enhance economic vitality

Respectfully Submitted,
Melissa Anguiano, Economic Development Director

ATTACHMENTS:

REVIEWERS:

Melissa Anguiano, Economic Development Department	Created/Initiated - 9/29/2025
Cary Camilleri, Economic Development Department	Approved - 9/30/2025
Melissa Anguiano, Economic Development Department	Approved - 9/30/2025
Gretchen Hakala, City Attorney Department	Approved - 9/30/2025
Katrina Six, City Clerk Department	Approved - 9/30/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 10/2/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/3/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/3/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/7/2025
Katrina Six, City Clerk Department	Final Approval - 10/7/2025



City Council Communication

Meeting Date: 10/15/2025
Item #: VI.22
File #: 0102-03
Item ID: 2025-749

Title: Minutes of Prior Meetings
Contact: Melissa Lipp 916-774-5268 MLLipp@roseville.ca.us

SUMMARY

Staff recommends approval of the minutes of the October 1, 2025 City Council Closed Session Meeting and the October 1, 2025 City Council Meeting.

RECOMMENDATION

Approve the minutes of the October 1, 2025 City Council Closed Session Meeting and the October 1, 2025 City Council Meeting.

BACKGROUND

Not applicable.

FISCAL IMPACT

There is no fiscal impact associated with this request.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

6. Deliver exceptional City services

Respectfully Submitted,
Melissa Lipp, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

1. Closed Session Minutes
2. Minutes

REVIEWERS:

Christine Mesaros, City Clerk Department
Melissa Lipp, City Clerk Department

Created -



Krista Bernasconi, Mayor
Karen Alvord, Vice Mayor
Bruce Houdesheldt, Councilmember
Tracy Mendonsa, Councilmember
Pauline Rocucci, Councilmember
Dominick Casey, City Manager
Michelle Sheidenberger, City Attorney
Carmen Avalos, City Clerk

MINUTES

City Council Closed Session Meeting

October 1, 2025

5:00 PM

City Council Chambers, 311 Vernon Street

I. CALL TO ORDER

Mayor Bernasconi called the meeting to order at 5:00 PM.

II. ROLL CALL

Present: Vice Mayor Karen Alvord, Councilmember Bruce Houdesheldt, Councilmember Tracy Mendonsa, Councilmember Pauline Rocucci, Mayor Krista Bernasconi

III. PUBLIC COMMENTS

No public comment received.

IV. CLOSED SESSION

1. Conference with Labor Negotiator

Summary: Pursuant to California Government Code Section 54957.6

Chief Negotiator: Timothy Davis, Burke, Williams & Sorensen, LLP

Agency designated representative: Stacey Peterson, Human Resources Director

Employee Organizations: Roseville Police Officers' Association; Roseville Firefighters, Local 1592

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

Closed Session Disclosure: No reportable action taken.

V. ADJOURNMENT

Mayor Krista Bernasconi adjourned the meeting at 5:58 p.m.



Krista Bernasconi, Mayor
Karen Alvord, Vice Mayor
Bruce Houdesheldt, Councilmember
Tracy Mendonsa, Councilmember
Pauline Rocucci, Councilmember
Dominick Casey, City Manager
Michelle Sheidenberger, City Attorney
Carmen Avalos, City Clerk

MINUTES

City Council Regular Meeting

October 1, 2025

6:00 PM

City Council Chambers, 311 Vernon Street

I. CALL TO ORDER

Mayor Bernasconi called the meeting to order at 6:05 PM.

II. ROLL CALL

Present: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Rocucci, Mayor Bernasconi.

III. PLEDGE OF ALLEGIANCE

John Hernandez led the Pledge of Allegiance.

IV. MEETING PROCEDURES

City Clerk Carmen Avalos announced the procedures for addressing the City Council.

V. PRESENTATIONS

1. Resolution - 2025 Sylvia Besana Community Volunteer Award

Summary: Commend Kevin Hernandez as recipient of the City of Roseville 2025 Sylvia Besana Community Volunteer Award.

CONTACT: Jenny Taylor 916-746-1328 jtaylor@roseville.ca.us

City Council made the presentation to Kevin Hernandez, who responded.

VI. PUBLIC COMMENTS

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

Lauren Meeks-Harris - Spoke on the danger of motorized bikes on sidewalks.

Jennifer Chapman - Requested the City assist with a community education event regarding flood hazard mitigation and watershed health.

VII. CONSENT CALENDAR

Motion by Councilmember Houdesheldt, seconded by Councilmember Mendonsa, to Remove Items 6 and 10 from the Consent Calendar, and approve the remaining items as recommended. The motion Passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

2. Fleet Services Purchase – Budget Adjustment (PUBLIC WORKS DEPARTMENT - FLEET)

Summary: Staff recommends approval of a budget adjustment authorizing a \$162,500 payment from the Highway Users Tax Fund to the Fleet Replacement Fund for the purchase of a truck equipped with a dump body. The new truck will support the Public Works Streets Resurfacing team in carrying asphalt for street construction projects and daily paving operations. The truck will be purchased from the Fleet Replacement Fund and will have no impact on the General Fund.

CONTACT: Lea Schroeder 916-774-5503 lschroeder@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 6991 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

3. Gillig Buses - Purchase Order and Budget Adjustment (PUBLIC WORKS DEPARTMENT - TRANSPORTATION)

Summary: Staff recommends approval of a purchase order with Gillig for five (5) 35' local Battery Electric buses and seven (7) 40' commuter battery electric buses in the amount of \$15,272,655, and authorize budget adjustments in the amount of \$8,140,131 to align project funding for the procurement. Funding for the buses will use a combination of federal, state, and local transit funding. No General Fund resources will be used.

CONTACT: Zachary Presley 916-774-5365 zpresley@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve a purchase order to Gillig for the amount of \$15,272,655 for five (5) 35' Battery Electric buses and seven (7) 40' battery electric buses; and

b. Adopt Ordinance No. 6992 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

4. Asphalt Sealant and Filler - Annual Blanket Purchase Order (PUBLIC WORKS DEPARTMENT - STREET MAINTENANCE)

Summary: Staff recommends approval of a purchase order with CrafcO, Inc. for the purchase of asphalt sealant and fillers. The total estimated cost for pavement patching products is up to \$250,000 per fiscal year. Funding is included in the Public Works Department's Street Maintenance Division FY2025-26 operating budget.

CONTACT: James Shelton 916-746-1192 jshelton@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-308 approving a purchase order asphalt sealant and filler.

5. 2025 Street Condition Assessment and Road Matrix Update - Sole Source Contract Purchase Agreement and Budget Adjustment (PUBLIC WORKS DEPARTMENT - STREET MAINTENANCE)

Summary: Staff recommends approval of a sole source contract purchase agreement with Stantec Consulting Services Inc. in the amount of \$109,565, to provide a street condition assessment and Road Matrix database update. Stantec Consulting Services Inc. provides a highly specialized pavement management survey to help determine and plan roadway resurfacing. Staff is recommending a sole-source contract purchase agreement with Stantec Consulting Services Inc. due to their in-depth knowledge of the City's road network and the Road Matrix software that the City has been using for over 25 years. This allows for cost savings in staff time and investment in the specialty equipment required to perform the survey and data analysis. Additionally, staff recommends approval of a budget adjustment in the amount of \$109,565 to fund the contract. Funding will come from the Highway Users Tax Fund, and no General Fund resources will be used for the project.

CONTACT: James Shelton 916-746-1192 jshelton@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-303 approving a contract purchase agreement, by and between the City of Roseville and Stantec Consulting International LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Ordinance No. 6993 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

6. Darling Way - Permit Parking Modification (PUBLIC WORKS DEPARTMENT - ENGINEERING - TRAFFIC ENGINEERING)

Summary: Staff recommends approval to install residential permit parking on the north side of Darling Way from Clarice Lane to the eastern end of the street. Street parking is impacted due to the nearby school, daycare, and after-school activities, but on-site parking is readily available within the school parking lot. Residential Permit Parking will be in effect 24 hours a day, seven days a week. The cost for installation of Permit Parking signs is already budgeted within the General Fund operating budget.

CONTACT: Carlee Parks 916-774-5454 cpparks@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-304 approving permit parking areas and repealing Resolution No. 20-341.

Item removed from the Consent Calendar by Mayor Bernasconi for clarification.

Assistant Public Works Director Stefanie Kemen made the presentation to the City Council.

Christeen Farley - Spoke in support of parking permits.

Melva Medina - Spoke in support of parking permits.

Dennis Medina - Spoke in support of parking permits.

There was no Motion to Adopt Resolution no. 25-304 approving permit parking areas and repealing Resolution No. 20-341. The Motion failed.

Motion by Councilmember Mendosa, seconded by Councilmember Roccucci, for staff to return to a future meeting with alternate solutions. The Motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

7. Parking Lot at the Maidu Soccer Fields - Award of Contract and Budget Adjustment (PUBLIC WORKS DEPARTMENT - ENGINEERING - CITY PROJECT'S)

Summary: Staff recommends approval of a construction agreement with BRCO Constructors, Inc. in the amount of \$577,145 for the construction of a parking lot to serve the soccer fields in Maidu Regional Park and associated budget adjustment to fully fund the construction in the amount \$360,000 from the General Fund Capital Reserve Fund. The project will include the construction of 85 parking spaces, including accessible spaces, and will install the necessary drainage facilities for the improvements. Work is expected to begin in late October and be completed by summer 2026.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-309 approving an agreement, by and between the City of Roseville and BRCO Constructors, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Ordinance No. 6994 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

8. Marketing and Advertising Services - Professional Services Agreements (ELECTRIC DEPARTMENT - CUSTOMER & GOVERNMENT RELATIONS)

Summary: Staff recommends approval of professional services agreements with JSR Strategies LLC and Prosio Communications, Inc. to provide marketing and advertising services for Roseville Electric Utility. The total cost of the initial two-year agreement with JSR Strategies LLC, through

June 30, 2027, will not exceed \$340,000. The total cost of the initial two-year agreement with Prosio Communications, Inc., through June 30, 2027, will not exceed \$140,000. Funding is included in the Electric Department budget in the Electric Fund.

CONTACT: David Bradford 916-746-1672 dbradford@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-305 approving a professional services agreement, by and between the City of Roseville and JSR Strategies LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Resolution No. 25-306 approving a professional services agreement, by and between the City of Roseville and Prosio Communications, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

9. Customer Information System Health Check - Agreement Amendment (ELECTRIC DEPARTMENT - UTILITY BILLING)

Summary: Staff recommends approval of an amendment to the master professional services agreement with N. Harris Computer Corporation to authorize the City of Roseville's Utilities Customer Care division, to engage Cayenta in conducting a comprehensive systems health check of the City's Customer Information System. This will increase the total contract amount by \$35,000. The amendment will be funded by the Customer Care budget in the Roseville Electric Utility and Environmental Utilities departments.

CONTACT: Jorence Wu 916-746-1261 jwu@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-314 approving an agreement, by and between the City of Roseville and N. Harris Computer Corporation and authorizing the City Manager to execute it on behalf of the City of Roseville.

10. Second Reading - 2025 Building Standards Code Adoption (FIRE DEPARTMENT)

Summary: Staff recommends approval of a second reading of an ordinance amending Chapters 16.04 and 16.16 of title 16 of the Roseville Municipal Code regarding buildings and construction and the fire code. The fiscal impact on the City includes new code resources and staff training on the updated Building Code Standards. These costs have been accounted for within the current budgets of both the Fire Department and the Development Services Department.

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

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 6997 re-adopting and amending Chapters 16.04 and 16.16 of title 16 of the Roseville Municipal Code regarding buildings and construction and the fire code.

Jennifer Chapman removed Item 10 from the Consent Calendar.

Fire Chief Ryan Harrigan made the presentation to City Council.

Jennifer Chapman spoke on concerns on the item.

Motion by Councilmember Alvord, seconded by Councilmember Houdesheldt, to adopt Ordinance No. 6997 re-adopting and amending Chapters 16.04 and 16.16 of title 16 of the Roseville Municipal Code regarding buildings and construction and the fire code. The Motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi

11. Microsoft Software Licensing (RFP #12-035) - Purchase Order (INFORMATION TECHNOLOGY DEPARTMENT - STRATEGIC PLANNING)

Summary: Staff recommends approval and authorization for the City Manager to execute a purchase order, and any other documents necessary to facilitate this agreement, for renewal of the Microsoft Enterprise Agreement for software licensing via Softchoice, an authorized Microsoft Reseller for a three-year agreement. The annual amount of the contract for year 1 is \$570,439.97 and years 2–3 are \$570,760.95, for a total agreement cost of \$1,711,961.87 over the three-year term. Staff also recommends that the City Manager delegate authority to the Chief Information Officer to approve additional costs not to exceed \$100,000 per year for the term of the agreement, allowing the ability to cover any changes to the environment during that time, which may be by annual "True Ups" completed with Softchoice.

CONTACT: Christian Barajas 916-774-5431 cjbarajas@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No 25-313 approving a Purchase Order for Microsoft Software Licensing.

12. Enterprise Asset Management Support - Contract Purchase Agreement (INFORMATION TECHNOLOGY DEPARTMENT - CLIENT & INNOVATION SERVICES)

Summary: Staff recommends approval of a contract purchase agreement with Sixty Seven Solutions, Inc. for a one-year period, with two optional renewal years for operational support of the City's Enterprise Asset Management system. The FY2025-26 cost of \$250,000, and two optional renewal years totaling \$500,000 in FY2026-27 and FY2027-28, shall be a shared cost among the City departments, within the Information Technology Operations Fund.

CONTACT: Tyler Adams 916-746-1174 tadams@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-310 approving a contract purchase agreement, by and between the

City of Roseville and Sixty Seven Solutions, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

13. Geographic Information System - Sole Source Contract Purchase Agreement (INFORMATION TECHNOLOGY DEPARTMENT - CLIENT & INNOVATION SERVICES)

Summary: Staff recommends approval of a sole source contract purchase agreement with Environmental Systems Research Institute, Inc. (Esri) for Geographic Information Systems software maintenance. Since this software is proprietary and developed by Esri, they are the sole source for maintenance and support. The cost for this purchase is \$120,300 per year for a total of \$360,900 over a three-year term. Staff also requests that the City Council delegate authority to the Chief Information Officer to approve additional costs not to exceed \$20,000 per year for the term of the agreement, allowing the ability to cover any additional software or user licensing needs during that time.

CONTACT: Brian Johnson 916-774-5141 bjohnson@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-311 approving an agreement, by and between the City of Roseville and Environmental Systems Research Institute, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

14. JM-30 Sierra Vista Apartments - Affordable Housing Regulatory Agreement (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends approval of an Affordable Housing Regulatory Agreement with Greek Orthodox Housing Corporation for the Sierra Vista Apartments, an affordable rental housing project in the Sierra Vista Specific Plan, located at 4950 Upland Drive. The agreement 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.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-307 approving an affordable housing regulatory agreement, by and between the City of Roseville and Greek Orthodox Housing Corporation and authorizing the City Manager to execute it on behalf of the City of Roseville.

15. Staffing Changes (HUMAN RESOURCES DEPARTMENT)

Summary: Staff recommends approval of the Local 39 A & B salary schedules reflecting the addition of the Industrial Waste Technician I/II and the deletion of the Industrial Waste Technician; and approve the Management A & B salary schedules reflecting the addition of an Industrial Waste Supervisor classification and a salary adjustment to the Environmental Utilities Compliance Administrator, as part of an ongoing assessment of the appropriate staffing levels to provide a high level of service to the community. Most of these allocation changes were

included in the Fiscal Year (FY) 2025-26 budget. For the remainder of FY 2025-26, the financial impact of the recommendations to the Wastewater Operations Fund is \$4,819.

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

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 6995 of the Council of the City of Roseville amending Ordinance No. 6920, the salary ordinance for employees represented by the International Union of Operating Engineers, Stationary Engineers, Local 39, as amended by Appendix "H" to be effective October 4, 2025, as an urgency measure; and

b. Adopt Ordinance No. 6996 of the Council of the City of Roseville amending Ordinance No. 6983, the salary ordinance for Management Employees, as amended by Appendix "L" to be effective October 4, 2025, as an urgency measure; and

c. Approve the attached city-wide allocation schedule effective October 4, 2025.

16. Participation in Nationwide Opioid Litigation Settlement Agreements (CITY ATTORNEY DEPARTMENT)

Summary: Staff recommends City Council approval authorizing the City to enter into settlement agreements with Purdue Pharma, L.P., Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Corp., Hikma Pharmaceuticals USA Inc., Indivior, Inc., Mylan, Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, Inc., and authorizing the City Manager to execute the requisite participation and settlement agreements and all other forms necessary to effectuate the City's participation in the settlements. No General Fund resources will be used.

CONTACT: My Tien Doan 916-774-5472 mtdoan@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-315 authorizing the City of Roseville to join the National Opioids Settlement Agreements with Opioid Distributors, Purdue Pharma, L.P., and the Sacklers Family, and with eight opioid manufacturers, and authorizing the City Manager to execute the requisite settlement agreements and all other forms necessary to effectuate the City's participation in the settlements on behalf of the City of Roseville.

17. Body-Worn Cameras - Sole Source Contract Purchase Agreement (POLICE DEPARTMENT)

Summary: Staff recommends approval of a sole source contract purchase agreement with Axon Enterprise, Inc. for Body-Worn Cameras with the associated software/hardware bundle. In 2021, the City entered into a five-year agreement with Lenslock, Inc. to supply Body-Worn Cameras (BWC) to the Police Department. This agreement is set to expire in 2026, necessitating the replacement of the current BWC system. After evaluation, the Police Department selected Axon Enterprise, Inc. to continue the Department's BWC program. Axon Enterprise, Inc. is the sole-authorized distributor for all Axon brand products. The total cost of the five-year agreement is \$2,529,364.28; the first-year cost for this purchase is \$446,175.58. Funding for the first-year cost

was included in the Police Body-worn Camera Replacement project, through the Equipment Replacement Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-312 approving a contract purchase agreement, by and between the City of Roseville and Axon Enterprise, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

18. Minutes of Prior Meetings (CITY CLERK DEPARTMENT)

Summary: Staff recommends approval of the minutes of the September 17, 2025 City Council Meeting.

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

The City Council will consider the recommendation to:

a. Approve the minutes of the September 17, 2025 City Council Meeting.

END OF CONSENT CALENDAR

VIII. PRESENTATIONS/REPORTS

19. Water Rate Assistance Program - Roseville Municipal Code Amendment (ENVIRONMENTAL UTILITIES DEPARTMENT - WATER)

Summary: Staff recommends the City Council introduce for first reading an ordinance approving the addition of Section 14.08.215 to Chapter 14.08 of the Roseville Municipal Code. A Water Rate Assistance Program (WRAP) aligns with state and federal affordability efforts and reflects Roseville's commitment to ensuring safe, accessible, and affordable water service for all residents. These updates would create a WRAP for income-eligible residents, in compliance with Proposition 218 by using non-rate revenue in the Water Operations Fund for funding. The Public Utilities Commission is recommending that the City Council approve the creation and implementation of the WRAP.

CONTACT: Noelle Mattock 916-774-5504 ncmattock@roseville.ca.us

The City Council will consider the recommendation to:

a. Introduce an ordinance for first reading approving the addition to Section 14.08.215 to Chapter 14.08 of the Roseville Municipal Code.

Assistant Environmental Utility Director Brian Craighead introduced Utility Government Relations Administrator Noelle Mattock, who made the presentation to the City Council.

No public comment received.

Motion by Councilmember Mendonsa, seconded by Councilmember Roccucci, to Introduce an ordinance for first reading approving the addition to Section 14.08.215 to Chapter 14.08 of the Roseville Municipal Code. The Motion Passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

20. Campaign Finance Disclosure - Roseville Municipal Code Amendment (CITY CLERK DEPARTMENT)

Summary: Staff recommends the City Council introduce for first reading an ordinance amending Section 2.60.040 of Chapter 2.60 of Title 2 of the Roseville Municipal Code regarding Campaign Finance Disclosure to align with the Fair Political Practices Commission's semi-annual filing dates and to establish clear election cycle dates for all future Roseville General Municipal Elections.

CONTACT: Carmen Avalos 916-774-5269 cavalos@roseville.ca.us

The City Council will consider the recommendation to:

a. Recommend the City Council introduce for first reading an ordinance amending Section 2.60.040 of Chapter 2.60 of Title 2 of the Roseville Municipal Code regarding Campaign Finance Disclosure to align with the Fair Political Practices Commission's semi-annual filing dates and to establish clear election cycle dates for all future Roseville General Municipal Elections.

City Clerk Carmen Avalos made the presentation to the City Council.

No public comment received.

Motion by Councilmember Houdesheldt, seconded by Councilmember Roccucci, to recommend the City Council introduce for first reading an ordinance amending Section 2.60.040 of Chapter 2.60 of Title 2 of the Roseville Municipal Code regarding Campaign Finance Disclosure to align with the Fair Political Practices Commission's semi-annual filing dates and to establish clear election cycle dates for all future Roseville General Municipal Elections. The Motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

IX. PUBLIC HEARINGS

NOTICE TO THE PUBLIC: Public Hearing Process

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

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

7. City Council comments and questions
8. City Council action

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

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

21. Zoning and Subdivision Tolling Provisions - Roseville Municipal Code Amendments
(DEVELOPMENT SERVICES - PLANNING)

Summary: Adopt the two (2) findings of fact and introduce for first reading an Ordinance amending Chapter 19.76 of the Roseville Municipal Code to add new Section 19.76.140 regarding Tolling Provisions and adopt the two (2) findings of fact and introduce for first reading an Ordinance amending Chapter 18.06 of the Roseville Municipal Code regarding Time Period of Approvals. The Planning Commission recommends approval of the amendment to Title 19 (Zoning Ordinance) of the Roseville Municipal Code to add a new Section 19.76.140 (Tolling Provisions) and staff recommends approval of the amendment to Title 18 (Subdivision Ordinance) of the Roseville Municipal Code to modify Section 18.06.230 (Time Period of Approvals) to indicate that the expiration of approved projects shall be paused (tolled) during any time the approvals are or were the subject of a lawsuit. The required findings for the approval of these amendments can be made and the requested action will have no fiscal impact on the City's General Fund.

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

The City Council will consider the recommendation to:

- a. Adopt the two (2) findings of fact and introduce for first reading an Ordinance amending Chapter 19.76 of the Roseville Municipal Code to add new Section 19.76.140 regarding Tolling Provisions; and
- b. Adopt the two (2) findings of fact and introduce for first reading an Ordinance amending Chapter 18.06 of the Roseville Municipal Code regarding Time Period of Approvals.

Mayor Bernasconi opened the public hearing at 7:08 p.m.

Development Services Director Mike Isom introduced Senior Planner Lauren Hocker who made the presentation to the City Council.

No public comment received.

Mayor Bernasconi closed the public hearing at 7:11 p.m.

Motion by Councilmember Mendonsa, seconded by Councilmember Roccucci, to adopt the two (2) findings of fact and introduce for first reading an Ordinance amending Chapter 19.76 of the

Roseville Municipal Code to add new Section 19.76.140 regarding Tolling Provisions; and adopt the two (2) findings of fact and introduce for first reading an Ordinance amending Chapter 18.06 of the Roseville Municipal Code regarding Time Period of Approvals. The Motion passed.

Ayes: Vice Mayor Alvord, Council Member Houdeshedt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

X. PUBLIC COMMENTS

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

No public comment received.

XI. STAFF/COUNCIL REPORTS

Councilmember Houdeshedt reported on various community events.

Placer County Transportation Planning Agency meeting - Councilmember Houdeshedt reported on attendance.

Councilmember Alvord reported on various community events.

Councilmember Roccucci reported on various community events.

Northern California Water Association Meeting - Councilmember Roccucci reported.

Northern California Power Association Annual Conference - Councilmember Roccucci reported.

Councilmember Mendonsa reported on various community events.

Mayor Bernasconi reported on various community events.

XII. ADJOURNMENT

Mayor Bernasconi adjourned the meeting 7:22 p.m.

Title:	Council Discretionary Funds - Latino Leadership Council
Contact:	Heather Blanco 916-746-1171 hblanco@roseville.ca.us

SUMMARY

Staff recommends Council consider providing sponsorship to Latino Leadership Council, Inc. from Council Discretionary Funds. The Latino Leadership Council is requesting \$3,000 for the 2nd annual Dia De Los Muertos event on November 1st and November 2nd in Roseville. This event is free to the public, with celebrations on November 1st at Denio's Farmers Market from 11:00a.m.-3:00p.m. and on November 2nd at Vernon Street Town Square from 1:00p.m.-6:00p.m. Last year, the City Council awarded the Latino Leadership Council \$500 for this event. The balance in the Council Discretionary Funds for FY2025-26 is \$20,821.

RECOMMENDATION

Staff recommends that the City Council consider providing sponsorship to Latino Leadership Council, Inc. from Council Discretionary Funds for \$3,000 for the 2nd annual Dia De Los Muertos event on November 1st and November 2nd in Roseville.

BACKGROUND

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. The City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000 of the annual earning for the purpose of improving the quality of life in Roseville.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund. Annually, the Assistant City Manager/Chief Financial Officer allocates \$15,000 of the annual earnings to the Citizens' Benefit Fund per section 4.06.040 in the Municipal Code and includes it in the annual budget along with the Citizens' Benefit Fund resources available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for Roseville residents and appropriated by the City Council. The balance remaining in the Council's Discretionary Funds for FY2025-26 is \$20,821.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy

Respectfully Submitted,
Heather Blanco, Executive Assistant

Carmen Avalos, City Clerk

ATTACHMENTS:

1. Latino Leadership Council Fliers

REVIEWERS:

Heather Blanco, City Manager Department - City Manager	Created/Initiated - 9/17/2025
Heather Blanco, City Manager Department - City Manager	Approved - 9/26/2025
Dominick Casey, City Clerk Department	Approved - 9/29/2025
Gretchen Hakala, City Attorney Department	Approved - 9/29/2025
Katrina Six, City Clerk Department	Approved - 9/29/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/30/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/1/2025
Katrina Six, City Clerk Department	Final Approval - 10/2/2025



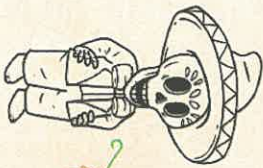
2ND ANNUAL DÍA DE LOS MUERTOS

Remembering and honoring our loved ones through tradition



2ND ANNUAL DÍA DE LOS MUERTOS

Remembering and honoring our loved ones through tradition



DENIO'S FARMERS MARKET
1551 VINEYARD RD, ROSEVILLE, CA
NOVEMBER 1ST, 2025 | 11AM - 3PM

GRUPO FOLKLORICO PALOMAS Y GAVILANES 10:30AM-11:30AM

MARIACHI BONITAS DE DINORAH 12PM - 2PM



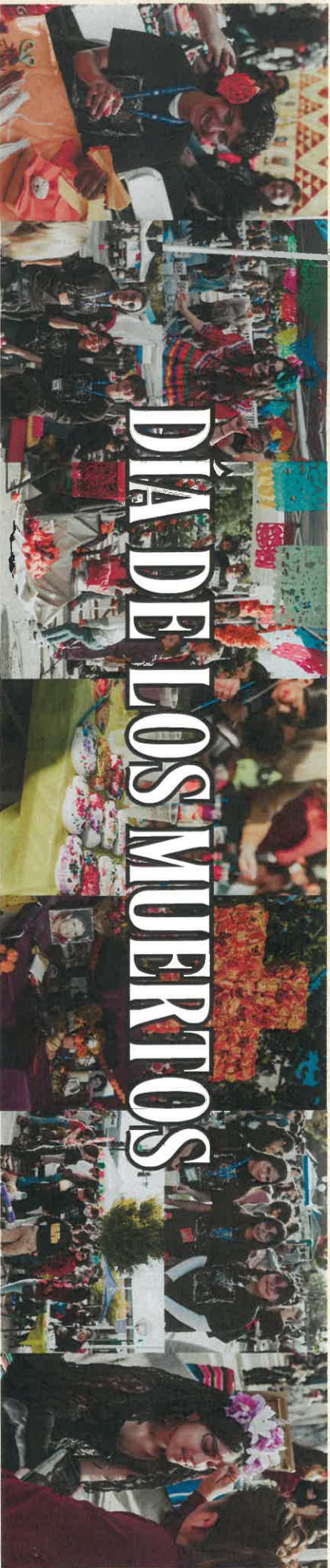
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VERNON STREET TOWN SQUARE
311 VERNON STREET, ROSEVILLE, CA
NOVEMBER 2ND, 2025 | 1PM - 6PM

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DÍA DE LOS MUERTOS

Our 2024 event attracted nearly 3000 people throughout the day. Sponsorships fund an altar, hundreds of flowers for the event, cultural activities throughout the day, and also support El Pueblito de los Angelitos, an area at the event that will have youth resources, activities, and workshops.



Support the region's only Latino-focused nonprofit, the Latino Leadership Council, through sponsorship of this important youth-led cultural event that will attract thousands of community and business leaders!

Your sponsorship is tax deductible (EIN # 27-0970476), supports our programs and provides various benefits (see chart).

Please contact Indira Infante at Indiral@LatinoLeadershipCouncil.org or (916) 223-2454 to support this important event.

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YOUTH CALIFORNIA



SPONSORSHIPS	THE ALTAR SPONSOR \$10,000	LA CATRINA SPONSOR \$7,500	CEMPASUCHIL SPONSOR \$3,000	VELADORAS SPONSOR \$3,000	ANGELITOS SPONSOR \$1,500	SUGAR SHULI SPONSOR \$500
Welcome remarks at event 2x during the day	✓					
Logo on event shirt and receive 2 free t-shirts	✓	✓				
Reserved seating	✓	✓	✓			
Special Verbal Recognition at event	✓	✓	✓	✓		
Recognition in printed signage & online event program, e-newsletter and social media	✓	✓	✓	✓	✓	
Logo on all event materials	✓	✓	✓	✓	✓	✓



Title:	Renewable Energy Credits Power Purchase Agreement
Contact:	William Forsythe 916-774-5619 wforsythe@roseville.ca.us

SUMMARY

Staff recommends approval to execute a 15-year Power Purchase Agreement (PPA) for renewable energy credits with Desert Breeze Solar, LLC. The annual cost of the PPA is approximately \$1.5 million. Funding for the PPA will be included in the Electric Department's future budgets in the Electric Fund, and contingent on the City Council's approval.

RECOMMENDATION

Staff recommends that City Council adopt a resolution authorizing the City Manager to execute a 15-year Power Purchase Agreement (PPA) for renewable energy credits (RECs) with Desert Breeze Solar, LLC.

BACKGROUND

California's Renewables Portfolio Standard (RPS) mandates that 60% of retail electricity sales come from renewable sources by 2030, and 100% carbon-free electricity by 2045. It further mandates 65% of RPS procurement to be derived from long-term contracts of 10 years or more. This long-term policy framework makes procurement of Renewable Energy Credits (RECs) through 2042 consistent with the state's clean energy goals.

To support these requirements, Roseville Electric Utility has evaluated various offers from entities through the Northern California Power Agency's request for proposals competitive solicitation. The PPA with Desert Breeze Solar, LLC (a subsidiary Terra-Gen, LLC) is a fifteen-year purchase of Category 1 RECs from qualifying renewable facilities located in California. Under the PPA, Roseville will receive 49,000 RECs annually at a fixed price \$31 per REC, with deliveries scheduled from 2027 through 2042. The PPA will cover approximately 7 percent of Roseville's annual renewable energy needs. Payment is due only after the RECs have been transferred to, and accepted by, Roseville.

FISCAL IMPACT

The annual cost of the PPA is approximately \$1.5 million. Funding for the PPA will be included in the Electric Department's future budgets in the Electric Fund, and contingent on the City Council's approval.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical 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 PPA meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world
6. Deliver exceptional City services

Respectfully Submitted,
William Forsythe, Assistant Electric Utility Director

Daniel Beans, Electric Utility Director

ATTACHMENTS:

1. Resolution 25-332
2. DesertBreezeSolar_Roseville CAT 1 Confirm 251016_PE
3. DesertBreezeSolar_Roseville EEI Cover 251016_PE

REVIEWERS:

Pooja Sharma, Electric Department - Resource Planning & Generation	Created/Initiated - 9/24/2025
William Forsythe, Electric Department - All	Approved - 9/26/2025
Shawn Matchim, Electric Department - All	Approved - 9/26/2025
Daniel Beans, Electric Department - All	Approved - 9/26/2025
Gretchen Hakala, City Attorney Department	Approved - 10/1/2025
Katrina Six, City Clerk Department	Approved - 10/2/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 10/6/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/6/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/6/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/7/2025
Katrina Six, City Clerk Department	Final Approval - 10/7/2025

RESOLUTION NO. 25-332

APPROVING A POWER PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DESERT BREEZE SOLAR, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, California's Renewables Portfolio Standard (RPS) mandates that 60% of retail electricity sales come from renewable sources by 2030, and 100% carbon-free electricity by 2045; and

WHEREAS, it further mandates 65% of RPS procurement to be derived from long-term contracts of 10 years or more; and

WHEREAS, to support these requirements, staff is recommending the City enter into a 15-year Power Purchase Agreement for the procurement of Renewable Energy Credits which is consistent with the State's clean energy goals; and

WHEREAS, a Power Purchase Agreement, by and between the City of Roseville and Desert Breeze Solar, LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Effective Date: October 16, 2025

Reference: Desert Breeze Solar, LLC / City of Roseville, California

TRANSACTION CONFIRMATION (RPS Bundled Electric Energy)

To: Desert Breeze Solar, LLC

From: City of Roseville, California

Desert Breeze Solar, LLC and City of Roseville, California are parties to that certain EEI Master Agreement dated October 16, 2025, as amended and supplemented from time to time (the "Master Agreement"). This confirmation ("Confirmation") entered into as of October 16, 2025 (the "Effective Date") confirms the understanding reached between Desert Breeze Solar, LLC and City of Roseville, California concerning the Transaction described herein and entered into pursuant to the Master Agreement as set forth below. The Master Agreement and this Confirmation shall be collectively referred to herein as the "Agreement". All provisions contained in or incorporated by reference in the Master Agreement will govern this Confirmation except as modified herein. In the event of any inconsistency between the provisions of the Master Agreement and this Confirmation, this Confirmation will prevail for the purpose of this Transaction.

PART I.

1. Buyer: City of Roseville, California ("Roseville")

2. Seller: Desert Breeze Solar, LLC

3. Product: The Product is bundled electric energy, which is comprised of (a) electric energy produced by the Project during the Generation Period ("Energy") and delivered to the applicable Delivery Point, together with (b) the Green Attributes and Renewable Energy Credits ("RECs") associated with such Energy, where, as of the Effective Date, (a) and (b) herein as bundled satisfy all of the criteria under Section 399.16(b)(1) of the Public Utilities Code for a Category 1 Transaction ("PCC1"). For the avoidance of doubt, the Product does not include any ancillary services, capacity, or capacity attributes associated with the Project.

4. Project: The Project is comprised of (a) the Primary Facility (if Seller designates a Primary Facility pursuant to Part I Section 5), and/or (b) any Pooled Facility that is separately metered and has a first point of interconnection with the CAISO Balancing Authority. Notwithstanding anything to the contrary herein, Seller has the right, but not the obligation, in its sole discretion, to incorporate an integrated energy storage facility ("Storage Facility") into the Primary Facility (if applicable). Prior to commencing construction on the Storage Facility, Seller will provide Buyer with a revised Exhibit A reflecting the addition of the Storage Facility, which will automatically supersede the prior version of Exhibit A. Seller retains sole discretion to determine when the Storage Facility will accept charging energy and deliver discharging energy. Notwithstanding the foregoing, all Product delivered to Buyer in conjunction with Seller's use of the Storage Facility shall satisfy all of the criteria under Section 399.16(b)(1) of the Public Utilities Code for a Category 1 Transaction. For the avoidance of doubt, any energy discharged from the Storage Facility that does not satisfy all of the criteria under Section 399.16(b)(1) of the Public Utilities Code for a Category 1 Transaction shall not be considered Product hereunder, Buyer shall have no right or obligation to purchase such discharging energy from Seller hereunder, and Seller shall be entitled to sell all or a portion of such discharging energy to one or more third parties and to retain any associated revenue.

5. Primary Facility: On or before January 1, 2027, Seller shall provide written notice to Buyer either (a) designating one (1) of the three (3) optional electric generating facilities described in Exhibit A to be included in the Project hereunder (the "Primary Facility"), or (b) confirming that there will be no Primary

Facility hereunder. If such notice designates a Primary Facility, then such notice shall include a copy of the Primary Facility's interconnection agreement.

If Seller confirms pursuant to this Part I Section 5 that there will be no Primary Facility hereunder, this shall not be considered a breach or an Event of Default and Seller shall supply the Product from one or more Pooled Facilities for the remainder of the Delivery Period.

If Seller designates a Primary Facility pursuant to this Part I Section 5, then Seller shall within thirty (30) days thereafter submit to Buyer a Milestone Schedule substantially in the form attached hereto as Exhibit A-1 and designating the expected Commercial Operation Date ("COD") for the Primary Facility ("Target COD"). On or before the first Business Day of each calendar quarter following Seller's designation of the Primary Facility until the Target COD, Seller will provide Buyer, by email, a completed progress report in the form of Exhibit A-2 to this Confirmation ("Quarterly Progress Report") updating Seller's progress in achieving the Milestone Schedule as described in Exhibit A-1. After the Target COD, Seller will provide Buyer, by email, a monthly progress report which will be identical in form to the Quarterly Progress Report, on or before the first Business Day of each month until the Primary Facility has achieved Actual COD and commenced delivery of the Product from the Primary Facility to the Buyer pursuant to the terms of this Agreement. On or before the Actual COD, Seller shall submit to Buyer all diligence materials with respect to the Primary Facility that are reasonably requested by Buyer to demonstrate satisfaction of the Minimum Project Criteria. As of the Actual COD, the Primary Facility will meet the following requirements (the "Minimum Project Criteria"):

- i. Seller will have obtained the Site Control over the Primary Facility site; and
- ii. Seller (or an Affiliate of Seller) will have executed an interconnection agreement with the Transmission Provider for the Primary Facility.
- iii. Have a unique CAISO Resource ID number and be discretely metered by the CAISO;
- iv. Have a unique WREGIS ID number;
- v. Be qualified as an Eligible Renewable Energy Resource;
- vi. Be pre-certified by the California Energy Commission ("CEC") as eligible for California's Renewable Portfolio Standard Program

6. Commercial Operation Date: THIS PART I SECTION 6 IS APPLICABLE ONLY IF SELLER DESIGNATES A PRIMARY FACILITY. Seller will provide written notice to Buyer specifying when the Primary Facility actually achieves the Commercial Operation Date ("Actual COD"). As part of such notice, Seller shall identify the specific facility location, CEC pre-certification number, and an update to Exhibit A reflecting a map of the Primary Facility area. As of the Actual COD, and throughout the remainder of the Delivery Period, Seller shall only deliver Product to Buyer from the Primary Facility, except that Seller may elect in its sole discretion to deliver Replacement Product from one or more Pooled Facilities as further described in Part I Section 13(b)(iii) below.

7. Pooled Facilities: Seller has the right, but not the obligation, to (a) add generating facilities to the list of Pooled Facilities from time to time by providing notice to Buyer identifying the generating facility(ies) to be added and providing a revised Exhibit B reflecting such addition, which will automatically supersede the prior Exhibit B, and/or (b) remove generating facilities from the list of Pooled Facilities from time to time by providing notice to Buyer identifying the generating facility(ies) to be removed and providing a revised Exhibit B reflecting such removal, which will automatically supersede the prior Exhibit B. With respect to the Pooled Facilities (if applicable), the Parties acknowledge and agree that (i) Seller will, in its sole discretion, utilize one or more of the Pooled Facilities in order to satisfy its obligations under this Transaction, (ii) Product shall solely be limited to the actual Product identified by Seller pursuant to Part I Section 13(b)(iii) or Part I Section 19(b), generated by the applicable Pooled Facility, and delivered by Seller, in its sole discretion, to satisfy the Contract Quantity in accordance with Part I Section 19 below or to provide Replacement Product in accordance with Part I Section 13(b)(iii) below, and (iii) without limiting Seller's obligations under Part I Section 13(b)(iii) below, Buyer is not entitled to any additional Energy and associated Green Attributes produced by any Pooled Facility. Seller shall not deliver any Replacement

Product to Buyer hereunder from a facility that is not listed in Exhibit B unless Exhibit B has been updated to include such facility and Seller has provided prior written notice thereof to Buyer in accordance with this Part I Section 7.

8. Additional Criteria: Subject to Part I Section 21 below, during the Delivery Period (or with respect to the Primary Facility (if applicable), commencing on the date on which such items are completed in a timely manner and continuing throughout the remainder of the Delivery Period), the Primary Facility (if applicable) and any Pooled Facility (if applicable) shall meet all of the following Additional Criteria:

- i. Have a unique CAISO Resource ID number and be discretely metered by the CAISO;
- ii. Have a unique WREGIS ID number;
- iii. Be qualified as an Eligible Renewable Energy Resource;
- iv. Be certified by the California Energy Commission ("CEC") as eligible for California's Renewable Portfolio Standard Program, except as set forth below with respect to the Primary Facility during the Primary Facility Pre-Certification Period;
- v. Be assigned a unique CEC RPS ID number with an "A" designation, except as set forth below with respect to the Primary Facility during the Primary Facility Pre-Certification Period;

Buyer acknowledges that final CEC certification of Primary Facility and assignment of a CEC RPS ID number with an "A" designation for the Primary Facility cannot occur until after the Primary Facility achieves commercial operation. For the period prior to receipt of final CEC certification of Primary Facility and assignment of a CEC RPS ID number with an "A" designation for the Primary Facility (such period, the "Primary Facility Pre-Certification Period"), Buyer will accept Product from the Primary Facility hereunder; provided, however, that if Seller is unable to cause WREGIS Certificates associated with such Product provided during the Primary Facility Pre-Certification Period to be created by WREGIS and delivered to Buyer in accordance with Part I Section 18, then Buyer will not be required to pay for such Product and such Product will not apply for purposes of Part I Section 13 below.

9. Term: This Transaction shall commence on the Effective Date and end when all obligations of Seller and Buyer have been satisfied as set forth herein.

10. Generation Period: The period (a) commencing at the beginning of the day on June 1, 2027, and (b) ending at the end of the day on May 31, 2042.

For the avoidance of doubt, Buyer has no right to any energy or other products produced by (a) the Primary Facility (if applicable) prior to the start of the Generation Period, or (b) any Pooled Facility prior to the start of the Generation Period or after the Actual COD (if applicable), except with respect to Replacement Product that Seller elects in its sole discretion to deliver from one or more Pooled Facilities as further described in Part I Section 13(b)(iii) below. Notwithstanding anything to the contrary herein, Seller shall be entitled to sell all or a portion of such energy and other products to one or more third parties and to retain any associated revenue.

11. Delivery Period: The Generation Period plus the additional time period required by the Parties to complete delivery, acceptance, and settlement of all Product sold to Buyer under this Transaction.

12. Delivery Point: The Primary Facility's or any Pooled Facility's, as applicable, point of interconnection with the CAISO Balancing Authority modeled by the CAISO as the Pnode as defined by the CAISO.

13. Contract Quantity: The Contract Quantity is comprised of the Firm Annual Contract Quantity set forth in Part I Section 13(a)(i) below for each Pre-COD Contract Year and Buyer's Fraction of all of the Product produced by the Primary Facility for each Post-COD Contract Year (if applicable).

(a) Pre-COD Contract Quantity.

(i) For each Pre-COD Contract Year, Seller shall provide Product from one or more Pooled Facilities, expressed in MWh and delivered to the applicable Delivery Point during such Pre-COD Contract Year based on Settlement Quality Meter Data (SQMD) as described in the CAISO Tariff, in the amount of the Firm Annual Contract Quantity. "Firm Annual Contract Quantity" means 49,000 MWh for each Pre-COD Contract Year, provided that if Seller designates a Primary Facility pursuant to Part I Section 5, then for the last Pre-COD Contract Year, the Firm Annual Contract Quantity volume for such Pre-COD Contract Year shall be equal to the product of (A) 134 MWh, multiplied by (B) the number of days included in such Pre-COD Contract Year.

(ii) In the event that (A) the sum of the Product delivered to Buyer in a Pre-COD Contract Year is less than (B) the Firm Annual Contract Quantity for such Pre-COD Contract Year (the amount of such difference being the "Firm Annual Shortfall Quantity"), Seller shall pay Buyer liquidated damages equal to (I) the positive difference, if any, between the Replacement Price and the REC Price, times (II) the Firm Annual Shortfall Quantity for such year ("Firm Annual Shortfall Payment"). The "Replacement Price" shall be defined as the offer side of the broker quotes reasonably determined by Buyer, but not to exceed seventy-five dollars per megawatt-hour (\$75.00/MWh). Buyer's sole and exclusive remedy for Seller's failure to deliver Product during any Pre-COD Contract Year is the receipt of the Firm Annual Shortfall Payments.

(b) Post-COD Contract Quantity. SECTION (b) OF THIS PART I SECTION 13 IS APPLICABLE ONLY IF SELLER DESIGNATES A PRIMARY FACILITY.

(i) If Seller designates a Primary Facility pursuant to Part I Section 5, then from and after the Actual COD Buyer shall be the sole offtaker for Buyer's Fraction all of the Product produced by the Primary Facility, expressed in MWh and delivered to the applicable Delivery Point during the Generation Period based on Settlement Quality Meter Data (SQMD) as described in the CAISO Tariff. For the avoidance of doubt, Buyer has no right to any of the Product produced by the Primary Facility in excess of Buyer's Fraction of all Product produced by the Primary Facility and, notwithstanding anything to the contrary herein, Seller shall be entitled to sell all or a portion of such Product in excess of Buyer's Fraction of all Product produced by the Primary Facility to one or more third parties and to retain any associated revenue.

(ii) The Contract Quantity ranges are set forth below:

Performance Measurement Period*	Post-COD Contract Year**	Expected Annual Contract Quantity (MWh)***	Minimum Annual Contract Quantity (MWh)***
1	1	49,000	30,000
	2	48,853	29,910
2	3	48,706	29,820
	4	48,560	29,731
3	5	48,415	29,642
	6	48,269	29,553
4	7	48,125	29,464
	8	47,980	29,376
5	9	47,836	29,288
	10	47,693	29,200
6	11	47,550	29,112

	12	47,407	29,025
7	13	47,265	28,938
	14	47,123	28,851
	15	46,982	28,764

* While the table set forth above includes 8 Performance Measurement Periods, the actual number of applicable Performance Measurement Periods will depend on when the Actual COD occurs, as described in the Performance Measurement Periods definition in Part III.

** While the table set forth above includes 15 Post-COD Contract Years, the actual number of applicable Post-COD Contract Years will depend on when the Actual COD occurs, as described in the Post-COD Contract Year definition in Part III.

*** For the last applicable Post-COD Contract Year in the preceding table, each of the Expected Annual Contract Quantity and Minimum Annual Contract Quantity volumes for such Post-COD Contract Year shall be automatically revised to equal the product of (A) the original volume, multiplied by (B) the cumulative percentage set forth in the "Expected Monthly Distribution" table in Exhibit C for all of the calendar months that are included in full in such Post-COD Contract Year.

(iii) Primary Facility Minimum Product Guarantee:

In the event that (A) the sum of the Product delivered to Buyer from the Primary Facility with respect to a Performance Measurement Period, plus the Lost Output for such Performance Measurement Period, is less than (B) the sum of the Minimum Annual Contract Quantity(ies) for the Post-COD Contract Year(s) included in such Performance Measurement Period (the amount of such difference being the "PMP Shortfall Quantity"), then for a period of one hundred twenty (120) days after the end of such Performance Measurement Period, Seller will have the right, but not the obligation, in its sole discretion to provide Replacement Product to Buyer in an amount up to the PMP Shortfall Quantity for such Performance Measurement Period, and Buyer shall purchase and receive such Replacement Product at the Contract Price; provided, however, that the Parties acknowledge that the WREGIS Certificates associated with such Replacement Product will be delivered in accordance with Part I Section 18. Seller shall notify Buyer via email if it intends to deliver Replacement Product to Buyer prior to any Energy associated with such Replacement Product being delivered. On a day ahead basis, Seller shall provide a notice via e-mail to Buyer at powersupply@roseville.ca.us identifying the volume of Replacement Product to be provided and the Pooled Facilities from which the Replacement Product will be provided for the following day, which volumes may be expressed as a percentage of the applicable Pooled Facility's output. To the extent that Seller does not deliver Replacement Product for all or a portion of the PMP Shortfall Quantity, Seller shall pay Buyer liquidated damages equal to the product of (I) the positive difference, if any, between the Replacement Price and the REC Price, times (II) the difference of the PMP Shortfall Quantity for such Performance Measurement Period, minus the aggregate Replacement Product provided by Seller for such Performance Measurement Period ("PMP Shortfall Payment"). The "Replacement Price" shall be defined as the offer side of the broker quotes reasonably determined by Buyer, but not to exceed seventy-five dollars per megawatt-hour (\$75.00/MWh). Buyer's sole and exclusive remedy for Seller's failure to deliver Product during any Post-COD Contract Year or Performance Measurement Period is the receipt of the PMP Shortfall Payments.

(c) Seller's aggregate liability to Buyer hereunder, including without limitation, for any Event of Default of Seller or any Termination Payment due to Buyer as a result of such Event of Default, shall not exceed the amount of the Seller Collateral.

- 14. Contract Price:** The Contract Price is equal to the sum of the Energy Price, plus the REC Price.

REC Price:

\$31.00 per MWh

Energy Price:

The Hourly Locational Marginal Price (in the CAISO day-ahead energy market) published by the CAISO for the Pnode for the Primary Facility or the Pooled Facility, as applicable, providing the Product, expressed in dollars per MWh

15. Payments & Settlements

(a) Seller shall invoice Buyer monthly under this Transaction. The invoice shall detail the items specified in this Part I Section 15. Each invoice shall specify the Delivery Month, applicable, date of transfer, quantity and vintage month for the WREGIS Certificates associated with the Product or Replacement Product, as applicable. Within five (5) Business Days after delivery of the WREGIS Certificates associated with the Product or Replacement Product, as applicable, to Buyer's WREGIS Account, Seller shall provide Buyer with an invoice with respect hereto. Buyer shall not be obligated to pay the REC Price unless and until the associated WREGIS Certificates have been delivered to Buyer's WREGIS Account. Such invoice shall be due and payable by Buyer on or before the tenth (10th) Business Day after Buyer's receipt of the invoice and subject to Section 6.3 of the Master Agreement with respect to disputed amounts.

(b) For purposes of the Energy component of the Product and Replacement Product, Seller or Seller's Scheduling Coordinator will receive revenue from CAISO for the Energy delivered by Seller to Buyer. The Parties agree that Seller shall retain the CAISO revenues received in respect of the Energy delivered by Seller to Buyer in lieu of any Energy Price payment due from Buyer to Seller for such Energy as set forth above. The Parties acknowledge that such CAISO revenues retained by Seller may be greater than or less than the revenues that would have resulted based on the Energy Price published by the CAISO.

(c) For purposes of RECs, "delivery" means the transfer from Seller to Buyer of the quantity of the WREGIS Certificates corresponding to the RECs in accordance with the WREGIS Operating Rules. The Parties acknowledge that the creation and delivery of the WREGIS Certificates associated with the Product or Replacement Product, as applicable, may occur after the Energy has been delivered and invoiced, therefore the invoice may contain charges for Energy and WREGIS Certificates which were not generated in the same month(s).

(d) For the RECs component of the Product or Replacement Product, as applicable, the invoice shall include the following information:

- (i) Vintage month, quantity, date of transfer, price and monthly charge for the RECs delivered to Buyer pursuant to Part I Section 18;
- (ii) Cumulative quantity of RECs delivered to Buyer under this Transaction.
- (iii) The WREGIS Certificate IDs and date of transfer to Buyer's WREGIS Account.
- (iv) Any credits for PMP Shortfall Payments, if applicable.

16. Seller Collateral:

Seller shall provide or post, with or for the benefit of Buyer, credit support within ten (10) Business Days after the Effective Date, in an amount equal to \$850,000 ("Seller Collateral") which may be in the form of (a) a guaranty provided by Terra-Gen Power Holdings II, LLC in form and substance reasonably acceptable

to Buyer (the "TGPH Guaranty"), (b) an irrevocable letter of credit in a form reasonably acceptable to Buyer issued by a major U.S. commercial bank or a U.S. branch office of a foreign bank which is not the Seller (or a subsidiary or Affiliate of the Seller) with a credit rating of at least A- by S&P and A3 by Moody's and assets of at least \$10 billion, (c) cash, (d) a guaranty from a guarantor entity that is acceptable to Buyer and in a form and substance satisfactory to Buyer (other than the TGPH Guaranty), (e) other equivalent security reasonably acceptable to Buyer, or (f) a combination of the foregoing set forth in clauses (a) through (e). Upon Seller's initial posting of the Seller Collateral and at all times thereafter during the remaining Term, Seller shall maintain the Seller Collateral in the amount set forth in the table below. Prior to each permitted reduction in Seller Collateral, Seller shall send written notice to Buyer notifying Buyer of such reduction. In the event that Seller Collateral is provided in the form of a guaranty pursuant to clause (d) of this Part I Section 16 and there is a negative change in creditworthiness of the guarantor entity as determined by Buyer, then Buyer may demand any other form of Seller Collateral set forth above and Seller shall deliver such Seller Collateral within ten (10) Business Days after such demand.

Calendar Year(s)	Seller Collateral
2025 through 2031	\$850,000
2032 through 2036	\$595,000
2037 through 2042	\$340,000

17. Buyer Collateral:

As of the Effective Date, Buyer has an Investment Grade Credit Rating. If at any point during the Term, Buyer's Credit Rating no longer meets the criteria for an Investment Grade Credit Rating, then Buyer shall provide or post, with or for the benefit of Seller, credit support within ten (10) Business Days after ceasing to meet the criteria for an Investment Grade Credit Rating, in an amount equal to the amount set forth in the table below for the then-current calendar year ("Buyer Collateral") which may be in the form of (a) an irrevocable letter of credit in a form reasonably acceptable to Seller issued by a major U.S. commercial bank or a U.S. branch office of a foreign bank which is not Buyer (or a subsidiary or Affiliate of Buyer) with a credit rating of at least A- by S&P and A3 by Moody's and assets of at least \$10 billion, (b) cash, (c) a guaranty from a guarantor entity that is acceptable to Seller and in a form and substance satisfactory to Seller, (d) other equivalent security reasonably acceptable to Seller, or (e) a combination of the foregoing set forth in clauses (a) through (d). Upon Buyer's initial posting of the Buyer Collateral and at all times thereafter during the remaining Term, Buyer shall maintain the Buyer Collateral in the amount set forth in the table below. Prior to each permitted reduction in Buyer Collateral, Buyer shall send written notice to Seller notifying Seller of such reduction. In the event that Buyer Collateral is provided in the form of a guaranty pursuant to clause (c) of this Part I Section 17 and there is a negative change in creditworthiness of the guarantor entity as determined by Seller, then Seller may demand any other form of Buyer Collateral set forth above and Buyer shall deliver such Buyer Collateral within ten (10) Business Days after such demand.

Calendar Year(s)	Buyer Collateral
2025 through 2031	\$850,000
2032 through 2036	\$595,000
2037 through 2042	\$340,000

18. WREGIS Certificate Delivery:

(a) Seller shall transfer the WREGIS Certificates corresponding to the Product or Replacement Product, as applicable, sold hereunder from Seller's applicable WREGIS Account to Buyer's WREGIS Account as described in the WREGIS Operating Rules, and Buyer shall receive such WREGIS Certificates, within fifteen (15) Business Days after such WREGIS Certificates become available in WREGIS, but, subject to Part I Section 21, in no event shall WREGIS Certificates be transferred that are not eligible for the California RPS Program. The transfer of the WREGIS Certificates to Buyer shall be deemed to transfer title to all of the Green Attributes associated with the Product or Replacement Product, as applicable, represented by such WREGIS Certificates hereunder. Since WREGIS Certificates will only be created for whole MWh amounts Energy generated, any fractional MWh amounts (i.e. kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate. Seller shall maintain records of such carryforwards and provide a quarterly reconciliation report to Buyer upon request.

(b) Seller agrees that it is solely responsible for payment directly to WREGIS of any and all WREGIS fees billed to Seller by WREGIS related to the transfer of WREGIS Certificates, including costs that are required to register Seller's generating unit and WREGIS fees incident to the reporting of generator data to WREGIS. Buyer agrees that it is solely responsible for payment directly to WREGIS of any and all WREGIS fees billed to Buyer by WREGIS related to the transfer and receipt of WREGIS Certificates.

19. Scheduling and Dispatch:

(a) At its sole expense, Seller shall be responsible for providing, or arranging for a third party to provide, Scheduling Coordinator services for the Primary Facility or any Pooled Facility, as applicable, during the Delivery Period. Buyer will take title to the Product at the Delivery Point and Seller, or the Scheduling Coordinator for the Primary Facility or any Pooled Facility, as applicable, shall deliver, or cause to be delivered, all Energy to CAISO. Subject to the requirements set forth herein, Seller may schedule, bid or offer all energy generated by or associated with the Primary Facility or any Pooled Facility, as applicable in Seller's sole discretion.

(b) On a day ahead basis, Seller shall provide a notice via e-mail to Buyer at powersupply@roseville.ca.us identifying the volume of Product to be provided by any Pooled Facility (if applicable) for each hour of the following day, which may be expressed as a percentage of the applicable Pooled Facility's output.

20. Public Disclosure:

Notwithstanding any other confidentiality obligations between the Parties, the content of all public announcements made by Buyer regarding any aspects of this Transaction or the Project shall be mutually agreed upon in writing by Seller and Buyer in advance, provided however, that Buyer may disclose this Transaction to a governmental or regulatory authority to the extent required for Buyer to comply with any regulatory requirements applicable to Buyer (including the California Public Records Act, Cal. Gov't. Code §§ 7290, *et seq.*).

21. Change in Law Provision:

If a Change in Law occurring after the Effective Date has increased Seller's known or reasonably expected costs to obtain, maintain, convey or effectuate Buyer's use of any Product in accordance with this Agreement (any action required to be taken by Seller to comply with such Change in Law, a "Compliance Action"), then the Parties agree that the maximum aggregate amount of in costs and expenses Seller shall

be required to bear during the term of this Agreement to comply with all of such obligations shall be capped at three hundred thousand dollars (\$300,000) in the aggregate (the "Compliance Expenditure Cap").

(a) If Seller reasonably anticipates the need to incur out-of-pocket expenses in excess of the Compliance Expenditure Cap in order to take any Compliance Action, Seller shall provide Notice to Buyer of such anticipated out-of-pocket expenses.

(b) Buyer will have sixty (60) Days to evaluate such Notice (during which time period Seller is not obligated to take any Compliance Actions described in the Notice) and shall, within such time, either (1) agree to reimburse Seller for all of the costs that exceed the Compliance Expenditure Cap (such Buyer-agreed upon costs (including lost production, if any), the "Accepted Compliance Costs"), or (2) waive Seller's obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller.

(c) If Buyer agrees to reimburse Seller for the Accepted Compliance Costs, then Seller shall take such Compliance Actions covered by the Accepted Compliance Costs as agreed upon by the Parties and Buyer shall reimburse Seller for Seller's actual costs to effect the Compliance Actions, not to exceed the Accepted Compliance Costs, within sixty (60) days from the time that Buyer receives an invoice and documentation of such costs from Seller.

(d) Any change in the economic value of any Product provided by Seller to Buyer resulting from any Change in Law shall not affect the Contract Price or Buyer's obligation to make payments required hereunder.

22. Reporting Requirements

a) General Reporting Obligations

Seller shall provide Buyer with accurate and timely reports related to the delivery of WREGIS Certificates associated with Product or Replacement Product provided to Buyer under this Agreement. Reports shall be submitted in a format reasonably acceptable to Buyer.

b) Monthly REC Delivery Report

With each monthly invoice, Seller shall provide a REC Delivery Report including the following:

- i. The quantity of RECs delivered during the month (in MWh)
- ii. Hourly generation of the Primary Facility (in MWh), if applicable
- iii. The applicable vintage month for each REC
- iv. The date of transfer into Buyer's WREGIS Account
- v. If applicable, a list of Pooled Facilities that provided Product or Replacement Product during the month
- vi. If applicable, for each Pooled Facility that provided Product or Replacement Product during the month, hourly generation of such Pooled Facility for the hours in which such Product or Replacement Product was provided

All time-stamped data provided by Seller under this Agreement shall be reported in Coordinated Universal Time (UTC). Subject to Part I Section 21, Seller shall cooperate reasonably with Buyer to provide any documentation in Seller's possession and not separately available to Buyer that is necessary for Buyer to comply with any updated California RPS reporting requirements and standards issued by the California Energy Commission or California Public Utilities Commission during the Delivery Term that are applicable to this Transaction.

PART II. ADDITIONAL TERMS:

1. Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Period of this Agreement that: (i) the Project qualifies and is certified or pre-certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a Change in Law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such Change in Law. [STC 6] The term "commercially reasonable efforts" as used in this Part II Section 1 shall not require Seller to incur out-of-pocket expenses in excess of the Compliance Expenditure Cap.
2. Seller shall promptly notify Buyer of any changes in the Primary Facility's (if applicable) ERR status or RPS eligibility, including regulatory actions or operational issues resulting in a change in the Primary Facility's (if applicable) ERR status or RPS eligibility, and, subject to Part I Section 21, take all necessary actions, at Seller's expense, to restore compliance within thirty (30) Business Days. Subject to Part I Section 21, failure to maintain RPS eligibility of the Primary Facility (if applicable) for more than thirty (30) Business Days shall constitute an Event of Default.
3. Governing Law. This Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17].
4. Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Period of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a Change in Law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such Change in Law. [STC REC-1] The term "commercially reasonable efforts" as used in this Part II Section 3 shall not require Seller to incur out-of-pocket expenses in excess of the Compliance Expenditure Cap.
5. Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2]
6. Seller shall notify Buyer within five (5) Business Days after becoming aware of any issues affecting WREGIS Certificate tracking associated with Product provided to Buyer hereunder, and the Parties shall cooperate reasonably to resolve such issues.
7. Green Attributes. Seller hereby provides and conveys all Green Attributes associated with all electricity generation sold to Buyer hereunder from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes associated with all electricity generation sold to Buyer hereunder to Buyer as included in the delivery of the Product from the Project.
8. Assignment. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that (x) Seller shall have the right to assign this Agreement to an affiliate without Buyer's consent, and (y)

Seller shall have the right at any time and from time to time to create or provide for a security interest in, or convey in trust its respective rights, titles and interests in this Agreement to a lender, mortgagee, or trustee under deeds of trust, mortgages or indentures, or to secured parties under a security agreement as security for its present or future bonds or other obligations or securities, or to any lender(s), lessor(s) or tax equity investor(s) and other parties providing any financing or refinancing and any successor(s) or assigns thereto ("Secured Party") with respect to the Primary Facility, without the consent of the other Party, and without such Secured Party assuming or becoming in any respect obligated to perform any of the obligations of the Parties hereto. Any such Secured Party and any successor thereof by action of law or otherwise, and any purchaser, transferee or assignee of any thereof may, without need for the prior consent of the other Party, succeed to and acquire all the rights, titles and interests of Seller in this Agreement, and may foreclose upon said rights, titles and interests of Seller, provided any such Secured Party and any successor thereof by action of law or otherwise, and any purchaser, transferee or assignee of any thereof (a) (i) owns the Project or (ii) has contractual rights to the Product produced by the Project, (b) (i) has equal or greater creditworthiness as compared to Seller as determined by Buyer using commercially reasonable credit standards or (ii) is a Qualified Transferee, (c) has agreed in writing to be bound by this Agreement, and (d) shall have complied with the obligations of Seller to provide Seller Collateral. Upon the written request of either Party, the other Party shall execute, or arrange for the delivery of, such certificates, opinions, estoppels and other documents as may be reasonably necessary in order for the requesting Party to consummate any financing or refinancing of the Project or any part thereof, including a form of financing party consent and agreement, each of which documents and instruments shall be in form and substance reasonably acceptable to the cooperating Party.

9. Documentation. Subject to Part I Section 21, Seller shall cooperate reasonably with Buyer to provide Buyer
 - (a) any documentation in Seller's possession and not separately available to Buyer that is necessary for Buyer to support and verify that any applicable delivery requirements for this Transaction have been met according to California RPS requirements under the CEC RPS Eligibility Guidebook (9th Ed.), as may be subsequently modified by the CEC during the Delivery Term, and
 - (b) such data and information in Seller's possession and not separately available to Buyer as may be necessary for Buyer to complete all forms required by the CPUC or CEC in connection with compliance to verify that the Product sold hereunder meets the requirement and will qualify as PCC1 Product.

PART III. ADDITIONAL DEFINITIONS:

"Buyer's Fraction" means the quotient, expressed as a percentage, of (a) seventeen (17) MW, divided by (b) the capacity set forth in Exhibit A for the applicable Primary Facility designated by Seller (if applicable).

"Buyer's WREGIS Account" means the WREGIS account in the name of City of Roseville.

"CAISO" means the California Independent System Operator Corporation or any successor entity performing similar functions.

"CAISO Balancing Authority" means the CAISO Balancing Authority as identified in Section 3.5.1.1.1. of CPUC Decision 11-12-052.

"CAISO Tariff" means the California Independent System Operator Corporation, Fifth Replacement FERC Electric Tariff (Open Access Transmission Tariff), as it may be amended, supplemented or replaced (in whole or in part) from time to time.

"Contract Year" means a Pre-COD Contract Year or a Post-COD Contract Year, as applicable.

"CPUC" means the California Public Utilities Commission or any successor entity performing similar functions.

“California Renewables Portfolio Standard” or “California RPS Program” means the renewable energy program and policies established by California State Senate Bills 1078, 107 and X1-2, 350, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time, including without limitation all applicable eligibility criteria and requirements thereof in force and effect, as jointly administered by the CEC and the California Public Utilities Commission.

“Category 1 Transaction” means procurement of product that qualifies under the California RPS Program and satisfies the portfolio content category requirements under Public Utilities Code Section 399.16(b)(1) as adopted in Senate Bill X1-2, enacted on April 12, 2011 in the First Extraordinary Session of the Legislature, and as implemented by the CPUC pursuant to CPUC Rulemaking 11-05-005.

“Change in Law” means any addition, amendment, decision, ruling, order, or binding interpretation by or of a governmental authority, to or regarding any laws, rules, regulations, orders, or judicial precedent, that applies to the California RPS Program, California’s cap-and-trade program, or any other applicable environmental, renewable energy, or greenhouse gas emissions program or regulation, that is enacted, issued or becomes legally effective after the Effective Date and materially affects the California RPS Program or Category 1 Transactions or compliance of the Product with the California RPS Program or Category 1 Transaction requirements.

“Commercial Operation Date” means the date specified by Seller as the Commercial Operation Date in a notice provided to Buyer.

“Eligible Renewable Energy Resource” or “ERR” has the meaning set forth in California Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision is amended or supplemented from time to time.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere¹; (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project, and other financial incentives in the form of credits, reductions, or allowances associated with the Project, that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project, for

¹ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

compliance with local, state, or federal operating and/or air quality permits. If the Project, is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

"Investment Grade Credit Rating" means a Credit Rating of BBB- and Baa3 or higher by S&P or Moody's, respectively, provided, however, that if the Credit Ratings by S&P and Moody's are not equivalent, then the lower of the Credit Ratings shall control for purposes of determining whether Buyer's Credit Rating is an Investment Grade Credit Rating.

"Lost Output" means the amount of energy or associated WREGIS Certificates, expressed in MWh, that the Project would have produced and delivered to Buyer but was unable to produce or deliver due to Force Majeure, Buyer's failure to perform its obligations hereunder, or a curtailment by CAISO or the Transmission Provider. To the extent there is Lost Output due to a curtailment by the CAISO or Transmission Provider, the amount of energy or associated WREGIS Certificates that the Project would have produced and delivered to Buyer must be supported by the Project's expected availability and the expected solar irradiance during the period of curtailment to Buyer's reasonable satisfaction.

"Performance Measurement Period" means each period of two (2) consecutive Post-COD Contract Years, calculated on a discrete basis (e.g., Contract Years 1-2, 3-4, 5-6, etc.); provided that if there is an odd number of Post-COD Contract Years, then the final Performance Measurement Period will be comprised of the last three (3) Post-COD Contract Years. For the avoidance of doubt, if Actual COD does not occur by the end of the Generation Period, then there will be no Performance Measurement Periods.

"Pooled Facility" shall mean each of the facilities listed in Exhibit B.

"Post-COD Contract Year" means a period of twelve (12) consecutive months during the portion of the Generation Period after Actual COD (if applicable), with the first Post-COD Contract Year commencing on Actual COD and each subsequent Post-COD Contract Year commencing on the anniversary of the Actual COD; provided that the final Post-COD Contract Year will commence on the applicable anniversary of the Actual COD and end at the end of the day on the last day of the Generation Period. For the avoidance of doubt, if Actual COD does not occur by the end of the Generation Period, then there will be no Post-COD Contract Years.

"Pre-COD Contract Year" means a period of twelve (12) consecutive months during the portion of the Generation Period prior to Actual COD (if applicable), with the first Pre-COD Contract Year commencing at the beginning of the first day of the Generation Period and each subsequent Pre-COD Contract Year commencing on the anniversary of the start of the Generation Period; provided that the final Pre-COD Contract Year shall commence on the start of the Generation Period (if the first Pre-COD Contract Year is also the last Pre-COD Contract Year) or the applicable anniversary of the start of the Generation Period and end at the end of the day prior to the Actual COD (if applicable) or the end of the day on the last day of the Generation Period (if Actual COD does not occur by the end of the Generation Period).

"Qualified Transferee" means an entity that has, or is controlled by another person that has, a tangible net worth of not less than fifty million dollars (\$50,000,000) or a Credit Rating of at least BBB- from S&P or Baa3 from Moody's.

"Renewable Energy Credit" or "REC" means a renewable energy credit as defined by and in accordance with Section 399.12(h) of the California Public Utilities Code.

"Replacement Product" means the Product being delivered by Seller to Buyer on or after the Actual COD (if applicable) and that is produced by a Pooled Facility.

"Scheduling Coordinator" has the meaning set forth in the CAISO Tariff.

“Site Control” means that Seller: (a) owns the Primary Facility site; (b) is the lessee under one or more site leases with respect to the Primary Facility site, which, in each case, permits Seller to perform its obligations under this Agreement; (c) is the grantee of one or more easements or rights of way with respect to the Primary Facility site, if applicable and required for the construction and operation of the Primary Facility; or (d) has entered into one or more option agreements pursuant to which Seller has the right to exercise options to own or lease the Primary Facility site or become a grantee of an easement or right of way with respect to the facility site, so as to permit Seller to perform its obligations under this Agreement. All such rights must be adequate to enable the performance of Seller’s obligations under this Agreement .

“Transmission Provider” means Southern California Edison Company.

“WECC” means the Western Electricity Coordinating Council or successor agency.

“WREGIS” means Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

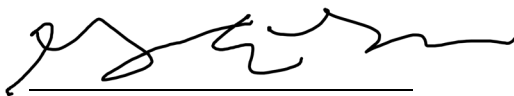
“WREGIS Certificate” means “Certificate” as defined by WREGIS in the WREGIS Operating Rules and designated by law as eligible for complying with the California Renewables Portfolio Standard and for evidencing the Green Attributes associated with the Product.

“WREGIS Operating Rules” means those operating rules and requirements adopted by WREGIS, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

IN WITNESS WHEREOF, the Parties have caused this Confirmation to be duly executed as of the Effective Date.

Desert Breeze Solar, LLC

City of Roseville, California

By:  _____

By: _____

Name: Gustavo E. Luna

Name: _____

Title: Chief Marketing Officer

Title: _____

Date: 9/24/2025

Date: _____

EXHIBIT A

Primary Facility Description

I. Option 1:

Facility Description:

The Lockhart III solar project, an approximately 125 MWac solar photovoltaic generating facility to be developed and constructed by Seller or its Affiliate, located near Barstow, CA.

II. Option 2:

Facility Description:

The Lockhart IV solar project, an approximately 80 MWac solar photovoltaic generating facility to be developed and constructed by Seller or its Affiliate, located near Barstow, CA.

III. Option 3:

Facility Description:

The Edwards Sanborn Enterprise solar project, an approximately 368 MWac solar photovoltaic generating facility to be developed and constructed by Seller or its Affiliate, located near Mojave, CA.

EXHIBIT A-1

**Milestone Schedule
(if applicable)**

Milestone	Date for Completion
Evidence of Site Control	
Seller's receipt of Phase I and Phase II Interconnection study results for Seller's Interconnection Facilities	
Executed Interconnection Agreement	
Expected Construction Start Date	
Initial Synchronization	
Expected Commercial Operation Date	

EXHIBIT A-2

Form of Progress Report (if applicable)

Each Progress Report must include the following items:

1. Primary Facility description.
2. Description of any material planned changes to the Primary Facility.
3. Summary of material activities during the previous calendar quarter or month, as applicable.
4. Forecast of material activities scheduled for the current calendar quarter.
5. List of issues that are likely to potentially affect Seller's Milestones.
6. A status report of material start-up activities including a forecast of material activities ongoing and after start-up, a report on Primary Facility performance including performance projections for the next twelve (12) months.
7. Pictures, in sufficient quantity and of appropriate detail, in order to document construction and startup progress of the Primary Facility, the interconnection into the Transmission System and all other interconnection utility services.
8. Any other documentation reasonably requested by Buyer.

EXHIBIT B

List of Pooled Facility(ies)

Unit Name:	Ridgetop I
RPS ID:	60375A
CAISO Resource ID	ENWIND_2_WIND2
Facility Location: County	Kern
Facility Location: State	California
Facility Location: Country	U.S.A.
Facility(ies) Directly Interconnected to a CBA	Yes
Facility Fuel Type	Wind

Unit Name:	Cameron Ridge
RPS ID:	60392A
CAISO Resource ID	ENWIND_2_WIND1
Facility Location: County	Kern
Facility Location: State	California
Facility Location: Country	U.S.A.
Facility(ies) Directly Interconnected to a CBA	Yes
Facility Fuel Type	Wind

Unit Name:	Altwind
RPS ID:	60402A and 60403A
CAISO Resource ID	ALTWD_2_AT3WD3
Facility Location: County	Riverside
Facility Location: State	California
Facility Location: Country	U.S.A.
Facility(ies) Directly Interconnected to a CBA	Yes
Facility Fuel Type	Wind

Unit Name:	San Gorgonio East
RPS ID:	63228A
CAISO Resource ID	GARNET_2_WIND3
Facility Location: County	Riverside
Facility Location: State	California
Facility Location: Country	U.S.A.
Facility(ies) Directly Interconnected to a CBA	Yes
Facility Fuel Type	Wind

Unit Name:	Oak Creek
RPS ID:	60429A
CAISO Resource ID	OAKWD_6_QF
Facility Location: County	Kern
Facility Location: State	California
Facility Location: Country	U.S.A.
Facility(ies) Directly Interconnected to a CBA	Yes

Facility Fuel Type	Wind
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Unit Name:	Morwind
RPS ID:	60380A
CAISO Resource ID	MORWD_6_QF
Facility Location: County	Kern
Facility Location: State	California
Facility Location: Country	U.S.A.
Facility(ies) Directly Interconnected to a CBA	Yes
Facility Fuel Type	Wind

Unit Name:	Ridgetop II
RPS ID:	60407A
CAISO Resource ID	FLOWD_2_RT2WD2
Facility Location: County	Kern
Facility Location: State	California
Facility Location: Country	U.S.A.
Facility(ies) Directly Interconnected to a CBA	Yes
Facility Fuel Type	Wind

Unit Name:	Mojave 16/17/18
RPS ID:	60397A and 60423A
CAISO Resource ID	WSTWND_2_M89WD2
Facility Location: County	Kern
Facility Location: State	California
Facility Location: Country	U.S.A.
Facility(ies) Directly Interconnected to a CBA	Yes
Facility Fuel Type	Wind

Unit Name:	Mojave 3/4/5
RPS ID:	60422A
CAISO Resource ID	WSTWND_2_M90WD1
Facility Location: County	Kern
Facility Location: State	California
Facility Location: Country	U.S.A.
Facility(ies) Directly Interconnected to a CBA	Yes
Facility Fuel Type	Wind

Unit Name:	Cabazon Wind Project
RPS ID:	60736A
CAISO Resource ID	CABZON_1_WINDA1
Facility Location: County	Riverside
Facility Location: State	California
Facility Location: Country	U.S.A.
Facility(ies) Directly Interconnected to a CBA	Yes
Facility Fuel Type	Wind

Unit Name:	Whitewater Hill Wind Partners
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RPS ID:	60737A
CAISO Resource ID	WHTWTR_1_WINDA1
Facility Location: County	Riverside
Facility Location: State	California
Facility Location: Country	U.S.A.
Facility(ies) Directly Interconnected to a CBA	Yes
Facility Fuel Type	Wind

Unit Name:	Zephyr Park
RPS ID:	60374A
CAISO Resource ID	OAKWD_6_ZEPHWD
Facility Location: County	Kern
Facility Location: State	California
Facility Location: Country	U.S.A.
Facility(ies) Directly Interconnected to a CBA	Yes
Facility Fuel Type	Wind

Unit Name:	Sanborn Solar 2 Edwards 5
RPS ID:	65034A
CAISO Resource ID	EDWARD_2_ESSSB1
Facility Location: County	Kern
Facility Location: State	California
Facility Location: Country	U.S.A.
Facility(ies) Directly Interconnected to a CBA	Yes
Facility Fuel Type	Solar Hybrid

Unit Name:	Lockhart Solar 1
RPS ID:	65108A
CAISO Resource ID	LCKHT1_2_LH1SR1
Facility Location: County	San Bernardino
Facility Location: State	California
Facility Location: Country	U.S.A.
Facility(ies) Directly Interconnected to a CBA	Yes
Facility Fuel Type	Solar

Unit Name:	Lockhart Solar 2
RPS ID:	65109A
CAISO Resource ID	LCKHT1_2_LH1SR2
Facility Location: County	San Bernardino
Facility Location: State	California
Facility Location: Country	U.S.A.
Facility(ies) Directly Interconnected to a CBA	Yes
Facility Fuel Type	Solar

Unit Name:	Phoenix
RPS ID:	62898A
CAISO Resource ID	GARNET_2_WIND1
Facility Location: County	Riverside

Facility Location: State	California
Facility Location: Country	U.S.A.
Facility(ies) Directly Interconnected to a CBA	Yes
Facility Fuel Type	Wind

EXHIBIT C

Expected Monthly Distribution

Month	Expected % of Expected Generation
January	5.0
February	5.9
March	8.8
April	9.8
May	11.1
June	11.3
July	11.1
August	10.5
September	8.9
October	7.5
November	5.6
December	4.5

MASTER POWER PURCHASE AND SALE AGREEMENT

COVER SHEET

This *Master Power Purchase and Sale Agreement* (“*Master Agreement*”) is made as of the following date: October 16, 2025 (“Effective Date”). The *Master Agreement*, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.3 hereto) shall be referred to as the “Agreement.” The Parties to this *Master Agreement* are the following:

Name (“**City of Roseville, California**” or “Party A”)

All Notices:

Street: 116 S. Grant Street

City: Roseville, CA Zip: 95678

Attn: Power Supply and Portfolio

Administrator

Phone: (916) 774-5510

Facsimile:

Email: powersupply@roseville.ca.us

Duns: 076119643

Federal Tax ID Number: 94-6000409

Invoices:

Attn: Settlements Administrator

Phone: (916) 746-1135

Facsimile:

Email: Settlements@roseville.ca.us

Scheduling:

Attn: N/A

Phone:

Facsimile:

Email: powersupply@roseville.ca.us

Name (“**Desert Breeze Solar, LLC**” or “Party B”)

All Notices:

Street: 437 Madison Avenue, Suite A

City: New York, NY Zip: 10022

Attn: Business Management

Phone: 646-829-3910

Facsimile: 646-829-3901

Duns:

Federal Tax ID Number:

Invoices:

Attn: Accounts Payable

Phone: 661-822-2458

Facsimile: 661-822-2401

Scheduling:

Attn: Operations 24/7 Desk

Phone: 661-822-2440 or 661-822-2441

Facsimile: 661-822-2401

Payments:

Attn: Settlements
Phone: (916) 746-1135
Facsimile:
Email: Settlements@roseville.ca.us

Payments:

Attn: Treasury Department
Phone: 646-829-3920
Facsimile: 646-829-3901

Wire Transfer:

BNK: U.S. Bank
ABA: 121122676
ACCT: 153499281092

Wire Transfer:

To be updated

Account of: City of Roseville– Concentration
Account

Credit and Collections:

Attn: Energy Risk Supervisor
Phone: (916) 746-1670
Facsimile:
Email: Settlements@roseville.ca.us

Credit and Collections:

Attn: Treasury Department
Phone: 646-829-3920
Facsimile: 646-829-3901

With additional Notices of an Event of Default
or Potential Event of Default to:

Attn: Electric Utility Director
Phone:
Facsimile:
Email: CRFaria@roseville.ca.us

With additional Notices of an Event of
Default or Potential Event of Default to:

Attn: General Counsel
Phone: 646-829-3908
Facsimile: 646-829-3901

The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tariff Tariff Not Applicable____ Dated _____ Docket Number _____

Party B Tariff Tariff _____ Dated _____ Docket Number _____

Article Two

Transaction Terms and
Conditions

☒ Optional provision in Section 2.4. If not checked,
inapplicable.

Article Four

Remedies for Failure
to Deliver or Receive

☐ Accelerated Payment of Damages. If not checked,
inapplicable.

Article Five

☐ Cross Default for Party A:

Events of Default; Remedies

- ☐ Party A:_____ Cross Default Amount
- ☐ Other Cross Default Amount \$_____
Entity:_____
- ☐ Cross Default for Party B:
- ☐ Party B:_____ Cross Default Amount \$_____
☐ Other Entity:_____ Cross Default Amount

5.6 Closeout Setoff

- ☒ Option A (Applicable if no other selection is made.)
- ☐ Option B
- ☐ Option C (No Setoff)

Article 8

Credit and Collateral
Requirements

8.1 Party A Credit Protection:

(a) Financial Information:

- ☐ Option A
- ☐ Option B Specify: _____
- ☒ Option C Specify: None

(b) Credit Assurances:

- ☒ Not Applicable
- ☐ Applicable

(c) Collateral Threshold:

- ☒ Not Applicable
- ☐ Applicable

If applicable, complete the following:

Party B Collateral Threshold: \$ _____; provided,
however, that Party B's Collateral Threshold shall be zero if
an Event of Default or Potential Event of Default with respect
to Party B has occurred and is continuing.

Party B Independent Amount: \$ _____

Party B Rounding Amount: \$ _____

(d) Downgrade Event:

- ☒ Not Applicable
☐ Applicable

If applicable, complete the following:

- ☐ It shall be a Downgrade Event for Party B if Party B's Credit Rating falls below _____ from S&P or _____ from Moody's or if Party B is not rated by either S&P or Moody's
- ☐ Other:
Specify: _____

(e) Guarantor for Party B: Not Applicable

Guarantee Amount: Not Applicable

8.2 Party B Credit Protection:

(a) Financial Information:

- ☒ Option A
☐ Option B Specify: _____
☐ Option C Specify: _____

(b) Credit Assurances:

- ☒ Not Applicable
☐ Applicable

(c) Collateral Threshold:

- ☒ Not Applicable
☐ Applicable

If applicable, complete the following:

Party A Collateral Threshold: \$ _____; provided, however, that Party A's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to Party A has occurred and is continuing.

Party A Independent Amount: \$ _____

Party A Rounding Amount: \$ _____

(d) Downgrade Event:

- ☒ Not Applicable
☐ Applicable

If applicable, complete the following:

- ☐ It shall be a Downgrade Event for Party A if Party A's Credit Rating falls below _____ from S&P or _____ from Moody's or if Party A is not rated by either S&P or Moody's
- ☐ Other:
Specify: _____

(e) Guarantor for Party A: Not Applicable _____

Guarantee Amount: Not Applicable _____

Article 10

Confidentiality

☒ Confidentiality
Applicable

If not checked, inapplicable.

Schedule M

- ☒ Party A is a Governmental Entity or Public Power System
☐ Party B is a Governmental Entity or Public Power System
☒ Add Section 3.6. If not checked, inapplicable
☐ Add Section 8.6. If not checked, inapplicable

Other Changes

- 1) In Section 1.3, insert the phrase "and, in the case of any such petition instituted or presented against it, that petition remains undismissed and unstayed for a period of ninety (90) days" at the end of clause "(i)".
- 2) In Section 1.12, (a) delete the word "issues" in the fourth line and replace it with "issuers" and (b) insert "and if such ratings are different, the lowest of such ratings shall apply" after the word "Sheet" in the last line.
- 3) Section 1.23 "Force Majeure" shall be deleted in its entirety and replaced with the following:

"Force Majeure" means any cause or event beyond the reasonable control of the affected Party and not due to the negligence of the Party affected, and which could not have been avoided by due diligence and use of reasonable

efforts, including but not limited to (but only to the extent that the following examples satisfy the foregoing requirements): (a) acts of God or the elements, such as extreme weather conditions, droughts, volcanic eruptions, lightning, floods, ice storms, tornadoes, landslides or mudslides, earthquakes, or epidemic or pandemic, (b) fires, explosions, accidents, and (c) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism, vandalism, sabotage, blockades, embargoes, and industry-wide strikes.

Notwithstanding anything to the contrary in the foregoing, the following shall not constitute Force Majeure: (a) lack of finances; or (b) breakage or malfunction of equipment (except to the extent that such failure was caused by an event that would otherwise satisfy the definition of a Force Majeure event as defined above); or (c) changes in governmental approvals or the conditions imposed thereunder or the failure to grant or renew such governmental approvals. If the Claiming Party is a Governmental Entity or Public Power System, Force Majeure does not include any action taken by the Governmental Entity or Public Power System in its governmental capacity."

- 4) In Section 1.27, delete the word "transferable" in the first line and insert the following after the last sentence:

"The value of the Letter of Credit shall be its principal amount (the "Value"), provided that if the Letter of Credit expires within thirty days after the date its Value is being determined, its Value shall be zero.

Notwithstanding Article 8, the Secured Party need not return a Letter of Credit unless the entire principal amount is required to be returned. If a Party has delivered more than one form of Performance Assurance to the Secured Party, when a return of Performance Assurance is to be made, the Secured Party may elect which form to transfer."

- 5) In Section 1.50, delete the reference to "Section 2.4" and replace it with "Section 2.5".
- 6) In Section 1.51, delete the phrase "at Buyer's option," from the fifth line, and replace with, "absent a purchase."

- 7) In Section 1.53, delete the words “at Seller’s option,” from the fifth line, and replace with, “absent a sale.”
- 8) In Section 2.1, delete the first sentence in its entirety and replace it with the following: “A Transaction, or an amendment, modification or supplement thereto, shall be entered into only upon a writing signed by both Parties, provided that signatures of the Parties transmitted by electronic transmission shall be deemed to be original signatures.”
- 9) In Section 2.3, delete the section in its entirety and replace it with the following:

“No Oral Agreements or Modifications. Notwithstanding anything to the contrary in this Master Agreement, the Master Agreement and any and all Transactions may not be orally amended or modified. A Transaction shall be entered into only when it is confirmed in writing in a Confirmation Letter agreed to and signed by both Parties.”
- 10) In Section 2.4, delete “either orally or” after “agreed to” in the 7th line.
- 11) In Section 2.5, (a) insert the phrase “the scheduling and trading representatives of” immediately prior to the phrase “the Parties” in the third line, and (b) add the following sentence to the end: “To the extent that one Party records telephone conversations (the "Recording Party") and the other Party does not (the "Non-Recording Party"), the Recording Party shall, in the event of any dispute, make a complete and unedited copy of the Recording Party’s tape(s) of all conversations with the Non-Recording Party’s personnel relating to the relevant dispute available to the Non-Recording Party.”.
- 12) Add the following to the end of Section 3.3:

"If a Force Majeure event has occurred that has caused a Party (the “Claiming Party”) to claim and receive relief from the performance of a material portion of the obligations of the Claiming Party hereunder for a consecutive eighteen (18) months after the date that the Claiming Party first claimed relief under this Agreement as a result of such Force Majeure event, then this Agreement may be terminated by the non-Claiming Party

with no further obligation of either Party to the other Party (other than for payment obligations that were accrued and payable at the time of termination) if such Force Majeure event is continuing."

- 13) In Section 5.1(a), change "three (3) Business Days" to "five (5) Business Days".
- 14) In Section 5.1(b), insert the phrase "and such Party does not fully mitigate the adverse consequences of such false or misleading representation or warranty to the other Party within thirty (30) days after written notice thereof" after the word "repeated" in the last line.
- 15) In Section 5.1(c), change "three (3) Business Days" to "thirty (30) days".
- 16) In Section 5.1(e), insert the phrase "if such failure is not remedied within five (5) Business Days after written notice thereof" after the word "hereof" in the last line.
- 17) In Section 5.1(h)(v), add "made in connection with this Agreement" after "any guaranty".
- 18) Section 5 Declaration of an Early Termination Date und Calculation or Settlement Amount.

Section 5.2, 5.3, 5.4, and 5.5 shall be deleted in their entirety and replaced with the following:

5.2 Declaration of Early Termination Date and Calculation of Settlement Amounts: If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party ("Non-Defaulting Party") shall have the right to (i) designate a day, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties and to liquidate and terminate all, but not less than all, Transactions (each referred to as a "Terminated Transaction") between the Parties, (ii) withhold any payments due to the Defaulting Party under this Agreement and (iii) suspend performance. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for each such Terminated Transaction as of the Early Termination Date.

Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product; information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages. The Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount.

5.3 Net Out of Settlement Amounts. The Non-Defaulting Party shall aggregate all Settlement Amounts into a single amount by: netting out (a) all Settlement Amounts that are due to the Defaulting Party, plus, at the option of the Non-Defaulting Party, any cash or other form of security then available to the Non-Defaulting Party pursuant to Article Eight, plus any or all other amounts due to the Defaulting Party under this Agreement against (b) all Settlement Amounts that are due to the Non-Defaulting Party, plus any or all other amounts due to the Non-Defaulting Party under this Agreement, so that all such amounts shall be netted out to a single liquidated amount (the "Termination Payment"). If the Non-Defaulting Party's aggregate Gains, on the one hand, exceed its aggregate Losses and Costs, if any, on the other hand, resulting from the termination of this Agreement, then the net Settlement Amount shall be zero dollars (\$0).

5.4 Notice of Payment of Termination Payment. As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment due to the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment shall be made to the Non-Defaulting Party, as applicable, within two (2) Business Days after such notice is effective.

5.5 Disputes With Respect to Termination Payment. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party

a detailed written explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first transfer Performance Assurance to the Non-Defaulting Party in an amount equal to the Termination Payment."

- 19) In Section 5.7, (a) delete the phrase "(a)" in the first sentence and (b) delete the following phrase in the first sentence "or (b) a Potential Event of Default".
- 20) In Section 6.3, delete "two (2)" in the fifth sentence and replace it with "five (5)"
- 21) In Section 8.1(a), delete the word "audited" in line three of Option A and replace it with the word "un-audited".
- 22) In Section 10.2(viii), add the following after "doing," in the 7th line:

"nor is it relying on any unique or special expertise of the other Party and it is not in any special relationship of trust or confidence with respect to the other Party,"
- 23) Section 10.2(ix) shall be deleted in its entirety and replaced with the following:

"Each party acknowledges and agrees that (i) certain transaction(s) hereunder constitute a "forward contract" providing a "contractual right" within the meaning of such terms under Title 11 of the United States Code, as amended (the "Bankruptcy Code"); (ii) it is a "forward contract merchant" within the meaning of the Bankruptcy Code with respect to any transaction that constitutes a "forward contract," (iii) all payments made or to be made by one party to the other party pursuant to this contract constitute a "settlement payment" within the meaning of the Bankruptcy Code; (iv) all transfers of adequate assurance, prepayment or similar performance assurance by one party to the other party under this contract constitute a "margin payment" within the meaning of the Bankruptcy Codes; (v) each party shall have the "contractual right" to terminate, liquidate, accelerate, or offset the transaction as a "master netting agreement participant" within the meaning of the Bankruptcy Code; and (vi) the parties are entities entitled to the rights under, and protections afforded by, Sections

362, 546, 553, 556, 560, 561 and 562 of the Bankruptcy Code.”

- 24) In Section 10.6, change “NEW YORK” to “CALIFORNIA”.
- 25) In Section 10.8, (a) delete the following “Except to the extent herein provided for” and (b) add the following to the end thereof:
- “Each Party authorizes the other Party to affix an ink or digital stamp of its signature to any Confirmation and agrees to be bound by a document executed in such a manner. This Master Agreement may be signed in any number of counterparts with the same effect as if the signatures to counterparty were upon a single instrument. Delivery of an executed signature page of this Master Agreement and any Confirmation by facsimile or electronic mail transmission shall be effective as delivery of a manually executed signature page.”
- 26) In Section 10.9, insert the words “copies of” after the word “examine”.
- 27) In Section 10.11,
- (a) add the phrase “Affiliates, actual or potential provider of debt, equity or tax equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Project, contractors” immediately prior to the phrase “counsel, accountants, or advisors” in line four.
 - (b) add the following at the end of the last sentence: “Party A and Party B acknowledge and agree that this Agreement is subject to the requirements of the California Public Records Act (Government Code Section 7920 et seq.). The Parties may submit information that is protected from disclosure pursuant to an exemption to the California Public Records Act. In order to designate information as confidential, the disclosing party must clearly stamp or otherwise identify the specific portion of the material designated with the word “Confidential”. Upon request or demand of any third person or entity not a party to this Agreement (“Requestor”) for production, inspection

and/or copying of information designated by a Party as confidential information (such designated information, the “Confidential Information” and the disclosing Party, the “Disclosing Party”), the Party receiving such request (the “Receiving Party”) as soon as practical, shall notify the Disclosing Party that such request has been made as specified in the Cover Sheet so that Disclosing Party, at its sole expense, may seek an appropriate protective order or other appropriate remedy. If the Disclosing Party takes no such action after receiving the foregoing notice from the Receiving Party, then the Receiving Party shall be permitted to comply with the Requestor’s demand and is not required to defend against it. The Parties will agree upon the information in this Confirmation to be designated as confidential and will prepare a redacted version of this Confirmation.”

28) The following Mobile-Sierra clause shall be added as Section 10.12:

10.12 Standard of Review/Modifications.

(a) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver in the next paragraph below is unenforceable or ineffective as to such Party), a non-party or FERC acting *sua sponte*, shall be the ‘public interest’ standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956), and clarified by Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish 554 U.S. 527 (2008).

(b) Notwithstanding any provision of Agreement, and absent the prior written agreement of the Parties, each Party, to the fullest extent permitted by Applicable Laws, for itself and its respective successors and assigns, hereby also expressly and irrevocably waives any rights it can or may have, now or in the future,

whether under Sections 205, 206, or 306 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation, supporting a third party seeking to obtain or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any Section of this Agreement specifying any rate or other material economic terms and conditions agreed to by the Parties.

29) The following shall be added as Section 10.13:

Section 10.13 Imaged Agreement. Any fully executed Agreement, Confirmation or other related document, or recording may be scanned and stored electronically, or stored on computer tapes and disks, as may be practicable (the “Imaged Agreement”). The Imaged Agreement, if introduced as evidence on paper, the Confirmation if introduced as evidence in automated facsimile form, any recording, if introduced as evidence in its original form and as transcribed onto paper, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of any Imaged Agreement (or photocopies of the transcription of such Imaged Agreement) on the basis that such were not originated or maintained in documentary form under either the hearsay rule, the best evidence rule or other rule of evidence. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

30) Modifications to Schedule M (Governmental Entity of Public Power Systems):

(a) Part A of Schedule M is amended by:

(i) inserting the following definition for the term “Act’s”:

““Act” means Constitution of the State of California, the California statute(s), charter and municipal ordinances under which Party B was created, organized and authorized to enter into this Master Agreement and each Transaction thereunder.”

- (b) Part C of Schedule M is amended by inserting the phrase “and to the extent applicable,” after the word “limitation” in clause (i) in the seventh line.
- (c) Section 3.4 of Part D of Schedule M is amended by (a) deleting “(i)” from the fourth line; and (b) by deleting sub-section (ii) in its entirety.
- (d) Section 3.6 of Part E of Schedule M amended by deleting the portion of that provision following the semicolon on the eighth line thereof and inserting the following in its place:

“any breach of clause (ii) of this provision shall be deemed to have arisen during a fiscal period of Government Entity or Public Power System for which such budgetary approval or certification of its obligations under this Master Agreement is in effect and, notwithstanding anything to the contrary in Article Four, an Early Termination Date shall automatically and without further notice occur hereunder as of such date wherein Governmental Entity or Public Power System shall be treated as the Defaulting Party. Governmental Entity or Public Power System shall have allocated amounts to its electric department’s fund that are adequate to cover Public Power System’s payment obligations hereunder throughout the entire Delivery Period.”

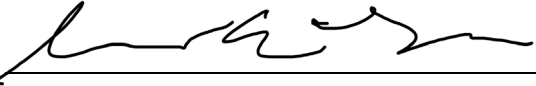
- (e) Part G of Schedule M is deleted in its entirety, and the phrase “[intentionally deleted]” is inserted in its place.

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the date first above written.

Party A: City of Roseville, California

Party B: Desert Breeze Solar, LLC

By: _____

By:  _____

Name: _____

Name: Gustavo E. Luna

Title: _____

Title: Chief Marketing Officer

Title:	Commercial Corridors Incentive Programs Implementation
Contact:	Gina McColl 916-774-5452 gmccoll@roseville.ca.us

SUMMARY

Staff recommends approval of a Commercial Corridors Development Impact Fee Credit Program and a Commercial Corridors Façade and Frontage Improvement Rebate Program to incentivize investment and development along the corridors. Commercial Corridors include Douglas-Harding, Douglas-Sunrise, and Atlantic Street. Funding for the programs will come from remaining resources in the Corridor Planning Project in the General Fund, which has a remaining balance of approximately \$1.01 million.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt a resolution authorizing staff to proceed with implementation of the Commercial Corridors Development Impact Fee Credit Program; and
2. Adopt a resolution authorizing staff to proceed with implementation of the Commercial Corridors Façade and Frontage Improvement Rebate Program; and
3. Authorize the City Manager to execute any and all documents necessary to effectuate the implementation of the Commercial Corridors Development Impact Fee Credit Program and the Commercial Corridors Façade and Frontage Improvement Rebate Program.

BACKGROUND

In December 2022, the Roseville City Council approved three new specific plans, the Douglas-Harding, Douglas-Sunrise, and Atlantic Street Specific Plans, also known as the Commercial Corridors Specific Plans. The purpose of this specific plan effort was to facilitate commercial reinvestment and redevelopment, housing, and streetscape beautification in the City's aging commercial corridors. The specific plans allowed for multi-family development in the commercial zones and analyzed utility capacity for up to 850 multi-family residential units across the three plan areas, in addition to creating a unified vision for redevelopment of the original commercial areas of the city.

The preparation of the specific plans was funded by a Sacramento Area Council of Governments (SACOG) Regional Early Action Planning (REAP) grant and the General Fund. Following adoption of the specific plans, approximately \$1.01 million remains of the \$1.2 million of General Fund resources invested in the Corridor Planning Project. Following approval of the specific plans, the Economic Development and Development Services departments partnered to identify feasible uses of the remaining funds and evaluate factors impacting reinvestment in the Commercial Corridors specific plan areas. Through this process, staff vetted programs, marketing opportunities, and the use of available funding to catalyze redevelopment for Council consideration.

As part of this effort, Development Services utilized a portion of the remaining grant funds to prepare conceptual plans and renderings showing the development potential of various opportunity sites within the plan areas. These plans will be used for marketing purposes and can also assist in offsetting early-stage planning costs for developers.

Complementing these efforts, Economic Development directed additional funds toward the preparation of two targeted studies, as summarized below. Both studies were focused on the Douglas-Harding and Douglas-Sunrise corridors as these areas provide the most opportunity.

- Residential Economic Feasibility Study (RSG, June 2024) A robust analysis of the residential market in the specific plans was prepared to identify market capture opportunities, the types of housing opportunities which would best fill those market capture areas, and identify strategies that will attract residential (or mixed-use) developers. As a result of the feasibility study, it was determined that these corridors are not likely to see new housing for 10–15 years, without incentives. Factors contributing to slow growth include high land and construction costs, high interest rates, and lack of available sites. The recommendation for incentives is subsidies for affordable housing and programs that reduce development fees.
- Retail Market Analysis & Retail Recruitment Services report (July 2024) An analysis of the Douglas-Harding and Douglas-Sunrise existing retail market, identification of future retail opportunities, a targeted list of retailers, and recommended marketing incentives. The Retail Market Analysis study found that the area needs aesthetic improvements to attract new retail. Nevertheless, the retail trade area is large, beyond a 5-mile radius and includes over 550,000 people and has the potential to attract additional retail. Food Service shows the highest potential with an approximately \$126M leakage with approximately \$113M growth potential by 2029. In order to take advantage of these market opportunities, the recommended actions to encourage reinvestment include educating and engaging property owners and brokers, targeting attraction efforts (especially for new restaurants), reducing impact fees, and offering streamlined communication with the city.

Both studies found that the cost of development is the biggest factor impacting redevelopment.

EVALUATION

Based on the recommendations from the two studies, Economic Development and Development Services are recommending two new programs to help offset the costs of redevelopment in these targeted areas, including a Development Impact Fee Credit Program and a Façade and Frontage Rebate Program.

Development Impact Fee Credit Program

The goal of the Development Impact Fee Credit program is to reduce the overall project costs and attract redevelopment to the Commercial Corridors. Ultimately, enhancing economic vitality, adding square footage, introducing a mix of use types consistent with the specific plans, creating attractive and inviting property frontages/streetscape, spurring other redevelopment projects, and enhancing the overall quality of life for residents and businesses within these areas. The fee credit program would assist in offsetting City-controlled impact fees for projects found to be consistent with the specific plans.

As funds for the program are limited, the program will focus on targeting larger catalyst projects. Parameters for the Development Impact Fee Credit program are attached and summarized below:

- Eligible projects can include residential, mixed-use, or destination/pedestrian-oriented commercial development on vacant or underutilized Community Commercial (CC) zoned sites within the Douglas-Harding or Douglas-Sunrise specific plans.
- Projects shall demonstrate compliance with the specific plans, demonstrate they will enhance economic vitality (e.g., via job creation, sales tax generation, redevelopment of underutilized sites, or by a significant reinvestment) or they will promote mixed-use or multi-family housing.
- Projects meeting the program requirements are eligible for up to \$500K fee credit on City-controlled fees, not to exceed 2% of the overall project cost. Applicants shall demonstrate a minimum of 25% private investment into the project.

Façade and Frontage Rebate Program

The goal of the Façade and Frontage Rebate Program is to help offset fees associated with improvements to building façades and property frontages. This program is intended to incentivize individual tenants or commercial properties committed to enhancing aging properties or streetscapes.

The Façade and Frontage Rebate Program would be modeled after the existing Downtown Façade Program, except the eligible rebate would increase from \$10,000 to \$20,000 to account for the larger property frontages found in the Commercial Corridors areas. Consistent with the existing Downtown program, the Commercial Corridors Façade and Frontage Rebate Program could provide a reimbursement for permit fees (up to \$1,000) and the cost of materials for exterior improvements. Labor costs are excluded from the list of eligible reimbursable costs. Properties located on a Community Commercial (CC) zoned site would be eligible to apply. Additionally, projects will need to demonstrate consistency with the applicable specific plan design guidelines to be eligible for a rebate.

Both programs will be funded from the remaining \$1.01 million in the Corridor Planning Project budget. Staff is proposing the majority of the funds go towards the Development Impact Fee Credit Program and the remaining amount go towards the Façade and Frontage Rebate Program. Funds for these programs will initially be prioritized for projects located within the Douglas-Harding or Douglas-Sunrise specific plans.

ADDITIONAL EFFORTS AND PROGRAMS TO LEVERAGE

Although not included in tonight's formal recommendations, additional City programs and efforts have been identified for potential alignment with the proposed initiatives to further enhance incentives and support redevelopment within the Commercial Corridors, including:

1. Marketing & Outreach:

- a. A dedicated website showcasing the Commercial Corridors' advantages, incentives, and opportunity sites roseville.ca.us/corridors.
- b. Targeted outreach to property owners, brokers, developers, and businesses.
- c. Promoting corridor opportunities through participation in industry conferences.

2. Infill Team Coordination:

- a. Free Infill Team meetings for potential developers to bring together development review departments early in the design phase to identify issues and streamline processes.

3. Other Development Incentives:

- a. Projects in the Commercial Corridors could also utilize the City's existing Fee Deferral Program and Extended Fee Deferral for Affordable Housing to support project financing.
- b. A citywide traffic zone and fee study is underway, with Council review anticipated in December 2025. The update may result in reduced traffic fees for redevelopment within the Commercial Corridors.

4. Affordable Housing Funding:

- a. Notices of Funding Availabilities (NOFAs) for Community Development Block Grant (CDBG) funds and the Local Housing Trust Funds will prioritize affordable housing in the Commercial Corridors.

5. Environmental Utilities:

- a. Developing a prioritized Capital Improvement Project (CIP) list that includes upgrades to Water Infrastructure in the Commercial Corridors.
- b. Sewer improvements are underway in the Commercial Corridors, with completion expected within four years.
- c. Projects in the Commercial Corridors could take advantage of rebate offers for commercial landscape conversion and irrigation upgrades, which can also be paired with the Façade and Frontage Rebate Program for added savings.

6. Roseville Electric:

- a. Business and property owners in the Commercial Corridors will be eligible to take advantage of a package of energy efficiency incentives tailored for small and medium businesses with enhanced rebate levels, making energy upgrades more cost-effective, which can also be paired with the Façade and Frontage Rebate Program for added savings.

The proposed incentives represent a strong starting point for promoting activity along our commercial corridors. Staff are optimistic that these efforts will help spark interest in these key areas, drawing attention to their potential as vibrant, thriving centers of community and commerce. Ongoing, staff will continue to seek opportunities and strategies that stimulate and support investment consistent with the vision of the commercial corridor plan areas.

FISCAL IMPACT

Funding for the programs will come from remaining resources in the Corridor Planning Project in the General Fund, which has a remaining balance of approximately \$1.01 million.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061 (b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,
Gina McColl, Economic Development Analyst

Melissa Anguiano, Economic Development Director

ATTACHMENTS:

1. Resolution 25-333
2. Impact Fee Credit Program draft (004)
3. Resolution 25-334
4. Facade and Frontage Improvement Rebate
5. Retail Analysis
6. Residential Economic Study

REVIEWERS:

Gina McColl, Economic Development Department	Created/Initiated - 9/24/2025
Cary Camilleri, Economic Development Department	Approved - 9/24/2025
Melissa Anguiano, Economic Development Department	Approved - 9/26/2025
Gretchen Hakala, City Attorney Department	Approved - 10/3/2025
Katrina Six, City Clerk Department	Approved - 10/3/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 10/6/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/6/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/7/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/7/2025
Katrina Six, City Clerk Department	Final Approval - 10/7/2025

RESOLUTION NO. 25-333

APPROVING THE COMMERCIAL CORRIDORS DEVELOPMENT IMPACT
FEE CREDIT PROGRAM

WHEREAS, in December 2022, the Roseville City Council approved three new specific plans, the Douglas-Harding, Douglas-Sunrise, and Atlantic Street Specific Plans, also known as the Commercial Corridors Specific Plans; and

WHEREAS, the purpose of this specific plan effort was to facilitate commercial reinvestment and redevelopment, housing, and streetscape beautification in the City's aging commercial corridors; and

WHEREAS, the preparation of the specific plans was funded by a Sacramento Area Council of Governments (SACOG) Regional Early Action Planning (REAP) grant and the General fund; and

WHEREAS, following adoption of the specific plans, approximately \$1.01M remained in the Commercial Corridors specific plan accounts; and

WHEREAS, following approval of the specific plans, staff looked to identify feasible uses of the remaining funds and evaluate factors impacting reinvestment in the Commercial Corridors specific plan areas; and

WHEREAS, staff utilized a portion of the remaining grant funds to prepare conceptual plans and renderings showing the development potential of various opportunity sites within the plan areas and funded the preparation of two targeted studies focused on the Douglas-Harding and Douglas-Sunrise corridors as these areas provide the most opportunity; and

WHEREAS, both studies found that the cost of development is the biggest factor impacting redevelopment; and

WHEREAS, based on the recommendations from the two studies, staff is recommending two new programs to help offset the costs of redevelopment in these targeted areas; and

WHEREAS, the Development Impact Fee Credit Program will reduce the overall project costs to attract redevelopment to the Commercial Corridors with the goal of enhancing economic vitality, adding square footage, introducing a mix of use types consistent with the specific plans, creating attractive and inviting property frontages/streetscape, spurring other redevelopment projects, and enhancing the overall quality of life for residents and businesses within these areas; and

WHEREAS, the Development Impact Fee Credit Program will assist in offsetting city-controlled impact fees for projects found to be consistent with the specific plans.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the implementation of the Commercial Corridors Development Impact Fee Credit Program is hereby approved and that the City Manager is authorized to execute any and all documents necessary to effectuate the implementation of the Program.

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

DRAFT Commercial Corridors - Impact Fee Credit Program

Purpose:

Encourage redevelopment within the Douglas-Harding and Douglas-Sunrise Commercial Corridor Specific Plans, the City of Roseville established a program to offset development impact fee costs for catalyst projects. This initiative helps reduce the overall financial burden on developers while stimulating reinvestment in these key areas.

Goals of program:

Encourage redevelopment of properties in the Commercial Corridors area to enhance economic vitality, add square footage, introduce a mix of use types consistent with the specific plans, create an attractive and inviting streetscape, spur other redevelopment projects, and enhance the overall quality of life for residents and businesses.

Project Eligibility: Redevelopment projects and development of vacant or underutilized Community Commercial (CC) zoned property within the Douglas-Harding and Douglas-Sunrise specific plan areas that demonstrate a reinvestment may be eligible for development impact fee credits. Projects shall demonstrate compliance with the program goals and meet the following parameters.

- 1) Location:
 - a) Projects shall be located in the Douglas-Harding or Douglas-Sunrise specific plan area and be located on a Community Commercial (CC) zoned parcel; and
 - b) Projects shall be located on a vacant or underutilized site. An underutilized property is one which has not been developed to its maximum potential with a floor area ratio (FAR) of under (30%). Such properties may either include some developed area and some area that remains undeveloped or may be developed with a building and improvements that are not heavily used (such as large parking lots that typically have few parked cars).
- 2) Project Type:
 - a) Residential or mixed-use development that includes a minimum of 10 residential units; or
 - b) Destination- or pedestrian-oriented commercial development. Such uses activate the community and encourage patrons to stay and enjoy other locations within the immediate area. Excluded uses include fuel stations and drive-thru restaurants.
- 3) Compliance with specific plan:
 - a) Project shall demonstrate compliance with the applicable specific plan and meet the design guideline criteria identified within the plan area; and
 - b) Project shall include principally permitted use types.
- 4) Project Goals: projects shall also meet one of the following goals:
 - a) Enhance economic vitality and encourage reinvestment
 - i) Job Creation/Retention: Projects shall create or retain at least 5 FTE jobs paid at least 100% of the current County annual average wage. ([see U.S. Bureau of Labor Statistics for annual wage](#)); or

- ii) Sales Tax: The project is anticipated to generate at least \$1 million in annual taxable sales; or
 - iii) Commercial Reinvestment and Redevelopment: Projects shall update, repair, improve, and redevelop existing buildings and underutilized sites. Projects shall improve a minimum of 25% of the property, which can include structures and site improvements; or
 - iv) Significant reinvestment: Projects that are highly visible, include over 20,000 square feet of commercial, 50 residential units, 50 new jobs, and/or are over an acre of size are considered to be significant and will be given priority.
- b) Promote mixed-use development and housing:
- i) Mixed-Use Development: Projects that incorporate a mix of commercial and residential uses to create vibrant, walkable environments will be prioritized. Mixed use developments shall provide a density of a minimum of 25 housing units per acre and provide adequate square footage to support commercial uses that are neighborhood serving; or
 - ii) Housing Opportunities: Projects should provide diverse housing options including multifamily and affordable housing development consistent with the specific plan, at densities of a minimum of 25 housing units per acre. Projects that provide a minimum of 20% of the units as affordable shall be prioritized.

Eligible impact fee reduction:

Projects meeting the eligibility criteria listed above may be eligible for a reduction (e.g. credit) in certain city-controlled development impact fees. Applicants must demonstrate at least 25% private investment of the total project cost. The total amount of fee credits can not exceed 2% of the calculated overall project cost. Additionally, project credits cannot exceed \$500,000. Credits will also be limited to the city's fund balance for fee credits and cannot be combined with the Facade Rebate program.

City-controlled impact fees eligible for a credit may include, and but are not limited to:

- Fire Service Construction Tax
- Public Facilities Fee
- Local Sewer Connection Fee
- Sewer Special Benefit Area
- Water Connection Fees Domestic
- Water Connection Fees Irrigation

- Water Pressure Zone
- Traffic Mitigation Fee
- Solid Waste Fee
- Electric Backbone Fee
- Air Quality Program Fees

Eligible fees and credit amount will be determined through the application review process.

Development impact fee credit process:

Following approval of the planning entitlement, and at building permit application acceptance, submit a request for a Commercial Corridors development fee impact credit application.

Applications will be reviewed concurrently with the building permit application. Projects approved for a fee credit will receive a fee estimate showing the approved fee credits. Approved fee credits will automatically be generated as part of the building permit invoicing.

RESOLUTION NO. 25-334

APPROVING THE COMMERCIAL CORRIDORS FAÇADE AND FRONTAGE
IMPROVEMENT REBATE PROGRAM

WHEREAS, in December 2022, the Roseville City Council approved three new specific plans, the Douglas-Harding, Douglas-Sunrise, and Atlantic Street Specific Plans, also known as the Commercial Corridors Specific Plans; and

WHEREAS, the purpose of this specific plan effort was to facilitate commercial reinvestment and redevelopment, housing, and streetscape beautification in the City's aging commercial corridors; and

WHEREAS, the preparation of the specific plans was funded by a Sacramento Area Council of Governments (SACOG) Regional Early Action Planning (REAP) grant and the General fund; and

WHEREAS, following adoption of the specific plans, approximately \$1.01M remained in the Commercial Corridors specific plan accounts; and

WHEREAS, following approval of the specific plans, staff looked to identify feasible uses of the remaining funds and evaluate factors impacting reinvestment in the Commercial Corridors specific plan areas; and

WHEREAS, staff utilized a portion of the remaining grant funds to prepare conceptual plans and renderings showing the development potential of various opportunity sites within the plan areas and funded the preparation of two targeted studies focused on the Douglas-Harding and Douglas-Sunrise corridors as these areas provide the most opportunity; and

WHEREAS, both studies found that the cost of development is the biggest factor impacting redevelopment; and

WHEREAS, based on the recommendations from the two studies, staff is recommending two new programs to help offset the costs of redevelopment in these targeted areas; and

WHEREAS, the Façade and Frontage Improvement Rebate Program is to help offset fees associated with improvements to building facades and property frontages that is intended to incentivize individual tenants or commercial properties committed to enhancing aging properties or streetscapes; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the implementation of the Commercial Corridors Façade and Frontage Improvement Rebate Program is hereby approved and that the City Manager is authorized to execute any and all documents necessary to effectuate the implementation of the Program.

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

DRAFT Façade and Frontage Improvement Rebate Program

Purpose: The Commercial Corridors Façade and Frontage Improvement Rebate program is intended to incentivize individual tenants or commercial properties committed to enhancing aging properties or streetscapes.

Project Area: The project area includes Community Commercial (CC) zoned sites within the Douglas-Harding or Douglas-Sunrise specific plans.

Eligible Projects: To qualify for consideration, project shall include upgrades to the exterior façade of an existing building and/or upgrades to existing landscaping along the property frontage to add value to the location. The Façade and Frontage Improvement Rebate program provides a minimum of \$1,000 and a maximum of \$20,000 rebate per project, with a maximum of up to \$1,000.00 to go towards the cost of City of Roseville permit fees. Eligible projects can receive a rebate for the following materials including, but not limited to signs, awnings, windows/doors, paint, lighting, stucco, siding, tile, and landscaping materials (e.g. fencing, planters, trees, bushes, pavers, etc.).

Items not eligible for a rebate include, but are not limited to construction, labor, or installation costs, design work, already completed projects, interior tenant improvement projects, business related equipment and supplies, and residential properties.

Rebates will also be limited to the city's fund balance for rebate program.

Application Review and Rebate Issuance: Applications will be reviewed concurrently with the required building permit application (in cases where a building permit is not required, applications will be reviewed with the Planning entitlement). All applications will be reviewed by the city to ensure the project complies with the applicable specific plan design guidelines. Projects will be selected based on those anticipated to provide the greatest public benefit to the Commercial Corridors. Receipts are required for all rebate requests. Rebates will be issued after project completion/final inspection and following the review of the project receipts. Additionally, rebates will be limited to the city's fund balance for the rebate program.

Executive Summary: Commercial Corridors Retail Market Analysis

Prepared for:

City of Roseville, CA
Economic Development Department
% Gina McColl
Economic Development Analyst II

Prepared by:

The Retail Coach, LLC
Charles Parker
Project Director

Selected by the City of Roseville, The Retail Coach executed a Retail Market Analysis of the areas designated by the Douglas-Harding and Douglas-Sunrise Specific Plans. Below is an Executive Summary of Findings and Recommendations that can be found in the Commercial Corridors Retail Market Study. In addition to the Study Report, all data reports and source files referenced in the Study have also been submitted.

Key Findings

While the Douglas-Harding and Douglas-Sunrise Corridors are anchored by national tenants - as well as being adjacent to additional strong retail destinations - the area is showing signs of age and certain properties are not currently meeting their highest and best use. As the long-time “front door” to Roseville, these corridors are well established and built out, leaving little opportunity for new development. Thus, efforts should be focused on improving existing shopping centers and redevelopment of other properties to present new opportunities to attract additional retailers and restaurants to the area.

1. Real Estate Metrics Competitive in Greater Market

When compared to other retail districts in the immediate area, the two Douglas Commercial Corridors may seem to be in poor condition. However, they are right in line with the greater Sacramento Retail Market as a whole. Vacancy Rates, Market Asking Prices, and Cap Rates are all very similar to the overall market - even if they are slightly different than the Roseville/Rocklin submarket.

2. Properties in Need of Updating / Redevelopment

With the exception of the TJMaxx Plaza, the shopping centers and other commercial properties in the Commercial Corridors are visibly dated and have lacked owner investment. The lack of upkeep is a possible explanation for the wide range in tenant mix, from high end grocery stores and retail to discount merchandisers, independent businesses, and thrift stores.

3. Leakage Shows Need for Food Service and Drinking Places

Despite an overall retail surplus within a 5 mile radius, several subcategories of Food and Drinking Places are experiencing leakage. This suggests that there is opportunity

for new restaurants of all categories to be recruited to Roseville. Compared to other sectors in the trade area, there appears to be a lack of dining options. Other categories with large surplus indicate the overall strength of the Roseville retail market and its ability to draw consumers from well beyond the immediate area.

4. *The Commercial Corridors are a Regional Draw*

In addition to leakage numbers, mobile location data highlights the regional draw of the Douglas-Harding and Douglas-Sunrise Corridors. Two-thirds of the unique visitors to Trader Joes in Roseville Square come from 5+ miles away. Nearly half of the visitors to the Hobby Lobby come from 5+ miles away. Mobile location mapping of existing locations in the Commercial Corridors indicate an actual Retail Trade Area of over 550,000 people.

5. *Strong Consumer Segments in the Primary Trade Area*

A review of ESRI Tapestry Data reveals characteristics in the local consumer population that are desirable to retailers and restaurants. The biggest segment (Boomburbs) is part of the most affluent groups and is made up of young professionals and their families that are trading-up to distinguished neighborhoods. This group, along with Home Improvement and Bright Young Professionals (the precursor to Boomburbs), spend above average on retail and restaurant categories and can be used as an attraction point for new commercial development.

SWOT Analysis

Strengths

Douglas Boulevard is a well established corridor and main east-west artery through the City. This provides good visibility and traffic counts, which led to the site selection of strong national retailers such as Trader Joes, The Home Depot, Ross, and Hobby Lobby. Additionally, the access to residential neighborhoods with elevated income levels creates a very desirable destination for brands. Despite not being within the Specific Plan, the Walmart and Target shopping centers - also looking to take advantage of the demographics - help with attracting new investment to the Douglas-Harding and Douglas-Sunrise Corridors.

Weaknesses

The overall age of the main shopping centers and retail spaces - and lack of aesthetic upkeep - is the main weakness of the area. Due to historic high-tier tenanting and demographic profile, it was likely that property owners did not need to invest much in their properties to attract new tenants. As time went on and shopping centers were parceled off and sold, an environment of disjointed ownership has been created. This will make it harder for improvements at scale and requires a higher level of collaboration and “buy-in” due to multiple owners. Additionally, these areas are essentially built out, leaving only space for redevelopment - something not all developers or tenants are interested in.

Opportunities

During times of inflated construction costs and high interest rates, second- and third-generation shopping centers become more attractive. They are generally located on strong retail sites and present an alternative to ground up construction. These points all hold true for the shopping centers in the Douglas Corridors. Additionally, there are a collection of similar use properties (i.e., auto/repair) along the frontage of Douglas that are prime candidates for redevelopment. Combined with the potential residential sites identified in the recent housing study, these properties present new opportunities to bring in modern mixed-use projects that would create the type of retail space that does not currently exist in this area.

Threats

The biggest threat to the Douglas-Sunrise and Douglas-Harding Corridors is the continued success of the Galleria area and the Roseville Bypass Corridor. Douglas Boulevard is less than three miles from the Galleria and adjacent retail centers, excluding most brands from having a location in both retail nodes. Having the competitive edge on many fronts (age, co-tenants, expansion potential, etc...) the Galleria is the alternative to the Douglas Corridors that must be overcome to attract new investment. This threat is heightened by the unknown future of some of the current anchors along Douglas Boulevard. Lastly, inaccurate perceptions held by developers on issues such as drive-thru requirements places these Corridors at risk for being passed over for new projects.

Recruitment Recommendations

1. Streamline Communication

Creating a designated main point of contact(s) for retail and restaurant discussions can play a role in streamlining communications and building solid relationships with site selectors. This provides confidence for those looking to do projects in the city by knowing they have someone they can call who assists them, and do not have to call through the city's directory to get passed along. This person needs to be active at ICSC and other industry events to further strengthen those relationships and promote the City as business friendly.

2. Maintain Property Inventory List + Online Retail Data

Up-to-date and ready-to-share retail and property data is essential to the site selection process. Having retail trade area data and demographics posted so site selectors can easily find it can help encourage projects in your community. Additionally, listing available retail properties across the City can be a tool to encourage more collaboration with local brokers by promoting their listings.

3. Engage + Educate Commercial Real Estate Professionals

It is extremely difficult for site selectors and developers to remain up-to-date on any changes to the planning/zoning process to various projects throughout the City that impact housing, retail, and commercial development. By being proactive to educate stakeholders through newsletters, regular webinars, or other informational meetings can help the development process progress more smoothly. Marketing collateral, such as diagrams and explanations of the drive-thru requirements in the Commercial Corridors, can ensure that developers have a proper understanding of what is allowed and eliminate misconceptions that could make Roseville miss out on new projects.

As part of the Retail Market Analysis, The Retail Coach included a list of potential prospects for recruitment to the Commercial Corridors. These brands were selected based upon trade area data, existing store locations, available real estate, co-tenancy, and expansion plans. Tenants included on the list represent traditional retail, restaurants (full-service and fast-casual), fitness, and grocery.

A core belief of The Retail Coach is that retail must be recruited. In our experience, communities that play an active role in the recruitment of retail and developers oftentimes have the most success in attracting new brands to their community. As part of the scope of the project, The Retail Coach will continue to be available to City Staff to assist with retail and restaurant recruitment efforts by providing guidance on marketing material and other collateral to attract new investment.



Commercial Corridors Retail Market Study

Douglas-Harding | Douglas-Sunrise

July 2024



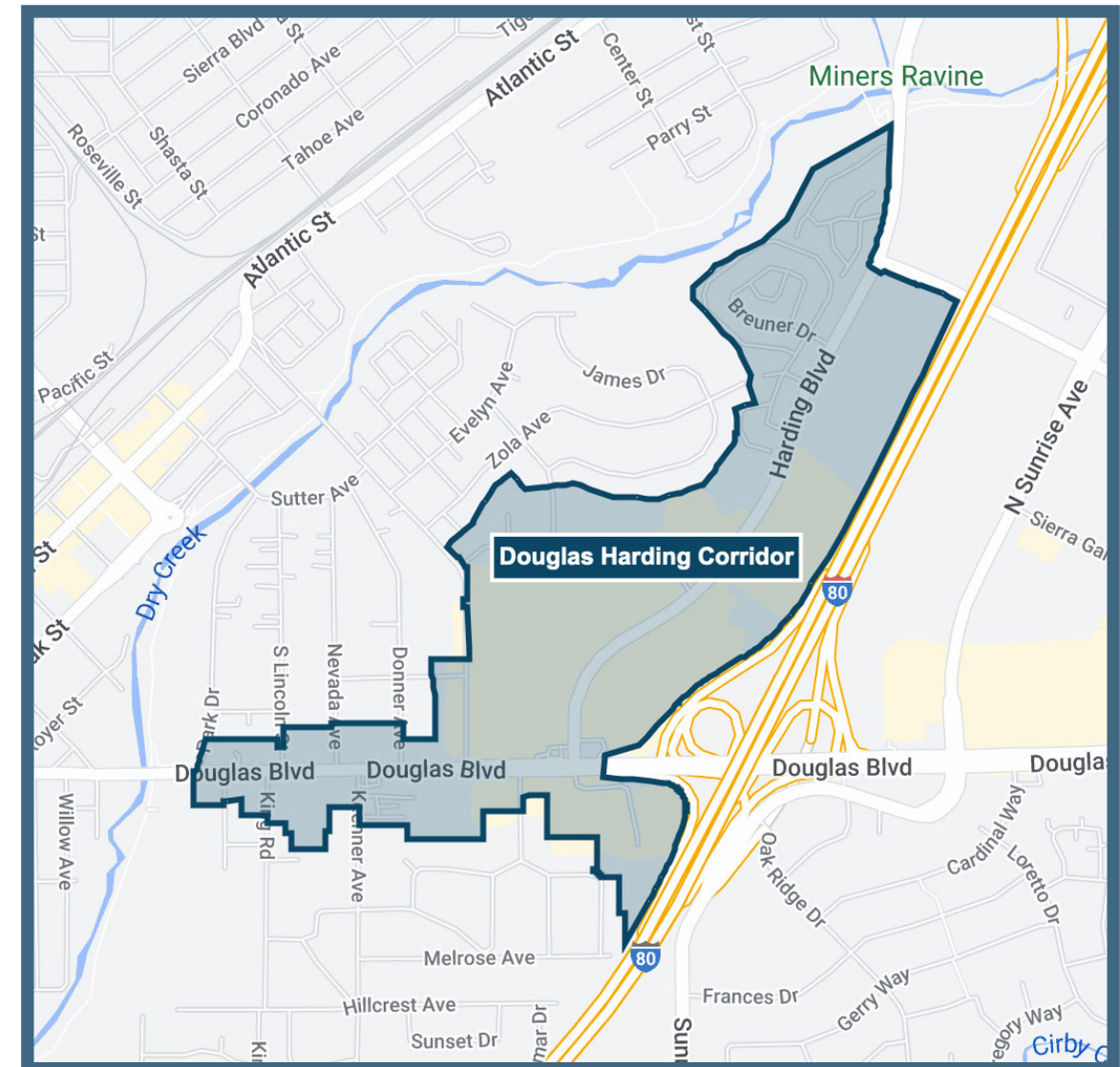
Corridor Overview

Corridor Overview



Douglas-Harding

- Retail + commercial corridor anchored by Roseville Square (Trader Joes, Grocery Outlet, Rite Aid, Starbucks...), Harding Plaza, and a mixture of single tenant commercial, fitness, and professional services
- Businesses include several national brands, but also has a strong collection of independent businesses and restaurants
- Multiple budget and extended stay hotels, likely not achieving the highest and best use potential of the properties

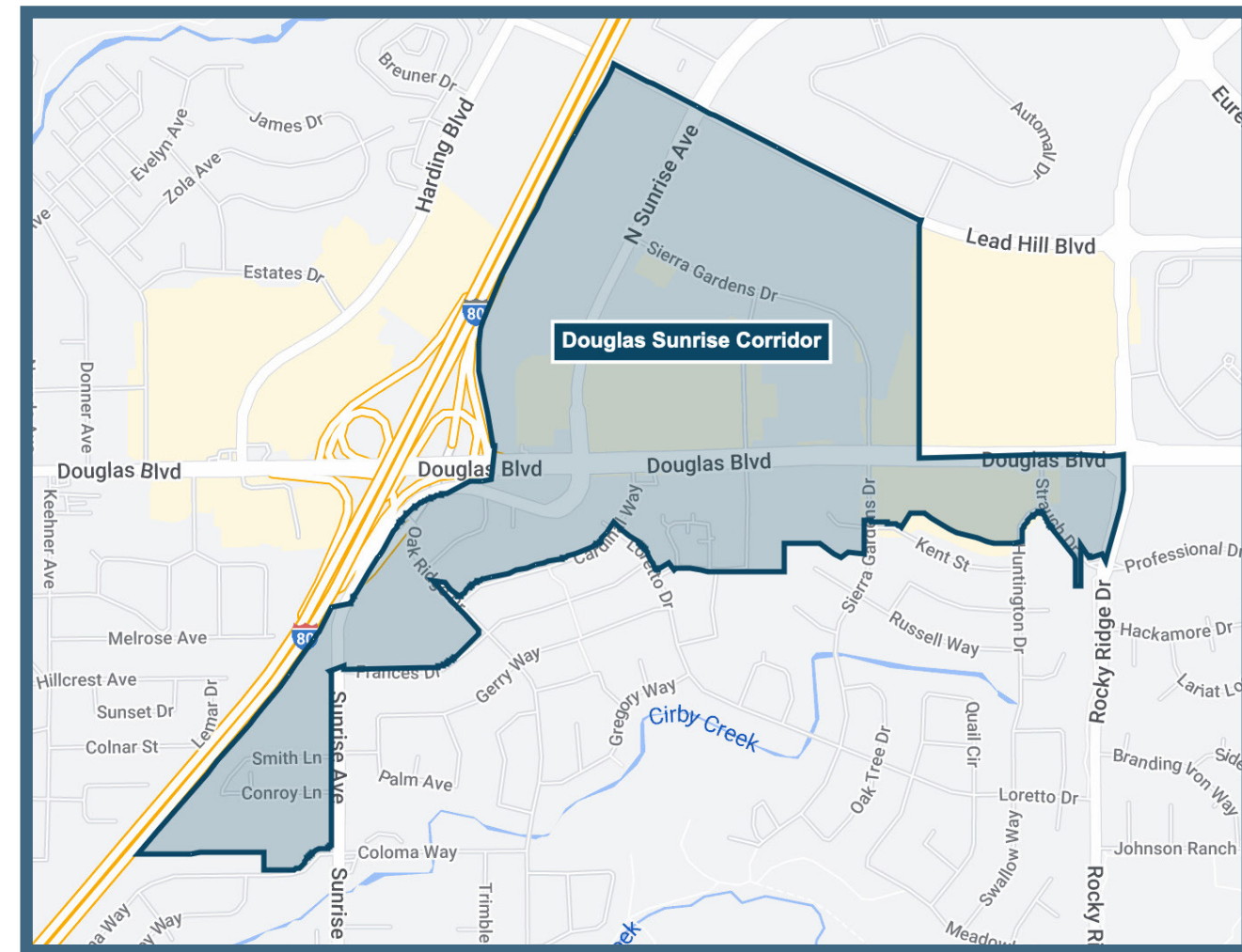


Corridor Overview



Douglas-Sunrise

- Anchored by several national big-box shopping centers highlighted by TJ Maxx, Hobby Lobby, Ross, and Office Depot
- Flanked by more premier shopping centers anchored by Walmart and Target
- Development along the frontage of Douglas from TJ Maxx Plaza to the freeway inconsistent rest of corridor
- Major travel corridor for adjacent auto mall, as well as key residential areas around Folsom Lake to the east



Corridor Overview



Retail Real Estate Metrics

The two Douglas corridors of study might seem to be in poor condition in comparison to other areas of Roseville/Rocklin, but overall they both appear to compete well against the Sacramento Market as a whole. Asking prices are certainly lower than those the immediate area, and vacancy is higher than other parts to Roseville/Rocklin. However, both corridors are similar or better than the overall regional market.

	Douglas-Harding Corridor	Douglas-Sunrise Corridor	Roseville/Rocklin Submarket	Sacramento Market
Inventory (SF)	542 K	830 K	15.9 M	113 M
Under Construction (SF)	-	-	13 K	292 K
Vacancy Rate (%)	5.9%	6.1%	4.7%	6.1%
Market Asking Price (Rent/SF)	\$21.73	\$23.65	\$26.86	\$23.25
Market Asking Price (Sale/SF)	\$243	\$261	\$273	\$248
Market Cap Rate (%)	6.3%	6.0%	6.3%	6.4%

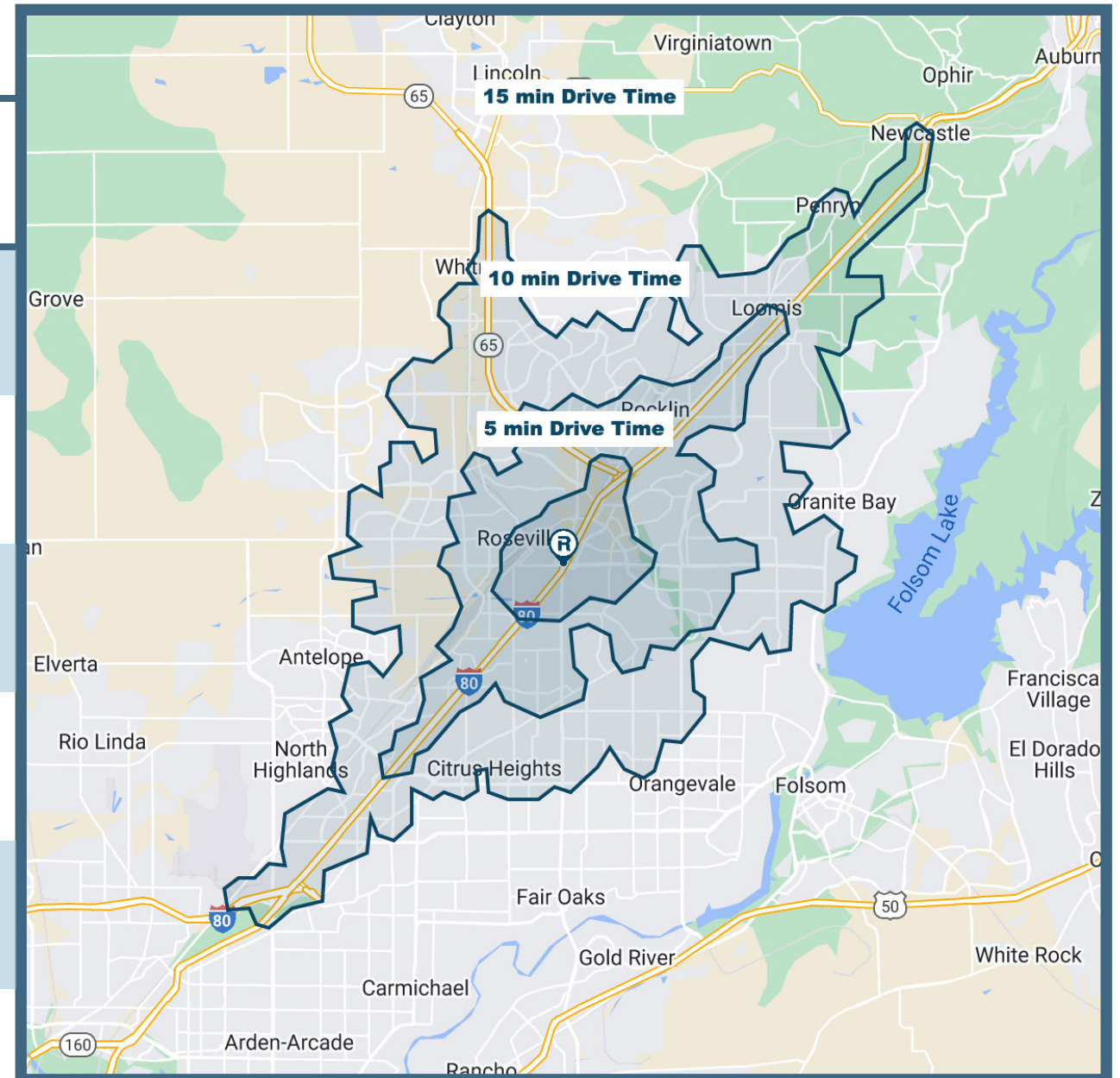
Source: CoStar, July 2024

Corridor Overview



Drive Time Demographics

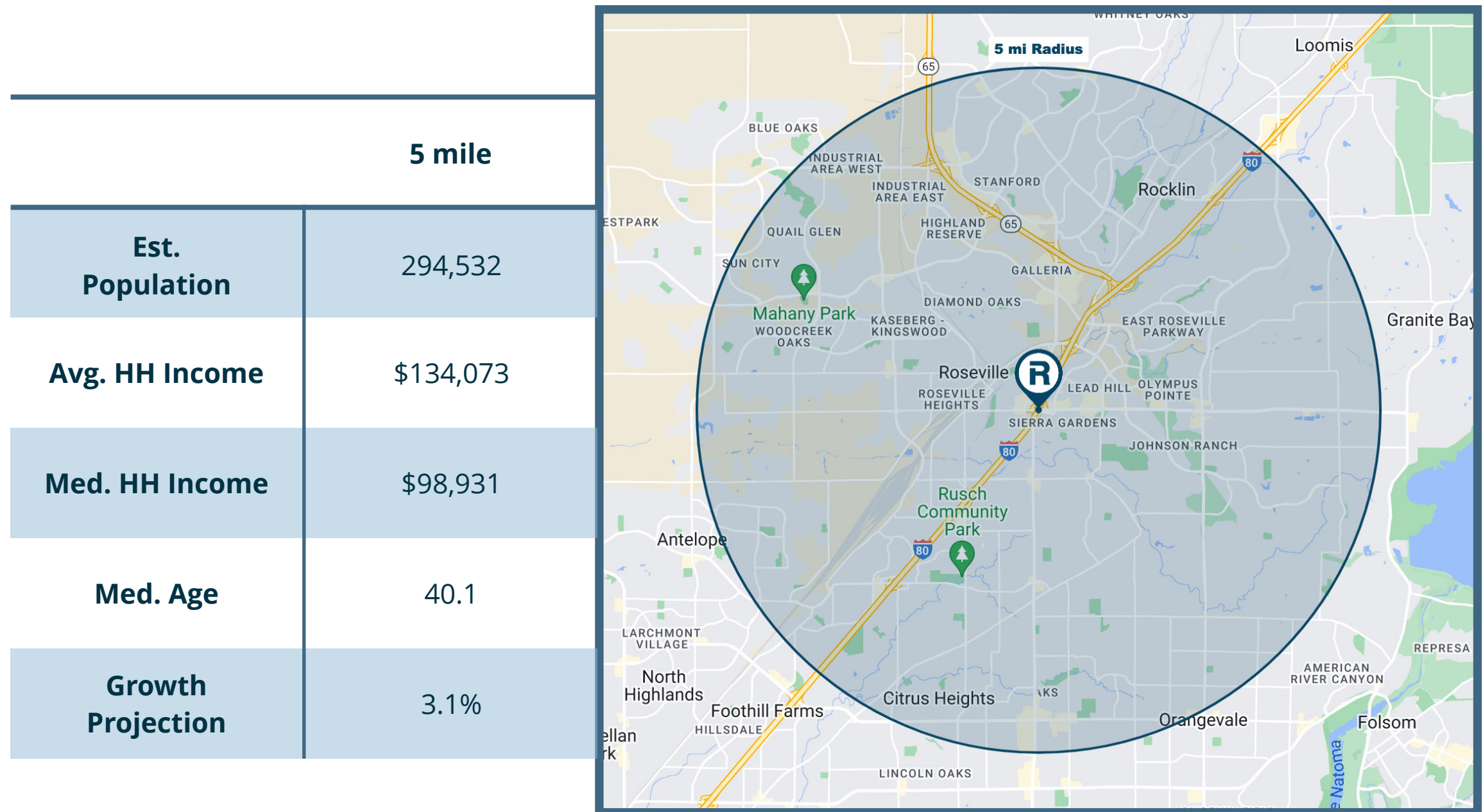
	5 min	10 min	15 min
Est. Population	18,014	87,384	170,973
Avg. HH Income	\$48,112	\$81,539	\$85,538
Med. HH Income	\$36,206	\$58,980	\$61,501
Med. Age	20.3	29.0	32.5
Growth Projection	1.0%	0.8%	0.5%



Corridor Overview



5-mile Radial Demographics



Source: Claritas, 2024

Corridor Overview



5-mile Radial Leakage

NAICS Code	Description	Potential Sales	Actual Sales	Leakage	Index
	Total Retail + Restaurant	\$7,276,627,000	\$7,598,243,000	-\$321,616,000	1.04
441 - - -	Motor Vehicles + Parts	\$1,419,017,000	\$2,324,265,000	-\$905,248,000	1.64
442 - - -	Furniture + Home Furnishings	\$113,380,000	\$228,319,000	-\$114,939,000	2.01
443 - - -	Electronics + Appliances	\$107,326,000	\$169,761,000	-\$62,435,000	1.58
444 - - -	Building Materials + Gardening Equipment	\$343,249,000	\$414,423,000	-\$71,174,000	1.21
445 - - -	Food + Beverage Stores	\$957,128,000	\$966,366,000	-\$9,238,000	1.01
4452 - -	Specialty Food Stores	\$25,434,000	\$22,827,000	\$2,607,000	0.90
446 - - -	Health + Personal Care Stores	\$351,114,000	\$342,760,000	\$8,354,000	0.98
448 - - -	Clothing + Accessories Stores	\$359,187,000	\$425,722,000	-\$66,535,000	1.19
44811	Men's Clothing Stores	\$7,739,000	\$6,222,000	\$1,517,000	0.20
451 - - -	Sporting Goods, Hobby, Musical, Book Stores	\$84,405,000	\$129,262,000	-\$44,857,000	1.53
452 - - -	General Merchandise Stores	\$674,630,000	\$854,395,000	-\$179,765,000	1.27

Corridor Overview



5-mile Radial Leakage

NAICS Code	Description	Potential Sales	Actual Sales	Leakage	Index
	Total Retail + Restaurant	\$7,276,627,000	\$7,598,243,000	-\$321,616,000	1.04
722 - - -	Food Service + Drinking Places	\$968,711,000	\$842,294,000	\$126,417,000	0.87
7223 - -	Special Food Services	\$67,587,000	\$34,715,000	\$32,872,000	0.51
722511	Full-Service Restaurants	\$421,218,000	\$404,347,000	\$16,871,000	0.96
722513	Limited-Service Restaurants	\$361,462,000	\$301,134,000	\$60,328,000	0.83
722514	Cafeterias + Grill Buffets	\$7,742,000	\$4,446,000	\$3,296,000	0.57

Despite an overall retail surplus within a 5 mile radius, several subcategories of Food + Drinking Places are experiencing leakage. This suggests that there is opportunity for new restaurants of all categories to be recruited to Roseville. Compared to other sectors, there appears to be a lack of dining options.

Other categories with strong surplus indicate the overall strength of the Roseville retail market and its ability to draw consumers that live well beyond the immediate area.



Mobile Location Data

Mobile Location Data



Roseville Square

Baseline Comparisons

- Roseville Square has a foot traffic of 169,100 people per month. The median monthly foot traffic for stand-alone venues of Trader Joe's is 19,600. The median foot traffic for stand-alone venues within the Supermarkets and Other Grocery Stores industry is 16,500 visitors per month.

Average Monthly Visitation

- Visitation to this shopping center has historically been between 157,700 and 204,400 people per month
- The people that most often visits this venue are 18 to 29 years old and have an income of \$125k and above

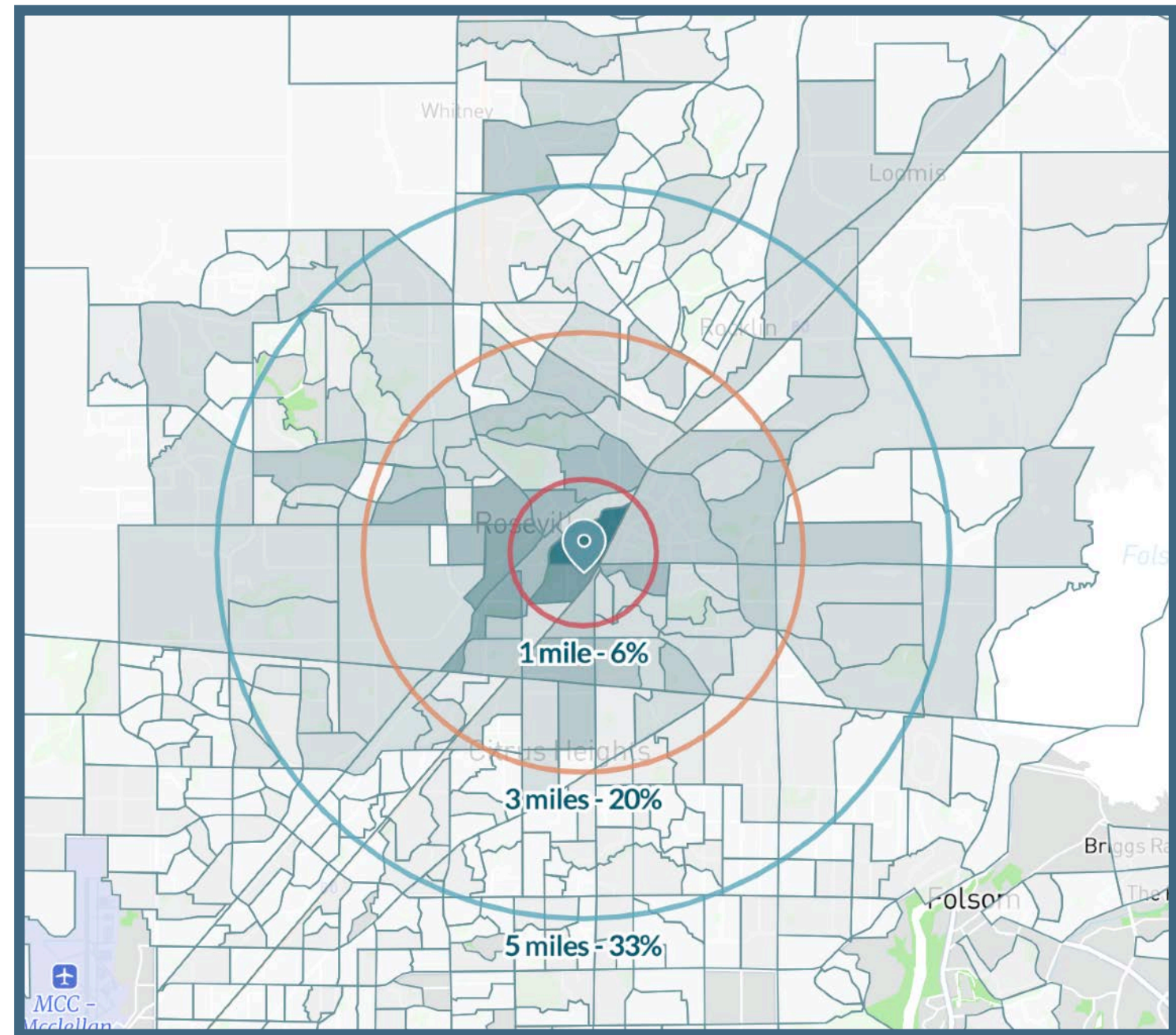


Mobile Location Data



Roseville Square

- Although they account for a much larger proportion of total visits, only 33% of unique visitors to Roseville Square live within 5 miles of the shopping center. The map indicates this locations serves consumers from across Placer, Sacramento, and El Dorado Counties.



Mobile Location Data



Roseville Square

Traffic trends

Estimated visitors to the venue per month

Monthly Weekly

12M
Total visitors in time period
Average: 181.1K

Aug 2022
Month with highest foot traffic



Top Customer Profiles



Mobile Location Data



Hobby Lobby

Baseline Comparisons

- Compared to other Hobby Lobby locations, this particular experiences 13.7% higher foot traffic. Comparing to venues within the Hobby, Toy, and Game Store industry, it performs 3x better in terms of foot traffic

Average Monthly Visitation

- Visitation to this Hobby Lobby has historically been between 22,000 and 46,400 people per month
- The people that most often visits this venue are 35 to 44 years old and have an median income of \$80k and above

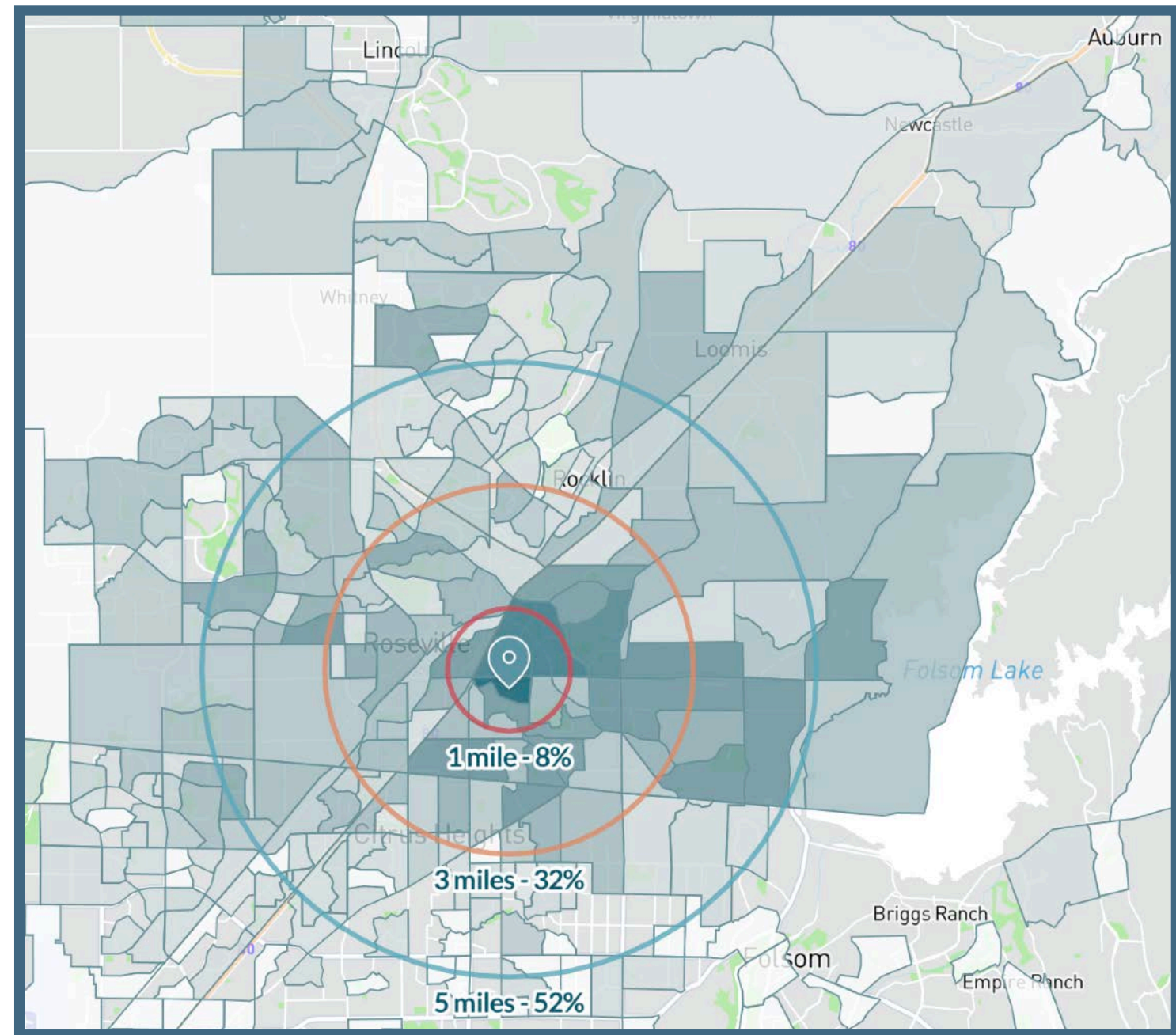


Mobile Location Data



Hobby Lobby

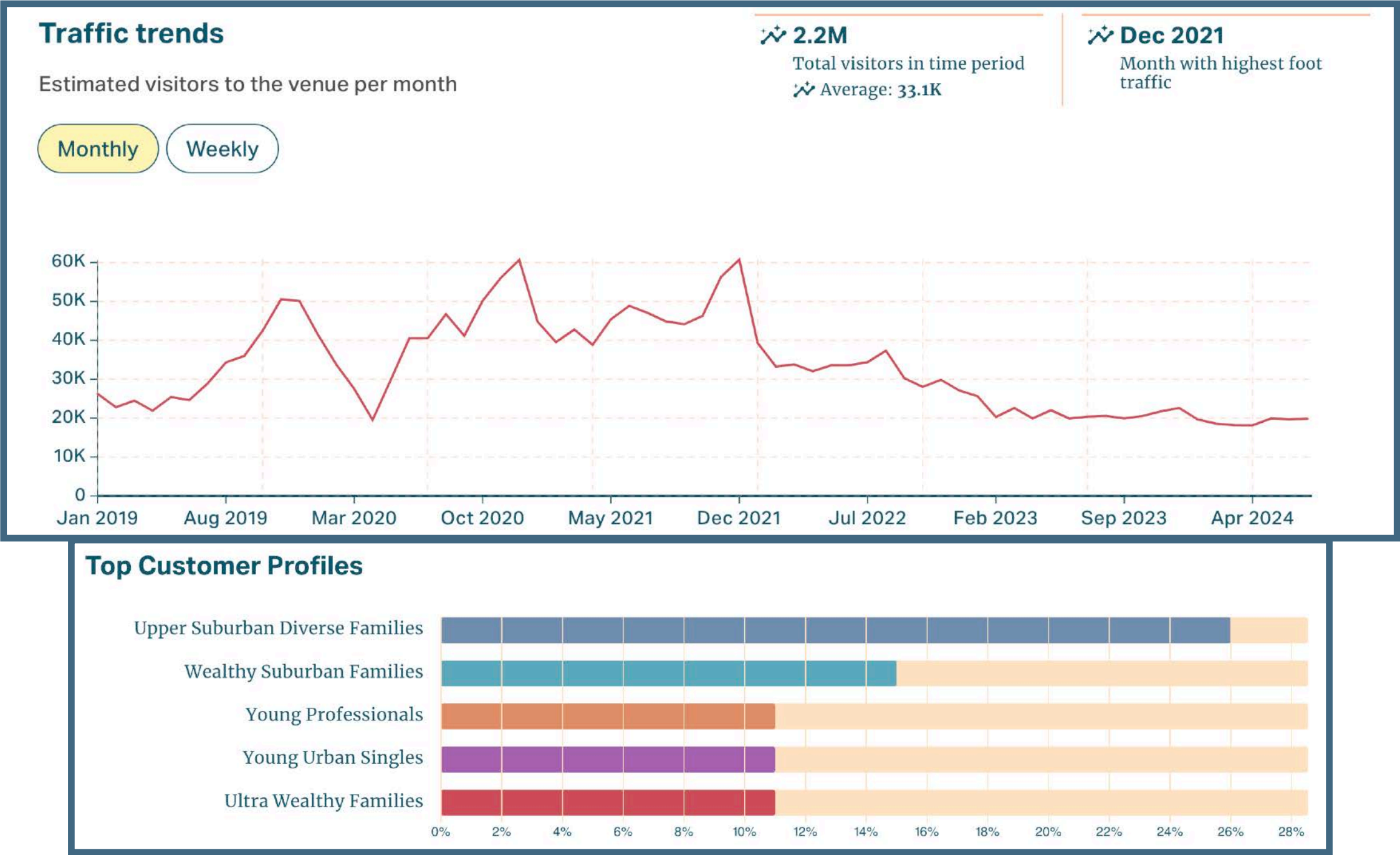
- Although they account for a much larger proportion of total visits, only 52% of unique visitors to Hobby Lobby live within 5 miles of the store on Sunrise Ave in Roseville. The map indicates this locations serves consumers from across Placer, Sacramento, and El Dorado Counties.



Mobile Location Data



Hobby Lobby





Retail Trade Area

Retail Trade Area



Overview

One of the most important components of a retail market study is the determination of an area's Retail Trade Area. Traditionally, trade areas have been defined by radials rings or drive-time delineations, but these methodologies frequently underestimate trade area populations by not properly reflecting a retail market's actual draw of consumers. Instead, The Retail Coach utilizes mobile location data platforms to map where actual consumers are traveling from to shop in a specific community.

The Primary Retail Trade Area for the two study area corridors - based on actual consumer mobile location data - extends well beyond the official city limits of Roseville. The combination of relatively strong mix of anchor tenants, along with position on major thoroughfare and proximity to Walmart/Target has created a draw for consumers from throughout the region and state. Based on this data, the true Retail Trade Area includes a population over 550,000 people; roughly 3.5x population of Roseville alone.

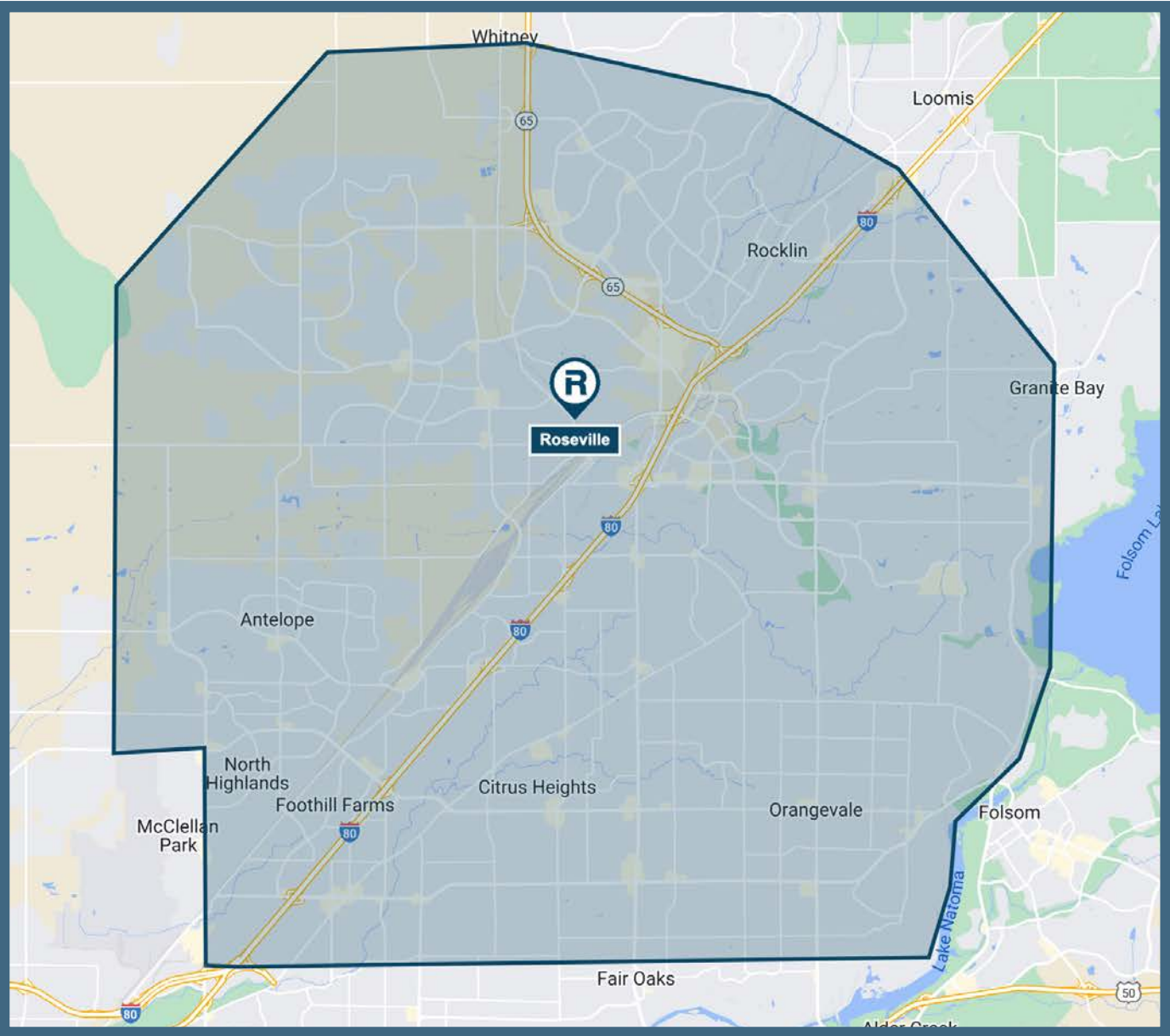
Understanding the trade area population allows for additional insights into spending potential of the region that helps shape a retail recruitment strategy. For example, spending at restaurants within the retail trade area is projected to increase by over \$113 million by 2029. As a sector that is already under served - both in total number of full-service restaurants and in regards to feedback from community members - the level of demand suggests an emphasis on restaurant recruitment is needed.

Retail Trade Area



Demographics

	City Limits	Retail Trade Area
Est. Population	159,134	555,170
Avg. HH Income	\$152,215	\$128,245
Med. HH Income	\$113,716	\$94,522
Med. Age	40.8	39.8
Growth Projection	7.3%	3.5%



Retail Trade Area

Retail Demand Outlook



NAICS Code	Description	2024 Demand	2029 Demand	Growth	CAGR (%)
	Total Retail + Restaurant	\$6,949,663,203	\$7,830,711,122	\$881,047,919	2.42%
441 - - -	Motor Vehicles + Parts	\$1,342,166,936	\$1,501,752,707	\$159,585,770	2.27%
442 - - -	Furniture + Home Furnishings	\$86,788,092	\$98,854,846	\$12,066,754	2.64%
443 - - -	Electronics + Appliances	\$102,967,841	\$115,954,366	\$12,986,524	2.40%
444 - - -	Building Materials + Gardening Equipment	\$452,752,493	\$510,860,705	\$58,108,212	2.44%
445 - - -	Food + Beverage Stores	\$1,015,887,893	\$1,150,359,780	\$134,471,887	2.52%
4452 - -	Specialty Food Stores	\$25,834,336	\$29,313,908	\$3,479,571	2.56%
446 - - -	Health + Personal Care Stores	\$188,972,111	\$215,629,033	\$26,656,921	2.67%
448 - - -	Clothing + Accessories Stores	\$204,061,599	\$217,801,487	\$13,739,888	1.31%
44811	Men's Clothing Stores	\$3,349,135	\$3,338,093	-\$11,042	-0.07%
451 - - -	Sporting Goods, Hobby, Musical, Book Stores	\$150,021,420	\$170,881,847	\$20,860,427	2.64%
452 - - -	General Merchandise Stores	\$766,211,258	\$858,696,962	\$92,485,704	2.31%

Retail Trade Area



Retail Demand Outlook

NAICS Code	Description	2024 Demand	2029 Demand	Growth	CAGR (%)
	Total Retail + Restaurant	\$6,949,663,203	\$7,830,711,122	\$881,047,919	2.42%
722 - - -	Food Service + Drinking Places	\$788,959,572	\$902,088,657	\$113,129,085	2.72%
7223 - -	Special Food Services	\$63,753,323	\$72,316,498	\$8,563,175	2.55%
722511	Full-Service Restaurants	\$368,684,556	\$420,961,074	\$52,276,518	2.69%
722513	Limited-Service Restaurants	\$263,735,929	\$303,244,688	\$39,508,760	2.83%
722514	Cafeterias + Grill Buffets	\$6,704,050	\$7,709,611	\$1,005,560	2.83%

With the exception of the Clothing Sectors, there is a steady amount of growth expected across the retail and restaurant industry over the next 5 years. Much of this is likely attributable to the strong resident growth projections for the trade area.

Still, the Food + Drinking Places sectors outpace the other with a higher compounded annual growth rate than the total rate, or any other sectors.

Retail Trade Area



Psychographics Overview

ESRI's Tapestry Segmentation classifies US neighborhoods into 67 unique segments, based on demographics and socioeconomic characteristics. These segments share behavioral traits and help us understand what people spend money on, their economic standing, and how best to reach them. This table outlines the top tapestry segments in the Roseville Trade Area.

	TAPESTRY SEGMENTATION	HOUSEHOLDS PERCENT	CUMULATIVE PERCENT	US HOUSEHOLDS PERCENT	CUMULATIVE PERCENT	INDEX
1	Boomburbs (1C)	12.4%	12.4%	1.9%	1.9%	638
2	Home Improvement (4B)	9.4%	21.8%	1.7%	3.6%	556
3	Bright Young Professionals (8C)	7.5%	29.3%	2.3%	5.9%	325
4	Workday Drive (4A)	7.2%	36.5%	3.1%	9.0%	234
5	Parks and Rec (5C)	7.1%	43.6%	2.0%	11.0%	362
	Subtotal	43.6%		11.0%		
6	Front Porches (8E)	6.6%	50.2%	1.6%	12.6%	419
7	Old and Newcomers (8F)	5.1%	55.3%	2.3%	14.8%	225
8	Metro Fusion (11C)	4.0%	59.3%	1.4%	16.3%	274
9	In Style (5B)	3.5%	62.8%	2.2%	18.5%	158
10	Comfortable Empty Nesters (5A)	3.4%	66.2%	2.4%	20.9%	139
	Subtotal	22.6%		9.9%		
11	Exurbanites (1E)	3.2%	69.3%	1.9%	22.9%	164
12	Urban Edge Families (7C)	2.8%	72.2%	1.5%	24.4%	189
13	Young and Restless (11B)	2.5%	74.7%	1.8%	26.1%	141
14	Savvy Suburbanites (1D)	2.5%	77.2%	3.0%	29.1%	83
15	Rustbelt Traditions (5D)	2.2%	79.4%	2.1%	31.2%	104
	Subtotal	13.2%		10.3%		
16	Professional Pride (1B)	2.0%	81.4%	1.6%	32.9%	124
17	Golden Years (9B)	1.7%	83.2%	1.3%	34.2%	132
18	Up and Coming Families (7A)	1.7%	84.9%	2.8%	37.1%	61
19	Midlife Constants (5E)	1.7%	86.6%	2.4%	39.5%	71
20	Set to Impress (11D)	1.6%	88.2%	1.4%	40.9%	114
	Subtotal	8.7%		9.5%		
	Total	88.2%		40.9%		216

+ L1 AFFLUENT ESTATES

Established wealth — educated, well-traveled married couples

+ L2 UPSCALE AVENUES

Prosperous, married couples in higher density neighborhoods

+ L3 UPTOWN INDIVIDUALS

Younger, urban singles on the move

+ L4 FAMILY LANDSCAPES

Successful younger families in newer housing

+ L5 GENXURBAN

Gen X in middle age; families with fewer kids and a mortgage

+ L6 COZY COUNTRY

Empty nesters in bucolic settings

+ L7 ETHNIC ENCLAVES

Established diversity — young, Hispanic homeowners with families

+ L8 MIDDLE GROUND

Lifestyles of thirtysomethings

+ L9 SENIOR STYLES

Senior lifestyles reveal the effects of saving for retirement

+ L10 RUSTIC OUTPOSTS

Country life with older families, older homes

+ L11 MIDTOWN SINGLES

Millennials on the move; single, diverse, and urban

+ L12 HOMETOWN

Growing up and staying close to home; single householders

+ L13 NEXT WAVE

Urban denizens; young, diverse, hardworking families

+ L14 SCHOLARS AND PATRIOTS

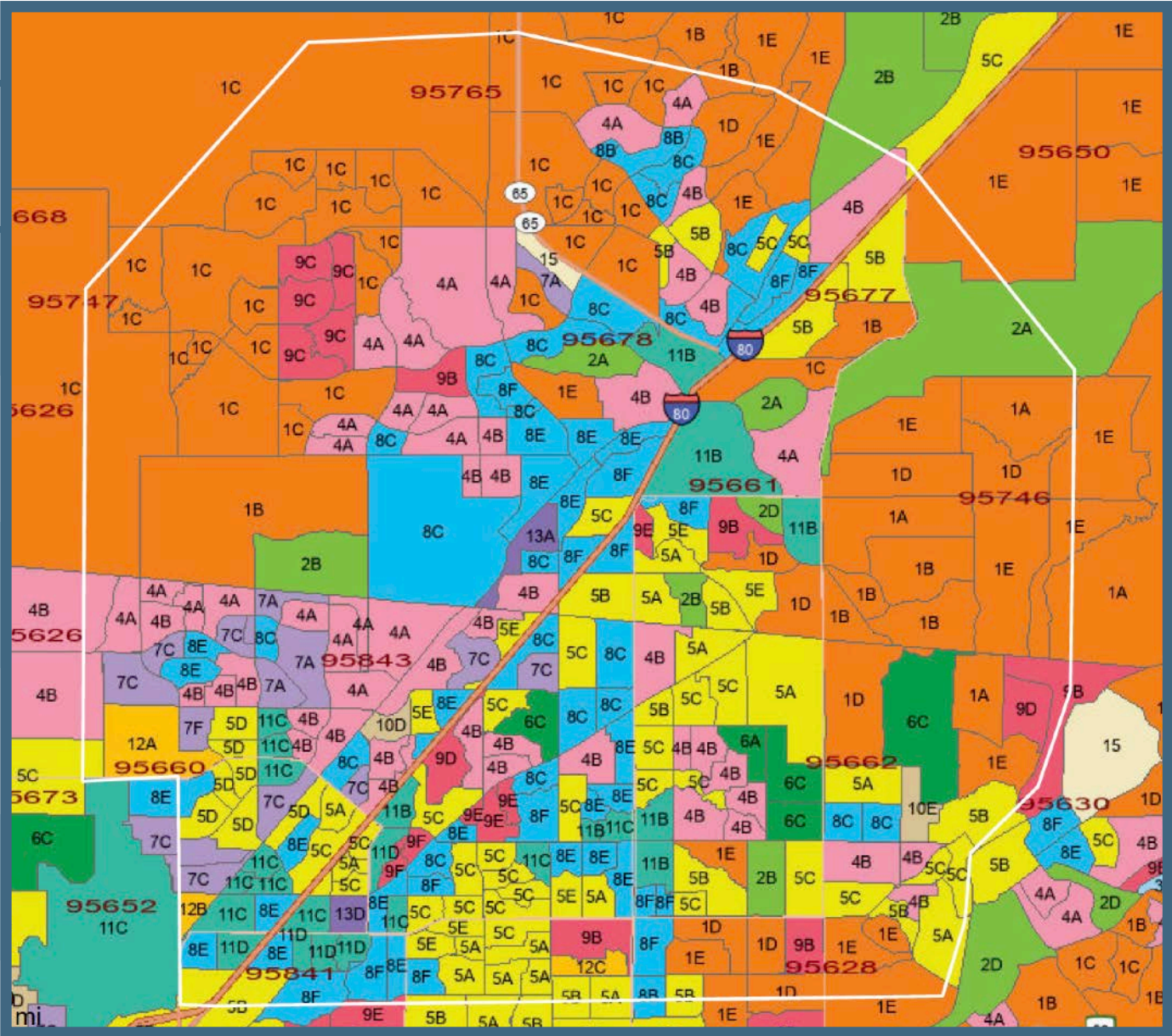
College campuses and military neighborhoods

Retail Trade Area



Psychographics Overview

Top Segments in Roseville Retail Trade Area	Households (%)
Boomburbs (1C)	12.4%
Home Improvement (4B)	9.4%
Bright Young Professionals (8C)	7.5%
Workday Drive (4A)	7.2%
Parks and Rec (5C)	7.1%



Retail Trade Area

Psychographics: Boomburbs



1C LifeMode Group: Affluent Estates Boomburbs

US Households: 2,004,400
Average Household Size: 3.25

Median Age: 34.0
Median Household Income: \$113,400

WHO ARE WE?

This is the new growth market, with a profile similar to the original: young professionals with families that have opted to trade up to the newest housing in the suburbs. The original Boomburbs neighborhoods began growing in the 1990s and continued through the peak of the housing boom. Most of those neighborhoods are fully developed now. This is an affluent market but with a higher proportion of mortgages. Rapid growth still distinguishes the Boomburbs neighborhoods, although the boom is more subdued now than it was 10 years ago. So is the housing market. Residents are well-educated professionals with a running start on prosperity.

OUR NEIGHBORHOOD

- Growth markets are in the suburban periphery of large metropolitan areas.
- Young families are married with children (Index 220); average household size is 3.25.
- Home ownership is 84% (Index 134), with the highest rate of mortgages, 71.5% (Index 173).
- Primarily single-family homes, in new neighborhoods, 66% built since 2000 (Index 441).
- Median home value is \$350,000 (Index 169).
- Lower housing vacancy rate at 3.7%.
- The cost of affordable new housing comes at the expense of one of the longest commutes to work, over 30 minutes average, including a disproportionate number (33.6%) commuting across county lines (Index 141).

Median Household Income

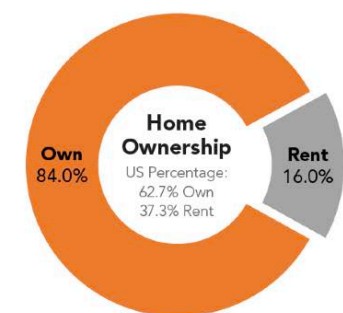


Median Net Worth



Typical Housing:
Single Family

Median Value:
\$350,000
US Median: \$207,300



Retail Trade Area



Psychographics: Boomburbs

1C LifeMode Group: Affluent Estates Boomburbs

SOCIOECONOMIC TRAITS

- Well educated young professionals, 55% are college graduates (Index 178).
- Unemployment is low at 3.3% (Index 61); high labor force participation at 71.3% (Index 114); most households have more than two workers (Index 124).
- Longer commute times from the suburban growth corridors have created more home workers (Index 156).
- They are well connected: own the latest devices and understand how to use them efficiently; biggest complaints—too many devices and too many intrusions on personal time.
- Financial planning is well under way for these professionals.

Market Profile

- Boomburbs residents prefer late model imports, primarily SUVs, and also luxury cars and minivans.
- This is one of the top markets for the latest in technology, from smartphones to tablets to Internet connectable televisions.
- Style matters in the Boomburbs, from personal appearance to their homes. These consumers are still furnishing their new homes and already remodeling.
- They like to garden but more often contract for home services.
- Physical fitness is a priority, including club memberships and home equipment.
- Leisure includes a range of activities from sports (hiking, bicycling, swimming, golf) to visits to theme parks or water parks.
- Residents are generous supporters of charitable organizations.

Retail Trade Area



Psychographics: Home Improvement

4B LifeMode Group: Family Landscapes Home Improvement

US Households: 2,114,500
Average Household Size: 2.88

Median Age: 37.7
Median Household Income: \$72,100

WHO ARE WE?

Married-couple families occupy well over half of these suburban households. Most Home Improvement residences are single-family homes that are owner occupied, with only one-fifth of the households occupied by renters. Education and diversity levels are similar to the US as a whole. These families spend a lot of time on the go and therefore tend to eat out regularly. When at home, weekends are consumed with home improvement and remodeling projects.

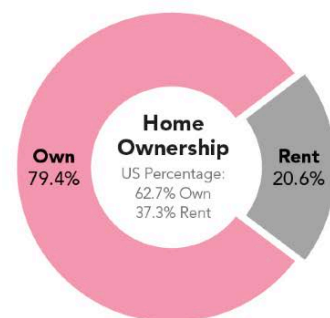
OUR NEIGHBORHOOD

- These are low density suburban neighborhoods.
- Eight of every 10 homes are traditional single-family dwellings, owner occupied.
- Majority of the homes were built between 1970 and 2000.
- More than half of the households consist of married-couple families; another 12% include single-parent families.



Typical Housing:
Single Family

Median Value:
\$192,600
US Median: \$207,300



Retail Trade Area



Psychographics: Home Improvement

4B LifeMode Group: Family Landscapes Home Improvement

SOCIOECONOMIC TRAITS

- Higher participation in the labor force and lower unemployment than US levels; most households have 2+ workers.
- Cautious consumers that do their research before buying, they protect their investments.
- Typically spend 4–7 hours per week commuting, and, therefore, spend significant amounts on car maintenance (performed at a department store or auto repair chain store).
- They are paying off student loans and home mortgages.
- They spend heavily on eating out, at both fast-food and family restaurants.
- They like to work from home, when possible.

Market Profile

- Enjoy working on home improvement projects and watching DIY networks.
- Make frequent trips to warehouse/club and home improvement stores in their minivan or SUV.
- Own a giant screen TV with fiber-optic connection and premium cable; rent DVDs from Redbox or Netflix.com.
- Very comfortable with new technology; embrace the convenience of completing tasks on a mobile device.
- Enjoy dining at Chili's, Chick-fil-A, and KFC.
- Frequently buy children's clothes and toys.

Retail Trade Area



Psychographics: Home Improvement

8C LifeMode Group: Middle Ground Bright Young Professionals

US Households: 2,750,200
Average Household Size: 2.41

Median Age: 33.0
Median Household Income: \$54,000

WHO ARE WE?

Bright Young Professionals is a large market, primarily located in urban outskirts of large metropolitan areas. These communities are home to young, educated, working professionals. More than one out of three householders is under the age of 35. Slightly more diverse couples dominate this market, with more renters than homeowners. More than two-fifths of the households live in single-family homes; over a third live in 5+ unit buildings. Labor force participation is high, generally white-collar work, with a mix of food service and part-time jobs (among the college students). Median household income, median home value, and average rent are close to the US values. Residents of this segment are physically active and up on the latest technology.

OUR NEIGHBORHOOD

- Approximately 57% of the households rent; 43% own their homes.
- Household type is primarily couples, married (or unmarried), with above average concentrations of both single-parent (Index 125) and single-person (Index 115) households.
- Multiunit buildings or row housing make up 56% of the housing stock (row housing (Index 178), buildings with 5–19 units (Index 275)); 43% built 1980–99.
- Average rent mirrors the US (Index 100).
- Lower vacancy rate is at 8.2%.

Median Household Income

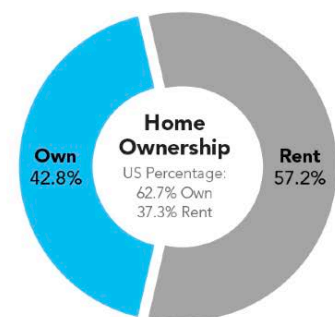


Median Net Worth



Typical Housing:
Single Family;
Multi-Units

Average Rent:
\$1,042



Retail Trade Area



Psychographics: Home Improvement

8C LifeMode Group: Middle Ground Bright Young Professionals

SOCIOECONOMIC TRAITS

- Education completed: 35% with some college or an associate's degree, 33% with a bachelor's degree or higher.
- Unemployment rate is lower at 4.7%, and labor force participation rate of 72% is higher than the US rate.
- These consumers are up on the latest technology.
- They get most of their information from the Internet.
- Concern about the environment, impacts their purchasing decisions.

Market Profile

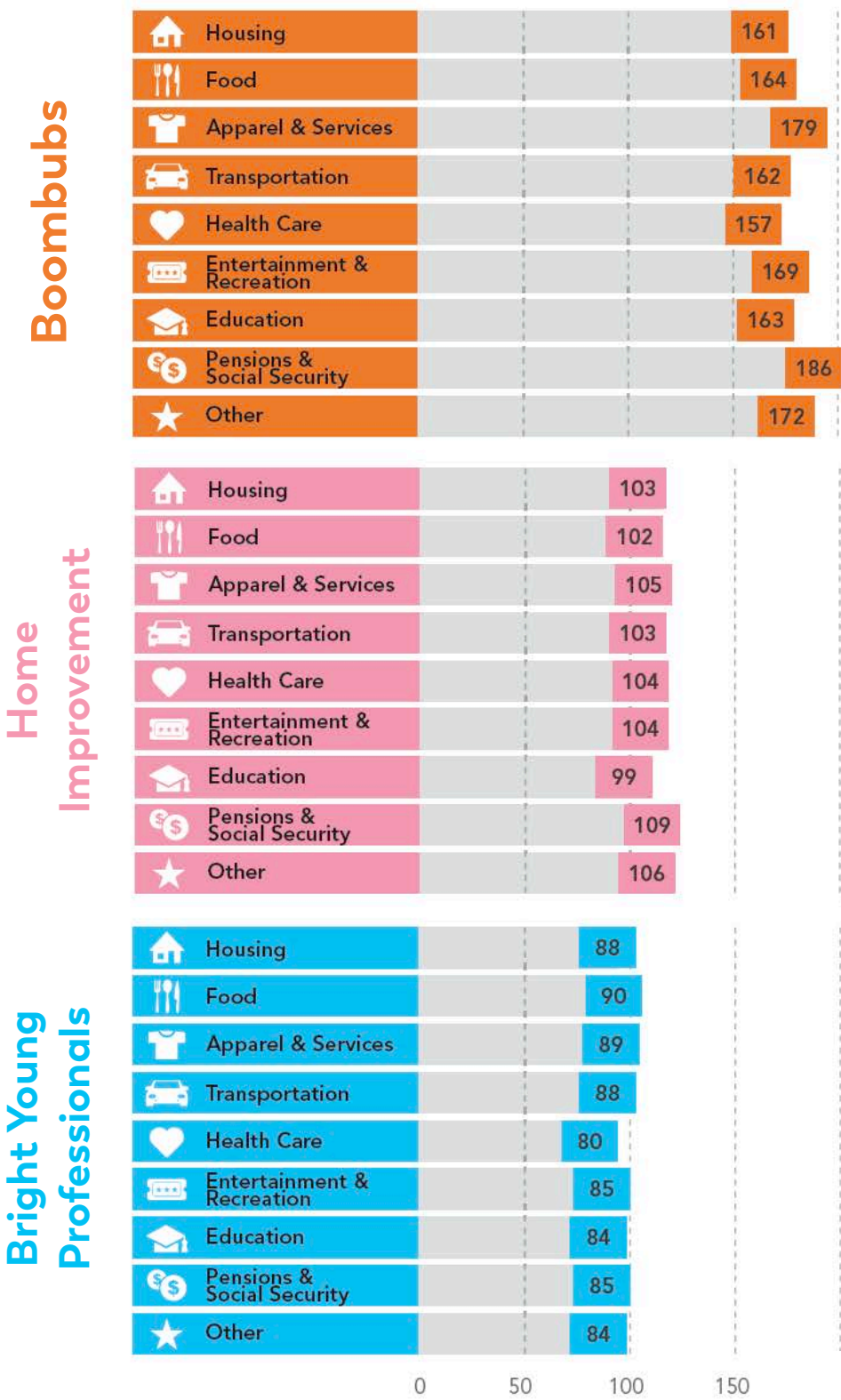
- Own retirement savings and student loans.
- Own newer computers (desktop, laptop, or both), iPods, and 2+ TVs.
- Go online and use mobile devices for banking, access YouTube or Facebook, visit blogs, movies, and play games.
- Use cell phones to text, redeem mobile coupons, listen to music, and check for news and information.
- Find leisure going to bars/clubs, attending concerts, going to the beach, and renting DVD Redbox or Netflix.
- Enjoy a variety of sports, including backpacking, rock climbing, football, Pilates, running
- Eat out often at fast-food and family restaurants.

Retail Trade Area

Psychographics

AVERAGE HOUSEHOLD BUDGET INDEX

The index compares the average amount spent in this market's household budgets for housing, food, apparel, etc., to the average amount spent by all US households. An index of 100 is average. An index of 120 shows that average spending by consumers in this market is 20 percent above the national average. Consumer expenditures are estimated by Esri.





SWOT Analysis

SWOT



Strengths + Weaknesses

Strengths

- Freeway frontage + access with strong traffic counts
- Existing key anchors:
Trader Joes, Grocery Outlet, The Home Depot, Ross, Hobby Lobby, TJ Maxx
- Proximity to top retail anchored centers (Walmart + Target)
- Access to multiple high-end residential areas
- Strong demographic market for retail with high degree of disposable incomes

Weaknesses

- Age of shopping centers and other retail spaces
- Disjointed / multiple ownership of shopping center parcels
- Disinterested or non-motivated property owners
- Lack of new ground-up opportunities, redevelopment projects are only option in most cases

SWOT



Opportunities + Threats

Opportunities

- Infill spaces available, 2nd-generation anchor and junior anchor boxes for brands looking to avoid new construction costs
- Potential change in use properties or relocation of low-end commercial for new retail development
- Identified properties for potential new housing development projects

Threats

- Continued success and expansion of Galleria area
- *Perceived* challenges by developers / investors (i.e., misconception on drive-thru requirements)
- High interest rates and construction costs
- Uncertain future of some big-box anchor tenants



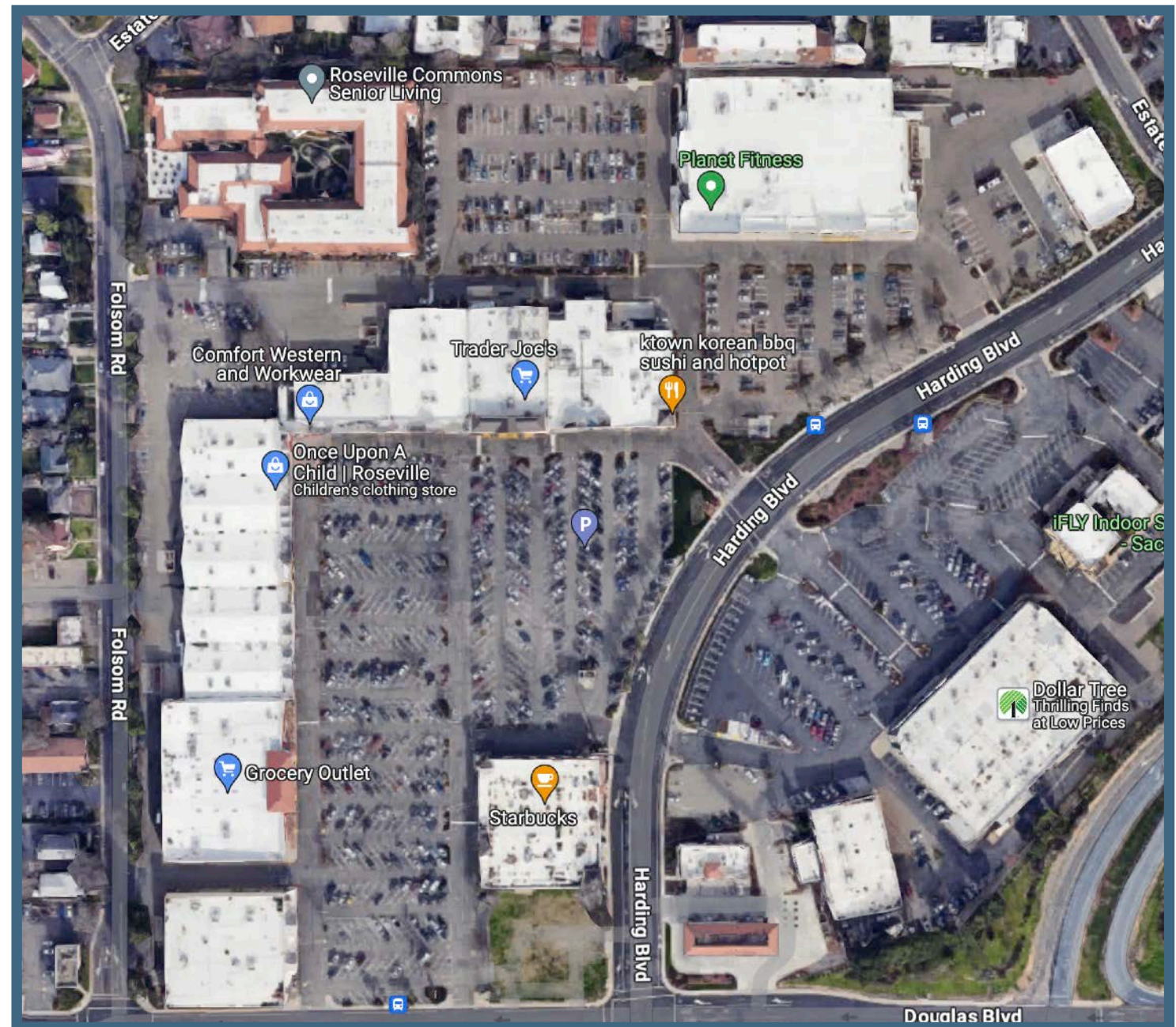
Retail Inventory Review

Retail Inventory Review



Roseville Square

- Strong anchor in Trader Joes, but having three grocery stores in one shopping center does not achieve optimal retail mix.
- Great location with access back to freeway, but tenant roster needs to be improved - BioLife Plasma does not assist in attracting strong co-tenants.
- ± 17.5 acres make this site an excellent candidate for mixed-use project
- Redevelopment of gas station and Starbucks moving across the street may allow for future additional outparcel

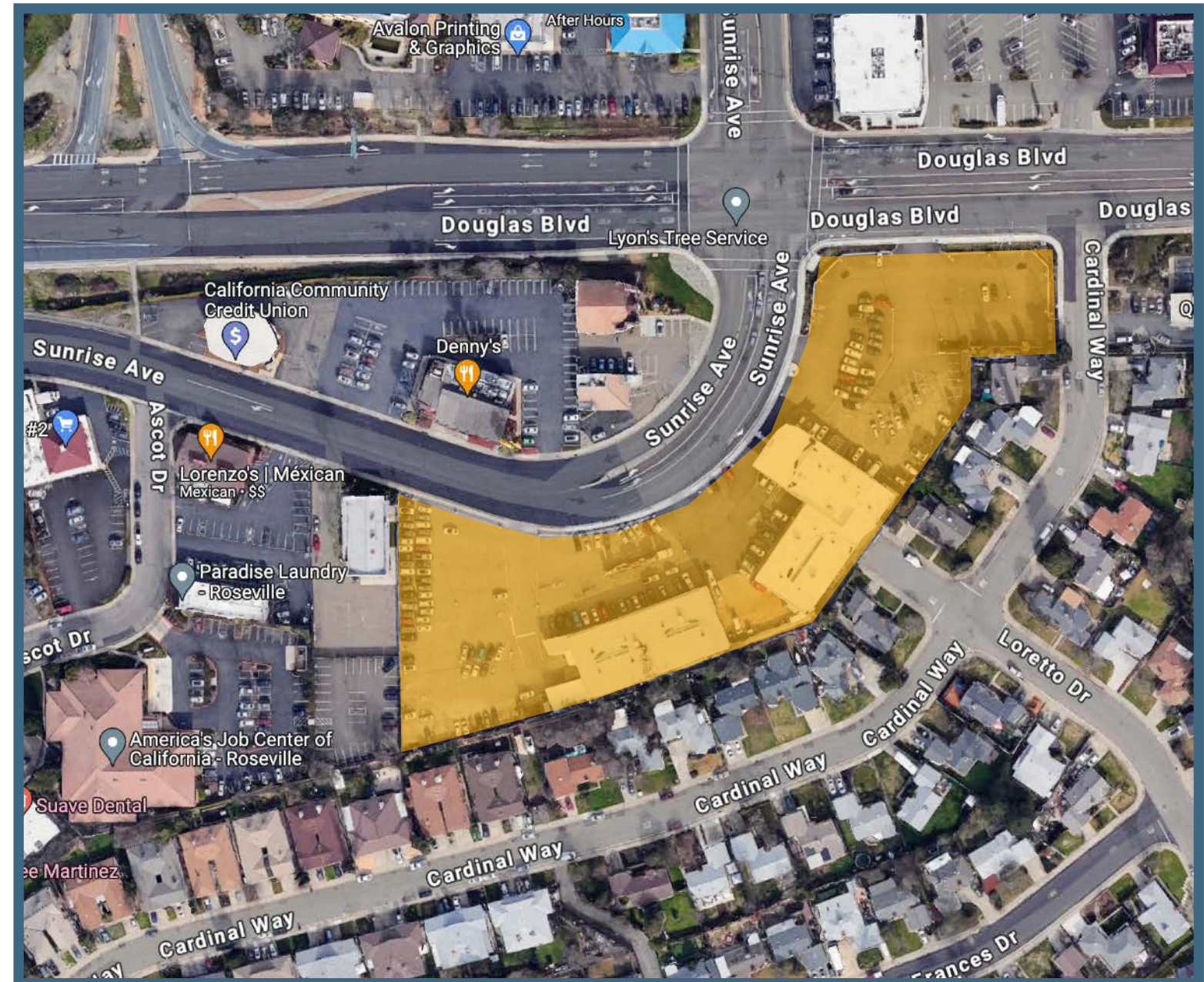


Retail Inventory Review



111 Sunrise Avenue

- Former car dealership location ideal for redevelopment project
- Strong visibility and access for retail and restaurant use
- “Front door” of the Douglas Blvd gateway, so use needs to take advantage of location and present a good first impression to visitors exiting the freeway

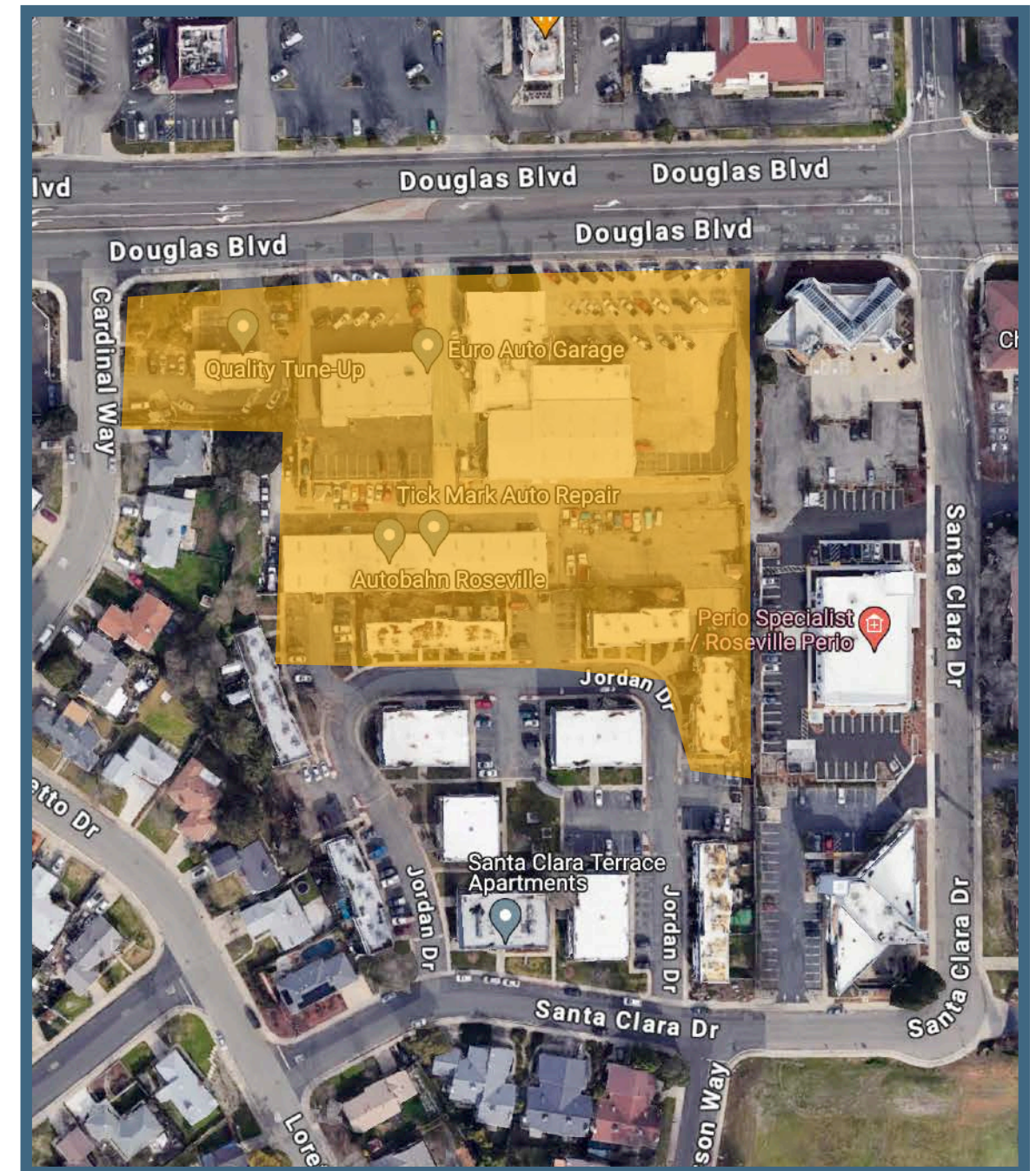


Retail Inventory Review



Car Lot

- Potential redevelopment site, as auto repair shops and garages are not the highest and best use for the prime retail frontage along the first section of Douglas Blvd as you exit the freeway.
- Site would make excellent location for food user, especially sit down restaurant with multiple points of access.
- Depth of the site could also allow for a small mixed-use project, as adjacent parcels have medical, residential, and commercial uses in place.

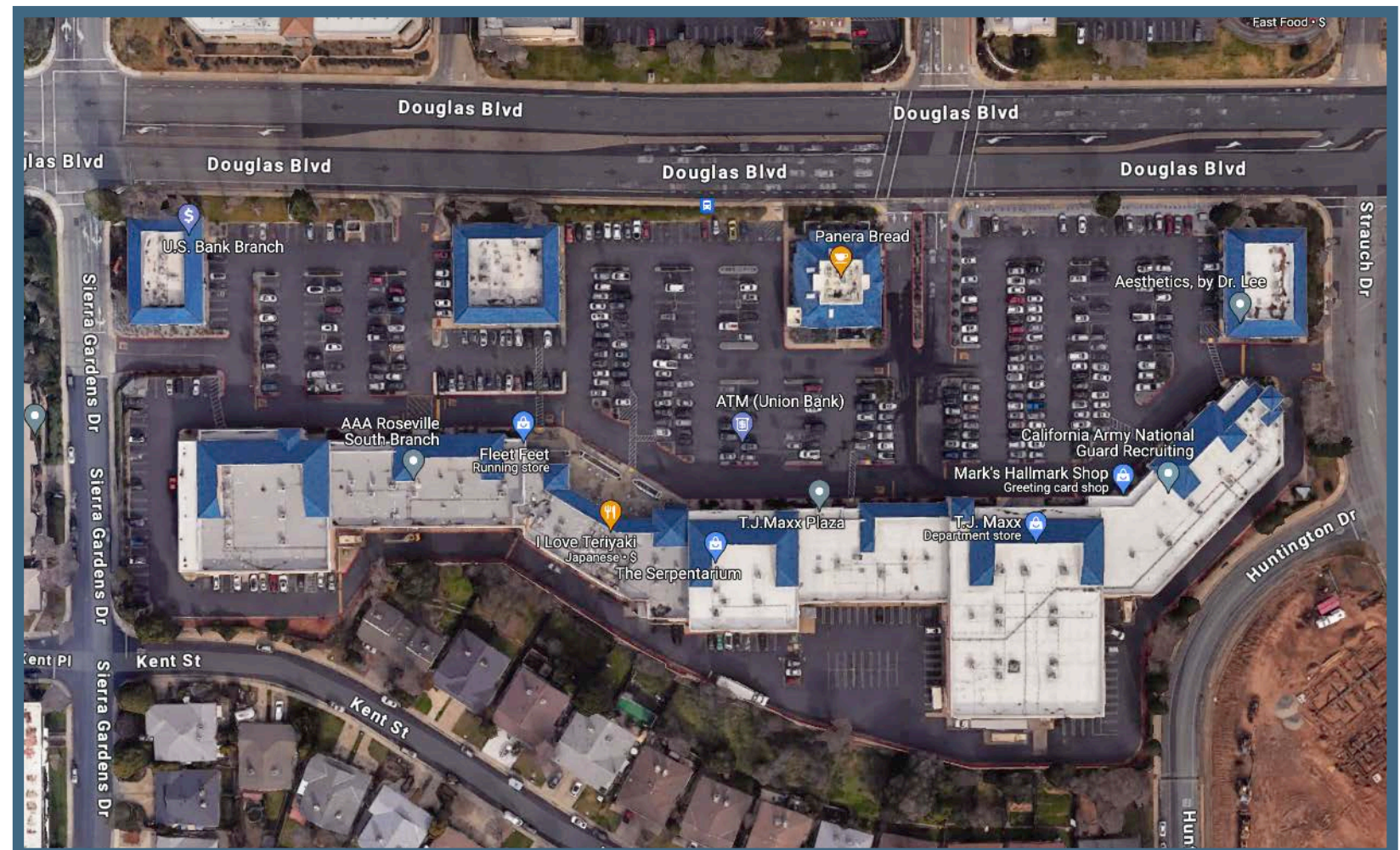


Retail Inventory Review



TJ Maxx Center

- Good mix of national anchors with TJ Maxx, Fleet Feet, Anytime Fitness, and Panera - although AAA and Army National Guard to not ideal co-tenants
- Center is one of the best kept properties in the corridor and shows signs of good management

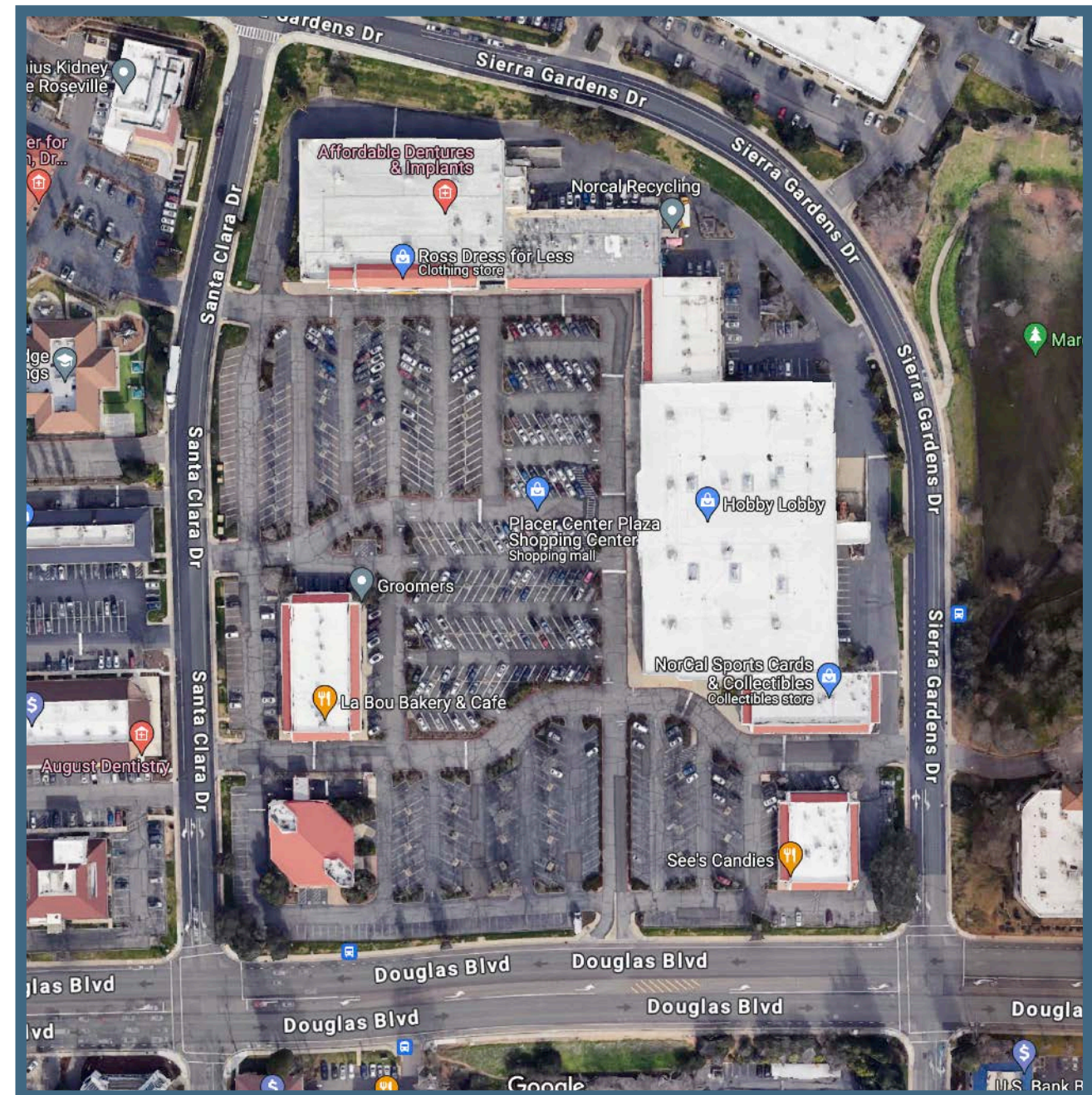


Retail Inventory Review



Hobby Lobby

- Appearance is very dated, but Hobby Lobby and Ross both seem to create significant draw to the center
- Adjacent tenanting is poor, with thrift shop, nail salon, and professional service offerings
- Potential for additional outparcel, as there appears to be excess parking onsite
- Center is split into multiple parcels, creating more difficulty for redevelopment or multi-owner collaboration / buy-in

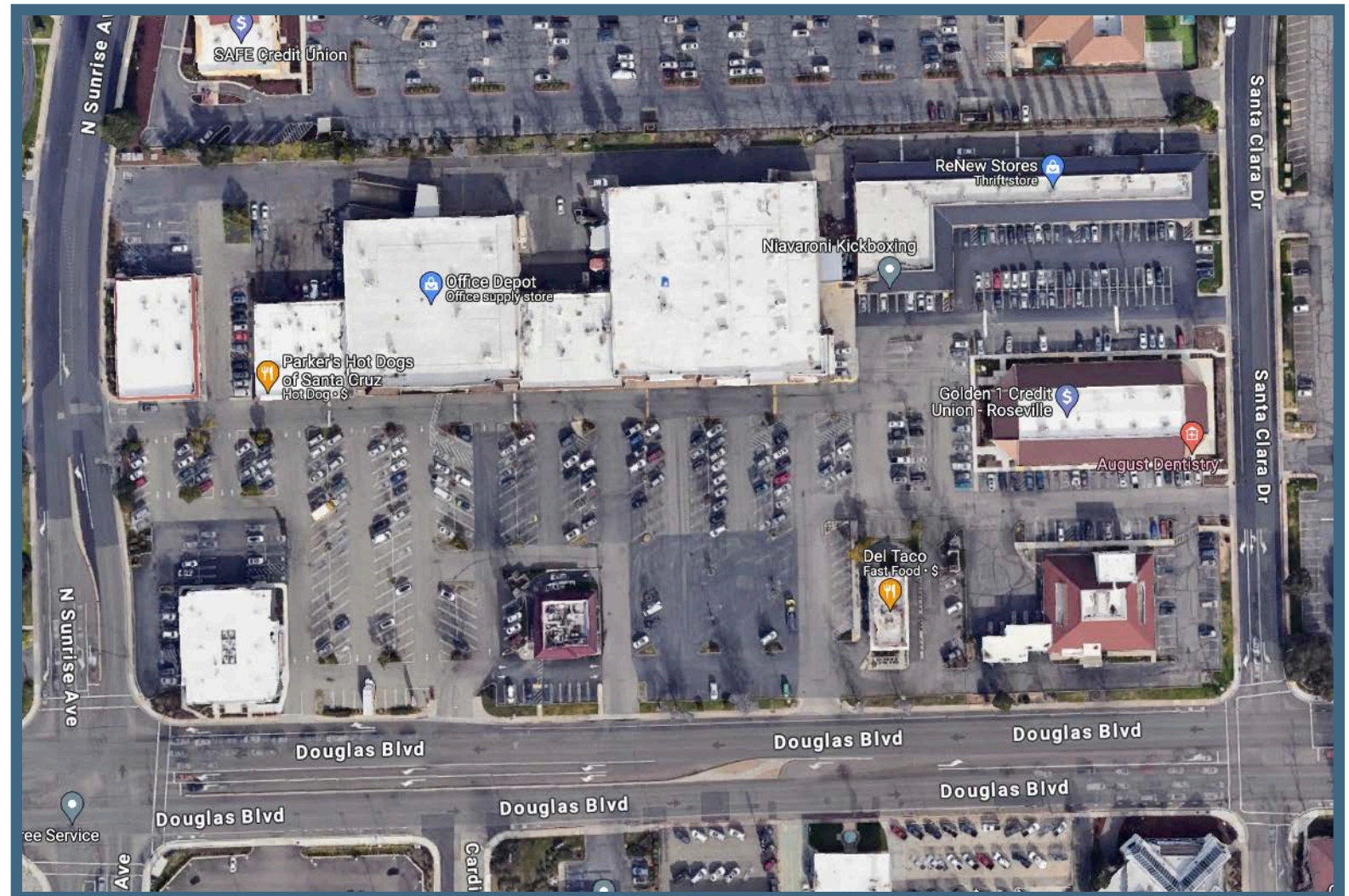


Retail Inventory Review



Office Depot

- Property appears very dated and is in need of façade improvements
- 99 Cent vacancy presents opportunity for new tenant to improve mix
- Great visibility and access points, however traffic tends to stack up along Douglas Blvd during certain points of the day and increases difficulty of ingress/egress
- Parked trucks and potential violations leads to questions about property management. However, center is split into multiple parcels, creating more difficulty for redevelopment or multi-owner collaboration / buy-in

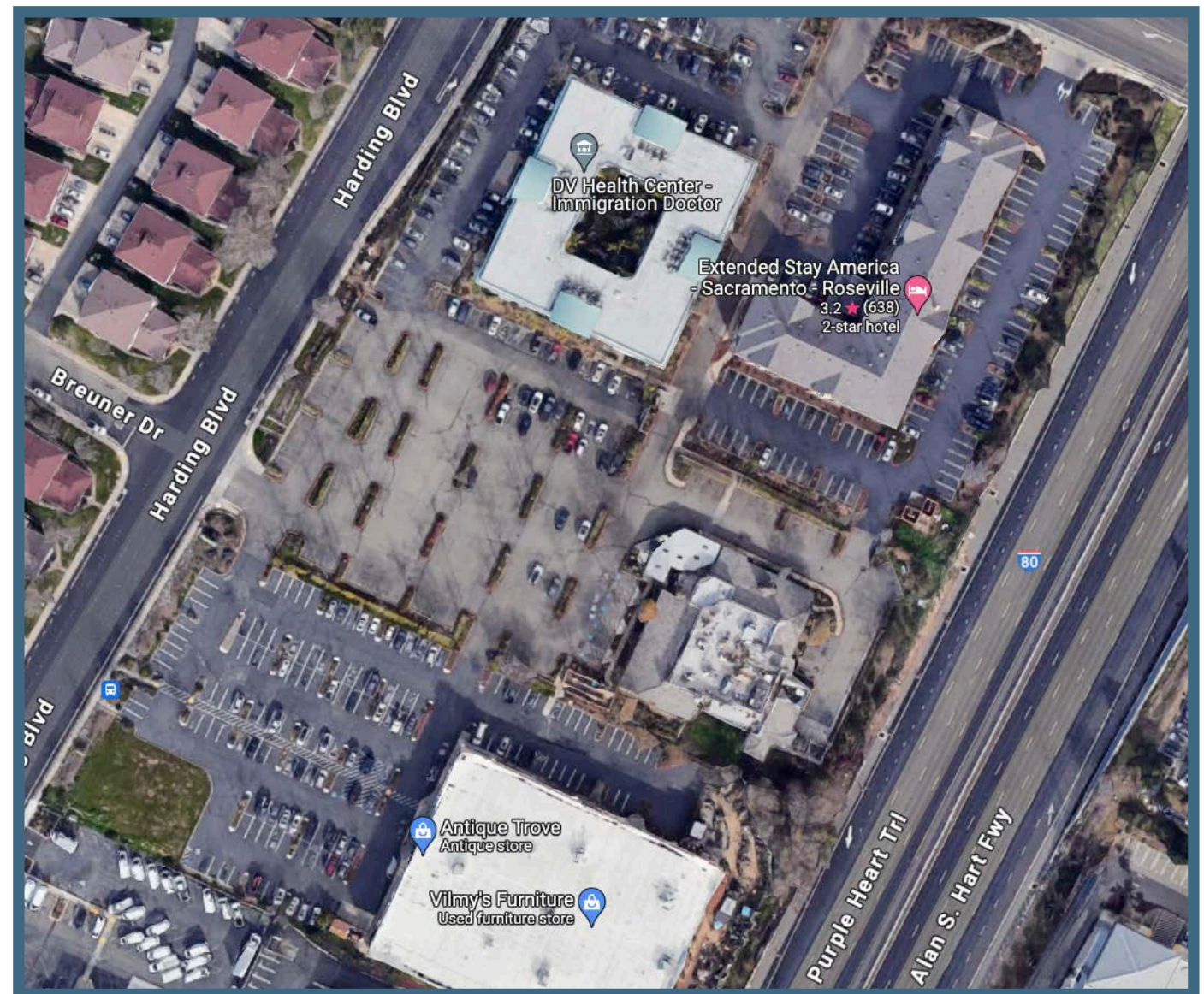


Retail Inventory Review



Claim Jumpers

- Former Claim Jumpers restaurant (12,427 sf building on 2.7 acres)
- Strong visibility from Freeway, although building is set back and elevated from Harding Blvd - landscaping obstructs visibility.
- Depth and size of the site allows for potential mixed-use development with relatively minimal demolition compared to other sites along the corridor.



Retail Inventory Review



Heritage Inn + Waffle Square Restaurant

- Independent, budget hotel and former restaurant in need of redevelopment
- Strong visibility from freeway and multiple access points for ingress/egress
- Ownership seems opposed to selling or improving property
- Depth of site presents strong opportunity for mixed-use project





Recruitment Recommendations

Recruitment Recommendations



Points of Action

Based on the findings from the retail corridor analysis of Douglas-Harding and Douglas-Sunrise areas - in combination with our experience in the retail industry - The Retail Coach recommends the following points of action:

1. Create a unified, collaborative effort for retail economic development. A specific agency or individual needs to be identified and properly equipped with resources to secure buy-in and collaboration with various stakeholders that play a role in impacting the city's ability to recruit new retail and restaurants.
2. Finding retail-specific information needs to be easier on the City website, as currently all economic development information seems to be grouped together. A landing page solely for retail commercial development needs to be created to host demographic, zoning, site information, and other details that are specific to retail commercial use.

Additionally, a direct navigational link for the existing Incentives page on needs to be added to the main Business drop-down menu. The City needs to promote those resources to maintain a business-friendly reputation.

Recruitment Recommendations



Points of Action

2. Identify and maintain an ongoing inventory of potential retail sites for desired tenants and ensure that planning, zoning, and stakeholder buy-in are aligned with the plan for retail attraction. The potential tenants (and their corresponding needs) will differ between these two retail corridors and other parts of the Roseville market. Sites are currently listed for Downtown Roseville on the City website, but a section for available sites in the commercial corridors needs to be added.
3. Engage with developers, property owners, and businesses in the two corridors to collaborate and educate. This will help ensure there is less confusion about any city zoning or approval processes, proper awareness of any local/state resources available, and open lines of communication to streamline discussions with potential tenant prospects. One method to accomplish this is to host quarterly or semi-annual webinars to discuss the retail market, provide updates on ongoing projects, and share latest news

Recruitment Recommendations



Points of Action

4. Retail must be recruited! Designate a representative(s) for the city to engage with site selectors, brokers, and developers to recruit new projects. This is a relationships business, so involvement with retail real estate organizations like ICSC and attending industry events are helpful to establishing relationships with key decision makers for expanding brands. The City needs to plan for these events, create an outreach strategy for attendees to schedule appointments while at the conferences, and follow up accordingly.
5. Create marketing/informational flyer for the commercial corridors for the requirements regarding drive-thru concepts. Developers have expressed confusion about their ability to bring in concepts to the corridors that require a drive-thru window, to the point of incorrectly stating that “drive-thru concepts are not allowed”. These misconceptions need to be corrected with education and marketing materials.

Recruitment Recommendations



Points of Action

6. Consider façade improvement program for the commercial corridors similar to the Downtown program to incentivize shopping center owner to invest in their properties. A minimum frontage requirement could be explored to promote collaboration between property owners in those centers that are sub-divided.
7. Consider a Preferred Developer Program for individuals or firms that have proven to meet the City's desired criteria through previous projects. Preferred status can result in expedited zoning/planning/design approvals, additional incentive programs, or other resources offered by the City.
8. Strong enforcement of existing codes is essential to ensure the commercial corridors are not discouraging new investment during site tours. Properly managed landscaping and sidewalks, long term parking of vehicles, and properly maintained dumpsters can all play a role in the decisions made by developers and tenants alike.

Recruitment Recommendations



Prospective Retail + Restaurants

As part of the Retail Market Analysis, The Retail Coach has prepared a list of potential prospects for recruitment to Roseville (Retail Match List on Page 49). These brands were selected based upon trade area data, existing store locations, available real estate, co-tenancy, and expansion plans. Tenants included on the list represent traditional retail, restaurants (full-service and fast-casual), fitness, and grocery.

A specific brand not being included on the Retail Match List does not necessarily mean that they will not consider these corridors for a potential new location. Many factors go into how a brand selects a new location including franchisee support and input, adjacent uses and tenants, area growth projections, and special development projects. Therefore, a brand's absence from the Retail Match List does not suggest that representatives of the City should forego attempts to engage in conversations with their real estate department or brokers. The Retail Coach encourages client communities to reach out to brands for feedback, as even negative feedback or reasons a brand decides to not pursue a market can be important input for planning purposes.

A core belief of The Retail Coach is that retail must be recruited. In our experience, communities that play an active role in the recruitment of retail and developers oftentimes have the most success in attracting new brands to their community.

Recruitment Recommendations



Prospective Retail + Restaurants

Container Store

Slice House

Rebounderz
Adventure Park

Farmer Boys

The Boiling Crab

Camp Pickle /
Jaguar Bolera

Pet Supplies Plus

Boot Barn

Qdoba

Crab N Spice

SusieCakes

PGA Superstore

Philz Coffee

Urban Plates

85c Bakery

5.11 Tactical

Pacific Catch

The Melt

Ace Pickleball

Burgers and Brew



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Via Electronic Mail

May 8, 2024

Gina McColl, Economic Development Analyst II
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

EXECUTIVE SUMMARY – ROSEVILLE RESIDENTIAL ECONOMIC STUDY

Dear Ms. McColl:

RSG was retained by the City of Roseville (“City”) to evaluate the opportunities and feasibility of housing development in the Douglas-Harding and Douglas-Sunrise Corridor Specific Plan Areas. This Executive Summary provides an overview of RSG’s findings and recommendations further detailed in the accompanying Roseville Residential Economic Study.

KEY FINDINGS AND RECOMMENDATIONS

The Douglas-Harding and Douglas-Sunrise Corridor Specific Plan Areas are built out with few infill sites and high land costs compared to Roseville and surrounding communities. RSG concludes that residential development will be challenged by the lack of ready and reasonably affordable sites, not to mention the unfavorable economic conditions facing most developers today. As a result, patience combined with incentives may be necessary if the City wishes to prioritize residential development in the Specific Plan Areas.

1. Market Rate Infill Constrained by Land Cost and Availability: A market rate multifamily development built at scale of typical developments in the surrounding community would require approximately 10-15 acres of developable land. While there is an ample supply of vacant land in Roseville and surrounding cities, there are very few vacant sites in the Specific Plan Areas, driving up land cost and making projects more difficult to achieve.
2. Market Conditions Currently Unfavorable: These land conditions, paired with increased interest rates and high development costs render market rate multifamily housing development currently infeasible. We anticipate development in the Specific Plan Areas may not be feasible for approximately 10 years or longer. For future development feasibility to improve, RSG projects rents would need to increase ~20% and interest and cap rates to decrease ~0.75%.
3. Anticipated Additional Subsidies needed for Affordable Housing: Affordable housing projects are typically subsidized with Low Income Housing Tax Credits (“LIHTC”) and other, often local, subsidies. For example, RSG found that a 150-unit family project would require not only debt, LIHTC, and a typical deferred developer fee, but additional subsidies of ~\$8.8 million (\$59,000 per unit) excluding land cost, or ~11.8-\$14.8 million (\$79,000-\$99,000 per unit) including land cost. As such, the City should expect to provide gap financing in the form of land donation or development funding if it would like to incentivize affordable housing development in the Specific Plan Areas.

4. Ways City May be Able to Incentivize Development in Specific Plan Areas: In addition to waiting for market conditions to improve and providing gap financing, the City may consider infill incentives that attract developers to the Specific Plan Areas, including:

- Reduced Fee Programs
- Infill Development Incentive Program
- Infill Incentive Plan
- Infill Infrastructure Grant
- Prioritization of Infrastructure Upgrades
- Property Tax Abatement

The City may also consider other incentives with limited impact, including flexible design standards, reduction of setback requirements, and business permit streamlining.

BACKGROUND

The Douglas-Sunrise Corridor Specific Plan area is 250-acres and the Douglas-Harding Corridor Specific Plan area is 152-acres. Both areas are primarily comprised of commercial uses with some residential, public, and open space uses. The City's Housing Element Site Inventory includes 187 acres of property yielding over 4,500 units, but only 2 of those sites are in the Specific Plan Areas and total less than 1.5 acres.

The main objectives of the Specific Plans are to attract and support new residential units to create a mixed-use environment, create a compatible relationship between commercial and residential uses, and establish regulatory mechanisms that streamline the development process for projects that promote Specific Plan objectives.

DEMOGRAPHICS SUMMARY

Roseville has experienced significant growth in the past decade. Roseville's population growth has outpaced nearby cities and the rest of Placer County over the past 10 years, with migration trends indicating a preference for Roseville over higher-cost metropolitan areas across the state. Families make up a considerable portion of households in the city and Roseville's population is skewed towards younger individuals when compared to the County, suggesting a dynamic community with preferences for growth and opportunity.

Over the last decade, the city has seen a 41 percent increase in job growth and a 20 percent increase in housing, suggesting healthy growth towards a balanced job-housing ratio. However, the City should be mindful of maintaining steady housing growth to accommodate the population and job growth.

DEVELOPER FEEDBACK

RSG interviewed 6 developers that have completed market and affordable projects in Roseville and surrounding communities to identify threats, opportunities, strengths, and weaknesses of residential development in Roseville. The feedback is summarized in the table below.

THREATS (EXTERNAL) • High interest rates • Difficulty obtaining construction financing • Developer interest in parcels located outside of City limits; The City may want weigh the consequences of this not only on infill development but also perpetuating urban sprawl.	OPPORTUNITIES • Increased affordable housing rent limits due to increases in County median income • Success securing affordable housing funding • Lack of affordable 60-80% AMI units in the City • Steady market-rate rents • TIF districts
WEAKNESSES • High impact fees* • Availability of vacant land in some areas of the City • Higher parking requirements compared to nearby cities • Lack of steady affordable housing funding available at the City-level	STRENGTHS • Efficient Planning Department* • Qualified City staff • Proactive City Council • City-owned water supply and electricity → cost savings and improved service • Full-service City

Thank you for the opportunity to assist the City plan for infill residential development in the two Specific Plan areas. If we can be of further assistance, please do not hesitate to ask.

Sincerely,
RSG, INC.



Jim Simon, Principal



Alex Lawrence, Senior Associate

Enclosure: Roseville Residential Economic Study



Roseville Residential Economic Study

May 8, 2024



Introduction and Executive Summary

RSG was retained by the City of Roseville to evaluate the opportunities and feasibility of housing development in the Douglas-Harding and Douglas-Sunrise Corridor Specific Plan areas.

This study includes the following components:



Inventory of potential opportunity sites



Demographic study



Multifamily market-rate feasibility analysis and absorption analysis



Affordable housing feasibility analysis

As demonstrated in this study, RSG concludes that residential development will be challenged by current market conditions and a lack of ready and reasonably affordable sites.

The City should expect to provide gap financing for affordable housing, while identifying incentives if it desires to bring market rate housing to the area.

Area Overview

Placer County

- Six incorporated cities and towns
- Population of 410,305 (2023)

City of Roseville

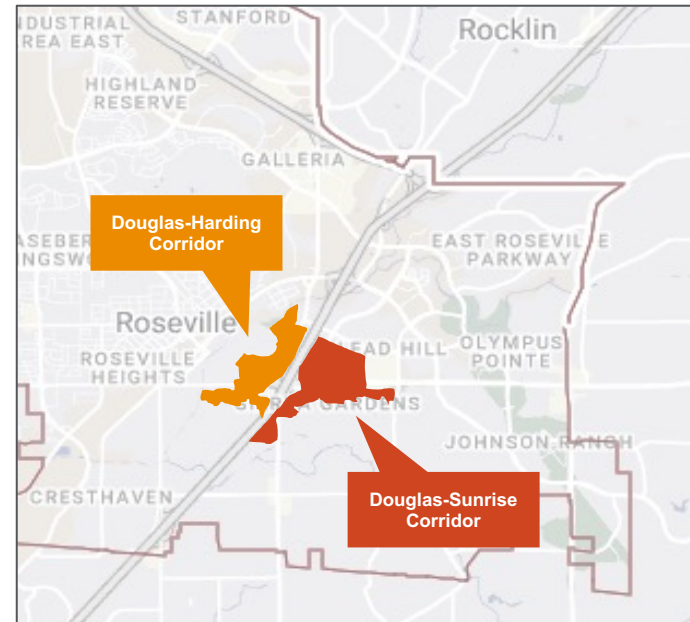
- 16 miles northeast of Sacramento
- Largest city in Placer County
- Population of 152,928 (2023)

Douglas-Harding Corridor Specific Plan

- 152-acres
- Primarily commercial uses, with some residential homes and multi-family properties

Douglas-Sunrise Corridor Specific Plan

- 250-acres
- Mix of commercial areas, residential neighborhoods, public-designated land, and a dog park



Source: CA DOF, Corridor Specific Plans

Existing Land Uses



Designated residential uses make up a majority of existing uses throughout the City, but only approximately **30%** of existing uses in the Douglas-Harding Corridor and **10%** in the Douglas-Sunrise Corridor

Acres	Residential	Commercial	Office	Industrial	Other ¹	Total ²
City of Roseville	13,100	2,265	800	2,365	8,100	26,000
Douglas-Harding	47	99	2	-	-	152
Douglas-Sunrise	28	180	9	-	7	251

¹ Other uses include Central Business District, Public/Quasi-Public, Parks and Recreation, Open Space, and Urban Reserve

² Totals may not add due to rounding. [†]

Sources: City of Roseville 2035 General Plan Update EIR, Corridor Specific Plans

Objectives of the Specific Plans



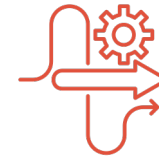
Attract new development and redevelopment that is an integrated part of the Plan Areas



Support new residential units within the Plan Areas to create a mixed-use environment that supports local businesses

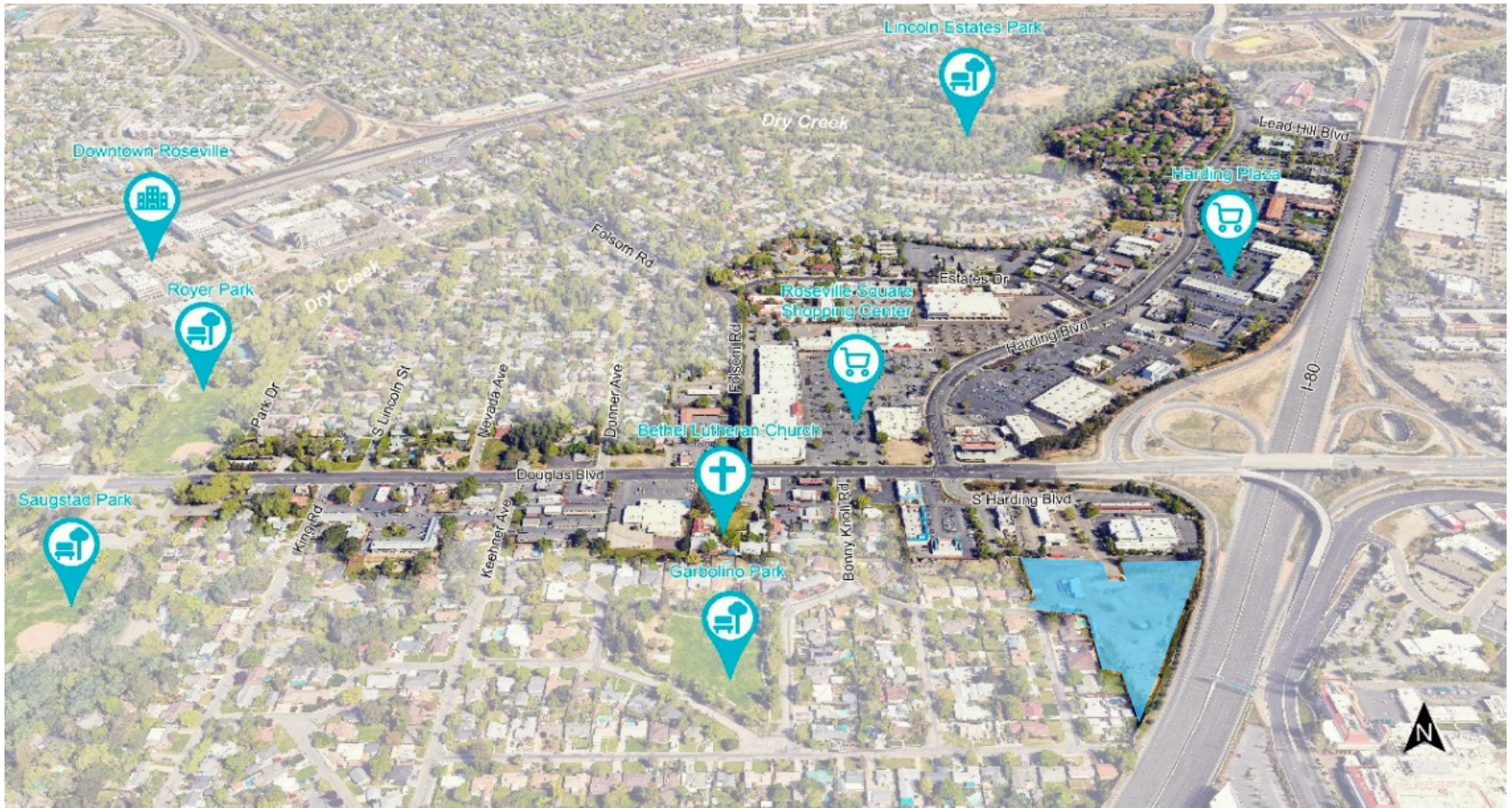


Create a compatible and harmonious relationship between residential and commercial development



Establish regulatory mechanisms that streamline the development process for projects that promote plan objectives

Douglas-Harding Corridor Setting



Douglas-Sunrise Corridor Setting



Residential Standards

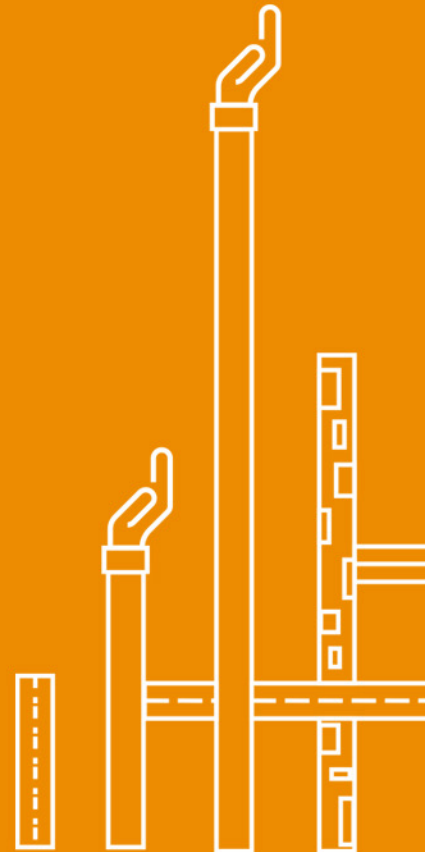
In Both Specific Plan Areas

	Douglas-Harding	Douglas-Sunrise
Low-Density Residential ¹	Up to 6.9 du/ac	Up to 6.9 du/ac
Medium-Density Residential ²	Between 7 – 12.9 du/ac	Between 7 – 12.9 du/ac
High-Density Residential	> 13 du/ac ≤ 1 story taller than adjacent SFR 30 ft. step-back	> 13 du/ac ≤ 1 story taller than adjacent SFR 30 ft. step-back
Existing Residential Units	642	432

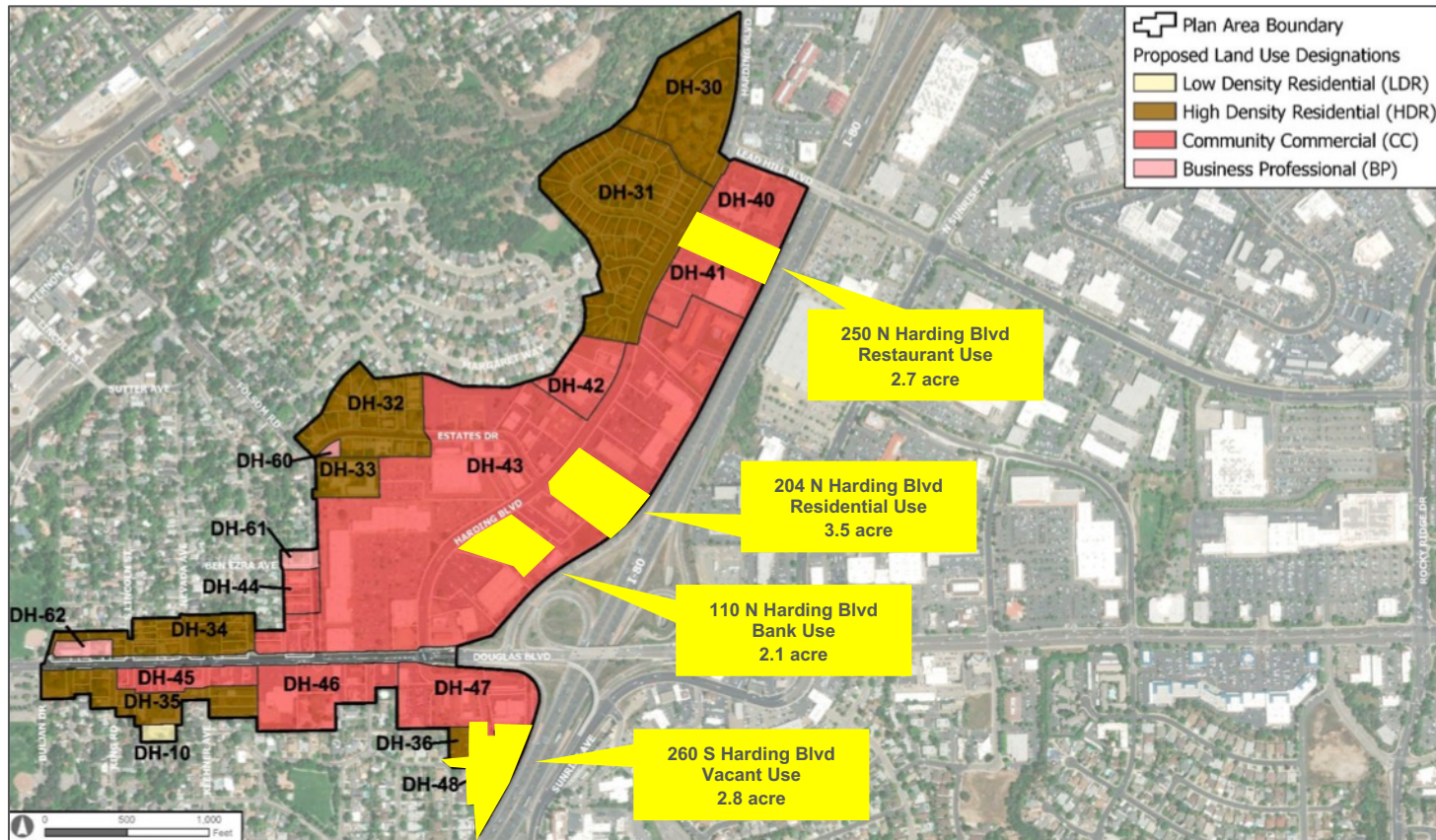
¹ Refer to the Zoning Ordinance and Community Design Guidelines for additional Low- and Medium-Density Residential guidelines.

² See above.

Site Inventory

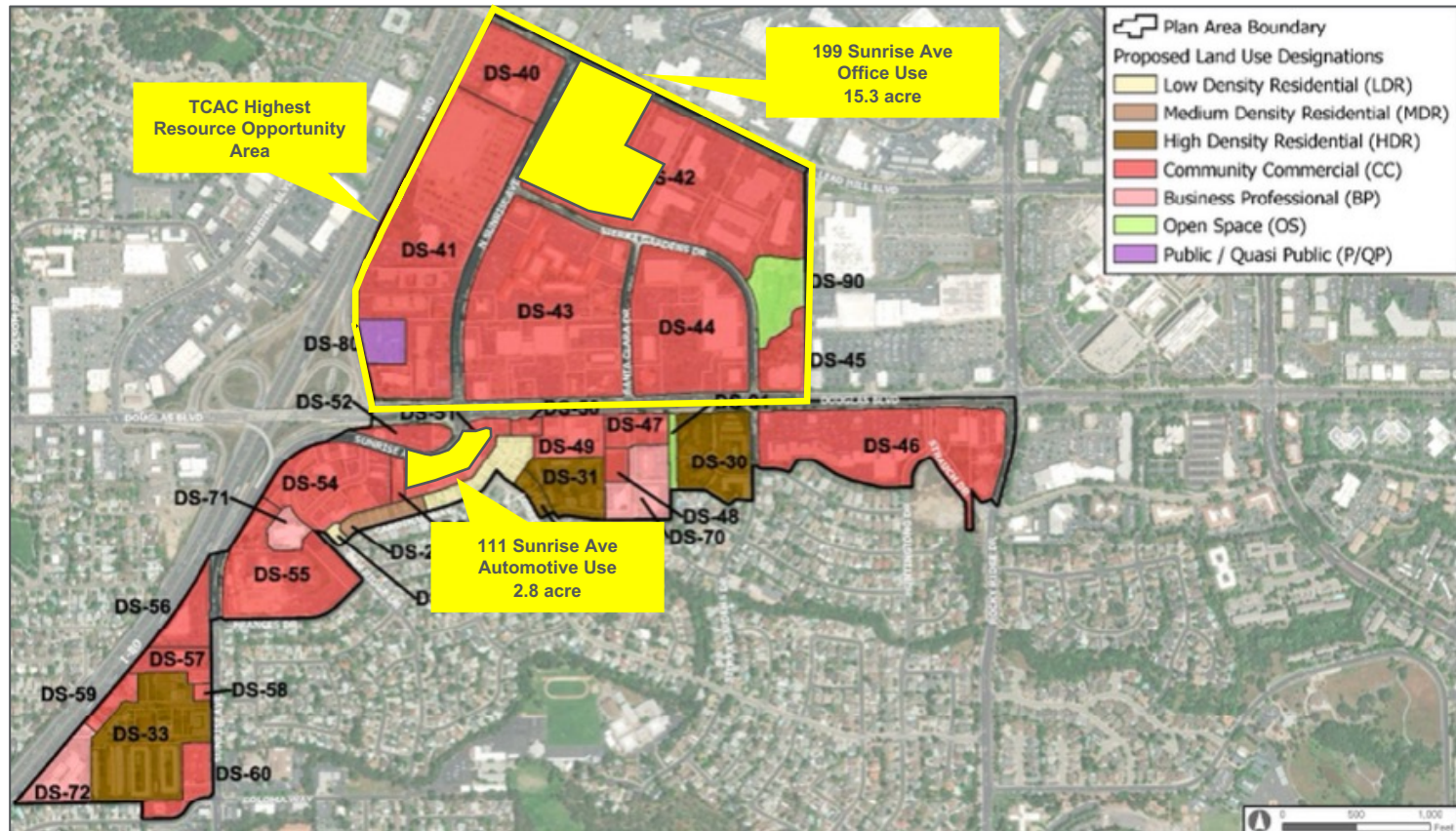


Douglas-Harding Potential Sites



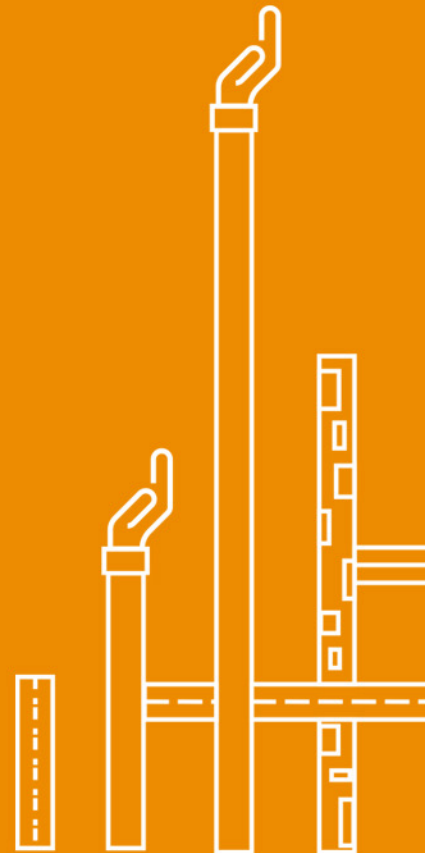
Source: ParcelQuest, City of Roseville

Douglas-Sunrise Potential Sites

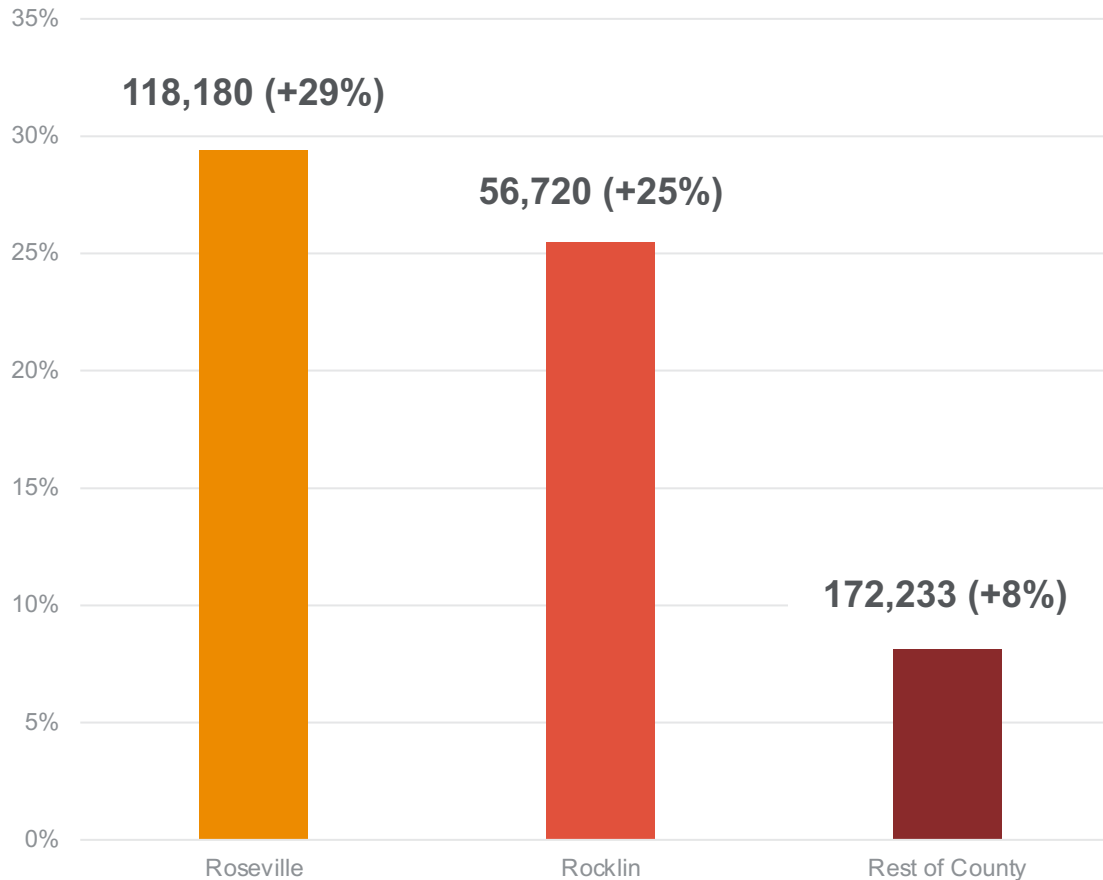


Source: ParcelQuest, City of Roseville

Demographic Trends



Population Growth Trends – 2010 to 2023

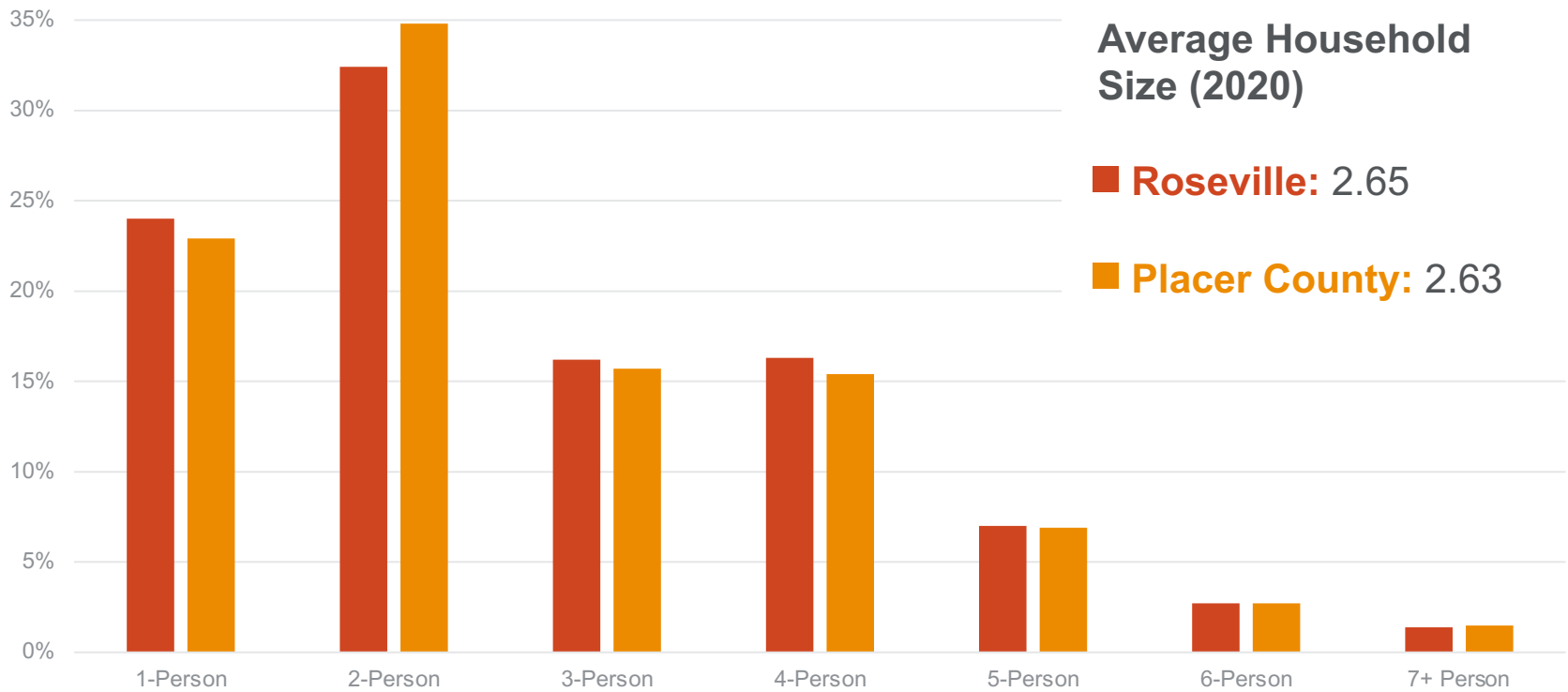


Over the past decade, Roseville has experienced the highest population growth in Placer County, highlighting a clear demand for a variety of housing choices, employment prospects, and vibrant communities within the city.

Source: CA DOF

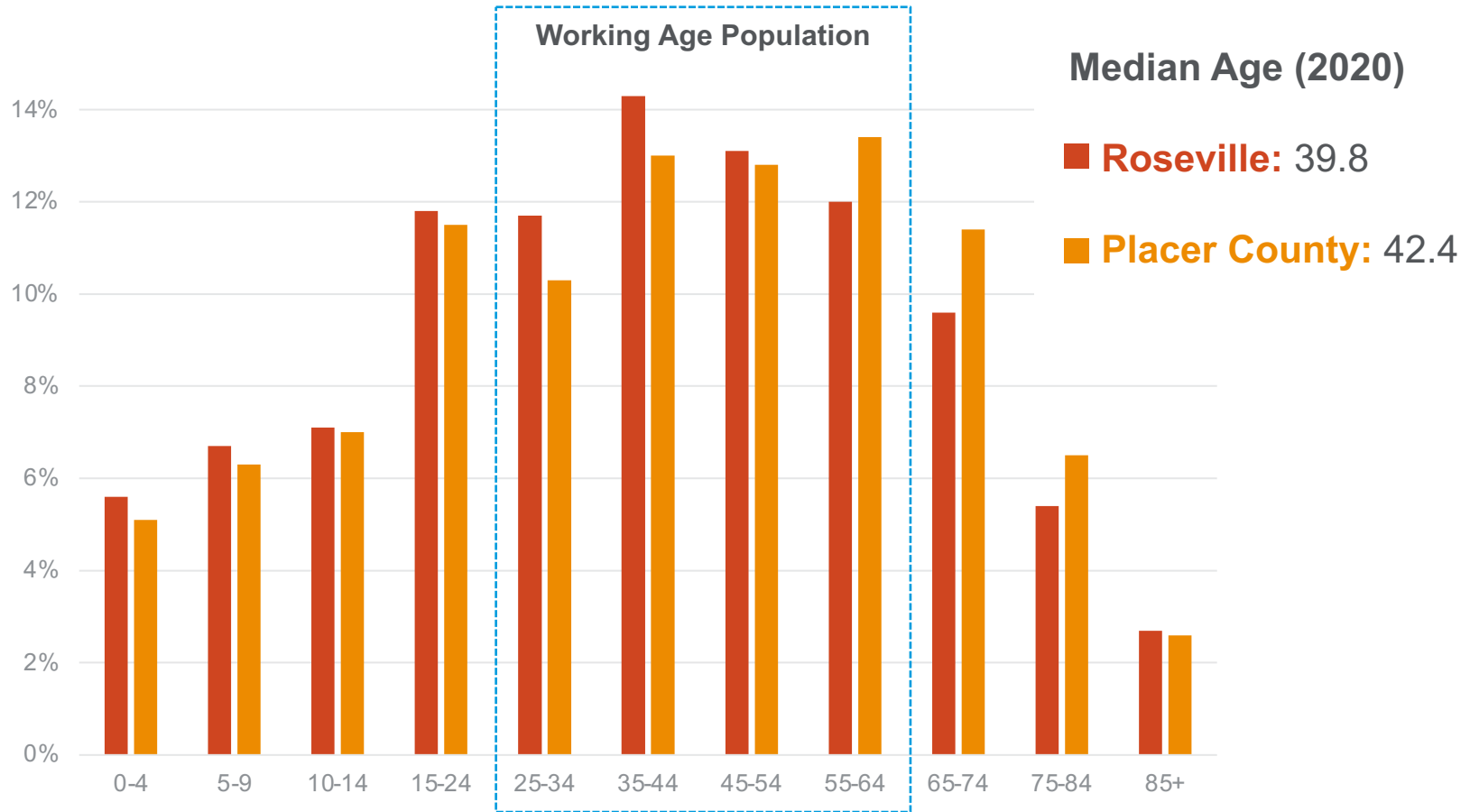
Household Sizes

A high proportion of family-sized households indicates a county-wide preference for easily accessible neighborhood amenities, reputable school districts, and housing located near job centers.



Source: ESRI (2020)

Age Characteristics



Source: ESRI (2020)

Migration Trends

Projected migration patterns suggest that individuals relocating to Roseville are looking to move from high-cost metropolitan areas. These trends imply a desire for more affordable housing options without compromising on quality of life.

People are moving to Roseville from
By Net Search Flow

1	San Francisco	11,828
2	Los Angeles	1,333
3	Visalia	374
4	Fresno	343
5	New York	189

Number of People Moving to Roseville

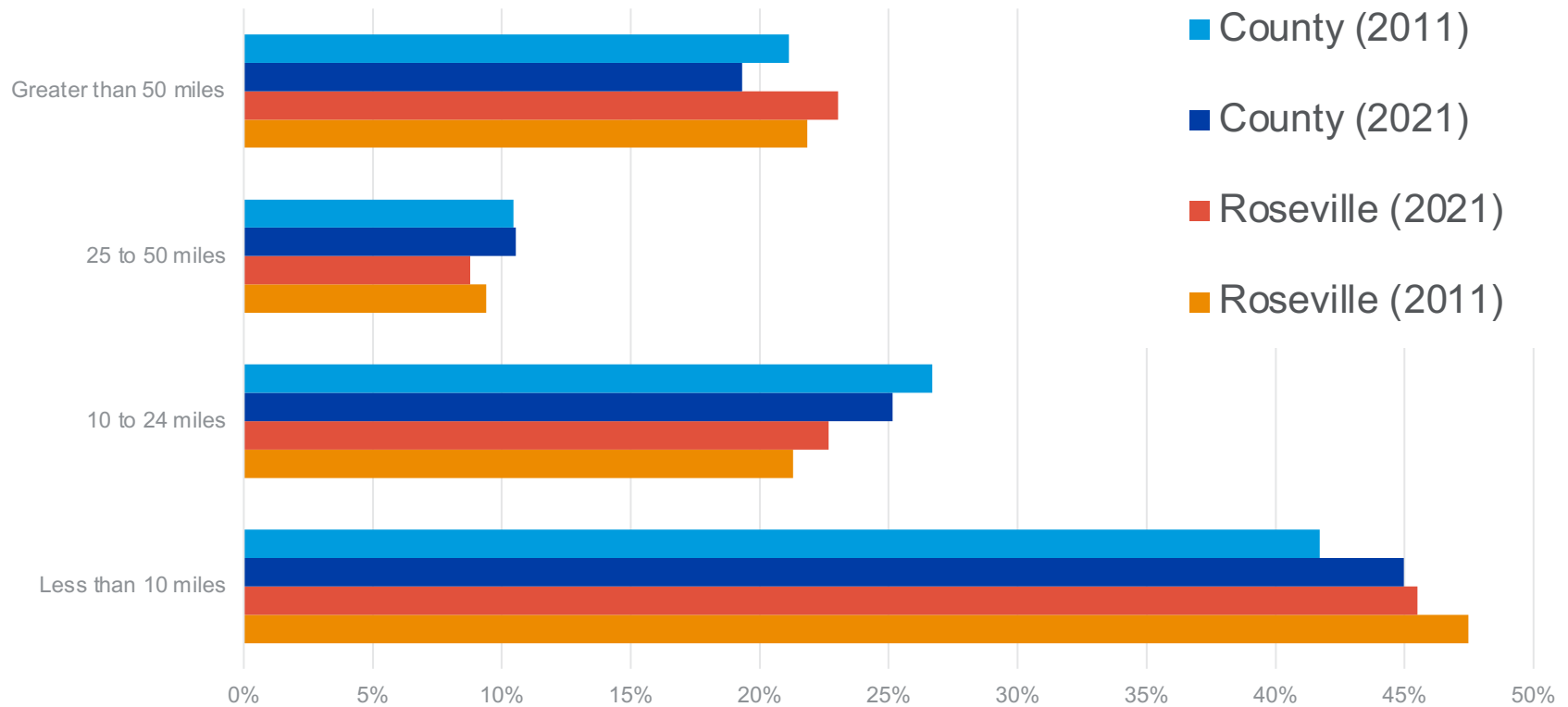
least    most



This data does not reflect actual moves. The latest migration analysis is based on a sample of about two million Redfin.com users who searched for homes across more than 100 metro areas. To be included in this dataset, a Redfin.com user must have viewed at least 10 homes in a three month period. This dataset excludes all rentals data.

Source: Redfin.com (Q1 2024)

Distance Traveled by Workers Employed in Roseville and Placer County

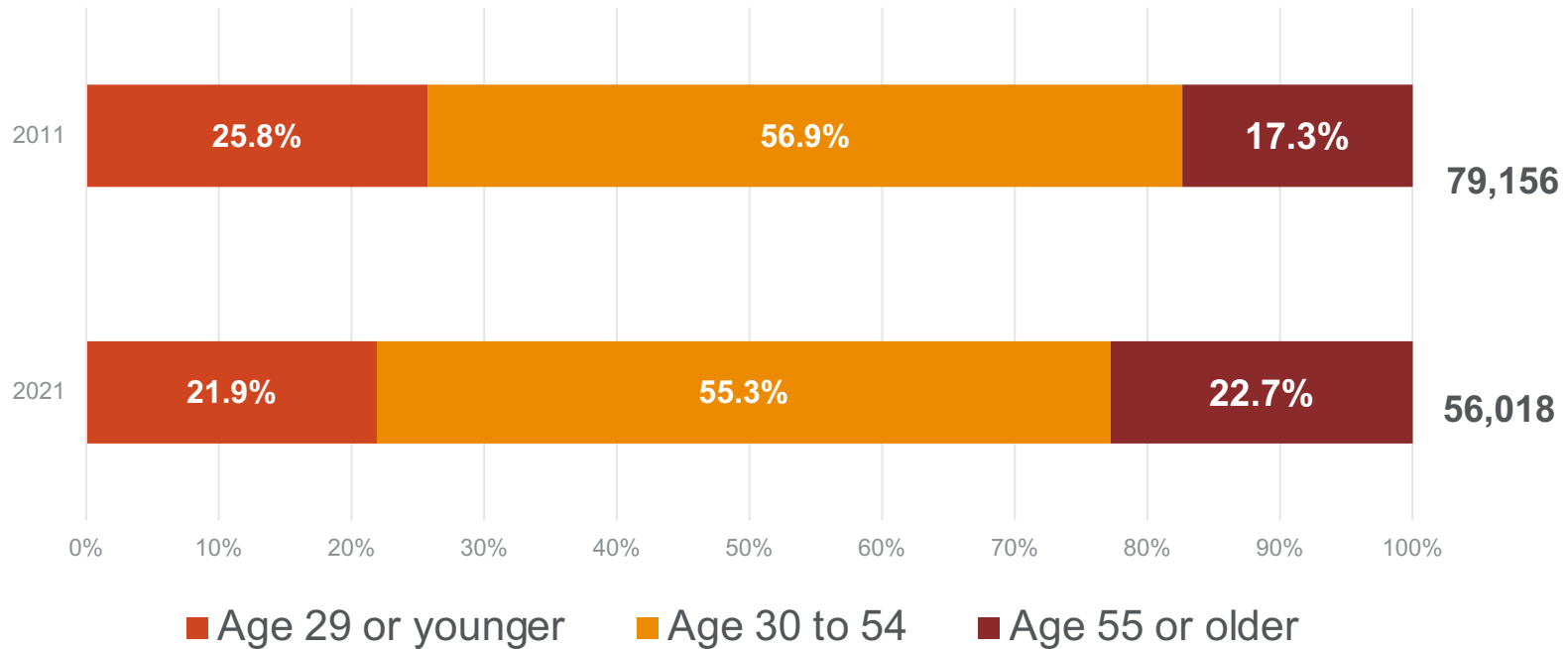


Source: US Census Bureau – OnTheMap (2021)

Workforce Composition

Roseville's workforce composition has shifted over the last 10 years, with 55+ individuals making up a larger portion of the workforce today.

Primary Jobs in Roseville by Age (2011 vs. 2021)

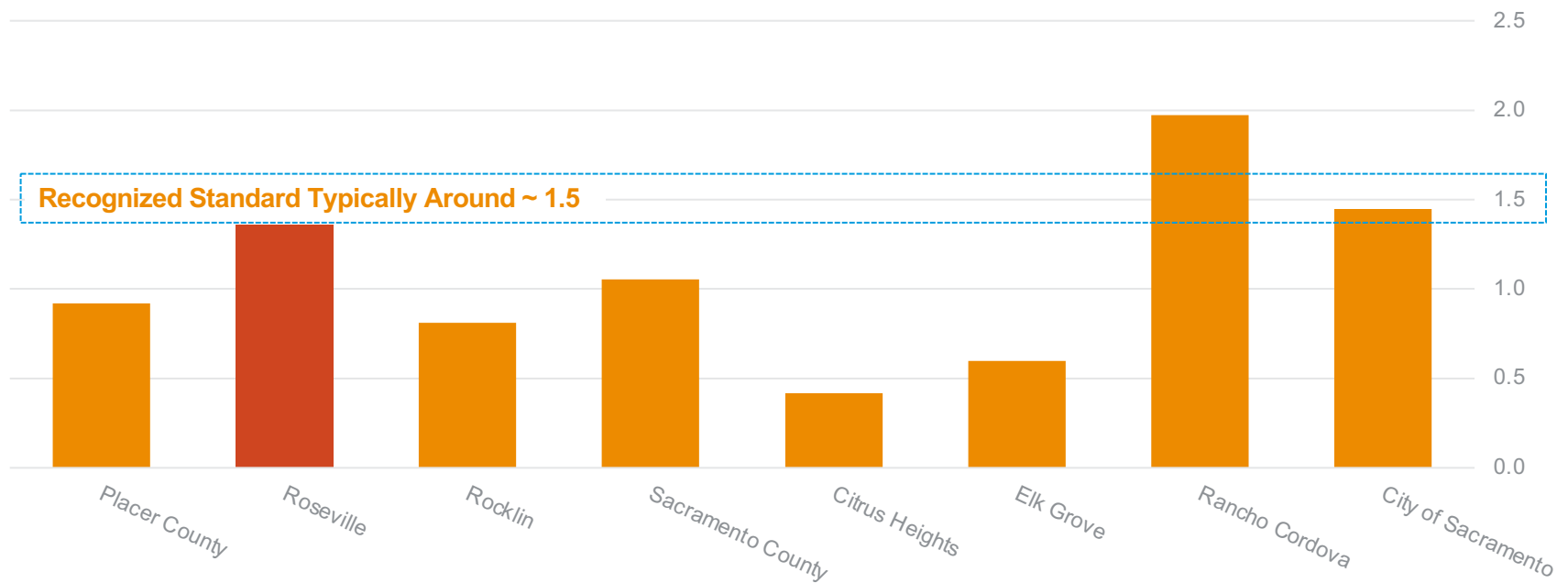


Source: US Census Bureau – OnTheMap (2021)

Jobs and Housing

In 2021, Roseville had a jobs-housing ratio of 1.36, which is the third highest across Placer and Sacramento County.

2021 Jobs-Housing Ratio

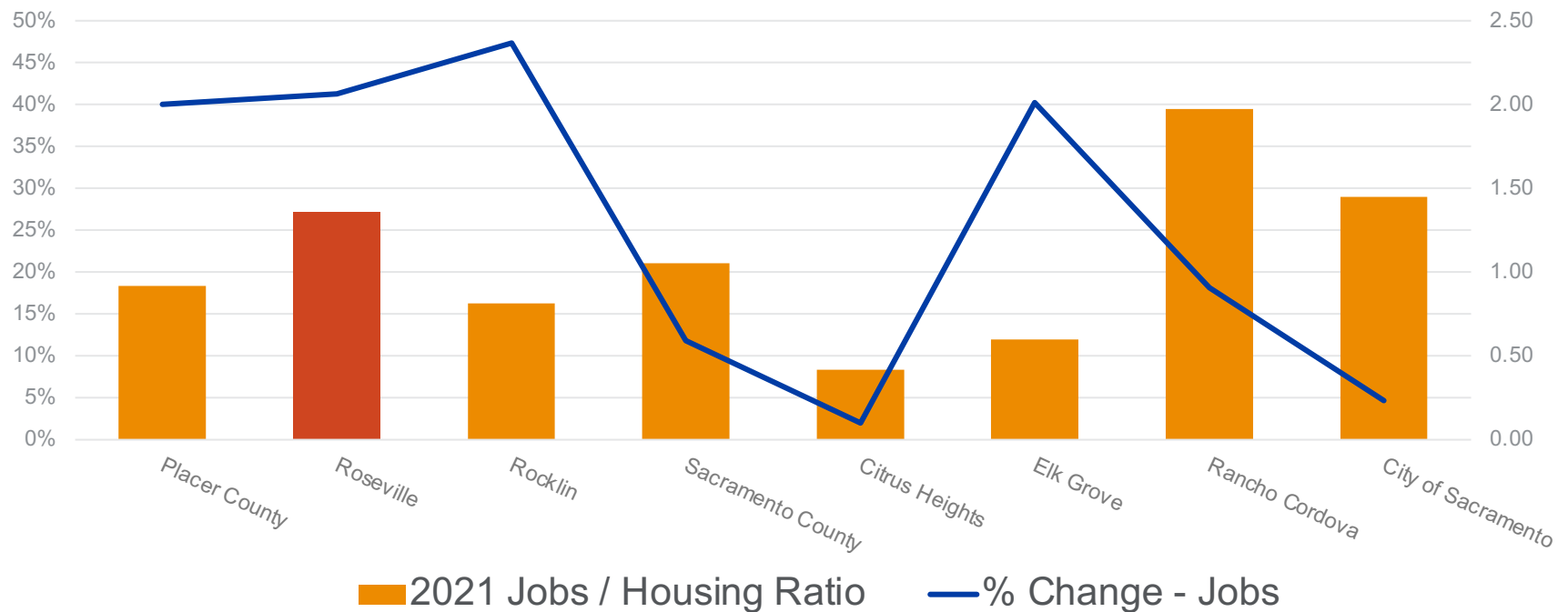


Source: US Census Bureau – OnTheMap (2021), CA DOF

Jobs and Housing

The number of jobs in Roseville has increased by more than 40% since 2011.

Percentage Changes in Jobs (2011 vs. 2021)

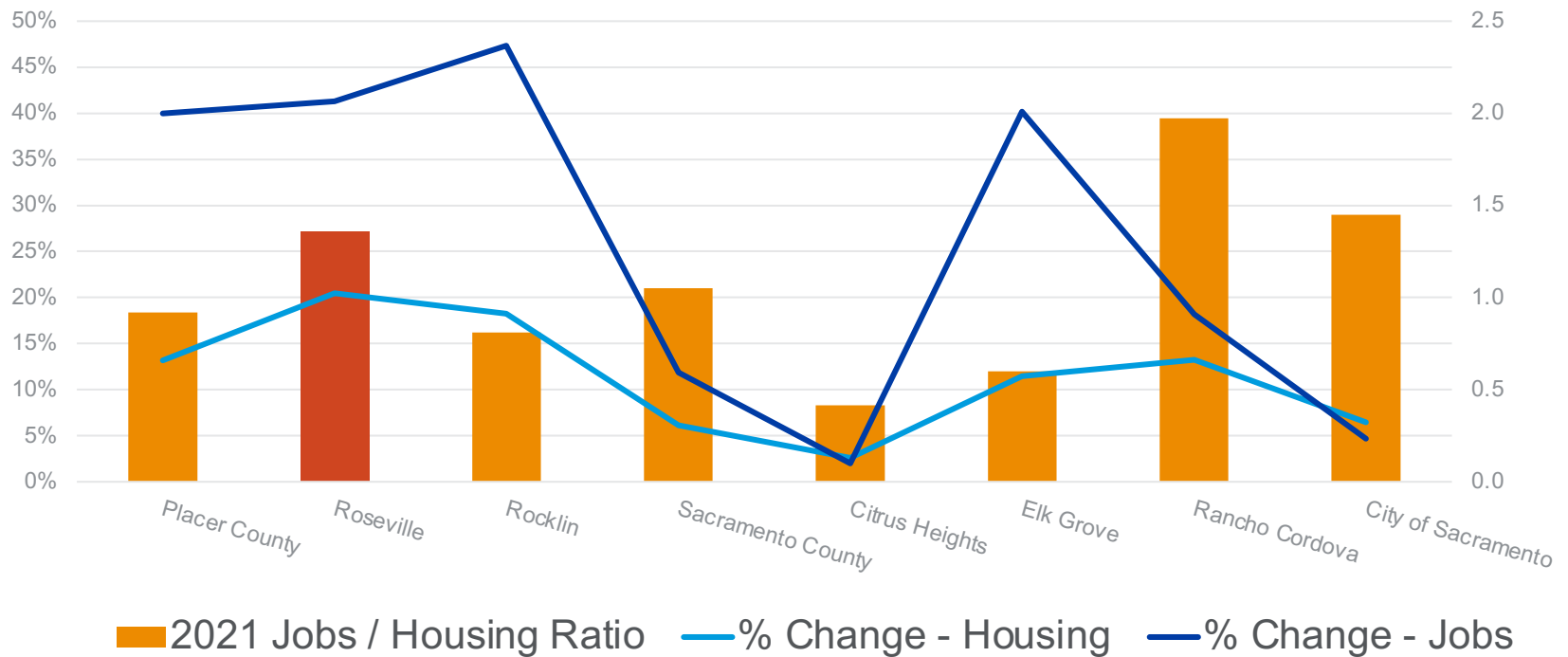


Source: US Census Bureau – OnTheMap (2021), CA DOF

Jobs and Housing

The number of housing units in Roseville has increased approximately 20% in Roseville since 2011, indicating positive growth towards a balanced job-housing ratio of 1.5.

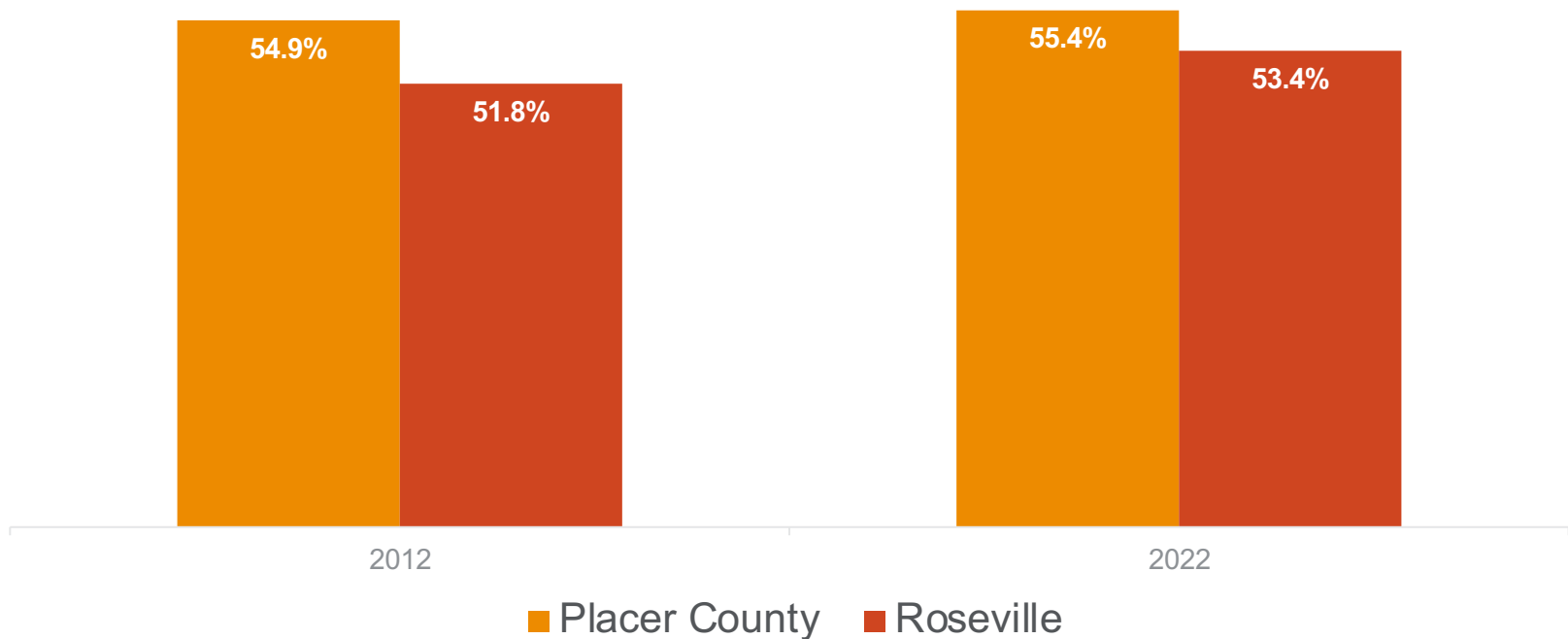
Percentage Changes in Jobs and Housing (2011 vs. 2021)



Source: US Census Bureau – OnTheMap (2021), CA DOF

Rent Burdened Households

Percentage of occupied units where gross rent exceeds 30% of household income

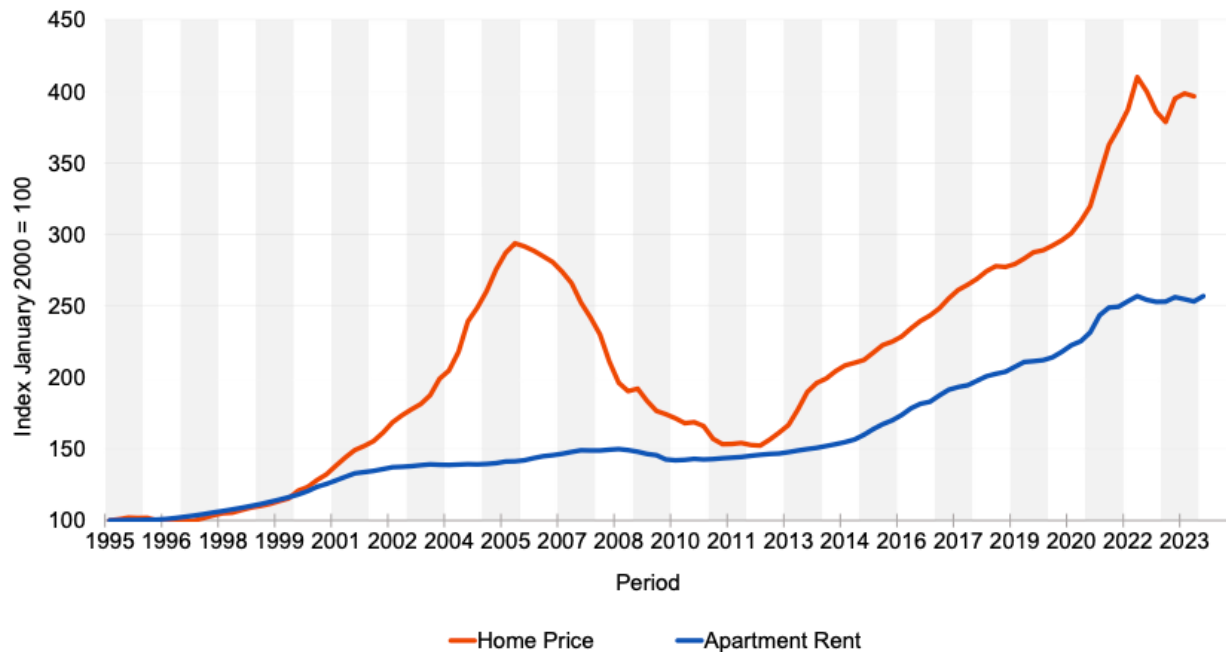


Source: US Census Bureau

Home Prices vs. Apartment Rents

The surge in home prices has outpaced the growth in apartment rents significantly, potentially altering housing preferences as renters face high barriers to entry for homeownership.

Sacramento-Roseville-Folsom Metropolitan Area



Source: S&P CoreLogic Case-Shiller U.S. National Home Price Index, CoStar, April 2024

Demographics Summary



Population Growth

- Roseville's population growth has outpaced nearby cities and the rest of Placer County in the last decade, with migration trends indicating a preference for the City over higher-cost metropolitan areas across the state



Demographics

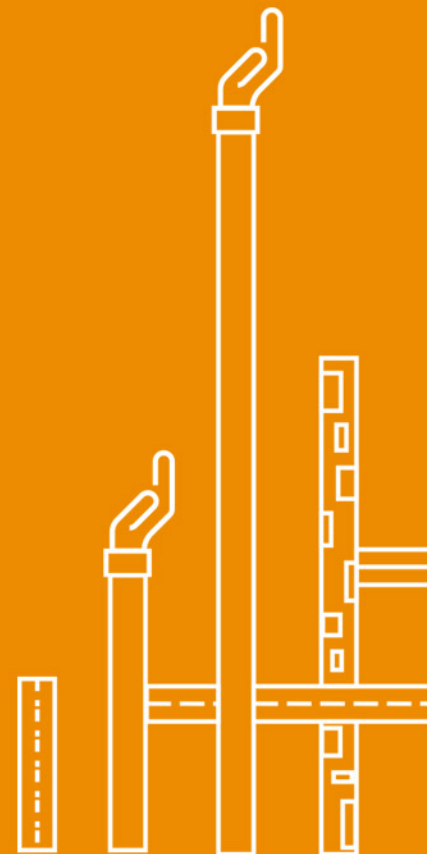
- Families make up a considerable portion of households in the City, which is comparable with County trends
- Roseville's population is skewed towards younger individuals when compared to the County, suggesting a dynamic community with preferences for growth and opportunity



Jobs

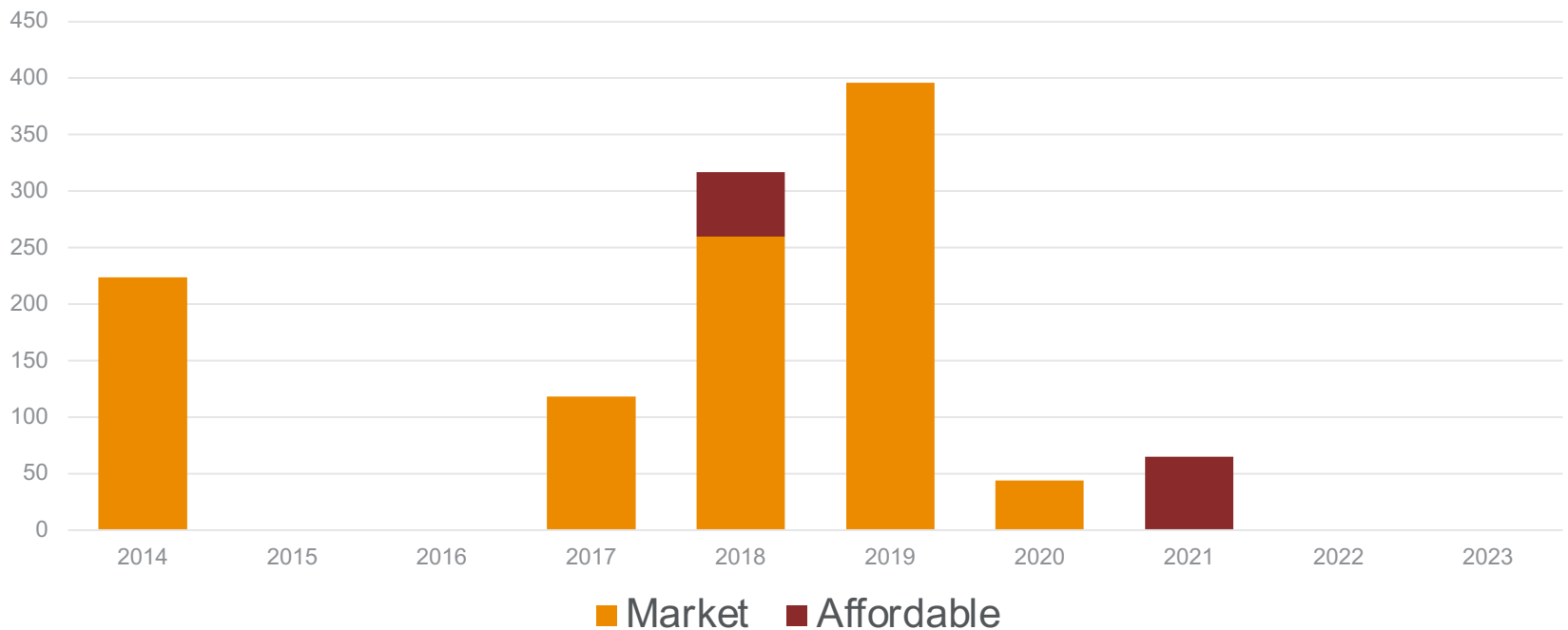
- Roseville's workforce is aging, with 55+ individuals making up five percent more of the workforce when compared to ten years ago
- Over the last decade, job growth has surpassed housing growth by over 20 percent, suggesting healthy growth towards a balanced job-housing ratio

Market Rate Housing Feasibility



Historical Production

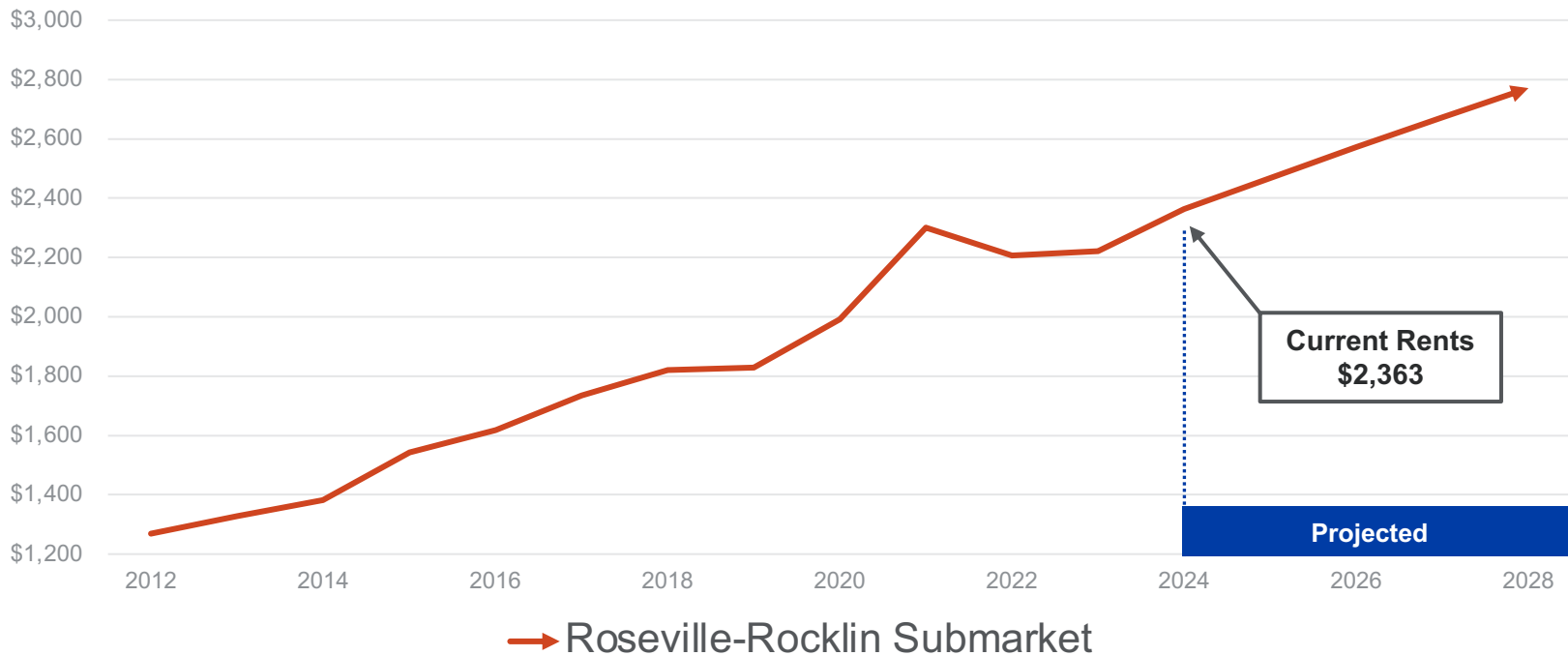
Market and affordable deliveries in the City of Roseville



Source: CoStar

4 & 5-Star Rent History

Roseville-Rocklin Submarket

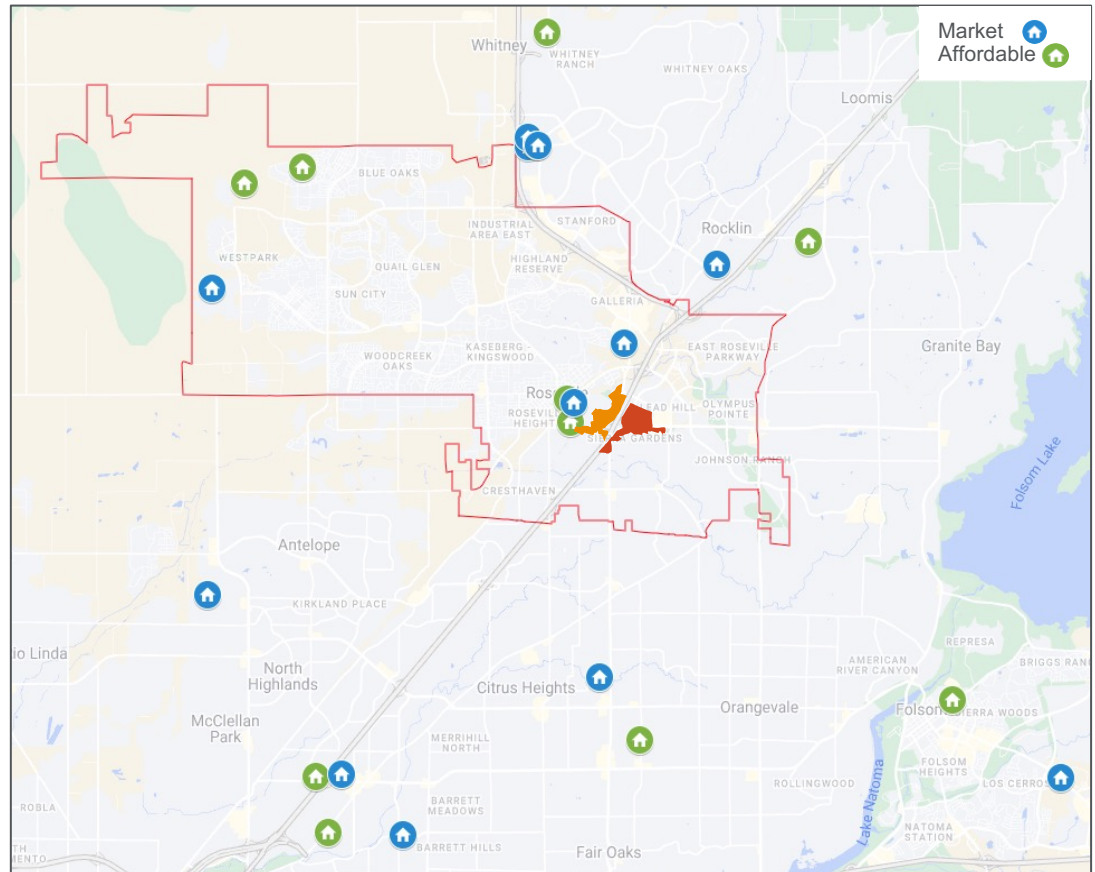


Source: CoStar

Pipeline Projects

Within 10 miles of Specific Plan Areas

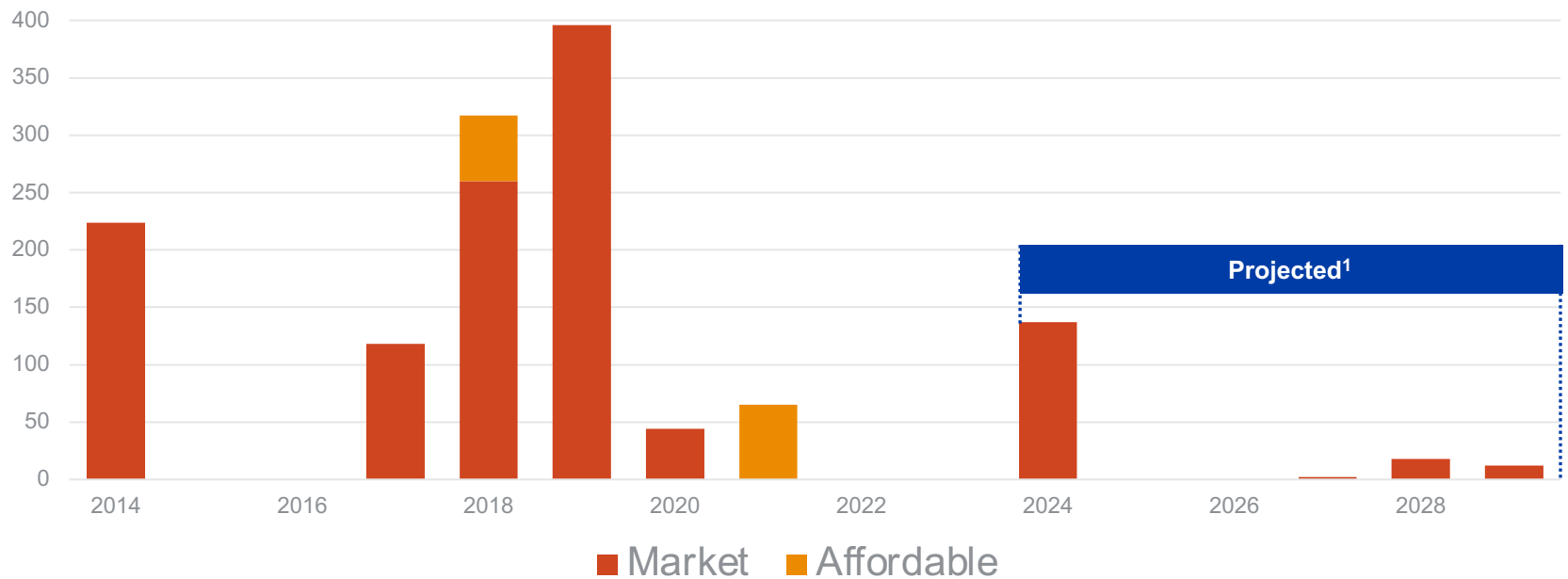
Type	Units
Market	2,685
Affordable	868
Total	3,553



Source: CoStar

Historic and Projected Deliveries

Market and affordable deliveries in the City of Roseville



¹ CoStar does not project affordable units delivered

Source: CoStar

Pipeline Projects

Within 10 miles of Specific Plan Areas

Property Address	City	Status	Units	Acres	Du/ac
6301-6351 W Oaks Blvd	Rocklin	Proposed	371	9.3	40
2480 E Bidwell St	Folsom	Under Construction	257	22.4	11
4748 Engle Rd	Carmichael	Proposed	18	0.9	19
7612 Gibson Ln	Sacramento	Proposed	744	4.9	151
6201 W Oaks Blvd	Rocklin	Proposed	68	4.3	16
5615 Pacific St	Rocklin	Proposed	180	8.2	22
129 Vernon St	Roseville	Under Construction	15	0.5	30
5601 Winding Way	Carmichael	Proposed	224	16.8	13
Baseline Rd	Roseville	Proposed	209	23.7	9
6000 Baseline Rd	Roseville	Proposed	1400	29.7	47
5250 Date Ave	Sacramento	Proposed	18	0.9	19
901 Galleria Blvd	Roseville	Proposed	800	20.0	40
6250 W Oaks Blvd	Rocklin	Proposed	397	18.2	22
3200 Pleasant Grove Blvd	Roseville	Under Construction	225	12.2	18
7815 Sayonara Dr	Citrus Heights	Proposed	24	0.8	28
1450 State Highway 193	Lincoln	Proposed	271	19.9	14

Source: CoStar

Market Rate Land Requirements

Based on Recent Developments in 10 Mile Radius



~12+ acre site

- ~25 du/acre (15-30 du/acre)
- >300 units



\$400k per acre

- Excludes extraordinary assembly costs or unique environmental or infrastructure costs

Market Rate Apartments Not Feasible Today

Hypothetical 300-unit project on 12 acres in Specific Plan Areas



New multifamily construction conditions are generally not favorable today



Higher land costs in specific plan areas (RSG estimates 3x that of other property) add an additional barrier to construction.

Land	1,200,000	acre	14,400,000
Construction Cost	336,800	unit	101,040,000
Total	384,800	unit	115,440,000
Monthly Rent	\$ 2,300	unit	
Gross Stabilized Income	7,866,000	year	
Less Expenses	(2,850,000)	year	
Net Operating Income	5,016,000	year	
Value	248,305	unit	\$ 74,491,531
Feasible / (Infeasible)			\$ (40,948,469)

Unique Challenges in Specific Plan Areas

In addition to market conditions that deter housing construction in the current market, the Douglas-Harding and Douglas-Sunrise Corridor Specific Plan areas face other challenges, including:



Market rate multifamily will need between 10-15 acres of vacant land

- No such supply in Specific Plan areas
- Higher asking prices for redevelopment sites

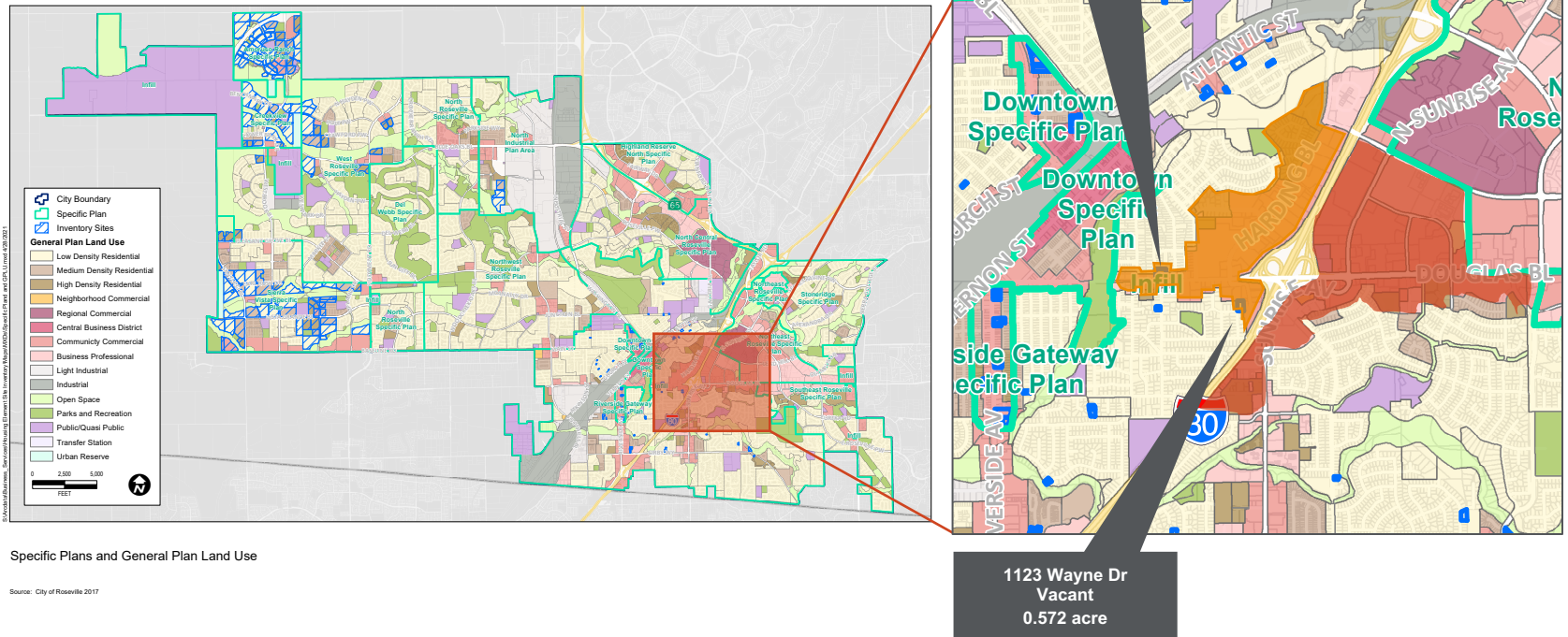


Ample supply of vacant land elsewhere in Roseville

- Housing Element Site Inventory includes 187 acres of property (yielding over 4,500 units)
- Only two of these sites are in the Specific Plan areas

Housing Element Sites

Two inventory sites in the Douglas-Harding Corridor; none in the Douglas-Sunrise Corridor



Market Rate Feasibility

Even if land were available, higher land costs will delay absorption

	Today	Feasible
Increase Market Rents	\$2,300	\$2,825
OR Decrease in Interest Rates		- 0.75%
RLV / Acre	negative	\$400k
Demand Horizon	+10 years	Feasible

Increased in interest rates with high development costs and relatively stagnant (albeit relatively high) rents have slowed construction of new housing across the nation as has been well documented

One or more factors would need to change to improve **future** development feasibility

- Rents increase +20%
- Interest & cap rates decrease -0.75%

This may push demand for new projects out 10 years

Absorption Forecast

	Outside Specific Plan Areas	Inside Specific Plan Areas
Acquisition Cost / Acre	\$400,000	\$1,200,000
Available Land Area (~ 12 acres minimum)	185.6 ac Vacant 1.4 ac Developed	Redevelopment Sites Only
Absorption of ~ 300 Units	By 2029-2031	After 2030-2032

Source: RSG Forecast

Improving Market Rate Absorption



With an ample supply of more affordable and readily developable residential land elsewhere, the City has some inherent challenges to attracting market rate residential housing to the Specific Plan Areas in the foreseeable future.

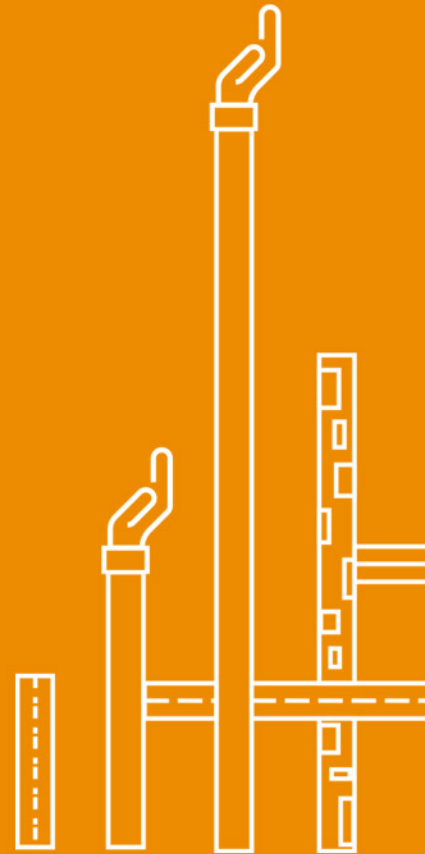


As the supply of more affordable and available multifamily land dwindles, infill (redevelopment) sites including not only the Specific Plan Areas but downtown Roseville may be more attractive for residential use.



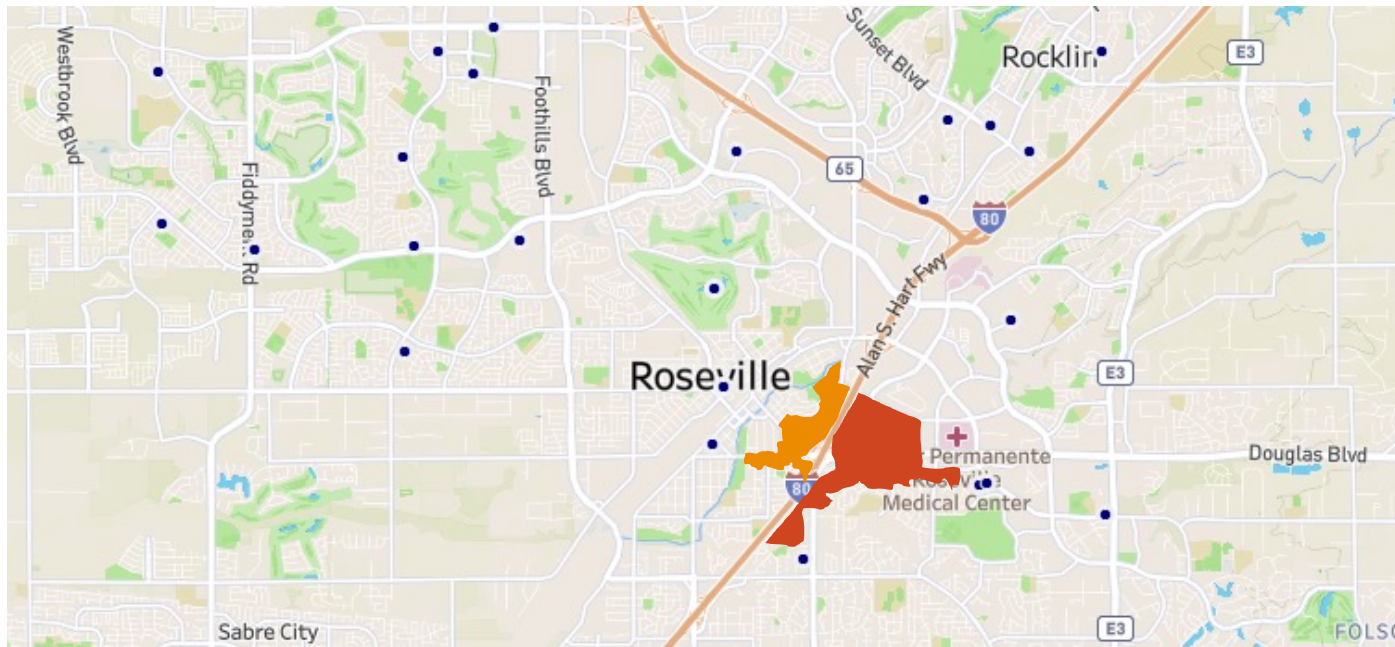
If the City desires to expedite development in infill areas, it could consider incentives for reuse and redevelopment in the area.

Affordable Housing Feasibility



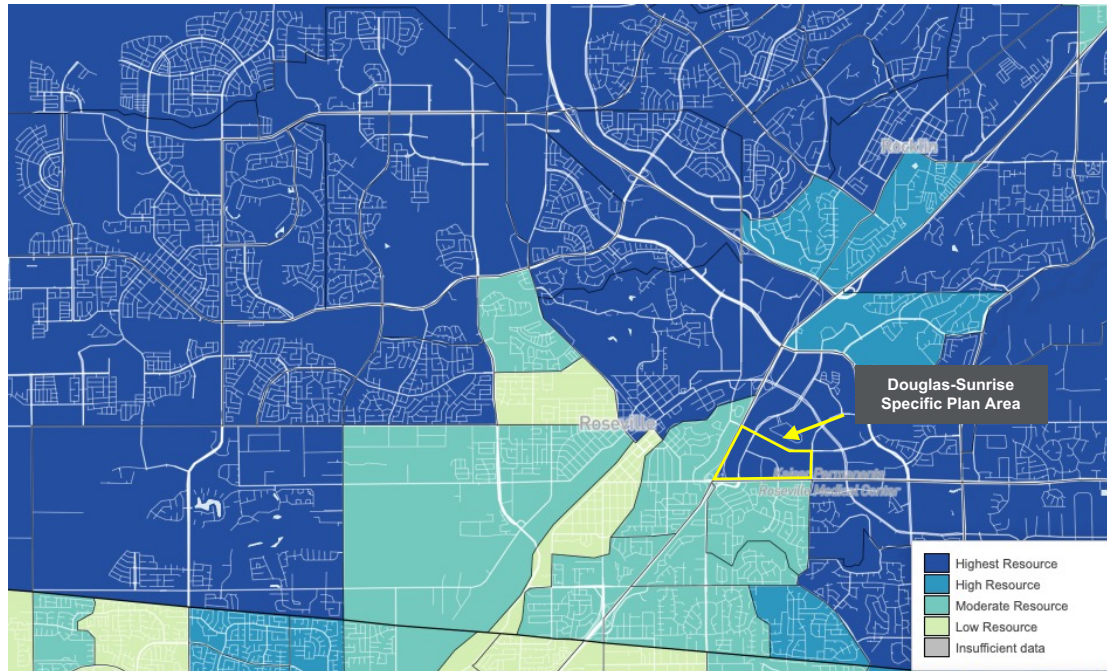
Existing CTCAC Multifamily Housing Projects

- Majority of projects financed with Low-Income Housing Tax Credits (LIHTC) are located in the western portion of the City
- There are currently no LIHTC projects in the subject Specific Plan areas



Source: 2024 Multifamily Housing Projects - CTCAC

CTCAC and HCD Opportunity Map



- Map implemented into LIHTC and HCD Multifamily Super NOFA policies with goal of increasing affordable housing in high/highest resource areas
- The specific plan areas are largely designated as “Moderate Resource” while the northern portion of the Douglas-Sunrise Corridor is designated as “Highest Resource”

Source: 2024 CTCAC/HCD Opportunity Map

Affordable Housing Costs

2023 TCAC limits (most restrictive)

	Studio	1 BR	2 BR	3 BR	4 BR
100% Income Level	\$1,876	\$2,010	\$2,412	\$2,786	\$3,110
80% Income Level	\$1,502	\$1,609	\$1,930	\$2,230	\$2,488
50% Income Level	\$938	\$1,005	\$1,206	\$1,393	\$1,555
30% Income Level	\$563	\$603	\$723	\$836	\$933
Utility Allowance¹	\$42	\$45	\$52	\$58	\$66

¹ Assumes electric heating, cooking, air conditioning and monthly base electric charge.

Source: TCAC Rent Limits 2023, Roseville Housing Authority Utility Allowance Schedule

Pipeline Projects

Within 10 miles of Specific Plan Areas

Property Address	City	Building Status	Units	Acres	Du/ac
12057 Fair Oaks Blvd	Fair Oaks	Under Construction	110	5.0	22
711 University Ave	Rocklin	Under Construction	288	10.9	26
4536 Auburn Blvd	Sacramento	Proposed	125	0.5	272
N Hayden Pky	Roseville	Under Construction	330	12.0	28
4317 Madison Ave	Sacramento	Proposed	119	3.1	39
102 Natoma St	Folsom	Proposed	140	4.9	29
4970 Rocklin Rd	Rocklin	Proposed	180	13.6	13
505 Royer St	Roseville	Proposed	59	0.4	156
3440 Westbrook Blvd	Roseville	Under Construction	284	5.5	52

Source: CoStar

Development Scenario Context



Density of an affordable housing site is primarily a function of financial feasibility (cost vs available subsidies)

- For example, City planning standards could allow for unlimited density, but the cost per unit of a high-rise development makes it financially infeasible



Cost is most feasible to affordable housing projects over 50 units in size and no more than 6 stories in height

- Typical affordable housing projects in Sacramento and Placer Counties are 3 or 4-story garden style apartments
- RSG used these design guidelines in formulating the following development scenarios

Affordable Housing Development Scenario Overview

Scenarios*	1	2	3	4
Housing Type	Family	Family	Senior	Senior
Stories	3 or 4	3 or 4	3	3
Housing Units	50	150	50	150
Land Area Needed	2 ac	6 ac	1 ac	3.5 ac

*All scenarios assume Type V Construction

Affordable Housing Financing

Affordable housing rents are restricted below market rate, causing a financial gap.

- Developers must secure gap financing to make a project feasible

Most rental affordable housing projects are financed with multiple funding sources/subsidies including:

- Low Income Housing Tax Credits (LIHTC)
- Developer debt and equity
- Land donations from public or private entities
- Other State and local funding sources such as:
 - California Department of Housing and Community Development (HCD) Multifamily Housing Program (MHP);
 - HCD Infill Infrastructure Grant (IIG); and
 - HCD Affordable Housing and Sustainable Communities Program (AHSC).

Tax credit application process and local and state financing applications are typically very competitive

Gap financing is not guaranteed and often takes a year or more to secure

Family Project Feasibility

	50-Unit Project	150-Unit Project
Residential Development Cost ¹ <i>per unit</i>	\$ 31,130,000 623,000	\$ 63,170,000 421,000
Projected Debt Financing	\$ 2,490,400	\$ 19,582,700
Projected Tax Credit Equity	21,479,700	28,426,500
Deferred Developer Fee	311,300	6,317,000
Projected Gap² <i>Gap per unit</i>	\$ 6,848,600 136,972	\$ 8,843,800 58,959

1/ Development costs exclude land purchase price/ground lease

2/ Gap could be filled with state, local, or other private funding sources, subject to availability and project competitiveness

Senior Project Feasibility

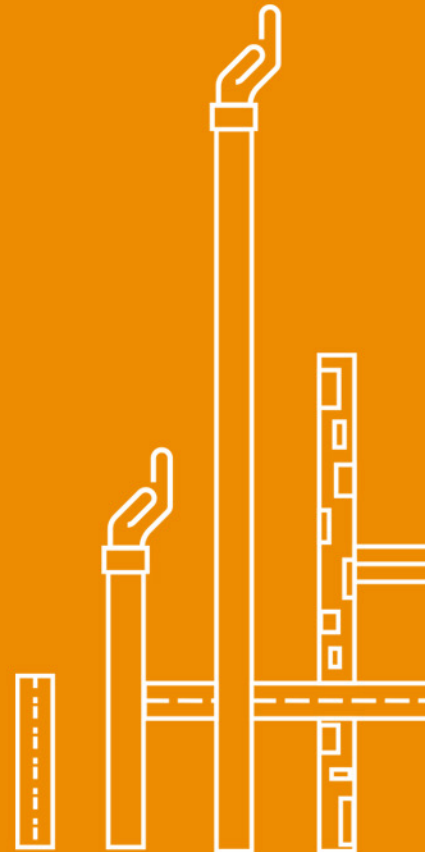
Note: Despite lower costs per unit, developers are not pursuing senior projects because of amount of funds available for Family & PSH projects

	50-Unit Project	150-Unit Project
Residential Development Cost ¹ <i>per unit</i>	\$ 28,150,000 563,000	\$ 44,620,000 297,000
Projected Debt Financing	\$ 2,252,000	\$ 13,832,200
Projected Tax Credit Equity	19,423,500	20,079,000
Deferred Developer Fee	281,500	4,462,000
Projected Gap² <i>Gap per unit</i>	\$ 6,193,000 123,860	\$ 6,246,800 41,645

1/ Development costs exclude land purchase price/ground lease

2/ Gap could be filled with state, local, or other private funding sources, subject to availability and project competitiveness

Next Steps



Developer Insights



Threats

- High interest rates
- Difficulty obtaining construction financing
- Developer interest in parcels located outside of City limits¹



Opportunities

- Increased affordable housing rent limits due to increases in County median income
- Success securing affordable housing funding
- Lack of affordable 60-80% AMI units in the City
- Steady market-rate rents
- TIF districts

¹ RSG considers the development of parcels outside the core of the City a threat to residential development in the Specific Plan Areas because such areas have relatively more affordable land, and are undeveloped, prioritized in the Housing Element, and easier to assemble. The City may want weigh the consequences of this not only on infill development but also perpetuating urban sprawl.

Developer Insights



Weaknesses

- High impact fees*
- Availability of vacant land in some areas of the City
- Higher parking requirements compared to nearby cities
- Lack of steady affordable housing funding available at the City-level



Strengths

- Efficient Planning Department*
- Qualified City staff
- Proactive City Council
- City-owned water supply and electricity → cost savings and improved service
- Full-service City

* Denotes sentiments stated by multiple developers

Infill Incentives

In addition to waiting for market conditions and subsidies, the City may consider infill incentives that attract developers to the Specific Plan Areas, including:

Reduced Fee Programs	Reduces planning and permit fees in addition to development impact fees in the Specific Plan Areas
Infill Development Incentive Program	Upon meeting specific criteria, a developer and City can enter into an agreement that provides a grant to offset development-related fees as well as sale and use taxes
Infill Incentive Plan	Establishes a district where certain new developments can receive a 100% waiver of impact fees
Infill Infrastructure Grant	Includes applying for a grant that provides gap funding for infrastructure necessary for specific residential or mixed-use infill developments
Prioritization of Infrastructure Upgrades	Prioritizes the placement of amenities for residential and mixed-use development such as parks, libraries, and streetscape under CIP Process
Property Tax Abatement	Provides financial incentives to development in targeted areas, potentially in conjunction with the formation of a TIF District or under an agreement to rebate a portion of site-specific tax revenues

The City may also consider other incentives with limited impact, including flexible design standards, reduction of setback requirements, and business permit streamlining.

Conclusions



Market Rate Multifamily

- Presently infeasible, remaining that way for the foreseeable future
- Few infill sites will have higher land costs, making them more difficult to pencil than the ample supply of other sites in Roseville
- Incentives may be necessary if City wishes to prioritize residential in the Specific Plan Areas



Affordable

- 150-unit family project (most viable)
 - Land donation (\$3-6m), plus other local and state subsidies of \$59k per unit
- 50-unit senior project (less viable in today's financing market)
 - Land donation (\$1-3m), plus other subsidies of \$124k per unit
- 150-unit senior project (less viable in today's financing market)
 - Land donation (\$3-5m), plus other subsidies of \$42k per unit



RSG

**BETTER COMMUNITIES.
BOLDER FUTURES.**

RSGSOLUTIONS.COM



Title:	Amoruso Ranch Community Facilities District No. 1 (Public Facilities), Improvement Area No. 2 Bond Issuance
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

SUMMARY

Amoruso Ranch CFD 1 (Public Facilities) was formed in June 2023, and Improvement Area No. 2 was annexed into the district in March 2025 by unanimous consent of the owner. The bonds are being issued at the developer's request for an amount not to exceed \$10,500,000. The CFD will generate special taxes that will be paid by property owners, sufficient to cover the costs of debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for the maintenance/replacement of constructed facilities. The issuance of these bonds will not impact the City's General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the issuance of special tax bonds for, and on behalf of, Improvement Area No. 2 of the City of Roseville Amoruso Ranch Community Facilities District (CFD) No. 1 (Public Facilities), as well as approving the following documents:

- Fiscal Agent Agreement
- Bond Purchase Agreement
- Preliminary Official Statement

BACKGROUND

Amoruso Ranch CFD 1 (Public Facilities) was formed in June 2023, and Improvement Area No. 2 was annexed into the district in March 2025 by unanimous consent of the owner. The annexation area is approximately 34 acres in size and comprises 156 residential units. The bonded indebtedness for Improvement Area No. 2 was authorized in an amount not to exceed \$30,000,000. The bonds are being issued at the developer's request for an amount not to exceed \$10,500,000. Additional bonds are expected to be issued in the future as development proceeds.

FISCAL IMPACT

The CFD will generate special taxes that will be paid by property owners, sufficient to cover the costs of the debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for the maintenance/replacement of constructed facilities. The issuance of these bonds will not impact the City's General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a

project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The adoption of the resolution and approval of the documents described herein meets the above criteria and is not subject to CEQA. No additional environmental review is required.

COMPLIANCE STATEMENT

In accordance with Government Code 5852.1, the following information consists of estimates of certain costs and charges for the Bonds that have been provided by the City's municipal financial advisor, which has been represented by such party to have been provided in good faith: (1) estimated true interest costs of the Bonds: 5.35%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): \$528,120; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges and reserves): \$7,721,565; and (4) estimated total payment amount (sum total of all payments to pay debt service on the Bonds plus the finance charge not paid with proceeds of the Bonds) calculated to the final maturity of the Bonds: \$19,906,241.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,
Jeannine Thrash, Management Analyst

Scott Pettingell, Finance Director

ATTACHMENTS:

1. Resolution 25-330
2. POS Amoruso Ranch CFD 1-IA2 Series 2025
3. Fiscal Agt Agmt Amoruso Ranch CFD 1- IA2
4. Bond Purchase Agreement

REVIEWERS:

Jeannine Thrash, Finance Department	Created/Initiated - 9/24/2025
Scott Pettingell, Finance Department - Budget	Approved - 9/26/2025
Gretchen Hakala, City Attorney Department	Approved - 9/30/2025
Katrina Six, City Clerk Department	Approved - 9/30/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/1/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/1/2025
Katrina Six, City Clerk Department	Final Approval - 10/2/2025

RESOLUTION NO. 25-330

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF IMPROVEMENT AREA NO. 2 OF THE CITY OF ROSEVILLE AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT AND BOND PURCHASE AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, this City Council (the "Council") of the City of Roseville (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form the Amoroso Ranch Community Facilities District No. 1 (Public Facilities) (the "District"), and to designate Improvement Area No. 1 therein ("Improvement Area No. 1") and establish the "City of Roseville Amoroso Ranch Community Facilities District No. 1 (Public Facilities) (Future Annexation Area)" (the "Future Annexation Area"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, the City Council, as legislative body of the District, authorized the incurrence of bonded indebtedness for the District, including the Future Annexation Area, in the maximum aggregate principal amount of \$594,000,000, initially allocated as follows: (i) for Improvement Area No. 1, \$124,000,000 and (ii) for the portion of the Future Annexation Area, an amount not to exceed \$470,000,000; and

WHEREAS, in September 2024, the City issued bonds for Improvement Area No. 1; and

WHEREAS, this Council authorized land to be annexed to the District from the Future Annexation Area by unanimous approval of the owner(s) requesting such annexation, and certain land was annexed by unanimous approval of the owner thereof on March 19, 2025 and designated as Improvement Area No. 2 of City of Roseville Amoroso Ranch Community Facilities District No. 1 (Public Facilities) ("Improvement Area No. 2") and bonded indebtedness for Improvement Area No. 2 has been authorized in the amount not to exceed \$30,000,000 (the "Authorization"); and

WHEREAS, the landowner of Improvement Area No. 2 has requested that an initial series of bonds secured by the special taxes to be levied in Improvement Area No. 2 (as described herein, the "Bonds") be issued; and

WHEREAS, there has been submitted to the City Council a Fiscal Agent Agreement (the "Fiscal Agent Agreement") between the City and U.S. Bank Trust Company, National Association, as fiscal agent, providing for the issuance of the Bonds of the City for Improvement Area No. 2, and the Council, with the aid of City staff, has reviewed the Fiscal Agent Agreement and found it to be in proper order, and now desires to approve the Fiscal Agent Agreement and the issuance of the Bonds; and

WHEREAS, the City proposes to sell the Bonds to Piper Sandler & Co, as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement by and between the City and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement, and the Council, with the aid of City staff, has reviewed the Bond Purchase Agreement and the Preliminary Official Statement and found them to be in proper order, and now desires to approve said documents; and

WHEREAS, the information required to be obtained and disclosed with respect to the Bonds by the City Council in accordance with Section 5852.1 of the California Government Code is set forth in the staff report accompanying this Resolution; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Findings.** This Council finds and determines that it is prudent in the management and development of land in the City and the District to issue the Bonds for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District.

2. **Law Applicable.** For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the Bonds.

3. **Bonds Authorized.** Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City for the District designated as "City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2025" in an aggregate principal amount not to exceed \$10,500,000 are hereby authorized to be issued. The Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The Bonds shall not be issued unless the value of the real property within Improvement Area No. 2 subject to the special tax to pay debt service on the Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within Improvement Area No. 2, plus the portion of all other bonds outstanding that are secured by a special tax levied under the Act on property within Improvement Area No. 2 or a special assessment levied on property within Improvement Area No. 2.

4. **Fiscal Agent Agreement.** The Council hereby approves the Fiscal Agent Agreement in the form presented to the Council at this meeting. The City Manager, Assistant City Manager, Chief Financial Officer and such other person or persons as either of them may designate (collectively, the "Authorized Officers"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Fiscal Agent Agreement, for and in the name and on behalf of the City, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such

document upon consultation with Jones Hall LLP, as bond counsel to the City ("Bond Counsel"). The proceeds of the Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Fiscal Agent Agreement. The Council hereby authorizes the delivery and performance by the City of the Fiscal Agent Agreement.

5. **Covenant to Foreclose.** The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

6. **Approval of Official Statement and Continuing Disclosure Certificate.** The Council hereby approves the Preliminary Official Statement with respect to the Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, with final pricing information included and with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

The Council hereby approves the Continuing Disclosure Certificate to be executed by the City, the form of which is attached as an exhibit to the Preliminary Official Statement. Each of the Authorized Officers is hereby authorized and directed to approve any changes in or additions to a final form of said Continuing Disclosure Certificate, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The final Continuing Disclosure Certificate shall be executed in the name and on behalf of the City by an Authorized Officer.

7. **Approval of Bond Purchase Agreement.** The Council hereby approves the Bond Purchase Agreement in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of Bonds shall not exceed \$10,500,000 or result in an Underwriter's discount in excess of 1.50% of the par amount of the Bonds, or a true interest cost in excess of 6.50%. Subject to the foregoing parameters, an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

8. **Actions Authorized.** All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and Improvement Area No. 2, and the sale and issuance of the Bonds, are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents,

which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution and/or as they deem appropriate, and any certificate, agreement, and other document described in the documents herein approved. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

9. **Effectiveness.** This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2025, by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

Mayor

ATTEST:

City Clerk

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER [16], 2025**NEW ISSUE—FULL BOOK ENTRY****NOT RATED**

In the opinion of Jones Hall LLP, as Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the 2025 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the 2025 Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

\$9,120,000*
CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2025

Dated: Date of Delivery**Due: September 1, as shown on inside cover**

The bonds captioned above (the "2025 Bonds"), are being issued by the City of Roseville (the "City") by and through Improvement Area No. 2 ("Improvement Area No. 2") of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (the "District"). The 2025 Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Act"), and are issued pursuant to the Resolution of Issuance (as defined herein) and a Fiscal Agent Agreement dated as of November 1, 2025 (the "Fiscal Agent Agreement") by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent"). The 2025 Bonds are being issued to (i) construct and/or acquire certain authorized public facilities, (ii) provide for a deposit to a debt service reserve account for the 2025 Bonds, and (iii) pay costs of issuance of the 2025 Bonds. Interest on the 2025 Bonds is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2026. See "THE BONDS – Authority for Issuance."

The 2025 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

The 2025 Bonds are secured by and payable from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (derived from the levy of "Facilities Special Taxes," both as defined herein) to be levied by the City on real property within Improvement Area No. 2, from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. **Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within Improvement Area No. 2. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay a Special Tax even though financially able to do so.** To provide funds for payment of the 2025 Bonds and the interest thereon as a result of any delinquent Special Taxes, the City will establish a debt service reserve account for the 2025 Bonds from proceeds of the 2025 Bonds, as described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Property currently in Improvement Area No. 2 and subject to the Special Tax is planned for development into 156 single-family homes, as "phase 2" of the "Amoruso Ranch" development ongoing within the Amoruso Ranch Specific Plan, located in the northwest portion of the City. Brookfield Sunset LLC is the master developer of the project, and its affiliated home building entity, Brookfield Sacramento HB LLC, is building the homes, as described herein. See "THE AMORUSO RANCH DEVELOPMENT," "THE MASTER DEVELOPER," and "MERCHANT BUILDER INFORMATION."

The 2025 Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "THE BONDS – Redemption."

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF PLACER, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE 2025 BONDS, EXCEPT WITH RESPECT TO THE SPECIAL TAXES AS EXPRESSLY DESCRIBED HEREIN. THE 2025 BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the 2025 Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the 2025 Bonds.

The 2025 Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall LLP, as Bond Counsel. Certain legal matters will also be passed on by Jones Hall LLP, as Disclosure Counsel, Stradling, Yocca, Carlson & Rauth LLP, as counsel to the Underwriter, and Holland & Knight LLP, San Francisco, California, as counsel to the Master Developer. Certain legal matters will be passed upon for the City by the City Attorney. It is anticipated that the 2025 Bonds will be available for delivery to DTC on or about November __, 2025.

[Piper Sandler logo]

The date of this Official Statement is _____, 2025.

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

**CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2025**

MATURITY SCHEDULE

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† ()
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\$ _____ % Term Bond Due September 1, 20____; Yield ____%; Price: ____%
CUSIP†: _____

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright (c) 2025 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Underwriters or their agents or counsel take any responsibility for the accuracy of such numbers.

CITY OF ROSEVILLE, CALIFORNIA

City Council

Krista Bernasconi, *Mayor (District 4)*
Karen Alvord, *Vice Mayor (District 5)*
Bruce Houdesheldt, *Councilmember (District 3)*
Pauline Roccucci, *Councilmember (District 2)*
Tracy Mendonsa, *Councilmember (District 1)*

City Staff

Dominick Casey, *City Manager*
Dennis Kauffman, *Assistant City Manager/Chief Financial Officer*
Scott Pettingell, *Finance Director*
Michelle Sheidenberger, *City Attorney*
Carmen Avalos, *City Clerk*

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel

Jones Hall LLP
San Mateo, California

Municipal Advisor

Fieldman, Rolapp & Associates, Inc.
Irvine, California

Special Tax Consultant

Economic & Planning Systems
Sacramento, California

Special Tax Administrator

Willdan Financial Services
Temecula, California

Appraiser

Integra Realty Resources
Sacramento, California

Fiscal Agent

U.S. Bank Trust Company, National Association
San Francisco, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the 2025 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the 2025 Bonds.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases “will likely result,” “are expected to”, “will continue”, “is anticipated”, “estimate”, “project,” “forecast”, “expect”, “intend” and similar expressions identify “forward looking statements.” Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations in connection with the offer or sale of the 2025 Bonds other than those contained herein and if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2025 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. All summaries of the documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2025 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE 2025 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE 2025 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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OFFICIAL STATEMENT

\$9,120,000*
CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2025

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Roseville (the “**City**”) by and through Improvement Area No. 2 (“**Improvement Area No. 2**”) of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (the “**District**”) of the bonds captioned above (the “**2025 Bonds**”).

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See “APPENDIX F – SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT.”

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2025 Bonds to potential investors is made only by means of the entire Official Statement.

Authority for Issuance of the 2025 Bonds. The 2025 Bonds are issued pursuant to the Act, a resolution adopted by the City Council on [October15], 2025 (the “**Resolution of Issuance**”) and a Fiscal Agent Agreement, dated as of November 1, 2025 (the “**Fiscal Agent Agreement**”), between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “**Fiscal Agent**”).

Bond Terms. The 2025 Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page of this Official Statement. Interest on the 2025 Bonds is payable on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing March 1, 2026. The 2025 Bonds will be issued without coupons in denominations of \$5,000 or any integral multiple thereof.

* Preliminary; subject to change.

Registration of Ownership of 2025 Bonds. The 2025 Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). Ultimate purchasers of 2025 Bonds will not receive physical certificates representing their interest in the 2025 Bonds. So long as the 2025 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co. and will not mean the ultimate purchasers of the 2025 Bonds. Payments of the principal, premium, if any, and interest on the 2025 Bonds will be made directly to DTC, or its nominee, Cede & Co. so long as DTC or Cede & Co. is the registered owner of the 2025 Bonds. Disbursements of such payments to DTC’s Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

The City. The City is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. With an estimated population as of January 1, 2025 of approximately 158,494, the City is the largest city in Placer County (the “**County**”). For economic and demographic information regarding the area in and around the City, see “APPENDIX C – The City of Roseville and Placer County.”

Formation of District, Future Annexation Area and Improvement Areas. On April 5, 2023, the City Council of the City (the “**City Council**”), as legislative body of the District, adopted a Resolution of Intention to form the District, and designate Improvement Area No. 1 as the sole initial improvement area therein, under the Mello-Roos Community Facilities Act of 1982, as amended (the “**Act**”), to levy a special tax (the “**Facilities Special Tax**,” also referred to herein as the “**Special Tax**”) and to incur bonded indebtedness for the purpose of financing certain authorized facilities. After conducting a noticed public hearing, on June 21, 2023, the City Council adopted a Resolution of Formation (the “**Resolution of Formation**”), which established the District, designated Improvement Area No. 1 as an improvement area therein, and formed a future annexation area for the District (the “**Future Annexation Area**”).

In March 2025, land designated as Improvement Area No. 2 of the District (“**Improvement Area No. 2**”) was annexed to the District from the Future Annexation Area, and an initial bond authorization was established for Improvement Area No. 2 in the amount of \$30,000,000. The Bonds represent the first series of special tax bonds authorized and issued by the City for Improvement Area No. 2 and are secured solely by the Special Taxes (defined herein) levied in Improvement Area No. 2 and no other improvement areas of the District. Additional parity bonds are expected to be issued in the future as development proceeds.

The Master Developer, the Merchant Builder and the Development. Land in Improvement Area No. 2 represents “phase 2” of the larger “Amoruso Ranch” development underway within the Amoruso Ranch Specific Plan, located in the northwest portion of the City. Amoruso Ranch is entitled for 2,827 residential units (a mix of low-, medium-, and high-density residential), as well as other related uses. In September 2024, bonds were issued in the amount of \$30,430,000 for Improvement Area No. 1 of the District, which encompassed 481 lots under development by merchant builders Richmond American Homes and D.R. Horton as the initial phase of the overall project. *Land in Improvement Area No. 1 does not constitute security for the 2025 Bonds.*

Brookfield Sunset LLC, a Delaware limited liability company (the “**Master Developer**”), is the master developer of the project, and its affiliated home building entity, Brookfield Sacramento

HB LLC, a Delaware limited liability company ("**Brookfield HB**") is building the homes, as described herein.

The lots in Improvement Area No. 2 are being developed by Brookfield HB into 156 single-family detached homes in two neighborhoods: "Allora at Amoruso Ranch" (83 lots) and "Tesoro at Amoruso Ranch" (73 lots). Development within Improvement Area No. 2 as of September 10, 2025 is summarized as follows. For additional details, see "THE AMORUSO RANCH DEVELOPMENT," "THE MASTER DEVELOPER," and "MERCHANT BUILDER INFORMATION."

**Summary of Development within Improvement Area No. 2
(As of September 10, 2025)**

Neighborhood	Total Lots	Building Permits	Units Completed, Sold, and Closed	Units Completed But Not Closed	Units Under Construction ⁽¹⁾
Allora	83	27	1	10	16
Tesoro	73	27	3	11	13
Totals:	156	54	4	21	29

(1) Brookfield HB has completed construction of three (3) model homes in each neighborhood, although they remain owned by the Master Developer. Brookfield HB is currently under construction on 29 production homes as of September 10, 2025.

Source: Master Developer.

Use of Proceeds. Proceeds of the 2025 Bonds will primarily be used to finance a portion of the costs of acquiring and constructing certain authorized infrastructure improvements (the "**Improvements**," as described herein) as part of the development being undertaken by the Master Developer. The Improvements consist generally of roadway, water, wastewater, drainage, and other infrastructure improvements necessary for development of property within the District, as well as park and open space improvements. Proceeds of the 2025 Bonds will also be deposited to a debt service reserve account for the 2025 Bonds and pay costs of issuance.

Security and Source of Payment of the 2025 Bonds. As security for the payment of the 2025 Bonds, a facilities special tax applicable to each taxable parcel in Improvement Area No. 2 will be levied and collected according to the facilities tax liability determined by the City Council through the application of the Amended and Restated Rate, Method of Apportionment, and Manner of Collection of Special Tax for Improvement Area No. 2 (the "**Rate and Method**"). The Rate and Method is set forth in its entirety in APPENDIX A hereto. The Rate and Method includes a services special tax component which is not security for the 2025 Bonds. Pursuant to the Rate and Method, a "Facilities Special Tax" will be levied and collected until the earlier of (i) the "Transition Year" (defined herein) or (ii) Fiscal Year 2089-90, and a "Maintenance Special Tax" will be levied and collected in perpetuity beginning in the Transition Year. *Only the "Facilities Special Tax" is pledged to the payment of the 2025 Bonds, and the definition of "**Special Taxes**" used in the Fiscal Agent Agreement and this Official Statement refers only to the "Facilities Special Tax" levied in accordance with the Rate and Method.* See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology."

The 2025 Bonds and any Additional Bonds that may be issued in the future pursuant to the terms of the Fiscal Agent Agreement are payable from the "**Special Tax Revenues**," consisting of the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the

administration charge of the County (currently at 1%), but do not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure. The 2025 Bonds are also payable from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including a debt service reserve account, all as more fully described herein.

The Special Tax represents a lien on each parcel of land subject to the Special Tax, and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent parcel. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

Additional Parity Bonds. The maximum authorized indebtedness for Improvement Area No. 2 is \$30,000,000, and the 2025 Bonds represent the first series of special tax bonds issued under this authorization; additional bonds are expected as development progresses. Additionally, in the future, the City may utilize a portion of the available authorized bond amount for the funding of certain deferred impact fees owed to the City, as described below under “– Use of Bond Authorization for Development Impact Fee Deferral Bonds.”

The District may issue additional bonds secured by Special Tax Revenues on parity with the 2025 Bonds (the “**Additional Bonds**,” and collectively, the “**Bonds**”), upon the satisfaction of certain conditions set forth in the Fiscal Agent Agreement. So long as the 2025 Bonds are outstanding, issuance of any Additional Bonds must comply with certain conditions set forth in the Fiscal Agent Agreement, and no bonds having a lien senior to the lien of the 2025 Bonds are allowed. [The 2025 Bonds are being sized to 110% debt service coverage from Maximum Special Tax Revenues (net of the County’s tax collection charge of 1%) generated by ____ taxable parcels within Improvement Area No. 2 which have received building permits. Additional bonds are expected to be issued as development progresses.] See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds.”

Use of Bond Authorization for Development Impact Fee Deferral Bonds. In connection with the approval of development in the District (including Improvement Area No. 2), the City agreed that payment of certain impact fees owed by the Master Developer and merchant builders will be deferred (referred to as the “Development Impact Fee Deferral” in the Rate and Method) to allow payment of the deferred fees after the 2025 Bonds and any Additional Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2025 Bonds and any Additional Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

2025 Reserve Account of the Reserve Fund. A debt service reserve fund has been established under the Fiscal Agent Agreement (the “**Reserve Fund**”), and within the Reserve Fund, separate reserve accounts will be established for each series of Bonds. Accordingly, at the time of issuance of the 2025 Bonds, a reserve account will be established within the Reserve Fund for the benefit of the holders of the 2025 Bonds (the “**2025 Reserve Account**”). The 2025 Reserve Account is available solely for the payment of debt service on the 2025 Bonds and no other parity obligations. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – 2025 Reserve Account of Reserve Fund.”

Appraised Value of Property. Property in Improvement Area No. 2 is security for the Special Tax that secures the Bonds. The City authorized the preparation of an appraisal report

(the “**Appraisal**”) for certain real property within Improvement Area No. 2, which sets forth an aggregate value of appraised taxable property currently in Improvement Area No. 2 of \$43,738,000, as of the date of value of September 10, 2025. The valuation assumes completion of the Improvements funded by the 2025 Bonds (but not any Additional Bonds that may be issued in the future) and accounts for the impact of the lien of the Special Tax on the value of the property. In considering the estimates of value evidenced by the Appraisal, it should be noted that the Appraisal is based upon a number of standard and special assumptions, which affect the estimates as to value. See “VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – The Appraisal” and APPENDIX B.

The following table summarizes appraised values for parcels in Improvement Area No. 2.

	No. of Lots	Appraised Value
Individual Homeowners	4	\$2,610,000
Brookfield HB		
Completed Homes	15	\$9,560,000
Homes Under Construction	<u>29</u>	<u>8,402,000</u>
Total	44	\$17,962,000
Master Developer		
Completed Homes	6	3,810,000
Finished Lots	<u>102</u>	<u>\$19,356,000</u>
Total	108	\$23,166,000
Aggregate, or Cumulative, Value of Appraised Properties	156	\$43,738,000

Source: Appraisal.

The appraised value of property in Improvement Area No. 2 is 4.8* times the \$9,146,787* aggregate principal amount of the 2025 Bonds (\$9,120,000*) plus overlapping tax and assessment debt (\$26,787). This is based on the entirety of Improvement Area No. 2, the value to lien ratio for individual parcels will vary from the average. See “VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – Value to Special Tax Burden Ratios.”

Risks of Investment. See the section of this Official Statement entitled “SPECIAL RISK FACTORS” for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the 2025 Bonds. In particular, no assurance can be given that the timing of construction of homes and/or sale of homes projected by Brookfield HB in this Official Statement will be accomplished. See “SPECIAL RISK FACTORS.”

Limited Obligation of the City. The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the 2025 Bonds. The 2025 Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the funds established and pledged to the 2025 Bonds under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the 2025 Bonds is a general debt, liability or obligation of the City. The 2025 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or

* Preliminary; subject to change.

statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the 2025 Bonds other than from the proceeds of the Special Taxes and the money in the funds established and pledged to the 2025 Bonds, as provided in the Fiscal Agent Agreement.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement, the Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the Chief Financial Officer of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there have been no changes to the City or the land in Improvement Area No. 2 since the date hereof. *Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.*

SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the 2025 Bonds follows:

Estimated Sources of Funds:

Principal Amount of 2025 Bonds	\$
Plus/Less: [Net] Original Issue Premium/Discount	
Total	\$

Estimated Uses of Funds:

Deposit to Improvement Fund	\$
Deposit to 2025 Reserve Account of the Reserve Fund ⁽¹⁾	
Costs of Issuance ⁽²⁾	
Total	\$

(1) Equal to the initial Reserve Requirement for the 2025 Bonds.

(2) Includes fees of bond and disclosure counsel, fees, expenses and charges of the Fiscal Agent and its counsel, printing costs, fees of the special tax consultant and administrator, Appraiser, and Municipal Advisor, Underwriter's discount, and other costs of issuance.

THE BONDS

Authority for Issuance

The 2025 Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

Description of the Bonds

Bond Terms. The 2025 Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The 2025 Bonds are being issued in the denomination of \$5,000 or any integral multiple thereof.

Interest on the 2025 Bonds will be payable semiannually on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing March 1, 2026. The principal of the 2025 Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the designated principal corporate trust office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2025 Bonds; provided that so long as any 2025 Bonds are in book-entry form, payments with respect to such 2025 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

Book-Entry Only System. The 2025 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“**DTC**”), and will be available to ultimate purchasers under the book-entry system maintained by DTC. Ultimate purchasers of 2025 Bonds will not receive physical certificates representing their interest in the 2025 Bonds. So long as the 2025 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2025 Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the 2025 Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the 2025 Bonds. Disbursements of such payments to DTC’s Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Calculation and Payment of Interest. Interest on the 2025 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the 2025 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner’s address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the “**Record Date**”) preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of \$1,000,000 or more in aggregate principal amount of 2025 Bonds; provided that so long as any 2025 Bonds are in book-entry form, payments with respect to such 2025 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Each 2025 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the Dated Date; provided, however, that if at the time of authentication of a 2025 Bond, interest is in default thereon, such 2025 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. So long as the 2025 Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the 2025 Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Redemption*

Optional Redemption. The 2025 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the 2025 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption From Prepayments. The 2025 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities of the 2025 Bonds and any Additional Bonds, as specified by the City, and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2025 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through and including March 1, ____	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Prepayments and amounts released from the 2025 Reserve Account in connection with Prepayments will be allocated to the redemption of the 2025 Bonds as nearly as practicable on a

* Preliminary; subject to change.

proportionate basis based on the outstanding principal amount of the 2025 Bonds and shall be applied to redeem 2025 Bonds as nearly as practicable on a pro rata basis among maturities in increments of \$5,000; provided, however, that, for Prepayments of less than \$50,000, the City may specify that Prepayments be applied to one or more maturities of the 2025 Bonds or Additional Bonds so long as there is delivered to the Fiscal Agent a certification of a Special Tax consultant or administrator that, following such redemption from Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year on Developed Property in Improvement Area No. 2 is not less than 110% of Annual Debt Service.

See "SPECIAL RISK FACTORS – Potential Early Redemption of Bonds from Prepayments" for a discussion of the potential for the 2025 Bonds to be priced with original issue premium and then be redeemed from Special Tax prepayments prior to maturity.

Mandatory Sinking Fund Redemption. The Term 2025 Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2025 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

Term 2025 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2025 Bonds.

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2025 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2025 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2025 Bonds designated for redemption, at their addresses appearing on the registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2025 Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding 2025 Bonds are to be called for redemption, will designate the CUSIP numbers and bond numbers of the 2025 Bonds to be redeemed by giving the individual CUSIP number and bond number of each 2025 Bond to be redeemed or will state that all 2025 Bonds between two stated bond numbers, both inclusive, are to be redeemed or that all of the 2025 Bonds of one or more maturities have been called for redemption, will state as to any 2025 Bond called in part the principal amount thereof to be redeemed, and will require that such 2025 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such 2025 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2025 Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2025 Bonds then called for redemption.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2025 Bonds of any maturity, the City will select the 2025 Bonds to be redeemed, from all 2025 Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion deems appropriate. Upon surrender of 2025 Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new 2025 Bond or 2025 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2025 Bond or 2025 Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2025 Bonds so called for redemption are deposited in the Bond Fund, such 2025 Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the 2025 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of 2025 Bonds will be made in accordance with DTC procedures. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM." Any 2025 Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2025 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2025 Bond or 2025 Bonds are surrendered for transfer or

exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2025 Bond or 2025 Bonds, for a like aggregate principal amount of 2025 Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any fees or expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfers or exchanges of 2025 Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2025 Bonds for redemption or (ii) with respect to a 2025 Bond after such 2025 Bond has been selected for redemption.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Special Taxes

The Bonds (consisting of the 2025 Bonds and any Additional Bonds that may be issued in the future) are payable from and secured by proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes (but excluding any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure), and net of a 1% administration charge of the County (the “**Special Tax Revenues**”). All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Special Tax Fund are pledged to secure the repayment of the Bonds. In addition, with respect to each Series of Bonds, all moneys in the applicable Reserve Account within the Reserve Fund for such Series are pledged to secure the repayment of the applicable Series, such that amounts in the 2025 Reserve Account are pledged to the 2025 Bonds. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement.

A Special Tax applicable to each taxable parcel in Improvement Area No. 2 will be levied and collected according to the tax amount determined by application of the Rate and Method administered by Willdan Financial Services, Temecula, California (the “**Special Tax Administrator**”) and set forth in APPENDIX A hereto for all taxable properties in Improvement Area No. 2. Prior to remittance of the Special Tax collections to the City, the County deducts and retains a 1% County administration fee, as noted above. Interest and principal on the Bonds is payable from the annual Special Tax Revenues to be paid to the City from Special Tax levies and collections on taxable property within Improvement Area No. 2, from amounts held in certain funds and accounts established under the Fiscal Agent Agreement and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIII A of the California Constitution, pursuant to Section 4 thereof as a “special tax” authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City Council, as legislative body of the District, pursuant to the Act in an amount determined according to the Rate and Method. See “– Special Tax Methodology” below and APPENDIX A.

The amount of Special Taxes that the City may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within Improvement Area No. 2, which is set forth in the Rate and Method. Under the Rate and Method, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount not in excess of the maximum approved amount. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Rate and Method apportions the Annual Facilities Costs (as defined in the Rate and Method and described below) among the taxable parcels of real property within Improvement Area No. 2 according to the rate and methodology set forth in the Rate and Method.

See “– Special Tax Methodology” below. See also “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The City may levy the Special Tax up to the amount of the Maximum Annual Facilities Special Tax set forth in the Rate and Method, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Annual Facilities Costs (as defined below). Because each Special Tax levy is limited to the Maximum Annual Facilities Special Tax rates authorized as set forth in the Rate and Method, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Annual Facilities Costs will in fact be collected in any given year. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. See “SPECIAL RISK FACTORS – Tax Delinquencies” herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

Pursuant to the Rate and Method, a “Facilities Special Tax” will be levied and collected until the earlier of (i) the Transition Year (defined herein) or (ii) Fiscal Year 2089-90, and a “Maintenance Special Tax” will be levied and collected in perpetuity beginning in the Transition Year. *Only the “Facilities Special Tax” is pledged to the payment of the Bonds, and the definition of “Special Taxes” used in the Fiscal Agent Agreement and this Official Statement refers only to the “Facilities Special Tax” levied in accordance with the Rate and Method. Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Rate and Method.*

Determination of Annual Facilities Costs. Each year, the City will determine the Annual Facilities Costs for the upcoming Fiscal Year. The “**Annual Facilities Costs**” includes the following amounts (less any available earnings on any reserve fund, special tax funds, available capitalized interest or any other available revenues):

- (i) Debt Service to be paid from Facilities Special Taxes;
- (ii) the amount needed to replenish bond reserve funds to the level required by Bond documents, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year;
- (iii) Administrative Expenses for such Fiscal Year;
- (iv) the amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, and (2) fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds which are expected to occur in such Fiscal Year, in each case to the extent not already included in the calculation of Annual Facilities Costs in the current or any previous Fiscal Year;
- (vi) pay-as-you-go expenditures for authorized improvements; and

(vii) during the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.

The Annual Facilities Costs is the basis for the amount of Special Tax to be levied within Improvement Area No. 2. In no event may the City levy a Special Tax in any year above the Maximum Annual Facilities Special Tax identified for each parcel in the Rate and Method.

Parcels Subject to the Facilities Special Tax. The Rate and Method identifies various large-lot taxable parcels planned for residential uses within the boundary of Improvement Area No. 2, which large-lot parcels have been final map subdivided into the 156 single-family residential lots in Improvement Area No. 2. Each fiscal year, the City will prepare a list of the then-current parcels subject to the Special Tax using the records of the City and the County Assessor, and will tax such parcels in accordance with the Rate and Method. Taxable parcels that are acquired by a public agency in the future will remain subject to the Facilities Special Tax unless a “trade” resulting in no loss of Facilities Special Tax revenue can be made, as described in the Rate and Method.

Limitation on Increases in Levy of Facilities Special Tax. If owners are delinquent in the payment of Facilities Special Taxes, the City may not increase Facilities Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Facilities Special Tax rates specified for each category of property within Improvement Area No. 2. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See “SPECIAL RISK FACTORS.”

Duration of the Facilities Special Tax; Transition Year. The Facilities Special Tax will be levied and collected (up to maximum allowable amount) until the earlier of (i) the Transition Year or (ii) Fiscal Year 2089-90. For purposes of Improvement Area No. 2, “Transition Year” means the first Fiscal Year following the Fiscal Year in which the Transition Event occurred, and “Transition Event” means the earlier of (i) after the Initial Bonding Period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral and any eligible Pay-As-You-Go Costs have been repaid in full to the City and the City determines funding is no longer needed for Annual Facilities Costs, or (ii) Fiscal Year 2089-90. “Initial Bonding Period” means the period in which Bonds and Additional Bonds are outstanding or refunded which financed Authorized Facilities (as defined in the Rate and Method) costs or refunded prior Bonds, other than the Development Impact Fee Deferral.

Prepayment of the Facilities Special Tax. The Rate and Method provides that residential parcels may prepay up to 50% of the Facilities Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula set forth in the Rate and Method, which is generally based on the net present value of the remaining years in which the Facilities Special Tax will be collected, including the effect of a 2% per year escalation factor applicable for the time Bonds remain outstanding using a discount rate equal to the most current yield for the 30-year Treasury Constant Maturity as the discount factor, plus an amount representing the Development Impact Fee Deferral Amount (which amount is not available for prepayment of the Bonds), all as described in Section 8 of the Rate and Method set forth in APPENDIX A. Prepayment is only allowed if the City determines that the prepayment

does not jeopardize its ability to make timely payments of debt service on outstanding Bonds, and the City maintains at least 110% debt service coverage on the outstanding Bonds.

Levy of Annual Special Tax; Maximum Special Tax

General. The annual Special Tax will be calculated by the City and levied to provide money for debt service on the Bonds, replenishment of Reserve Accounts established within the Reserve Fund for each Series of Bonds, certain delinquencies, administration of the District (including Improvement Area No. 2), and for payment of pay-as-you-go expenditures (to the extent permitted by the City) of the authorized public capital facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the maximum identified for each taxable parcel in the Rate and Method.

Annual Special Tax Levy. The Special Tax will be levied each year by calculating the amount needed to be generated by all Taxable Parcels in Improvement Area No. 2; the Special Tax (up to the maximum allowable amount) will be levied against each Taxable Parcel until the Special Tax revenue equals such amount; however, the Rate and Method establishes a priority for which properties will be levied a Special Tax. First, all “Developed Parcels” in Improvement Area No. 2 receive a levy. “**Developed Parcel**” for single-family parcels is defined in the Rate and Method as a parcel for which a Final Small Lot Subdivision Map was recorded before May 1 of the preceding Fiscal Year. If additional amounts are needed, a levy is made against each “Small Lot Tentative Map Parcel” in Improvement Area No. 2, then each “Large Lot Parcel” in Improvement Area No. 2, then each “Undeveloped Parcel” in Improvement Area No. 2, however presently, all 156 lots comprising Improvement Area No. 2 are Developed Parcels. The Special Tax rates for Developed Parcels are set forth in the attachments to the Rate and Method attached hereto as “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The City covenants in the Fiscal Agent Agreement to fix and levy the amount of Special Taxes within Improvement Area No. 2 required for the payment of principal of and interest on any outstanding Bonds of Improvement Area No. 2 becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Rate and Method. The Special Tax is authorized to be levied in an amount not to exceed the Maximum Special Tax levy as described in the Rate and Method notwithstanding that a lower amount is sufficient to pay debt service on the Bonds. The Rate and Method provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers for a portion of the cost of Improvements not funded by proceeds of the bonds issued for Improvement Area No. 2. Proceeds of the annual Special Tax levy will first be used to pay the “Annual Facilities Costs” (which include debt service payments on the Bonds) other than pay-as-you-go expenditures, and the City contemplates that the levy will also include a pay-as-you-go component in an amount equal to the excess of the Maximum Annual Facilities Special Tax on Developed Parcels less debt service, administration costs and a modest delinquency allowance, for deposit into the Improvement Fund for authorized costs not funded from Bond proceeds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” above. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” for a copy of the Rate and Method.

Annual Escalation of Facilities Special Tax. The Facilities Special Tax escalates by 2% per fiscal year until the Fiscal Year following the Transition Event, and thereafter will be levied in the discretion of the City. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT

OF SPECIAL TAX” and for a table showing the expected land uses and assigned Maximum Special Taxes, see “Attachment 2” in such Appendix.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City has established and will maintain the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue, if any, as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

All Special Tax Revenue will be deposited in the Special Tax Fund upon receipt. Prior to each Interest Payment Date, the City will withdraw from the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the reserve accounts of the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement with respect to each series of Bonds, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds on the next Interest Payment Date; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than 10 Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account of the Bond Fund to be used for the redemption of bonds.

At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the reserve accounts of the Reserve Fund balance to the Reserve Requirement with respect to each series of Bonds, the amount in the Special Tax Fund in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will occur on or after September 2nd of each year. From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay the City’s administrative expenses and County fees; provided that such transfers will not be in excess of the portion of the Special Tax Revenues collected by the City that represent levies for administrative expenses. Moneys in the Surplus Account may then also be transferred, at the City’s discretion, to the Improvement Fund to pay for costs of the Improvements (including reimbursements to developers for the cost of Improvements not funded from proceeds of Bonds issued for Improvement Area No. 2) or authorized facility contributions, to pay the principal of, premium, if any, and interest on the Bonds or to replenish amounts in the Reserve Fund.

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City’s option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City’s financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount

of the Special Tax collected in the prior fiscal year, and if the City determines on the basis of such review that

(a) the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in Improvement Area No. 2 in such Fiscal Year, then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner in the time and manner provided below; or

(b) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in Improvement Area No. 2 in such Fiscal Year, but property owned by any single property owner in Improvement Area No. 2 is delinquent cumulatively by an amount equal to four installment payments with respect to the current and past Special Tax due, then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner in the time and manner provided below.

The City shall within 30 days thereafter send a written demand letter to the delinquent parcel(s) and lender of record, if any, as the first step in instituting foreclosure proceedings as authorized by the Mello-Roos Act in order to enforce the lien of the delinquent installment of the Special Tax on each such parcel, and shall thereafter diligently prosecute and pursue such foreclosure proceedings to judgment and sale in such manner and upon such timing as advised by legal counsel, taking into account the amounts delinquent, the estimate cost of legal proceedings, the status of Special Tax collections and available debt service reserves.

Additionally notwithstanding any of the foregoing, in certain instances the amount of a Special Tax delinquency on a particular parcel in relation to the cost of appropriate foreclosure proceedings may be such that the costs do not warrant the foreclosure proceedings costs. In such cases, foreclosure proceedings may be delayed by the City until there are sufficient Special Tax delinquencies accruing to such parcel (including interest and penalties thereon) to warrant the cost of such foreclosure proceedings.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Facilities Special Tax rates set forth in the Rate and Method, the City may adjust the Special Taxes levied on all property within Improvement Area No. 2 subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund. However, such adjustment is subject to the Maximum Annual Facilities Special Tax and to the limitation described under the caption “– Special Tax Methodology” above.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – Overlapping Liens and Priority of Lien."

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the City to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of at least 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the City, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the City could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the City becomes the purchaser under a credit bid, the City must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

2025 Reserve Account of Reserve Fund

A debt service reserve fund has been established under the Fiscal Agent Agreement (the "**Reserve Fund**"), and within the Reserve Fund, separate reserve accounts are being established for each series of Bonds. Accordingly, at the time of issuance of the 2025 Bonds, a reserve account will be established within the Reserve Fund for the benefit of the holders of the 2025 Bonds (the "**2025 Reserve Account**"). The 2025 Reserve Account is available solely for the payment of debt service on the 2025 Bonds and no other parity obligations.

Upon delivery of the 2025 Bonds, the Fiscal Agent will deposit an amount of the proceeds into the 2025 Reserve Account of the Reserve Fund so that the amount therein equals the "**Reserve Requirement**," which means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

- (a) the Reserve Requirement for the 2025 Bonds shall not increase after the date of issuance of the 2025 Bonds;
- (b) in no event shall the City be obligated to deposit an amount in any reserve account in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and
- (c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument.

As noted above, for each series of Additional Bonds, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for such series and moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

“Qualified Reserve Fund Credit Instrument” means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P Global Ratings, a business unit of Standard & Poor’s or Moody’s Investor Service, Inc. at the time of issuance; (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account, the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise

the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to the Fiscal Agent Agreement, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with the Fiscal Agent Agreement; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds, such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, there is established an Improvement Fund, which is to be held in trust by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement for the payment or reimbursement of the costs of the construction and acquisition of the Improvements in accordance with the Acquisition Agreement (as described herein). Interest earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

Upon completion of the Improvements and payment to the Master Developer or other entities that are due reimbursement for Improvements, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed.

Future Parity Bonds

The proceedings conducted under the Act for the District and Improvement Area No. 2 authorize the issuance of up to \$30,000,000 of special tax bonds for Improvement Area No. 2, of which the 2025 Bonds represent the first series. Additional Bonds may be issued upon compliance by the City with the conditions set forth in the Fiscal Agent Agreement, which include the following:

- (i) There shall be deposited into a reserve account of the Reserve Fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.
- (ii) After giving effect to the issuance of the Additional Bonds, for each Bond Year the Additional Bonds are Outstanding, projected Special Tax Revenues, if levied at the maximum annual Special Tax rates per the Rate and Method, in each Fiscal Year are at least equal to 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year, as calculated by the special tax consultant to the City.

(iii) After giving effect to the issuance of the Additional Bonds, the aggregate value of all parcels in Improvement Area No. 2 subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3.00 times the sum of (1) the aggregate principal amount of all Bonds then Outstanding, plus (2) the aggregate principal amount of the Additional Bonds proposed to be issued, plus (3) the proportionate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in Improvement Area No. 2, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than 2025 Bonds then Outstanding and the Additional Bonds, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within Improvement Area No. 2 (the “**Other Mello-Roos Bonds**”) equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within Improvement Area No. 2 subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land against which special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which the Additional Bonds are issued, as determined by the City), based upon information from the most recent available Fiscal Year.

Additional Bonds may be issued to finance additional improvements, Deferred Impact Fees, and/or to refund outstanding Bonds. Additional Bonds may be issued for the purpose of refunding any outstanding Bonds without meeting the foregoing conditions so long as debt service on the refunding Bonds in each Bond Year is less than debt service on the Bonds refunded.

Nothing in the Fiscal Agent Agreement shall be interpreted to prohibit issuance of bonds secured on a subordinate basis to the 2025 Bonds.

In connection with the approval of development in Improvement Area No. 2, the City has agreed that payment of certain impact fees owed by the Master Developer and merchant builders in Improvement Area No. 2 will be deferred (referred to as the “Development Impact Fee Deferral” in the Rate and Method) to allow payment of the deferred fees after the 2025 Bonds and any Additional Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2025 Bonds and any Additional Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

DEBT SERVICE SCHEDULE

The annual debt service on the 2025 Bonds, assuming no early redemptions other than mandatory sinking fund payments, is set forth below.

City of Roseville
Amoruso Ranch Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 2
2025 Bonds – Annual Debt Service

Year Ending (Sept. 1)	2025 Bonds <u>Principal</u>	2025 Bonds <u>Interest</u>	2025 Bonds <u>Total</u>
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			
Totals			

Source: Underwriter.

City of Roseville
Amoruso Ranch Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 2
2025 Bonds – Estimated Debt Service Coverage
Fiscal Year 2024-25

Fiscal Year	Maximum Special Tax Revenue – Building Permit	Maximum Special Tax Revenue – Small Lot Final Map	Total Maximum Special Tax Revenue	Less: 1% Priority Admin (County)	Net Annual Special Tax Revenues	Proposed Series 2025 Bond Debt Service*	Estimated Coverage*
Levy							
2025-26							

* Preliminary; subject to change.

Sources: EPS for special tax data; Underwriter for debt service and coverage.

THE AMORUSO RANCH SPECIFIC PLAN

Certain information contained in this section describes the larger Amoruso Ranch Development, which includes land outside Improvement Area No. 2. Only land in Improvement Area No. 2 constitutes security for the 2025 Bonds.

The Amoruso Ranch Specific Plan (“**Amoruso Ranch Specific Plan**”) is the primary land use, policy and regulatory document used to guide development of land in Improvement Area No. 2 and the surrounding area. The Amoruso Ranch Specific Plan was adopted on June 15, 2016, and then amended on March 18, 2020 and April 20, 2022. The Amoruso Specific Plan establishes a development framework for land use, affordable housing, resource protection, circulation, utilities and services, implementation and design for approximately 694 acres in the northwest portion of the City projected to develop into approximately 2,827 single and multi-family residential units. The land use plan also includes three commercial parcels totaling 51 acres, a 9.6-acre elementary school site, 7 neighborhood parks, and a 3-acre fire station/public facilities site. Approximately 135 acres will be set aside as open space preserve.

The intent of the Amoruso Ranch Specific Plan is to promote the systematic and orderly development of the plan area. All subsequent development projects and related activities in the Amoruso Ranch Specific Plan area are required to be consistent with the Amoruso Ranch Specific Plan. The Amoruso Ranch Specific Plan implements the goals and policies of the City of Roseville General Plan and augments these goals and policies by providing specific direction to reflect conditions unique to the project and plan area. The City’s General Plan serves as the long-term policy guide for the physical, economic and environmental growth of the City. The property within the District was included within, and is a component of, the Amoruso Ranch Specific Plan. The full text of the Amoruso Ranch Specific Plan is available on the City’s website.

The land in Improvement Area No. 1 within the Amoruso Ranch Specific Plan area consists of approximately 106 acres of land on which home development is underway for 481 taxable residential units as well as non-taxable residential and public/quasi-public uses. The land in Improvement Area No. 2 within the Amoruso Ranch Specific Plan area consists of approximately 25 acres of land on which home development is underway for 156 taxable residential units.

THE AMORUSO RANCH DEVELOPMENT

The information regarding development of the property contained under this caption has been provided by representatives of the Master Developer, and has not been independently confirmed or verified by the Underwriter or the City. Neither the Underwriter nor the City makes any representation as to the accuracy or adequacy of the information contained under this caption. There may be material adverse changes in this information after the date of this Official Statement. See “SPECIAL RISK FACTORS” herein.

Development Agreement

General. The City entered into a Development Agreement in 2016, which has been amended several times (as amended to date, the “**Development Agreement**”), with certain prior landowner entities to which the Master Developer has subsequently succeeded with respect to the land being developed by the Master Developer in Improvement Area No. 2 and the surrounding area. The Development Agreement’s purpose is to vest development rights, set forth

infrastructure improvements and dedication requirements, secure the timing and methods for financing improvements, and specify other performance obligations as related to development in the Amoruso Ranch Specific Plan area. All of the property in Improvement Area No. 2 is subject to the requirements of the Development Agreement, as well as the Amoruso Ranch Specific Plan. The Development Agreement was entered into in accordance with Sections 65864 through 65869.5 of the California Government Code, as implemented through Article V, Chapter 19.84 of the City's Zoning Ordinance No. 3014.

The Development Agreement is the primary implementation tool for the Amoruso Ranch Specific Plan and creates a binding contract between the City and the parties thereto, and their assigned successors in interest, which sets forth the needed infrastructure improvements, park dedication requirements, timing and method for financing improvements and other specific performance obligations of the City and the Master Developer and its successors, including obligations related to development of the property in the District, with the terms, conditions, rules, regulations, entitlements, vested rights, and other provisions relating to the development of the property in the District according to the Amoruso Ranch Specific Plan entitlements. Included are provisions relating to infrastructure improvements, public dedication requirements, landscaping amenities, and other obligations of the parties.

The Development Agreement expires in approximately 2049. The Development Agreement runs with the property and may be modified only by mutual consent of the parties, and in a manner consistent with the Amoruso Ranch Specific Plan. With the Development Agreement in place, subject to compliance with the terms of the Development Agreement, construction of homes within the District may occur upon City approval of subdivision maps, satisfaction of certain design requirements and conditions of such maps and issuance of building permits.

Tract Maps. The large lot specific plan map for the entirety of Amoruso Ranch was recorded with the Placer County Recorder's Office on December 23, 2002 in Book GG at Page 49 (Document Number 2022-0093073). On June 5, 2024, the Phase 1, Sub-Phase A2 Final Map was recorded with the Placer County Recorder's Office in Book GG at page 81 (Document Number 2024-0029258) (the "**IA No. 2 Final Map**"). The IA No. 2 Final Map created 156 single-family residential lots.

Backbone Infrastructure and Other Development Conditions. The Development Agreement requires satisfaction of various items as conditions of development of the Amoruso Ranch Development. All of the work required for the development of Improvement Area No. 2 and the delivery of lots to Brookfield HB in final lot condition has been completed.

Certain conditions of development will be triggered by later phases of the Amoruso Ranch Development (outside Improvement Area No. 2). For example, the Development Agreement requires that at or prior to the occupancy of the 1,250th residential unit in the project, (1) a groundwater production well be in operation and (2) a pro-rata share of the cost of expansion of the West Roseville Specific Plan recycled water tank and pump station, estimated at \$2.287 million, shall be paid through community facilities district (CFD) financing.

Environmental Matters

Flood Hazard Map Information. According to the Federal Emergency Management Agency's flood insurance rate maps (Flood Area Panel Number 06061C0910H, with an effective date of November 2, 2018), the property in Improvement Area No. 2 is located within Flood Zone

X, described as areas of minimal flooding (outside of the 100- and 500-year floodplains). The project is not required to meet the requirement of SB5.

Wetland Conditions. Land in Improvement Area No. 2 is located outside of a protected wetland or such wetland impact has been mitigated. No additional environmental permits are required to be obtained.

Seismic Conditions. None of the property expected to be developed as part of the Project (including land in Improvement Area No. 2) is located within a seismic special studies zone, designated by the California State Division of Mines and Geology, in accordance with the Alquist-Priolo Special Study Zone Act of 1972.

Wildfire Zone. None of the property in Improvement Area No. 2 is within a high or very high fire hazard severity zone, as defined by CAL-FIRE.

Utilities. It is expected that utility service for the property in Improvement Area No. 2 will be provided by the following entities:

<u>Utility</u>	<u>Provider</u>
Water/Sewer	City of Roseville
Electricity	City of Roseville
Natural Gas	Pacific Gas & Electric
Data/Phone	Comcast/AT&T

Maps. The original District boundary map is shown on the following page. Improvement Area No. 2 was annexed into the District from the designated Future Annexation Area.

[Reserved for CFD boundary map]

[Reserved for aerial]

THE MASTER DEVELOPER

The information regarding the ownership and development of the property contained under this caption has been provided by the Master Developer, and has not been independently confirmed or verified by the Underwriter or the City. Neither the Underwriter nor the City makes any representation as to the accuracy or adequacy of the information contained under this caption. There may be material adverse changes in this information after the date of this Official Statement. Neither the Bonds nor the Special Taxes securing the Bonds are personal obligations of the Master Developer, any affiliate of the Master Developer, Brookfield HB, or any other subsequent property owners within Improvement Area No. 2, and, in the event that any property owner defaults in the payment of its Special Taxes, the City may proceed with judicial foreclosure of the delinquent land within Improvement Area No. 2 securing the Bonds, but has no direct recourse to any other assets of any property owner or any affiliate thereof. See "SPECIAL RISK FACTORS" herein.

General

Land in Improvement Area No. 2 represents a portion of the larger "Amoruso Ranch" development entitled for 2,827 residential units (a mix of low-, medium-, and high-density residential), as well as other related uses. In September 2024, bonds were issued in the amount of \$30,430,000 for Improvement Area No. 1 of the District, which encompasses 481 lots under development by merchant builders Richmond American Homes and D.R. Horton as the initial phase of the overall project. As of September 10, 2025 196 homes in Improvement Area No. 1 are owned by individual homeowners.

Home building and sales in Improvement Area No. 2 represent "phase 2" of the project comprising 156 single family residential lots on land subdivided into 4,275 and 5,500 square foot lots. As of September 10, 2025, Improvement Area No. 2 development includes four homes completed and sold to individual homeowners, six completed model homes and 15 completed production homes (7 of which are under contract with homeowners), and 29 additional homes in various stages of construction.

Only the land in Improvement Area No. 2 is and will be security for the 2025 Bonds.

Ownership Structure of Master Developer. The property in Improvement Area No. 2 was originally owned by Brookfield Sacramento Holdings LLC, a Delaware limited liability company ("**Brookfield Sacramento Holdings**"). On January 8, 2025, Brookfield Sacramento Holdings and subsidiaries of Sekisui House, Ltd., a Japanese kabushiki kaisha ("**Sekisui House**"), entered into an arrangement whereby the property in Improvement Area No. 2 (and other property) was conveyed to Brookfield Sunset LLC, a Delaware limited liability company (previously defined as the Master Developer). The Master Developer is owned by NASH Brookfield Amoruso LLC, a Delaware limited liability company ("**NASH Brookfield**"). Nash Brookfield is owned (i) 80% by NASH Amoruso Holdings, LLC, is a wholly-owned subsidiary of Sekisui House and (ii) 20% by Brookfield Communities) Amoruso LLC, a wholly-owned subsidiary of Brookfield Corporation (ON).

Sekisui House is a real estate development company headquartered in Osaka, Japan and has been in business since 1960. It has over 15,000 employees and has constructed or participated in the construction of over 2.6 million houses. Recently, Sekisui House acquired M.D.C Holdings, Inc. (also known as Richmond American Homes).

In connection with the investment by Sekisui House, the Master Developer entered into a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated January 8, 2025 (the “**Deed of Trust**”), which encumbers all of the land in Improvement Area No. 2 that is owned by the Master Developer and secures the repayment of a loan made by NASH Financing, LLC (an entity related to Sekisui House) (the “**Lender**”) to the Master Developer and the Master Developer’s parent company NASH Brookfield. The loan was in the amount of \$92 million, and the proceeds were used in connection with the Amoruso Ranch development and other joint projects with Sekisui House. Further, as lots are acquired by Brookfield HB, the Master Developer will pay a release price to the Lender so that Brookfield HB acquires the lots free of the lien of the Deed of Trust. As of September 10, 2025, the loan with the Lender is in good standing.

Master Developer Financing Plan

The Master Developer has expended over \$90 million dollars on improvements for the Amoruso Ranch Development. All of the work required for the development of Improvement Area No. 2 and the delivery of lots to Brookfield HB in final lot condition has been completed.

In connection with the formation of the District, the City and Brookfield Sacramento Holdings entered into a Funding, Construction and Acquisition Agreement (the “**Acquisition Agreement**”). On January 7, 2025, Brookfield Sacramento Holdings assigned the Acquisition Agreement to the Master Developer. The Acquisition Agreement provides that the Master Developer will construct (or cause to be constructed or funded) various improvements, and the City, upon completion of construction and acceptance (or through progress payments prior to completion of the entire improvement), will purchase the improvements or reimburse the Master Developer for expended amounts from the proceeds of the Bonds and/or Special Taxes on a pay-as-you-go basis. The Master Developer will be responsible for the portion of the cost of construction of the improvements not paid with Bond proceeds and Special Taxes.

The Rate and Method provides that the funding of Improvement costs can also be made from collections of the Special Tax available as the “pay-as-you-go” component of Special Taxes. The pay-as-you-go funding component is expected to provide for funding of the cost of a portion of the improvements in excess of the amount provided from Bond proceeds (if such proceeds are not sufficient) through annual Special Tax collections in excess of the amount needed to pay the debt service. The City contemplates utilizing this funding mechanism during the time the Bonds are outstanding. Additionally, after the final maturity date of the Bonds and any Additional Bonds issued to reimburse developers for costs of the improvements, the City expects to continue to levy Special Taxes for payment of the “Development Impact Fee Deferral” (as defined in the Rate and Method) which levy may secure future bonds issued after payment in full of the Bonds and any Additional Bonds.

Notwithstanding the belief of the Master Developer that it will have sufficient funds to complete its planned development, no assurance can be given that sources of financing available to the Master Developer will be sufficient to complete such development as currently anticipated. While the Master Developer has made internal financing available in the past for similar activities, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither the Master Developer nor any of its affiliates has any legal obligation of any kind to make any such funds available or to obtain loans or lines of credit. If and to the extent that internal financing, loan proceeds, lines of credit, or bond proceeds are inadequate to pay the costs to complete the Master Developer’s planned development, there could be a shortfall in the funds required to complete such proposed development and portions of such development might not be completed.

MERCHANT BUILDER INFORMATION

The information regarding the ownership of the property contained under this caption has been provided by the Master Developer, and has not been independently confirmed or verified by the Underwriter or the City. Neither the Underwriter nor the City makes any representation as to the accuracy or adequacy of the information contained under this caption. There may be material adverse changes in this information after the date of this Official Statement. Neither the Bonds nor the Special Taxes securing the Bonds are a personal obligation of the Master Developer, Brookfield HB, or any other subsequent property owners within Improvement Area No. 2. In the event that any property owner defaults in the payment of its Special Taxes, the District may proceed with judicial foreclosure of the delinquent land within Improvement Area No. 2 securing the Bonds, but has no direct recourse to any other assets of any property owner or any affiliate thereof. As a result, other than as provided in this Official Statement, no financial statements or information is, or will be provided about the Master Developer, Brookfield HB, or any other current or subsequent property owner. See "SPECIAL RISK FACTORS" herein.

Brookfield HB

In late 2024, Brookfield Sacramento HB LLC, a Delaware limited liability company ("**Brookfield HB**"), entered into a purchase and sale agreement to acquire 156 finished lots in Improvement Area No. 2 from Brookfield Sacramento Holdings (as amended, the "**IA No. 2 PSA**"). On January 7, 2025, in connection with the investment by Sekisui House and the transfer of the property in Improvement Area No. 2 to the Master Developer, Brookfield Sacramento Holdings and the Master Developer entered into the Assignment and Assumption of Agreements, Permits, Licenses and Approvals (the "**Assignment Agreement**"), whereby, among other things, the IA No. 2 PSA was assigned to the Master Developer.

Brookfield HB is a wholly-owned subsidiary of Brookfield Bay Area Holdings LLC, a Delaware limited liability company ("**Brookfield BAH**"). Brookfield BAH is an indirect subsidiary of Brookfield Residential. Brookfield Residential is a North American land developer and homebuilder with operations in Canada and the United States, which entitles and develops land to create master-planned communities and builds and sells lots to third-party builders, as well as to its own homebuilding divisions. Brookfield Residential also participates in select strategic real estate opportunities, including infill projects, mixed-use developments, infrastructure projects and joint ventures. Brookfield Residential currently focuses on the following operating segments: Canada, California, and Central and Eastern United States. Its Canadian operations are primarily in the Alberta and Ontario markets. Brookfield Residential has homebuilding operations in Austin, Calgary, Denver, Edmonton, Hawaii, Los Angeles, Phoenix, San Diego, San Francisco, Toronto, and Washington D.C. Brookfield Residential has been active in the Northern California market since 1997. Information regarding Brookfield Residential's operations in Northern California is available at www.brookfieldnocal.com. Copies of Brookfield Residential's financial statements and other information are currently available from Brookfield Residential's website at www.brookfieldresidential.com. *These internet addresses are included for reference only, and the information on these internet sites is not a part of this Official Statement and is not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on these internet sites.*

Brookfield HB Development Plan. The lots in Improvement Area No. 2 are planned for development into 156 single-family detached homes in two neighborhoods: "Allora at Amoruso

Ranch” (83 lots) and “Tesoro at Amoruso Ranch” (73 lots). The terms of the IA No. 2 PSA, as amended, includes phased takedowns for each neighborhood as set forth in the following tables:

City of Roseville
Amoruso Ranch Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 2 – Special Tax Bonds Series 2025
Allora Take-Down Schedule (83 LDR Lots)
(as of September 10, 2025)

Actual/Scheduled Acquisition Date	Lots Scheduled to be Acquired	Cumulative Number of Lots to be Acquired
4/28/2025	13*	13*
5/29/2025	11*	24*
9/22/2025	12	36
12/22/2025	12	48
3/19/2026	12	60
6/22/2026	14	74
9/21/2026	9	83
Total:	83	

* Acquired

City of Roseville
Amoruso Ranch Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 2 – Special Tax Bonds Series 2025
Tesoro Take-Down Schedule (73 LDR Lots)
(as of September 10, 2025)

Actual/Scheduled Acquisition Date	Lots Scheduled to be Acquired	Cumulative Number of Lots to be Acquired
4/28/2025	11*	11*
5/29/2025	13*	24*
9/22/2025	12	36
12/22/2025	13	49
3/19/2026	14	63
6/22/2026	10	73
Total:	73	

* Acquired

The original take-down schedule has been amended twice through amendments to the IA No. 2 PSA. Consequently, the take-down schedules above are subject to further change by the Master Developer and Brookfield HB.

When Brookfield HB acquires the lots from the Master Developer in finished lot condition, Brookfield HB will construct, market, and sell the homes thereon. The Master Developer has a profit participation in the sales of the homes.

There are 3 model homes that have been constructed in each of Allora and Tesoro. The 6 model homes were constructed by Brookfield HB under a license agreement with the Master Developer, whereby the Master Developer granted Brookfield HB the right to construct the model

homes on the land that the Master Developer owns. Currently, it is anticipated that the 6 model homes will be transferred to Brookfield HB in the final takedown in each product line for Brookfield HB to sell to the homebuying public. However, the parties reserve the right to defer the sale of these model homes so as to use them to market future phases of the Amoruso Ranch development.

Assuming that Brookfield HB acquires the lots from the Master Developer pursuant to the IA No. 2 PSA, the proposed product mix for the homes constructed and planned to be constructed by Brookfield HB within these neighborhoods is set forth in the following tables.

City of Roseville
Amoruso Ranch Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 2 – Special Tax Bonds Series 2025
“Allora at Amoruso Ranch” (83 Lots)
(As of September 10, 2025)

Floor Plans	Approx. Square Footage	Total No. Planned Units	Units Completed, Sold, and Closed	Units Completed But Not Closed	Units Under Construction⁽¹⁾	Est. Base Price⁽²⁾
Plan 1	1,840	21	0	3	4	\$619,990
Plan 2	2,184	21	0	2	4	629,990
Plan 3	2,309	21	0	3	4	639,990
Plan 4	2,674	20	1	2	4	689,990
Totals		83	1	10	16	

(1) Brookfield HB has completed construction of three (3) model homes, although they remain owned by the Master Developer. Brookfield HB is currently under construction on 16 production homes as of September 10, 2025. A total of 27 building permits have been received for the Allora lots as of September 10, 2025.

(2) Base sale prices are estimated as of September 10, 2025. Actual base sales prices may be lower than estimated. Base sales prices are subject to change and exclude any lot premiums, options, upgrades, incentives and any selling concessions or price reductions which may be offered.

Source: Master Developer.

City of Roseville
Amoruso Ranch Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 2 – Special Tax Bonds Series 2025
“Tesoro at Amoruso Ranch” (73 Lots)
(As of September 10, 2025)

Floor Plans	Approx. Square Footage	Total No. Planned Units	Units Completed, Sold, and Closed	Units Completed But Not Closed	Units Under Construction⁽¹⁾	Est. Initial Base Price⁽²⁾
Plan 1	2,339	18	1	2	3	\$730,550
Plan 2	2,925	19	0	1	4	759,650
Plan 3	3,606	18	0	5	3	837,250
Plan 4	4,066	18	2	3	3	905,750
Totals		73	3	11	13	

(1) Brookfield has completed construction of three (3) model homes, although they remain owned by the Master Developer. Brookfield HB is currently under construction on 13 production homes as of September 10, 2025. A total of 27 building permits have been received for the Tesoro lots as of September 10, 2025.

(2) Base sale prices are estimated as of September 10, 2025. Actual base sales prices may be lower than estimated. Base sales prices are subject to change and exclude any lot premiums, options, upgrades, incentives and any selling concessions or price reductions which may be offered.

Source: Master Developer.

Brookfield HB has closed 4 homes to homebuyers as of September 10, 2025. Brookfield HB anticipates reaching build-out and closing on the final homes in Improvement Area No. 2 to individual homebuyers by March 2027.

No assurance can be given that the lots will be acquired by Brookfield HB on the schedule set forth above or that home construction and sales will be carried out on the anticipated timeline and according to the plans outlined herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Brookfield HB reserves the right to change its development at any time without notice.

Brookfield HB Financing Plan. To date, Brookfield HB has funded its land acquisition, site development and home construction costs related to its property in Improvement Area No. 2 through internally generated funds, including funding from its parent company (as defined herein). Brookfield HB expects to use internal funding (which may include home sales revenues from its project in Improvement Area No. 2) to complete its home construction, and marketing and sales of its homes in Improvement Area No. 2. However, home sales revenues from Brookfield HB's activities in Improvement Area No. 2 are not segregated and set aside for completing its development activities in Improvement Area No. 2. None of the lots within Improvement Area No. 2 owned by Brookfield HB are encumbered by a mortgage or deed of trust.

Although Brookfield HB expects to have sufficient funds available to undertake and complete its development activities in Improvement Area No. 2, there can be no assurance, however, that amounts necessary to finance the remaining development and home construction costs will be available to Brookfield HB when needed. Neither Brookfield HB nor any other entity or person is under any legal obligation of any kind to expend funds for the development of and construction of homes on Brookfield HB's property in Improvement Area No. 2. Brookfield HB has no legal obligation to Bond holders to make any such funds available for construction or development, or the payment of ad valorem property taxes or the Special Taxes. Any contributions Brookfield HB or any other entity or person to fund the costs of such development are entirely voluntary.

If and to the extent that the aforementioned sources are inadequate to pay the costs to complete the planned development by Brookfield HB within Improvement Area No. 2 and other financing is not put into place, there could be a shortfall in the funds required to complete the proposed development by Brookfield HB or to pay ad valorem property taxes or Special Taxes related to Brookfield HB's property in Improvement Area No. 2, and the remaining portions of such development may not be completed. Many factors beyond Brookfield HB's control, or a decision by Brookfield HB to alter its current plans, may cause the actual sources and uses to differ from the projections. See "SPECIAL RISK FACTORS" herein for a discussion of risk factors.

VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2

The Appraisal

General. Integra Realty Resources, Sacramento, California (the “**Appraiser**”) prepared an appraisal report with a date of value of (the “**Appraisal**”). The Appraisal was prepared at the request of the City. The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal. The appraised properties consist of all of the taxable property within Improvement Area No. 2, which consists of 156 taxable lots.

Value Estimates. The Appraisal provides a market value of the appraised property as of the date of value (based on the hypothetical condition the improvements to be financed by the 2025 Bonds were in place as of the date of valuation). The valuation accounts for the impact of the lien of the Special Tax and represents the hypothetical market value (based on the hypothetical condition) of all the land in Improvement Area No. 2. The property appraised excludes property in Improvement Area No. 2 designated for public and quasi-public purposes.

The aggregate value estimate for the appraised properties as of the date of value, using the methodologies described in the Appraisal and subject to the limiting conditions and special assumptions and the hypothetical condition set forth in the Appraisal, and based on the ownership of the property as of that date, is \$43,738,000. The following table summarizes appraised values for parcels in Improvement Area No. 2.

Appraised Values Within Improvement Area No. 2 As of September 10, 2025

Market Value by Ownership						
	No. of Lots	Value per Lot	Permits & Fees Paid	Remaining Site Development Costs	Value per Component (Rd.)	Market Value (Rd.)
Individual Homeowners						
Completed Homes						
Tesoro	3	\$670,000	--	--	\$670,000	\$2,010,000
Allora	<u>1</u>	\$600,000	--	--	\$600,000	<u>\$600,000</u>
Total - Individual Homeowners	4					\$2,610,000
Brookfield Sacramento HB, LLC.						
Completed Homes						
Tesoro	8	\$670,000	--	--	\$670,000	\$5,360,000
Allora	7	\$600,000	--	--	\$600,000	\$4,200,000
Homes Under Construction						
Tesoro	13	\$198,000	\$99,890	--	\$298,000	\$3,874,000
Allora	<u>16</u>	\$183,000	\$99,890	--	\$283,000	<u>\$4,528,000</u>
Total - Brookfield Sacramento HB, LLC.	44					\$17,962,000
Brookfield Sunset LLC.						
Completed Homes						
Tesoro	3	\$670,000	--	--	\$670,000	\$2,010,000
Allora	3	\$600,000	--	--	\$600,000	\$1,800,000
Finished Lots						
Tesoro	46	\$198,000	\$0	(\$173)	\$198,000	\$9,108,000
Allora	<u>56</u>	\$183,000	\$0	(\$173)	\$183,000	<u>\$10,248,000</u>
Total - Brookfield Sunset LLC.	108					\$23,166,000
Aggregate, or Cumulative, Value of Appraised Properties	156					\$43,738,000

Source: Appraisal.

For more detailed information see “APPENDIX B – The Appraisal.”

Hypothetical Condition. The value estimate is subject to a hypothetical condition, defined as that which is contrary to what exists but is supposed for the purposes of analysis. For purposes of the hypothetical condition, the Appraiser assumed that certain proceeds of the 2025 Bonds are available to fund public improvements and/or reimburse for various improvements already completed.

Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value. For example, the Appraiser has assumed that there is no adverse soil conditions, toxic substances or other environmental hazards that would interfere or inhibit development of the appraised property. Should future conditions and events reduce the level of permitted development or delay the completion of any projected development, the value of the undeveloped land would likely be reduced from that estimated by the Appraiser. See “APPENDIX B – The Appraisal.”

Accordingly, because the Appraiser arrived at an estimate of current market value based upon certain assumptions which may or may not be fulfilled, no assurance can be given that should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, that any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

Exposure Time. Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the Appraisal. Based on the Appraiser’s review of recent sales transactions for similar properties and its analysis of supply and demand in the local land market, the Appraiser’s opinion was that the probable exposure time for the appraised property at the concluded market value stated previously is 12 months.

Marketing Time. Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As the Appraiser foresees no significant changes in market conditions in the near term, the Appraiser’s opinion was that a reasonable marketing period for the appraised property in bulk is likely to be the same as the exposure time. Accordingly, the Appraiser estimated the marketing period at 12 months or less.

No assurance can be given that a sale of the property in bulk through foreclosure could be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a particular period. See “SPECIAL RISK FACTORS – Property Values and Property Development.”

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout Improvement Area No. 2; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the 2025 Bonds are outstanding in that the City has no control over the market value of the property within Improvement Area No. 2 or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See “–Overlapping Liens and Priority of Lien” below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see "SPECIAL RISK FACTORS" herein.

Value to Special Tax Burden Ratios

In comparing the value of the real property within Improvement Area No. 2 and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within Improvement Area No. 2 cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within Improvement Area No. 2 unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of Improvement Area No. 2 could, without the consent of the City and in certain cases without the consent of the owners of the land within Improvement Area No. 2, impose additional taxes or assessment liens on the land within Improvement Area No. 2. Property owners can also voluntarily add Property Assessed Clean Energy (PACE) assessment liens on their property to finance energy efficiency improvements. The lien created on the land within Improvement Area No. 2 through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by merchant builders, and home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within Improvement Area No. 2, however, will be subordinate to the lien of the Special Tax.

Appraised Value to Lien Ratios by Development Status. The following table sets forth appraised value, estimated maximum and actual facilities special tax amounts, allocable debt, and value to lien ratios by development status in Improvement Area No. 2 as of September 10, 2025 (the Appraiser's date of value), based on the assumptions detailed therein.

Table 1a
City of Roseville
Amoruso Ranch Community Facilities No. 1 (Public Facilities)
Improvement Area No. 2 – Series 2025 Bonds
Value to Lien Ratios by Development Status

Development Status	Planned Units	Estimated 2025-26 Maximum Annual Facilities Special Tax Revenue ⁽¹⁾	Actual 2025-26 Facilities Special Tax Levy ⁽²⁾	Appraised Value ⁽³⁾	Share of CFD Bonds* ⁽⁴⁾	Overlapping Debt	Total CFD Bonds and Overlapping Debt	Appraised / Overlapping Debt Value to Lien* ⁽⁵⁾
Finished Lot	102	\$447,984	\$441,945	\$19,356,000	\$5,939,216	\$17,444	\$5,956,661	3.2
Under Construction	29	127,296	125,571	8,402,000	1,687,519	4,957	1,692,476	5.0
Model	6	26,622	26,298	3,810,000	353,420	1,038	354,458	10.7
Completed	15	67,014	66,259	9,560,000	890,444	2,615	893,059	10.7
Completed/Sold	4	18,666	18,558	2,610,000	249,400	733	250,132	10.4
Total	156	\$687,582	\$678,631	\$43,738,000	\$9,120,000	\$26,787	\$9,146,787	4.8

* Preliminary, subject to change.

(1) Increases by 2% each Fiscal Year.

(2) Amount levied for Fiscal Year 2025-26.

(3) Appraised value amounts provided by the Appraiser.

(4) Allocated based on the Fiscal Year 2025-26 Facilities Special Tax levy.

(5) Value to lien ratio is for the CFD Bonds.

Source: Integra Realty Resources, EPS.

Appraised Value to Lien Ratios by Development Status. The following table sets forth appraised value, estimated maximum and actual facilities special tax amounts, allocable debt, and value to lien ratios by village in Improvement Area No. 2 as of September 10, 2025 (the Appraiser's date of value), based on the assumptions detailed therein.

Table 1b
City of Roseville
Amoruso Ranch Community Facilities No. 1 (Public Facilities)
Improvement Area No. 2 – Series 2025 Bonds
Value to Lien Ratios by Village

Village	Planned Units	Estimated 2025- 26 Maximum Annual Facilities Special Tax Revenue ⁽¹⁾	Actual 2025-26 Facilities Special Tax Levy ⁽²⁾	Appraised Value ⁽³⁾	Share of CFD Bonds* ⁽⁴⁾	Overlapping Debt	Appraised Value to Lien* ⁽⁵⁾	Appraised / Overlapping Debt Value to Lien* ⁽⁵⁾
AR-7	13	\$63,648	\$63,648	\$3,474,000	855,354	\$2,512	4.1	4.0
AR-14	43	173,808	169,494	7,914,000	2,277,804	6,690	3.5	3.5
AR-15	50	205,326	200,689	16,858,000	2,697,021	7,922	6.3	6.2
AR-27	10	48,960	48,960	1,980,000	657,964	1,933	3.0	3.0
AR-31	25	122,400	122,400	4,950,000	1,644,911	4,831	3.0	3.0
AR-46	15	73,440	73,440	8,562,000	986,947	2,899	8.7	8.6
Total	156	\$687,582	\$678,631	\$43,738,000	\$9,120,000	\$26,787	4.8	4.8

* Preliminary, subject to change.

(1) Increases by 2% each Fiscal Year.

(2) Amount levied for Fiscal Year 2025-26.

(3) Appraised value amounts provided by the Appraiser.

(4) Allocated based on the Fiscal Year 2025-26 Facilities Special Tax levy.

(5) Value to lien ratio is for the CFD Bonds.

Source: Integra Realty Resources, EPS.

Appraised Value to Lien Ratios by Ownership. The following table sets forth appraised value, estimated maximum and actual facilities special tax amounts, allocable debt, and value to lien ratios by ownership in Improvement Area No. 2 as of September 10, 2025 (the Appraiser's date of value), based on the assumptions detailed therein.

Table 2
City of Roseville
Amoruso Ranch Community Facilities No. 2 (Public Facilities)
Improvement Area No. 2 – Series 2025 Bonds
Value to Lien Ratios by Ownership

Ownership	Planned Units	Estimated 2025-26 Maximum Annual Facilities Special Tax⁽¹⁾	Actual 2025-26 Facilities Special Tax Levy⁽²⁾	Appraised Value⁽³⁾	Share of CFD Bonds* ⁽⁴⁾	Overlapping Debt	Total CFD Bonds and Overlapping Debt	Appraised / Overlapping Debt Value to Lien* ⁽⁵⁾
Brookfield Sacramento HB LLC	48	\$212,976	\$210,388	\$20,572,000	\$2,827,363	\$8,304	\$2,835,668	7.3
Brookfield Sunset LLC	108	474,606	468,243	23,166,000	6,292,637	18,483	6,311,119	3.7
Total	156	\$687,582	\$678,631	\$43,738,000	\$9,120,000	\$26,787	\$9,146,787	4.8

* Preliminary, subject to change.

(1) Increases by 2% each Fiscal Year.

(2) Amount levied for Fiscal Year 2025-26.

(3) Appraised value amounts provided by the Appraiser.

(4) Allocated based on the Fiscal Year 2025-26 Facilities Special Tax levy.

(5) Value to lien ratio is for the CFD Bonds.

Source: Integra Realty Resources, EPS.

Appraised Value to Lien Ratios by Lien Ranges. The following table sets forth appraised value, estimated maximum and actual facilities special tax amounts, allocable debt, and value to lien ratios by lien ranges in Improvement Area No. 2 as of September 10, 2025 (the Appraiser's date of value), based on the assumptions detailed therein.

Table 3
City of Roseville
Amoruso Ranch Community Facilities No. 1 (Public Facilities)
Improvement Area No. 2 – Series 2025 Bonds
Value to Lien Ranges

Appraised/ Overlapping Debt Value to Lien Ranges	Planned Units	Estimated 2025-26 Maximum Annual Facilities Special Tax Revenue ⁽¹⁾	Actual 2025- 26 Facilities Special Tax Levy ⁽²⁾	Appraised Value ⁽³⁾	Share of CFD Bonds ^{*(4)}	Overlapping Debt	Total CFD Bonds and Overlapping Debt	Average Appraised / Overlapping Debt Value to Lien ^{* (5)}
> 10.00	25	\$112,302	\$111,116	\$15,980,000	\$0	\$4,386	N/A	N/A
5.00 to 9.99	16	63,648	61,932	4,528,000	1,891,959	2,444	\$834,610	5.4
2.00 to 4.99:1	115	511,632	505,593	23,230,000	9,663,041	19,957	6,814,527	3.4
Total	156	\$687,582	\$678,631	\$43,738,000	\$11,555,000	\$26,787	\$7,649,137	5.7

* Preliminary, subject to change.

(1) Increases by 2% each Fiscal Year.

(2) Amount levied for Fiscal Year 2025-26.

(3) Appraised value amounts provided by the Appraiser.

(4) Allocated based on the Fiscal Year 2025-26 Facilities Special Tax levy.

(5) Value to lien ratio is for the CFD Bonds.

Source: Integra Realty Resources, EPS.

No History of Special Tax Collections

Fiscal Year 2025-26 is the first year in which the Special Tax is being levied in Improvement Area No. 2. Accordingly, there is no history of special tax collections.

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within Improvement Area No. 2, and payment of the Special Tax is secured by a lien on certain real property within Improvement Area No. 2. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in Improvement Area No. 2. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area No. 2.

Set forth below is an overlapping debt table showing the existing direct and overlapping tax and assessment debt payable with respect to property within Improvement Area No. 2. This table is taken from information prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The general obligation bond debt allocation is based on assessed values. To the extent the assessed values in Improvement Area No. 2 are higher in future years, the general obligation bond debt allocation will be greater than what is shown.

The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith. In addition to bonded debt, property in Improvement Area No. 2 is also subject to special taxes authorized to be levied on behalf of the City's Amoruso Ranch Community Facilities District No. 1 (Public Services) and Community Facilities District No. 3 (Municipal Services) for municipal services, which districts provide for escalating annual special taxes on residential property.

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Table 4
City of Roseville
Amoruso Ranch Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 2 – Series 2025 Bonds
Summary of Overlapping Debt
As of August 1, 2025

2024-25 Assessed Valuation: \$1,143,492

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 8/1/25</u>
Sierra Joint Community College SFID No. 4 General Obligation Bonds	0.001%	\$ 2,171
Roseville Joint Union High School District General Obligation Bonds	0.003	2,415
Roseville Joint Union High School District SFID No. 1 General Obligation Bonds	0.020	21,992
Roseville City School District General Obligation Bonds	0.004	209
City of Roseville Amoruso Ranch CFD No. 1 Improvement Area No. 2	100.000	0 ⁽¹⁾
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$26,787
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
Placer County General Fund Obligations	0.001%	\$ 754
Roseville Union High School District Certificates of Participation	0.003	1,555
Roseville City School District General Fund Obligations	0.004	231
City of Roseville General Fund Obligations	0.003	394
Placer County Mosquito and Vector Control District Certificates of Participation	0.001	13
TOTAL OVERLAPPING GENERAL FUND DEBT		\$2,947
 COMBINED TOTAL DEBT		 \$29,734 ⁽²⁾

Ratios to 2024-25 Assessed Valuation:

Direct Debt (\$0)	0.00%
Total Direct and Overlapping Tax and Assessment Debt	2.34%
Combined Total Debt	2.60%

(1) Excludes bonds to be sold.

(2) Excludes tax and revenue anticipation notes, revenue, mortgage revenue and non-bonded capital lease obligations.

Sources: California Municipal Statistics, Inc.

There can be no assurance that the Master Developer, its affiliates or any subsequent owner will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities; however, no other special districts are currently contemplated by the City or the Master Developer.

Private liens, such as deeds of trust securing loans obtained by owners, may be placed upon property in Improvement Area No. 2 at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Estimated Overall Tax Burden

The following table shows the estimated overall tax burden for representative single-family residential homes in Improvement Area No. 2 (both LDR and MDR types), based on Fiscal Year 2025-26. As shown in the table, if the Special Tax had been levied in Fiscal Year 2025-26, the overall estimated tax burden would be approximately 1.72% to 1.74%.

Table 5
City of Roseville
Amoruso Ranch Community Facilities No. 1 (Public Facilities)
Improvement Area No. 2 – Series 2025 Bonds
Estimated Overall Tax Burden Fiscal Year 2025-26

Item	Assumptions	LDR (55 ft. lot)	LDR (45 ft. lot)
Estimated Home Value ⁽¹⁾		\$833,750	\$683,750
Homeowners' Exemption		(7,000)	(7,000)
Assessed Value		\$826,750	\$676,750
Property Taxes (FY 2025-26) ⁽²⁾			
Property Taxes (FY 2025-26) ⁽²⁾	1.000000%	\$8,268	\$6,768
Sierra College	0.005316	44	36
Roseville City School District	0.008669	72	59
Roseville JUHSD	0.010903	90	74
Property Tax Totals	1.024888%	\$8,473	6,936
Direct Charges ⁽³⁾			
Amoruso Ranch CFD No. 1 (IA No. 1)		\$4,896	\$3,978
Amoruso Ranch CFD No. 2		522	522
Roseville CFD No. 3		424	424
Placer Mosquito & Vector Control		34	34
Total Direct Charges		\$5,877	\$4,959
Total Property Taxes and Direct Charges		\$14,350	\$11,894
Overall Tax Burden		1.72%	1.74%

(1) From the DPFPG memo dated November 6, 2024.

(2) Ad valorem taxes for TRA 005-073 for FY 2025-26.

(3) Provided by the City and EPS. Direct charges are for FY 2025-26.

Source: EPS.

SPECIAL RISK FACTORS

The purchase of the 2025 Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2025 Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the 2025 Reserve Account of the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the 2025 Bonds. The 2025 Bonds are not general obligations of the City but are limited obligations of the City, payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the 2025 Reserve Account of the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS." Any tax for the payment of the 2025 Bonds will be limited to the Special Tax to be collected within Improvement Area No. 2.

Concentration of Ownership

As of September 10, 2025, there were 4 individual homeowners within Improvement Area No. 2; the remainder of the property was owned by the Master Developer or its affiliate Brookfield HB. Owners of property are not personally obligated to pay the Special Tax attributable to their property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner to pay. If the value of the property is not sufficient, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the 2025 Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of the current owners of property or any other future owner of significant property subject to the Special Taxes in Improvement Area No. 2 to pay installments of Special Taxes when due could cause the depletion of amounts in the 2025 Reserve Account of the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to timely pay debt service on the 2025 Bonds. In that event, there could be a delay or failure in payments on the 2025 Bonds. See "– Bankruptcy and Foreclosure Delays" below and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

Appraised Values

The Appraisal included in APPENDIX B estimates the market value of the taxable property within Improvement Area No. 2. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or

to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, in addition to hypothetical conditions, as set forth in the Appraisal (see APPENDIX B hereto). Some of the improvements to be financed by the 2025 Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place)

In addition, the opinion is a present opinion. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in Improvement Area No. 2 could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of Taxable Parcels within Improvement Area No. 2 is a critical factor in determining the investment quality of the 2025 Bonds. If a property owner defaults in the payment of the Special Tax, the City may bring an action to foreclose on the delinquent property in an attempt to obtain funds with which to pay debt service on the 2025 Bonds. Land development and land values could be adversely affected by economic and other factors beyond the City's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

The Appraisal information included as APPENDIX B sets forth certain assumptions of the Appraiser in estimating the market value of the property within Improvement Area No. 2 as of the date indicated. No assurance can be given that the land values are accurate if these assumptions are incorrect or that the values will not decline in the future if one or more events, such as natural disasters or adverse economic conditions, occur. See "Appraised Values" above.

Neither the City nor the Underwriter has evaluated the development risks associated with the proposed development. Since these are largely business risks of the type that developers customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the City is issuing the 2025 Bonds without regard to any such evaluation. Thus, the issuance of the 2025 Bonds in no way implies that the City or the Underwriter has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in Improvement Area No. 2 or the value of property therein.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the owners of the 2025 Bonds should it be necessary for the City to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the 2025 Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – Value to Special Tax Burden Ratios." No assurance can be given that the proposed development within Improvement Area No. 2 will be completed, and in assessing the investment quality of the 2025 Bonds, prospective purchasers should evaluate the risks of noncompletion.

The Master Developer and Brookfield HB provide no assurances that development in Improvement Area No. 2 will occur or that sources of financing that will be available or will be sufficient to complete their currently projected development. The Master Developer and Brookfield HB do not have any obligation to the City or to owners of the 2025 Bonds to complete the planned development within Improvement Area No. 2.

Risks of Real Estate Investment Generally. Continuing development of land within Improvement Area No. 2 may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in Improvement Area No. 2 may also be affected by development in surrounding areas, which may compete with development in Improvement Area No. 2. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within Improvement Area No. 2 will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within Improvement Area No. 2 will not be adversely affected by these risks.

Natural Disasters. The value of the parcels in Improvement Area No. 2 in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in Improvement Area No. 2 and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding Improvement Area No. 2, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity, however, Improvement Area No. 2 is not located in a seismic special studies zone.

Other natural disasters could include, without limitation, landslides, floods, droughts, wildfires or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Although the land in Improvement Area No. 2 is not in a high-risk area (or a special fire hazard severity zone) for wildfires, landslides, floods, or tornadoes, natural disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Drought. California has been subject to droughts from time-to-time in the past. Although the City does not believe any future drought would impact development in Improvement Area No. 2, no assurances can be given in this regard.

The City employs a portfolio approach to its water supplies which includes the use of surface water, groundwater and recycled water. This portfolio approach is designed to provide a more reliable water supply. Surface water is the City's primary water supply which is delivered from the Folsom Reservoir under contracts with the Bureau of Reclamation and the Placer County Water Agency. The City also uses groundwater to supplement its surface water supplies during emergency and drought conditions. These ground water wells are designated to accommodate Aquifer Storage and Recovery ("**ASR**"). The City's ASR program allows for the storage of treated surface water in the groundwater basin through direct injection through the ASR wells. This water can be extracted later from the same wells for use during emergency or drought conditions. This water "banking" allows the City to use groundwater without significant impact to the ground water table when surface water supplies are limited. The City also uses recycled water generated from its wastewater treatment facilities for irrigation purposes in commercial landscaping, public rights-of way, parks and golf courses. The use of recycled water reduces the demand for treated water for these purposes and leaving more for domestic use. However, no assurance can be given that a future drought affecting homes in Improvement Area No. 2 would not result in decreased values.

The City indicates it has adequate surface water and groundwater supplies to satisfy the planned development of property in Improvement Area No. 2 in accordance with applicable law and regulations. However, in the event that the City's water supply is severely limited or cut off by virtue of future actions beyond its control resulting from ongoing or future drought conditions, development within Improvement Area No. 2 may be delayed or even stopped. The Development Agreement provides that should the City need to restrict development it must do so City-wide and cannot single out the Amoruso Ranch property in restricting development activity. Any reduction or interruption in the water supply would also likely cause a reduction in the land value and thus a reduction in the security in the event of a need to foreclose on land within Improvement Area No. 2 following a delinquency in the payment of Special Taxes.

Wildfires. In recent years, wildfires have caused extensive damage throughout the State, including within the County. Certain of these fires have burned thousands of acres and destroyed hundreds and in some cases thousands of homes. In some instances entire neighborhoods have been destroyed. Several fires in recent years damaged or destroyed property in areas that were not previously considered to be at risk from such events. In 2023, as in several prior years, for example, devastating wildfires burned in various communities in the State, causing wide-spread damage. In 2025, communities in Los Angeles County, including Pacific Palisades (Palisades Fire), Malibu and Altadena (Eaton Fire), experienced widespread devastation from wildfires causing losses of life, thousands of burned homes, and billions of dollars in property damage.

On January 16, 2025, Governor Gavin Newsom issued Executive Order N-10-25 (the "**Governor's Order**") which canceled penalties, costs and interest on overdue property taxes (including special taxes) within certain ZIP codes affected by the Palisades and Eaton Fires during calendar year 2025. This will likely cause a delay in the payment of property taxes, including special taxes, by certain property owners in any community facilities district affected by the Governor's Order. Unless the majority of property owners within any such community facilities district pay their special taxes voluntarily or have mortgage impound accounts, it is likely that the community facilities districts will need to draw upon a reserve fund to make debt service payments on outstanding bonds prior to the expiration of the Governor's Order and it is possible that outstanding bonds will experience a payment default. In the event of a major fire or other natural disaster affecting

Improvement Area No. 2, a similar order affecting Improvement Area No. 2 could impact the debt service payments for the 2025 Bonds.

Legal Requirements. Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in Improvement Area No. 2 may also be adversely affected by the application of laws protecting endangered or threatened species.

Hazardous Substances. Any discovery of a hazardous substance detected on property within Improvement Area No. 2 would affect the marketability and the value of some or all of the property in Improvement Area No. 2. In that event, the owners and operators of a parcel within Improvement Area No. 2 may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws. California laws with regard to hazardous substances are also applicable to property within Improvement Area No. 2 and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within Improvement Area No. 2 by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within Improvement Area No. 2 has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within Improvement Area No. 2 resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within Improvement Area No. 2 that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Master Developer believes that no federally listed endangered or threatened species would be affected by the proposed development within Improvement Area No. 2, other than any that are permitted by the entitlements already received (which allow for the impact of development and specify the mitigation required), the discovery of an endangered plant or animal could delay development of vacant property in Improvement Area No. 2 or reduce the value of undeveloped property.

Mortgage Interest Rates

Most of the purchasers of the homes within Improvement Area No. 2 will finance their acquisitions with mortgages. As such, increased interest rates, decreased availability of mortgage financing or of certain mortgage programs, higher down payment requirements, or increased monthly mortgage costs could have a negative impact on the estimated absorption rates of homes in Improvement Area No. 2. Further, a combination of higher mortgage rates, delays in construction stemming from delays in the supply chain, homebuyers' inability to sell their existing homes and adverse changes in local, regional or national economic conditions, among other factors, could contribute to an increase in rate of home order cancellations. An increase in the level of such cancellations could similarly have a negative impact on the estimated absorption rates of in Improvement Area No. 2.

Levy and Collection of Special Taxes

General. The principal source of payment of principal of and interest on the 2025 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within Improvement Area No. 2.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the Maximum Annual Facilities Special Tax rate authorized in the Rate and Method. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2025 Bonds.

In addition to the Maximum Annual Facilities Special Tax rate limitation in the Rate and Method, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2025 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Rate and Method is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the 2025 Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See “– Tax Delinquencies” below. There is currently no history of tax levies in Improvement Area No. 2.

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2025 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the 2025 Reserve Account of the Reserve Fund is depleted. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the “**FDIC**”) has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within Improvement Area No. 2. See “– FDIC/Federal Government Interests in Properties” below.

Other laws generally affecting creditors’ rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

FDIC/Federal Government Interests in Properties

General. The ability of the City to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the “**FDIC**”), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: “This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding.”

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within Improvement Area No. 2 but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on parity with the Special Taxes and preserve the federal government’s mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association (“**FNMA**”) is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

Bankruptcy and Foreclosure Delays

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid tax, as discussed in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure,” may be limited by bankruptcy, insolvency or other laws generally affecting creditors’ rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2025 Bonds (including Bond Counsel’s approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2025 Bonds. To the extent that property in Improvement Area No. 2 continues to be owned by a limited number of property owners, the chances are increased that the 2025 Reserve Account of the Reserve Fund established for the 2025 Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the 2025 Reserve Account of the Reserve Fund for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2025 Bonds on a timely basis.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on that property. The court upheld the priority of unpaid *ad valorem* taxes imposed before the bankruptcy petition (the “pre-petition taxes”), but unpaid taxes imposed after the filing of

the bankruptcy petition (“post-petition taxes”) were declared to be unsecured “administrative expenses” of the bankruptcy estate, and were therefore held to be payable from the bankruptcy estate only after payment of all secured creditors. As a result, the secured creditor of the property was able to foreclose on the property and retain all of the proceeds of the sale except for the amount of the pre-petition taxes.

According to the court’s ruling, as administrative expenses, post-petition taxes would have to be paid, but only if the debtor had sufficient assets not subject to other perfected security interests to do so. In certain circumstances, payment of such administrative expenses may also be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would at that time again become subject to and would secure liens for then current and future *ad valorem* taxes.

Glasply was controlling precedent on bankruptcy courts in the State of California for several years subsequent to the date of the Ninth Circuit’s holding. Pursuant to state law, the lien date for general *ad valorem* property taxes levied in the State of California is the January 1 preceding the fiscal year for which the taxes are levied. Under the *Glasply* holding, a bankruptcy petition filing would have prevented the lien for general *ad valorem* property taxes levied in fiscal years subsequent to the filing of a bankruptcy petition from attaching and becoming a lien so long as the property was a part of the estate in bankruptcy. However, the *Glasply* holding was for the most part subsequently rendered inoperative with respect to the imposition of a lien for and the collection of *ad valorem* taxes by amendments to the federal Bankruptcy Code (Title 11 U.S.C.) which were part of the Bankruptcy Reform Act of 1994 (the “Bankruptcy Reform Act”) passed by Congress during the later part of 1994. The Bankruptcy Reform Act added a provision to the automatic stay section of the Bankruptcy Code which, pursuant to Section 362(b)(18) thereof, excepts from the Bankruptcy Code’s automatic stay provisions, “the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state, if such tax comes due after the filing of the petition” by a debtor in bankruptcy court. The effect of this provision is to continue the secured interest of *ad valorem* taxes on real property (i.e., post-petition taxes) in effect during the period following the filing of a bankruptcy petition, including during the period bankruptcy proceedings are pending.

Without further clarification by the courts or Congress, the original rationale of the *Glasply* holding could, however, still result in the treatment of post-petition special taxes as “administrative expenses,” rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings. This treatment might result from the fact that, although the lien of special taxes is of record from the date of the filing of a Notice of Special Tax Lien, the actual special tax is levied annually. As noted above, special taxes have a different lien date than the lien date for general *ad valorem* taxes in the State of California noted above. The lien of a Mello-Roos special tax attaches upon recordation of the notice of the special tax lien, as provided for in Section 53328.3 of the Act, as opposed to the annual January 1 lien date for general *ad valorem* taxes. Thus, in deciding whether the original *Glasply* ruling is applicable to a bankruptcy proceeding involving special taxes rather than general *ad valorem* property taxes, a court might consider the differences in the statutory provisions for creation of the applicable tax lien (general *ad valorem* or special tax) in determining whether there is a basis for post-petition special taxes to be entitled to a lien on the property during pending bankruptcy proceedings. If a court were to apply *Glasply* to eliminate the priority of the special tax lien as a secured claim against property with respect to post-petition levies of the Special Taxes made against property owners within Improvement Area No. 2 who file for bankruptcy, collections of the Special Taxes from such property owners could be reduced as the result of being treated as “administrative expenses” of the bankruptcy estate. Also, and most importantly, is the fact that the original holding in *Glasply* and the mitigation of that holding by the Bankruptcy Reform Act of 1994 both appear to be applicable only to general *ad valorem* taxes, and, therefore, the exemption

from the automatic stay in Section 362(b)(18) discussed above may not be applicable to special taxes since they were not expressly mentioned or provided for in this section, nor defined to be included within the term “*ad valorem* taxes.”

Parity Taxes and Special Assessments; Private Debt

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area No. 2.

Property in Improvement Area No. 2 is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. Property in Improvement Area No. 2 is also subject to the special tax of two additional community facilities districts formed to fund services and known as the Amoruso Ranch Community Facilities District No. 2 (Public Services) and the City’s Community Facilities District No. 3 (Municipal Services). The property is not subject to any other special tax or assessment liens (other than the lien of the Special Tax). See “VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – Estimated Overall Tax Burden.”

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax securing the 2025 Bonds. The principal of and interest on the 2025 Bonds are payable from the Special Tax authorized to be collected within Improvement Area No. 2, and payment of the Special Tax is secured by a lien on certain real property within Improvement Area No. 2. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in Improvement Area No. 2. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure if unpaid. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area No. 2. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of taxable property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See “– Bankruptcy and Foreclosure Delays” above.

There can be no assurance that property owners within Improvement Area No. 2 will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities. This includes PACE assessments which homeowners can request be placed on their home for financing energy improvements. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within Improvement Area No. 2, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in Improvement Area No. 2. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in Improvement Area No. 2. However, the lien of such private loans would be subordinate to the lien of the Special Taxes.

Tax Delinquencies

Under provisions of the Act, the Special Taxes will be billed to the properties within Improvement Area No. 2 on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the 2025 Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the 2025 Reserve Account of the Reserve Fund.

In the event of non-payment of Special Taxes, funds in the 2025 Reserve Account of the Reserve Fund, if available, may be used to pay principal of and interest on the 2025 Bonds. If funds in the 2025 Reserve Account of the Reserve Fund for the 2025 Bonds are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the 2025 Bond holders pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within Improvement Area No. 2 at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the 2025 Reserve Account of the Reserve Fund will be depleted and not be replenished by the levy of the Special Tax.

See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

No Acceleration Provisions

The 2025 Bonds do not contain a provision allowing for the acceleration of the 2025 Bonds in the event of a payment default or other default under the terms of the 2025 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a 2025 Bond holder is given the right for the equal benefit and protection of all 2025 Bond holders similarly situated to pursue certain remedies. So long as the 2025 Bonds are in book-entry form, DTC will be the sole 2025 Bond holder and will be entitled to exercise all rights and remedies of 2025 Bond holders.

Ballot Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State’s constitutional initiative process, and those measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the

landowners to complete the development of Improvement Area No. 2. See “–Property Values and Property Development – Land Development” above. See also “– Voter Initiatives” below.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies in the State, including the Special Taxes levied within Improvement Area No. 2. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the 2025 Bonds.

Proposition 218 – Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIIC and XIIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the “Supermajority Vote to Pass New Taxes and Fees Act.” Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as “fees.” Proposition 26 amended Articles XIII A and XIIIC of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes (“**special taxes**”) require a two-thirds vote.

Similar to Proposition 218 and Proposition 26, the Taxpayer Protection and Government Accountability Act (“**Initiative 1935**”) was proposed by a citizens group as a measure to be placed on the November 2024 statewide election and if passed would have, among other things, amend the State Constitution to impose heightened barriers for State and local governments to impose taxes and fees. Initiative 1935 also provided that any tax or fee imposed after January 1, 2022 not in accordance with such provisions is void 12 months after the effective date of Initiative 1935, unless subsequently reenacted in accordance with its terms. At the request of the Governor of California and the State Legislature, the California Supreme Court agreed to consider whether Initiative 1935 should be barred from appearing on the ballot as an unlawful revision of the State Constitution, given its potential wide-ranging impact on the ability of the State and local governments to fund their operations. In June 2024, the Supreme Court barred the measure from appearing on the November ballot.

Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the “**CCFD**”) established by the City of San Diego. The CCFD is a financing district established under the City’s charter (the “Charter”) and was intended to function much like a

community facilities district established under the Mello-Roos Act. The CCFD was comprised of all of the real property in the entire City. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax.

The *San Diego* Court held that the CCFD special tax election did not comply with the City's Charter and with applicable provisions of the California Constitution -- specifically Article XIII A, section 4 ("Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district....") and Article XIII C, section 2(d) ("No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.") -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to the District (including Improvement Area No. 2), there were no registered voters within the District (including Improvement Area No. 2) at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on residential property pursuant to the Mello-Roos Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court's holding does not apply to the special tax election held for Improvement Area No. 2.

Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party:

53341. Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to [the Mello-Roos Act] shall be commenced within 30 days after the special tax is approved by the voters....

53359. An action to determine the validity of bonds issued pursuant to [the Mello-Roos Act] or the validity of any special taxes levied pursuant to [the Mello-Roos Act] ... shall be commenced within 30 days after the voters approve the issuance of the bonds or the special tax ...

Section 53326(b) of the Mello-Roos Act defines the authorized voters for an election in which the special taxes will be levied on residential property: "Except as otherwise provided in subdivision (c), if at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the protest hearing, the vote shall be by the registered voters of the proposed district, with each voter having one vote. Otherwise, the vote shall be by the landowners of the proposed district and each person who is the owner of land at the close of the protest hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district not exempt from the special tax...."

Pursuant to Sections 53341 and 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired. Because the *San Diego* Court expressly stated that it did not consider the facts presented by Improvement Area No. 2 and because the period for challenging the Special Taxes has passed, the City believes the Special Taxes are valid and cannot be challenged.

Exempt Properties

Certain properties are exempt from the Special Tax in accordance with the Rate and Method and the Act, which provides that properties or entities of the state, federal or local government are exempt from the Special Tax; provided, however, that property within the District acquired by a public entity through a negotiated transaction or by gift or devise, which is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax.

In addition, although the Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment, the constitutionality and operation of these provisions of the Act have not been tested, meaning that such property could become exempt from the Special Tax. The Act further provides that no other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax.

Changes in Tax Law

H.R. 1 of the 115th U.S. Congress, known as the “Tax Cuts and Jobs Act,” was enacted into law on December 22, 2017 (the “**Tax Act**”). The Tax Act makes significant changes to many aspects of the Code that could have an impact on future property development. The Tax Act reduces the amount of mortgage interest expense and state local income tax and property tax expense that individuals may deduct from their gross income for federal income tax purposes, which could increase the cost of home ownership within Improvement Area No. 2 and could adversely affect the sale of homes. However, the City cannot predict the effect that the Tax Act may have on the cost of home ownership or the price of homes in Improvement Area No. 2, the rate at which homes in Improvement Area No. 2 are sold to individual homeowners, or the ability or willingness of homeowners to pay special taxes or property taxes on Taxable Property within Improvement Area No. 2. The appraised values do not take into account any of the potential impacts of the Tax Act on home values or home sales in Improvement Area No. 2.

Pandemic Diseases

In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. Pandemic diseases arising in the future could have significant adverse health and financial impacts throughout the world, leading to loss of jobs and personal financial hardships, and/or actions by federal, State and local governmental authorities to contain or mitigate the effects of an outbreak.

Taxpayer assistance measures may include deferral of due dates of property taxes, which was an assistance program during the COVID-19 pandemic, and with or without a deferral some taxpayers may be unable to make their property and Special Tax payments. No assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Special Taxes. In addition, home values may be affected by a reduction in demand

stemming from personal finances, or general widespread economic circumstances resulting from pandemic diseases.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City, or the administration of the 2025 Bonds. The City is also reliant on other entities and service providers in connection with the administration of the 2025 Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes, the Fiscal Agent, and the dissemination agent. No assurance can be given that the City and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Potential Early Redemption of Bonds from Prepayments

Property owners within Improvement Area No. 2, including individual homeowners, are permitted to prepay their Special Tax obligation at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such prepayments will result in a redemption of the Bonds on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIII A of the California Constitution, commonly known as "**Proposition 13**," provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIII A limits the maximum *ad valorem* tax on real property to 1% of "full cash value," which is defined as the County Assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIII A exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIII A requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIII A of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or

improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within Improvement Area No. 2.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIII B of the State Constitution. Article XIII B prohibits government agencies and the State from spending "appropriations subject to limitation" in excess of the appropriations limits imposed. "Appropriations subject to limitation" are authorizations to spend "proceeds of taxes," which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not "proceeds of taxes" such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

CONTINUING DISCLOSURE

The City

The City has covenanted for the benefit of owners of the 2025 Bonds to provide certain financial information and operating data relating to the District by not later than nine months after the end of the City's fiscal year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2024-25 fiscal year (due April 1, 2026, provided however, for the report due by April 1, 2026 the Official Statement and the City's annual financial statement shall suffice as the Annual Report) and to provide notices of the occurrence of certain enumerated events.

The City Annual Report and notices of material events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of material events by the City is summarized in "APPENDIX E – Form of Continuing Disclosure Certificate."

The City believes it currently is in material compliance with all of its continuing disclosure undertakings for the last five years. Notwithstanding the foregoing, in the last five years:

- (1) The Annual Report for Fiscal Year 2019-20 for one series of the City's outstanding bonds did not initially fulfill all content requirements; a remedial filing was done approximately 3 months later.
- (2) For its Annual Report for Fiscal Year 2021-22, 2022-23 and 2023-24, while the City filed unaudited financial statements and then its audited financial statements when available, the unaudited financial statements were not timely filed with respect to certain bond issues.

The City believes it has made corrective filings to address the known instances during the last five years of past delayed or failure to file annual reports, omissions of required information and/or rating changes to be filed under its prior continuing disclosure undertakings.

The Master Developer

The Master Developer has voluntarily covenanted for the benefit of owners of the 2025 Bonds to provide certain information and operating data relating to the property owned by the Master Developer, Brookfield HB, or its other affiliates in Improvement Area No. 2 by not later than June 1st and December 1st of each year, beginning with the report due June 1, 2026 and to provide notices of the occurrence of certain enumerated events. The obligation of the Master Developer to provide such information is in effect until such time as the Master Developer, Brookfield HB, and its other affiliates collectively owned 27 or more residential lots in Improvement Area No. 2.

This is the first continuing disclosure undertaking by the Master Developer.

UNDERWRITING

The 2025 Bonds were purchased through negotiation by Piper Sandler & Co., as underwriter (the “**Underwriter**”). The Underwriter agreed to purchase the 2025 Bonds at a price of \$_____ (which is equal to the par amount of the 2025 Bonds, plus/less an original issue premium/discount of \$_____ and less the Underwriter’s discount of \$_____). The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the 2025 Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

MUNICIPAL ADVISOR

Fieldman, Rolapp & Associates, Inc. has acted as Municipal Advisor to the City in conjunction with the issuance of the 2025 Bonds. The Municipal Advisor has assisted in matters related to the planning, structuring, execution, and delivery of the 2025 Bonds. The Municipal Advisor will receive compensation contingent upon the sale and delivery of the 2025 Bonds. The Municipal Advisor has not audited, authenticated, or otherwise independently verified the information set forth in this Official Statement, or any other related information available, with respect to accuracy and completeness of disclosure of such information. Because of this limited participation, the Municipal Advisor makes no guaranty, warranty, or other representation with respect to the accuracy or completeness of this Official Statement, or any other matter related to this Official Statement.

LEGAL OPINION

The validity of the 2025 Bonds and certain other legal matters are subject to the approving opinion of Jones Hall LLP, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX D to this Official Statement, and the final opinion will be made available to registered owners of the 2025 Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the 2025 Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall LLP, San Mateo, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2025 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the 2025 Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”) relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the 2025 Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2025 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2025 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “original issue discount” for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a 2025 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “original issue premium” for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2025 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such 2025 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2025 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2025 Bonds who purchase the 2025 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2025 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2025 Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such 2025 Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2025 Bond (said term being the shorter of the 2025 Bond’s maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the 2025 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2025 Bond is amortized each year over the term to maturity of the 2025 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized 2025 Bond premium is not deductible for federal income tax purposes. Owners of premium 2025 Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2025 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2025 Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2025 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2025 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the 2025 Bonds, or as to the consequences of owning or receiving interest on the 2025 Bonds, as of any future date. Prospective purchasers of the 2025 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2025 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2025 Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2025 Bonds, the ownership, sale or disposition of the 2025 Bonds, or the amount, accrual or receipt of interest on the 2025 Bonds.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the 2025 Bonds and does not contemplate applying for a rating.

NO LITIGATION

At the time of delivery of and payment for the 2025 Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the 2025 Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the 2025 Bonds, or in any way contesting or affecting the validity or enforceability of the 2025 Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the 2025 Bonds or any action of the City contemplated by any of said documents.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council of the City, as the legislative body of the District.

CITY OF ROSEVILLE

By: _____
Assistant City Manager/
Chief Financial Officer

APPENDIX A
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B
THE APPRAISAL

APPENDIX C

THE CITY OF ROSEVILLE AND PLACER COUNTY

The District is located in the City of Roseville (the “City”), which is located in southwestern Placer County (the “County”), California (the “State”). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The 2025 Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City, secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement, all as described in more detail in this Official Statement.

General

The City is located in Placer County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 1, 2025 was approximately 158,494.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the “Fountains at Roseville,” a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golf and Sun Splash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected at large for staggered four-year terms. At each election, the council member receiving the most votes is appointed mayor pro-tempore for two years and becomes mayor for the final two years.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

Population

The following table sets forth population estimates for the City, County and State for the past five years.

POPULATION ESTIMATES
City, County and State
Calendar Years 2021 through 2025, as of January 1

<u>Year</u>	<u>City of Roseville</u>	<u>Placer County</u>	<u>State of California</u>
2021	148,851	407,282	39,369,530
2022	151,516	409,924	39,179,680
2023	152,858	410,319	39,228,444
2024	157,304	420,436	39,420,663
2025	158,494	421,446	39,529,101

Source: California State Department of Finance.

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Effective Buying Income

Effective buying income (“**EBI**”) is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the City, the County, the State and the United States.

EFFECTIVE BUYING INCOME (EBI) City, County, State and United States As of January 1, 2021 through 2025

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2021	City of Roseville	\$4,126,395	\$66,668
	Placer County	16,085,312	76,947
	State of California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of Roseville	\$6,165,433	\$87,539
	Placer County	18,491,490	88,051
	State of California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Roseville	\$6,996,310	\$92,853
	Placer County	19,349,979	91,862
	State of California	1,461,799,662	77,175
	United States	11,454,846,397	65,326
2024	City of Roseville	\$7,496,807	\$95,863
	Placer County	20,125,715	93,505
	State of California	1,510,708,521	80,973
	United States	11,987,185,826	67,876
2025	City of Roseville	\$7,682,133	\$96,592
	Placer County	20,632,478	95,193
	State of California	1,557,429,767	82,725
	United States	12,525,577,707	69,687

Source: Claritas, LLC.

Employment and Industry

The unemployment rate in the Sacramento-Roseville-Folsom MSA was 4.3 percent in May 2025, down from a revised 4.5 percent in April 2025, and above the year-ago estimate of 3.9 percent. This compares with an unadjusted unemployment rate of 4.9 percent for California and 4.0 percent for the nation during the same period. The unemployment rate was 4.4 percent in El Dorado County, 3.7 percent in Placer County, 4.4 percent in Sacramento County, and 4.9 percent in Yolo County.

The table below provides information about employment rates and employment by industry type for the Sacramento MSA (which includes Sacramento, Placer, Yolo and El Dorado Counties) for the calendar years 2019 through 2023.

SACRAMENTO-ARDEN ARCADE-ROSEVILLE MSA (El Dorado, Placer, Sacramento, Yolo Counties) Employment by Industry (March 2023 Benchmark)

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Civilian Labor Force ⁽¹⁾	1,099,300	1,093,500	1,105,400	1,112,100	1,129,200
Employment	1,059,200	996,600	1,034,400	1,069,700	1,080,500
Unemployment	40,100	96,900	71,000	42,400	48,600
Unemployment Rate	3.7%	8.9%	6.4%	3.8%	4.3%
Wage and Salary Employment ⁽²⁾					
Agriculture	8,700	8,300	9,000	8,600	9,100
Mining and Logging	500	500	500	500	500
Construction	69,400	70,200	74,900	77,100	74,700
Manufacturing	36,800	36,100	37,700	40,600	40,500
Wholesale Trade	28,600	26,600	26,900	28,300	28,500
Retail Trade	100,500	95,100	100,600	100,300	99,000
Transportation, Warehousing and Utilities	32,200	34,300	37,500	40,800	41,600
Information	11,900	10,200	10,100	10,500	9,900
Finance and Insurance	35,200	34,800	34,100	33,000	30,500
Real Estate and Rental and Leasing	17,300	16,900	17,700	18,800	18,400
Professional and Business Services	137,200	132,600	137,200	139,700	134,400
Educational and Health Services	166,600	164,000	168,800	175,600	188,700
Leisure and Hospitality	109,600	83,900	93,600	108,700	112,500
Other Services	35,400	31,000	33,300	36,100	38,300
Federal Government	14,200	14,800	14,500	14,400	14,500
State Government	121,900	121,700	127,300	129,800	134,400
Local Government	105,300	98,900	98,400	102,700	107,400
Total, All Industries ⁽³⁾	1,031,200	979,800	1,021,900	1,065,400	1,083,300

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

Major Employers

The following table lists the major employers within the County, in alphabetical order.

MAJOR EMPLOYERS Placer County (In Alphabetical Order) August 2025

Employer Name	Location	Industry
Backyard Bar & BBQ	Truckee	Restaurants
City of Roseville	Roseville	Alternative Fuels
City of Roseville California	Roseville	City Government-Executive Offices
Costco Wholesale	Roseville	Wholesale Clubs
Golfland Sunsplash Roseville	Roseville	Golf Courses-Miniature
Keller Williams Northeast	Roseville	Real Estate
Northstar California	Truckee	Resorts
Oracle	Rocklin	Software/Application/Platform Publishing
Palisades Tahoe At Alpine Mdws	Alpine Meadows	Skiing Centers & Resorts
Placer County Food Stamps	Auburn	County Government-Social/Human Resources
Placer County Sheriff	Auburn	Government Offices-County
Placer County Sheriff Dept	Tahoe City	Government Offices-County
Pride Industries	Roseville	Employment Agencies & Opportunities
Resort At Squaw Creek	Olympic Valley	Hotels & Motels
Roseville Toyota	Roseville	Automobile Dealers-New Cars
Save Mart Distribution Ctr	Roseville	Distribution Centers (whls)
Sheriff's Training	Auburn	Government Offices-County
Sierra Joint Cmnty Clg Dist	Rocklin	School Districts
Sutter Auburn Faith Hospital	Auburn	Hospitals
Sutter Roseville Med Ctr Fndtn	Roseville	Hospitals
Tasq Technology	Roseville	Importers (whls)
Thunder Valley Casino Resort	Lincoln	Casinos
Union Pacific Railroad Co	Roseville	Railroads
Walmart Supercenter	Rocklin	Department Stores
Walmart Supercenter	Roseville	Department Stores

Source: State of California Employment Development Department, extracted from the America's Labor Market Information System (ALMIS) Employer Database, 2025 1st Edition.

Principal Employers

The following table shows the principal employers in the City of Roseville, as shown in its Annual Comprehensive Financial Report for fiscal year ending June 30, 2024.

PRINCIPAL EMPLOYERS City of Roseville As of June 30, 2024

<u>Employer</u>	<u>Percent of Total Employment</u>
Kaiser Permanente	6.42%
Sutter Health Roseville Medical Group	5.59
City of Roseville	1.91
Adventist Health	1.78
Roseville City School District	1.37
Penumbra	1.21
Roseville Joint Union High School	1.19
Flexcare LLC	0.96
PRIDE	0.72
Hewlett-Packard	0.69

Source: City of Roseville Annual Comprehensive Financial Report for Fiscal Year 2023-24.

Construction Permits

The following table shows valuations of residential and non-residential building permits issued for calendar years 2019 through 2023.

BUILDING PERMIT VALUATION City of Roseville (Valuation in Thousands of Dollars)

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<u>Permit Valuation</u>					
New Single-family	\$265,615.3	\$322,748.5	\$467,676.3	\$420,490.6	\$384,082.0
New Multi-family	6,855.8	46,469.0	0.0	1,552.1	86,153.7
Res. Alterations/Additions	<u>16,133.8</u>	<u>5,126.3</u>	<u>39,648.3</u>	<u>5,529.1</u>	<u>26,828.8</u>
Total Residential	\$288,604.9	\$374,343.8	\$507,324.6	\$427,571.8	\$497,064.5
New Commercial	\$24,136.7	\$23,230.8	\$16,627.7	\$40,882.5	\$48,155.6
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	9,358.1	12,610.6	12,351.9	7,312.1	23,079.0
Com. Alterations/Additions	<u>46,155.6</u>	<u>24,553.9</u>	<u>29,192.0</u>	<u>42,938.9</u>	<u>36,498.8</u>
Total Nonresidential	\$79,650.40	\$60,395.3	\$58,171.6	\$91,133.5	\$107,733.40
<u>New Dwelling Units</u>					
Single-Family	1,001	1,226	1,860	1,618	1,307
Multiple Family	<u>65</u>	<u>372</u>	<u>0</u>	<u>18</u>	<u>1,547</u>
Total New Dwelling Units	1,066	1,598	1860	1,636	2,854

Source: Construction Industry Research Board, Building Permit Summary.

BUILDING PERMIT VALUATION County of Placer (Valuation in Thousands of Dollars)

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<u>Permit Valuation</u>					
New Single-family	\$693,647.7	\$827,822.1	\$1,323,114.6	\$1,193,148.4	\$1,128,885.0
New Multi-family	7,896.7	72,442.8	11,183.1	40,312.6	90,008.1
Res. Alterations/Additions	<u>86,964.2</u>	<u>52,440.8</u>	<u>107,613.1</u>	<u>82,331.3</u>	<u>123,244.1</u>
Total Residential	\$788,508.6	\$952,705.7	\$1,441,910.8	\$1,315,792.3	\$1,342,137.2
New Commercial	\$73,609.7	\$58,855.0	\$52,238.1	\$105,124.2	\$82,889.3
New Industrial	268.7	25.0	1,155.5	0.0	1,917.2
New Other	110,951.1	76,576.0	73,032.7	116,224.1	143,354.2
Com. Alterations/Additions	<u>78,159.7</u>	<u>49,149.7</u>	<u>58,371.2</u>	<u>80,371.0</u>	<u>89,283.0</u>
Total Nonresidential	\$262,989.2	\$184,605.7	\$184,797.5	\$301,719.3	\$317,443.70
<u>New Dwelling Units</u>					
Single-Family	2,080	2,552	4,176	3,701	2,959
Multiple Family	<u>71</u>	<u>540</u>	<u>66</u>	<u>351</u>	<u>1,588</u>
Total New Dwelling Units	2,151	3,092	4,242	4,052	4,547

Source: Construction Industry Research Board, Building Permit Summary.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

Total taxable transactions in the City of Roseville during the first quarter of calendar year 2025 were reported to be \$1,385,013,123, a 0.08% decrease in total taxable transactions of \$1,383,942,755 reported during the comparable quarter of calendar year 2024.

TAXABLE TRANSACTIONS City of Roseville (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2020	3,912	\$3,692,180	5,968	\$4,425,817
2021	3,623	4,800,774	5,602	5,618,718
2022	3,676	5,056,345	5,847	5,960,761
2023	3,600	4,942,709	5,725	5,837,083
2024	3,683	4,810,379	5,916	5,879,928

Source: State Department of Tax and Fee Administration.

The total taxable sales during the first quarter of calendar year 2025 in Placer County were reported to be \$3,157,188,971, a 3.29% increase in the total taxable sales of \$3,053,216,057 reported during the comparable quarter of calendar year 2023.

TAXABLE TRANSACTIONS Placer County (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2020	9,165	\$7,931,068	15,141	\$10,319,123
2021	8,130	9,635,979	13,720	12,632,960
2022	8,201	10,072,596	14,163	13,392,761
2023	7,964	9,627,338	13,787	13,037,448
2024	7,978	9,678,521	13,958	13,328,138

Source: State Department of Tax and Fee Administration.

Transportation

The County's transportation network is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the County, connecting San Francisco to New York. Highway 65 runs north from I-80 to Lincoln and Marysville. Interstate 5, which is west of the County, runs north to Seattle and south to Los Angeles. In the City, the major highways in the area are Interstate 80 and Interstate 5, and State Highways 65, 50, and 99.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in Roseville, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the County, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

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APPENDIX D
FORM OF OPINION OF BOND COUNSEL

[Closing Date]

City Council
City of Roseville
311 Vernon Street
Roseville, California 95678

OPINION: \$_____ City of Roseville Amoruso Ranch Community Facilities District
 No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2025

Members of the City Council:

We have acted as bond counsel to the City of Roseville (the "City") in connection with the issuance by the City of the \$_____ City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2025 (the "Bonds"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the "Act") and a Fiscal Agent Agreement dated as of November 1, 2025 (the "Fiscal Agent Agreement"), by and between the City, on behalf of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities), and U.S. Bank Trust Company, National Association, as fiscal agent. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into the Fiscal Agent Agreement and perform the agreements on its part contained therein, and to issue the Bonds.
2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.
3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Fiscal Agent Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in accordance with principles of equity or otherwise in appropriate cases.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or any court; rather, our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations, opinions, and covenants referenced above.

Respectfully submitted,

APPENDIX E

FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS

CONTINUING DISCLOSURE CERTIFICATE (City)

This CONTINUING DISCLOSURE CERTIFICATE (this “Disclosure Certificate”) dated as of _____, 2025, is executed and delivered by the CITY OF ROSEVILLE (the “City”) in connection with the execution and delivery of its City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2025 (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of November 1, 2025 (the “Fiscal Agent Agreement”), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “Fiscal Agent”).

The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Annual Report Date” means the date that is nine months after the end of the City’s fiscal year (currently April 1 based on the City’s fiscal year end of June 30).

“Dissemination Agent” means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2026, with the report for the 2024-25 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB a notice to such effect, in an electronic format as prescribed by the MSRB.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following:

(a) The City’s audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City’s audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information, unless otherwise specified, as of September 30 of the preceding year:

- (i) Principal amount of all outstanding bonds of Improvement Area No. 2.
 - (ii) Balance in the Improvement Fund.
 - (iii) Balance in 2025 Reserve Account of the Reserve Fund, and statement of the Reserve Requirement for the Bonds. Statement of projected draws on the 2025 Reserve Account of the Reserve Fund, if any.
 - (iv) Balance in other funds and accounts held by the City or fiscal agent related to the Bonds.
 - (v) Additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within Improvement Area No. 2.
 - (vi) The Special Tax levy, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent fiscal years.
 - (vii) Notwithstanding the September 30 reporting date, the following information shall be reported as of the last day of the month immediately preceding the date of the Annual Report rather than as of September 30. Identity of each delinquent taxpayer responsible for 5 percent or more of total Special Tax levied, and the following information: assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.
 - (viii) Most recently available total assessed value of all parcels subject to the Special Tax.
 - (ix) List of landowners and assessor's parcel number of parcels subject to 20% or more of the Special Tax levy including the following information: development status and land use classification, to the extent shown in City records as of April 30 of the preceding fiscal year and assessed value (land and improvements).
- (c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.
- (d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional fiscal agent or the change of name of a fiscal agent, if material.
- (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for the definition of "financial obligation," see clause (e)).

- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for the definition of “financial obligation,” see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier “if material” and that subparagraph (a)(6) also contains the qualifier “material” with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event’s occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically

required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF ROSEVILLE, for and on behalf of
City of Roseville Amoruso Ranch Community
Facilities District No. 1 (Public Facilities)

By: _____
Name:
Title:

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent

By: _____
Name:
Title:

CONTINUING DISCLOSURE CERTIFICATE (PROPERTY OWNER)

THIS CONTINUING DISCLOSURE CERTIFICATE (PROPERTY OWNER) (the “**Disclosure Certificate**”) dated as of _____, 2025, is executed by Brookfield Sunset LLC, a Delaware limited liability company (the “**Property Owner**”) in connection with the execution and delivery by the City of Roseville of its City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2025 (the “**Bonds**”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of November 1, 2025 (the “**Fiscal Agent Agreement**”), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent.

The Property Owner covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Property Owner for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“**Affiliate**” means any person presently directly (or indirectly through one or more intermediaries) under managerial control of the Property Owner, and about whom information could be material to potential investors in their investment decision regarding the Bonds (including without limitation information relevant to the proposed development of the Property or to the Property Owner's ability to pay the Special Taxes levied on the Property prior to delinquency). Brookfield HB is an Affiliate of the Property Owner.

“**Assumption Agreement**” means an undertaking of a Major Owner for the benefit of the holders and beneficial owners of the Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner's development and financing plans with respect to property owned by such Major Owner in Improvement Area No. 2), whereby such Major Owner agrees to provide periodic reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the Property in Improvement Area No. 2 owned by such Major Owner, at the option of the Property Owner or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11 hereof. The Property Owner has agreed to provide information on Brookfield HB and the property that Brookfield HB is developing, so any transfer of property from the Property Owner to Brookfield HB shall not require the execution of an Assumption Agreement by Brookfield HB, notwithstanding that Brookfield HB may otherwise qualify as a Major Owner.

“**Brookfield HB**” means Brookfield Sacramento HB LLC, a Delaware limited liability company.

“**Dissemination Agent**” means the Property Owner, or any successor Dissemination Agent designated in writing by the Property Owner, and which has filed with the Property Owner, the City and the Participating Underwriter a written acceptance of such designation, and which is

experienced in providing dissemination agent services such as those required under this Disclosure Certificate.

“District” means the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities).

“Improvement Area No. 2” means Improvement Area No. 2 of the District.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“Major Owner” means, as of any date of determination, a Person that, together with its Affiliates, collectively owns, or is under option, to acquire 27 or more residential lots in Improvement Area No. 2. For purposes of this Disclosure Certificate, (i) Brookfield HB shall not be considered a Major Owner regardless of the number of residential lots it owns in Improvement Area No. 2, and (ii) a foreclosing creditor and/or lender shall not be considered a Major Owner.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such in the future.

“Official Statement” means the final Official Statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” means Piper Sandler & Co., the original Underwriter of the Bonds.

“Periodic Report” means any Periodic Report provided by the Property Owner pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

“Property” means, as of the date of determination, the real property within the boundaries of Improvement Area No. 2 that is subject to the Special Tax and owned by (i) the Property Owner, (ii) Brookfield HB, (iii) any other Affiliate of the Property Owner, and (iv) the property in Improvement Area No. 2 that the Property Owner sold to a Major Owner who has not assumed the undertakings of this Disclosure Certificate under Section 6(b) and that is owned by such Major Owner.

“Report Date” means June 1 and December 1 of each year.

“Special Taxes” means the special taxes levied on the Property for Improvement Area No. 2.

Section 3. Provision of Periodic Reports.

(a) So long as Property Owner's obligations under this Disclosure Certificate have not been terminated pursuant to Section 6 below, the Property Owner shall, or, upon written direction of the Property Owner the Dissemination Agent shall, not later than the Report Date, commencing

June 1, 2026, file or cause to be filed with the MSRB a Periodic Report which is consistent with the requirements of Section 4 of this Disclosure Certificate with a copy to the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Property Owner shall provide the Periodic Report to the Dissemination Agent (if different from the Property Owner). The Property Owner shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Property Owner), the Participating Underwriter and the City to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent (if different than the Property Owner), the Participating Underwriter and the City may conclusively rely upon such certification of the Property Owner and shall have no duty or obligation to review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent (if different than the Property Owner) does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Property Owner that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Property Owner to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 6 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Property Owner does not provide, or cause the Dissemination Agent to provide, a Periodic Report to the MSRB by the Report Date as required in subsection (a) above, the Dissemination Agent shall send a notice to the MSRB to such effect, in substantially the form prescribed by the MSRB, with a copy to the City and the Participating Underwriter.

(c) The Dissemination Agent shall:

- (i) determine prior to each Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of continuing disclosure reports; and
- (ii) to the extent the Periodic Report has been furnished to it, file a report with the Property Owner (if the Dissemination Agent is other than the Property Owner), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Periodic Reports. Each Periodic Report shall contain or incorporate by reference the information set forth in Exhibit A relating to the Property, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Property Owner or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Property Owner shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit A, each Periodic Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) So long as Property Owner's obligations under this Disclosure Certificate have not been terminated pursuant to Section 6 below, the Property Owner shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Property Owner, Brookfield HB, and, if known, any bankruptcy or insolvency proceedings commenced by or against any other Affiliate of the Property Owner, that is reasonably likely to have a significant impact on the Property Owner's or Brookfield HB's ability to pay Special Taxes or to sell or develop the Property;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property on or prior to the delinquency date to the extent such failure is not promptly cured by the Property Owner or Brookfield HB upon discovery thereof;

(iii) filing of a lawsuit of which the Property Owner is aware against the Property Owner, Brookfield HB, or an other Affiliate seeking damages, which, if successful, could have a material and adverse impact on the Property Owner's or Brookfield HB's ability to pay Special Taxes prior to delinquency or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property; and

(v) any payment default or other material default by the Property Owner or Brookfield HB on any loan with respect to the construction of improvements on the Property that continues to exist beyond any applicable notice and cure periods on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Property Owner obtains knowledge of the occurrence of a Listed Event, the Property Owner shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Property Owner determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Property Owner shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with the MSRB, with a copy to the City and the Participating Underwriter.

Section 6. Duration of Reporting Obligation.

(a) All the Property Owner's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds;

(ii) at such time as the Property Owner and Brookfield HB no longer own ___ or more residential lots in Improvement Area No. 2

(iii) the date on which all of the Special Taxes attributable to the Property are prepaid in full.

The Property Owner shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Property Owner hereunder with respect to the Property conveyed to the Major Owner may be assumed by such Major Owner, and the Property Owner's obligations hereunder with respect to the Property conveyed will be terminated. In order to effect such assumption, such Major Owner shall enter into an Assumption Agreement in form and substance equivalent to this Disclosure Certificate or as otherwise satisfactory to the City and the Participating Underwriter. However, a Major Owner shall not be required to enter into an Assumption Agreement if such Major Owner is already a party to a continuing disclosure certificate in form and substance similar to this Disclosure Certificate with respect to the Bonds, and under which the Property conveyed to such Major Owner will become subject to future Periodic Reports. If a Major Owner required by this Section 6(b) to enter into an Assumption Agreement does not enter into an Assumption Agreement, then the Property Owner shall continue reporting on the Property conveyed to the Major Owner so long as it is owned by such Major Owner or until an Assumption Agreement is executed or until the Property Owner's obligations may be terminated in accordance with Section 6(a). The Property Owner has agreed to provide information on Brookfield HB and the property that Brookfield HB is developing, so any transfer of property from the Property Owner to Brookfield HB shall not require the execution of an Assumption Agreement by Brookfield HB, notwithstanding that Brookfield HB may otherwise qualify as a Major Owner.

Section 7. Dissemination Agent. The Property Owner may, from time to time, appoint or engage a Dissemination Agent to assist the Property Owner in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty days' written notice to the City, the Property Owner and the Participating Underwriter.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Property Owner may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Property Owner with respect to the Bonds, or type of business conducted; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement, with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Property Owner from disseminating any other information, using the means of

dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Property Owner chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Property Owner shall have no obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Property Owner to comply with any provision of this Disclosure Certificate, the City, the Participating Underwriter, and any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Property Owner to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole and exclusive remedy under this Disclosure Certificate in the event of any failure of the Property Owner to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Property Owner agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each, an “**Indemnified Party**”), harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys’ fees) of defending against any claim of liability, but excluding (i) losses, liabilities, costs and expenses due to an Indemnified Party’s negligence or willful misconduct or failure to perform its duties hereunder and (ii) losses, expenses and liabilities due to the failure of the City to pay the fees and expenses of the Dissemination Agent. The Dissemination Agent (if other than the Property Owner) shall be paid compensation for its services provided hereunder from Special Taxes levied for administration of the CFD in accordance with the Dissemination Agent’s schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Property Owner, the Bond owners, or any other party. The obligations of the Property Owner under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds, but shall be assumed by a Major Owner from and after the date of such assumption when property is sold to a Major Owner and such Major Owner enters into an Assumption Agreement.

Section 12. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given by electronic, regular, or overnight mail as follows:

To the Property Owner:	Brookfield Sunset LLC 12657 Alcosta Blvd, Ste 250 San Ramon, CA 94583 Attn: Gonzalo Rodriguez Email: Gonzalo.Rodriguez@brookfieldrp.com Email: Charlotte.Kyle@brookfieldrp.com
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To the City:	City of Roseville
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Attn: CFD Administrator
311 Vernon Street
Roseville, CA 95678
Email: dkauffman@roseville.ca.us
Email: jthrash@roseville.ca.us

To the Participating
Underwriter:

Piper Sandler & Co.
Attn: Managing Director
3626 Fair Oaks Blvd., Suite 100
Sacramento, CA 95864
Email: dennis.mdquire@psc.com
Email: renee.vancho@psc.com

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Property Owner (its successors and assigns), the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. All obligations of the Property Owner hereunder shall be assumed by any legal successor to the obligations of the Property Owner as a result of a sale, merger, consolidation or other reorganization.

IN WITNESS WHEREOF, the Property Owner has executed this Disclosure Certificate as of the date first above written.

**Brookfield Sunset LLC,
a Delaware limited liability company**

By: _____
Name: _____
Title: _____

EXHIBIT A

PERIODIC REPORT

[JUNE 1, ____ / DECEMBER 1, ____]

\$ _____

**CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2025**

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (Property Owner) (the “**Disclosure Certificate**”) dated _____, 2025, executed by the undersigned (the “**Property Owner**”) in connection with the issuance of the above-captioned bonds by the City of Roseville (the “**City**”) with respect to its City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (the “**District**”).

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 60 days before the due date of this Periodic Report).

A. Description of the Property in Improvement Area No. 2, in substance and form similar to such information in the Official Statement for the Bonds under the headings “THE MASTER DEVELOPER” and “MERCHANT BUILDER INFORMATION”:

B. Updated information regarding land development and home construction activities with respect to the Property described in the Official Statement for the Bonds under the headings “THE MASTER DEVELOPER” and “MERCHANT BUILDER INFORMATION” or the Periodic Report last filed in accordance with the Disclosure Certificate:

C. Status of building permits and any material changes to the description of land use or development entitlements for the Property described in the Official Statement for the Bonds under the headings “THE MASTER DEVELOPER” and “MERCHANT BUILDER INFORMATION” or the Periodic Report last filed in accordance with the Disclosure Certificate:

D. Status of any land purchase contracts with regard to the Property, including sales of land in Improvement Area No. 2 to other property owners (other than individual homeowners).

II. Legal and Financial Status of Property Owner

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any material change in the legal structure of the Property Owner or the financial condition and financing plan of the Property Owner or Brookfield HB that would materially and adversely interfere with its ability to complete the development plan with respect to the Property described in the Official Statement. To the extent that the ownership of the Property Owner has changed, describe all material terms of the new ownership structure.

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan for the Property described in the Official Statement or in a previous Periodic Report.

IV. Official Statement Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Property Owner or the Property contained in the Official Statement under the headings "THE MASTER DEVELOPER" and "MERCHANT BUILDER INFORMATION" that would materially and adversely interfere with the Property Owner's or Brookfield HB's ability to develop and sell the Property as described in the Official Statement.

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, with respect to the Property, the Property Owner, and Brookfield HB as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Certification

On behalf of the Property Owner, the undersigned officer or authorized representative, based on actual knowledge after reasonable inquiry of employees of Property Owner and its affiliates, hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Property Owner under the Disclosure Certificate.

ANY OTHER STATEMENTS REGARDING THE PROPERTY OWNER, THE DEVELOPMENT OF THE PROPERTY, THE PROPERTY OWNER'S FINANCING PLAN OR FINANCIAL CONDITION, BROOKFIELD HB'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE PROPERTY OWNER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE PROPERTY OWNER. THE PROPERTY OWNER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE PROPERTY OWNER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated: _____

By: _____

APPENDIX F

SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

APPENDIX G

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the 2025 Bonds, payment of principal, interest and other payments on the 2025 Bonds (herein, the “Securities”) to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the “Issuer”) nor the fiscal agent appointed with respect to the Securities (the “Agent”) takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Direct Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Direct Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company (“DTC”) will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer and Agent believe to be reliable, but neither Issuer nor Agent takes no responsibility for the accuracy thereof.

FISCAL AGENT AGREEMENT

by and between

CITY OF ROSEVILLE

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent**

Dated as of November 1, 2025

Relating to:

**\$ _____
Improvement Area No. 2 of
City of Roseville
Amoruso Ranch Community Facilities District No. 1 (Public Facilities)
Special Tax Bonds
Series 2025**

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FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is made and entered into as of November 1, 2025, by and between the City of Roseville, a charter city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City"), for and on behalf of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (the "District"), and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the City Council of the City has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act") and Resolution No. 23-292 of the City Council adopted on June 21, 2023, to form the District and City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (Future Annexation Area) (the "Future Annexation Area"), to designate Improvement Area No. 1 of City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) ("Improvement Area No. 1"), to authorize the levy of special taxes upon the land within Improvement Area No. 1, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, the City Council, as legislative body of the District, authorized the incurrence of bonded indebtedness for the District, including the Future Annexation Area, in the maximum aggregate principal amount of \$594,000,000, initially allocated as follows: (i) for Improvement Area No. 1, \$124,000,000 and (ii) for the portion of the Future Annexation Area, an amount not to exceed \$470,000,000; and

WHEREAS, this Council has also authorized land to be annexed to the District from the Future Annexation Area by unanimous approval of the owner(s) requesting such annexation, and such land has been annexed and designated as Improvement Area No. 2 of City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) ("Improvement Area No. 2") and bonded indebtedness for Improvement Area No. 2 was authorized in the amount not to exceed \$30,000,000 (the "Authorization"), and the City now desires to issue the first series of special tax bonds under the Authorization; and

WHEREAS, the City Council, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, under the provisions of the Act, on _____, 2025, the City Council of the City adopted its Resolution No. 25-____ (the "Resolution"), which resolution, among other matters, authorized the issuance of the Improvement Area No. 2 of City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2025 to provide moneys for the construction and acquisition of improvements for the District, and provided that said issuance would be in accordance with the Act and this Agreement and authorized the execution hereof; and

WHEREAS, it is in the public interest and for the benefit of the City, the District, the persons responsible for the payment of special taxes and the Owners of the Bonds (as defined herein) that the City enter into this Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds and any additional bonds authorized to be issued hereunder and the administration and payment of the Bonds; and

WHEREAS, the City has determined that all things necessary to cause the Bonds, when authenticated by the City for the District and issued as in the Act, the Resolution and this Agreement provided to be legal, valid and binding and special obligations of the City for the District in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. The Fiscal Agent may become the Owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Acquisition Agreement" means the Funding, Construction and Acquisition Agreement dated as of September 1, 2024 by and between the City and the Developer.

"Additional Bonds" means any series of bonds issued on a parity with the 2025 Bonds pursuant to Section 5.17.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including, but not limited to, any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general funds pursuant to Section 6.02, and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the issuance and administration of the Bonds and/or the discharge of their respective duties hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States) and, in the case of the City, in any way related to the administration of the District. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid, and any advances of funds by the City under Section 6.02 hereof.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement.

"Annual Debt Service" means, for each Bond Year and each series of Outstanding Bonds, the sum of (i) the interest due on the respective series of Outstanding Bonds in such Bond Year, assuming that such Outstanding Bonds are retired as scheduled, and (ii) the

principal amount of the respective series of Outstanding Bonds, including any mandatory sinking fund payments, due in such Bond Year.

“Authorized Officer” means the City Manager, Assistant City Manager, Chief Financial Officer, City Attorney or any other officer or employee authorized by the City Council of the City or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

“Bond Counsel” means (i) Jones Hall, A Professional Law Corporation or (ii) any other attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Fund” means the fund by that name established pursuant to Section 4.02(A) hereof.

“Bond Year” means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on September 1, 2026.

“Bonds” means the 2025 Bonds and any Additional Bonds.

“Business Day” means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

“CDIAC” means the California Debt and Investment Advisory Commission of the office of the California State Treasurer or any successor agency or bureau thereto.

“Certificate of the Special Tax Consultant” means a written certificate signed by the special tax consultant or special tax administrator to the City with respect to the Bonds.

“Chief Financial Officer” means the duly acting Chief Financial Officer of the City, or if the City has no Chief Financial Officer, the Finance Director, Treasurer or other officer of the City serving a similar role.

“City” means the City of Roseville, California, and any successor thereto.

“Closing Date” means _____, 2025, the date upon which there is a physical delivery of the 2025 Bonds in exchange for the amount representing the purchase price of the 2025 Bonds by the Original Purchaser.

“Code” means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate, dated as of the Closing Date, executed by the City and Willdan Financial Services, in its capacity as

Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Cost of Issuance” means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent, including its first annual administration fee, and expenses and fees of counsel to the Fiscal Agent, expenses incurred by the City in connection with the issuance of the Bonds, financial advisor fees, Bond (underwriter’s) discount or underwriting fee, legal fees and charges, including bond counsel, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

“Costs of Issuance Fund” means the fund by that name established pursuant to Section 3.05(A) hereof.

“DTC” means the Depository Trust Company, and its successors and assigns.

“Debt Service” means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

“Depository” means (i) initially, DTC, and (ii) any other Securities Depository acting as Depository pursuant to Section 2.12.

“District” means the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) formed pursuant to the Resolution of Formation.

“Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California, but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

“Federal Securities” means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as “stripped” obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation certificates issued by the General Services Administration, (d) mortgage-backed bonds or passthrough obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

“Fiscal Agent” means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

“Fiscal Year” means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

“Improvement Area No. 2” means the annexed area designated as Improvement Area No. 2 of the District pursuant to the Resolution of Formation and the unanimous approval of the owner(s) requesting such annexation.

“Improvement Fund” means the fund by that name established pursuant to Section 3.04(A).

“Information Services” means “EMMA” or the “Electronic Municipal Market Access” system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer’s Certificate delivered to the Fiscal Agent.

“Interest Payment Dates” means March 1 and September 1 of each year, commencing March 1, 2026.

“Maximum Annual Debt Service” means, for each series of Outstanding Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of the respective series of Outstanding Bonds.

“Officer’s Certificate” means a written certificate of the City signed by an Authorized Officer of the City.

“Ordinance” means any ordinance of the City levying the Special Taxes.

“Original Purchaser” means, with respect to each series of Bonds, the first purchaser of such Bonds from the City.

“Other Mello-Roos Bonds” has the meaning given that term in Section 5.17.

“Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City pursuant to the Agreement or any Supplemental Agreement.

“Owner” or *“Bondowner”* means any person who shall be the registered owner of any Outstanding Bond.

“Participating Underwriter” shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

“Permitted Investments” means any of the following, to the extent that they are lawful investments for City funds at the time of investment, and are acquired at Fair Market Value (the Fiscal Agent is entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Federal Securities;

(ii) any of following obligations of federal agencies not guaranteed by the United States of America: (a) debentures issued by the Federal Housing Administration; (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation or Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks or Banks for Cooperatives); (c) bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, bonds of any federal home loan bank established under said act and stocks, bonds, debentures, participations and other obligations of or issued by the Federal National Mortgage Association, the Student Loan Marketing Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation; and (d) bonds, notes or other obligations issued or assumed by the International Bank for Reconstruction and Development;

(iii) interest-bearing demand or time deposits (including certificates of deposit) in federal or State of California chartered banks (including the Fiscal Agent and its affiliates), provided that (a) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be rated in one of the top two rating categories by a nationally recognized rating service, and (b) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank (or the unsecured obligations of the parent bank holding company of which such bank is the lead bank) shall be rated in one of the top two rating categories by a nationally recognized rating service;

(iv) repurchase agreements with a registered broker/dealer subject to the Securities Investors Protection Corporation Liquidation in the event of insolvency, or any commercial bank provided that: (a) the unsecured obligations of such bank shall

be rated in one of the top two rating categories by a nationally recognized rating service, or such bank shall be the lead bank of a banking holding company whose unsecured obligations are rated in one of the top two rating categories by a nationally recognized rating service; (b) the most recent reported combined capital, surplus and undivided profits of such bank shall be not less than \$100 million; (c) the repurchase obligation under any such repurchase obligation shall be required to be performed in not more than thirty (30) days; (d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures described by 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers' acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in the one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or Moody's Investor Service, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(viii) units of a taxable government money market portfolio comprised solely of obligations listed in (i) and (iv) above, such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(ix) any investment which is a legal investment for proceeds of the Bonds at the time of the execution of such agreement, and which investment is made pursuant to an agreement between the City or the Fiscal Agent or any successor Fiscal Agent and a financial institution or governmental body whose long term debt obligations are rated in one of the top two rating categories by a nationally recognized rating service;

(x) commercial paper which at the time of purchase is of “prime” quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody’s Investors Service, or Standard and Poor’s Corporation, of issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000) and having an “AA” or higher rating for the issuer’s debentures, other than commercial paper, as provided for by Moody’s Investors Service or Standard and Poor’s Corporation, and provided that purchases of eligible commercial paper may not exceed 180 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation;

(xi) any general obligation of a bank or insurance company whose long term debt obligations are rated in one of the two highest rating categories of a national rating service;

(xii) shares in a common law trust established pursuant to Title 1, Division 7, Charter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(xiii) shares in the California Asset Management Program; or

(xiii) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however*, that the Fiscal Agent shall be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement.

(xiv) any other lawful investment for City funds.

“Prepayment” means moneys received by the City from the prepayment of Special Taxes as provided in the Rate and Method.

“Prepayment Account” means the account within the Bond Fund by that name established pursuant to Section 4.02(A).

“Principal Office” means the corporate trust office of the Fiscal Agent set forth in Section 9.06, or such other or additional offices as may be designated by the Fiscal Agent.

“Project” means the acquisition and/or construction of the authorized facilities for the District described in the Resolution of Formation, including Administrative Expenses related thereto.

“Qualified Reserve Fund Credit Instrument” means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (i) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody’s at the time of issuance; (ii) such letter of credit or surety bond has a term of at least 12 months; (iii) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (iv) the Fiscal Agent is authorized pursuant to the terms of such letter of

credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

“Rate and Method” means the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2, as initially approved and as may be amended.

“Record Date” means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a Business Day.

“Regulations” means temporary and permanent regulations promulgated under the Code.

“Reserve Fund” means the fund by that name established pursuant to Section 4.03(A).

“Reserve Requirement” means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

(a) the Reserve Requirement for the 2025 Bonds shall not increase after the date of issuance of the 2025 Bonds;

(b) in no event shall the City be obligated to deposit an amount in any reserve fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and

(c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument in accordance with Section 4.03(A).

“Resolution” means Resolution No. 25-_____ adopted by the City Council of the City on _____, 2025, which resolution, among other matters, authorized the issuance of the Bonds.

“Resolution of Formation” means Resolution No. 23-292 adopted by the City Council of the City on June 21, 2023, establishing the District.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in an Officer’s Certificate delivered to the Fiscal Agent.

“Special Tax Fund” means the fund by that name established by Section 3.03(A) hereof.

“Special Tax Revenues” means the proceeds of the Special Taxes annually received by the City, including all scheduled payments, prepayments and delinquent payments thereof,

interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the Administrative Expenses and excluding any penalties collected in connection with any such foreclosure.

“Special Taxes” means the “Facilities Special Tax” (as defined in the Rate and Method) levied within the District pursuant to the Act, the Ordinance, and this Agreement. For clarity, the “Maintenance Special Tax” (as defined in the Rate and Method) is not included in this definition of “Special Taxes” and does not constitute security for the repayment of the Bonds.

“Supplemental Agreement” means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

“Term 2025 Bonds” means the 2025 Bonds maturing on September 1, _____, _____, and September 1, _____.

“2025 Bonds” means the Improvement Area No. 2 of City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2025.

“2025 Reserve Account” means the account within the Reserve Fund by that name established pursuant to Section 4.03(A).

ARTICLE II

THE 2025 BONDS

Section 2.01. Principal Amount; Designation. The 2025 Bonds in the aggregate principal amount of \$_____ are hereby authorized to be issued by the City for the District under and subject to the terms of the Resolution and this Agreement, the Act and other applicable laws of the State of California. The 2025 Bonds shall be designated the "Improvement Area No. 2 of City of Roseville Amoroso Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2025."

Section 2.02. Terms of the 2025 Bonds.

(A) Form; Denominations. The 2025 Bonds shall be issued as fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof. The 2025 Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(B) Date of the 2025 Bonds. The 2025 Bonds shall be dated the Closing Date.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2025 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2025 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2025 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities. The 2025 Bonds shall be issued as serial bonds and term bonds, and shall mature and become payable as follows:

Maturity Date
(September 1)

Principal
Amount

Interest
Rate

(E) Interest. The 2025 Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each 2025 Bond shall bear interest

from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a 2025 Bond, interest is in default thereon, such 2025 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Interest on the 2025 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on the Interest Payment Dates by first class mail to the Owner thereof at such Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date of any Owner of \$1,000,000 or more in aggregate principal amount of 2025 Bonds; provided that so long as any 2025 Bonds are in book-entry form, payments with respect to such 2025 Bonds shall be made by wire transfer or such other method acceptable to the Fiscal Agent to the Depository. The principal of the 2025 Bonds and any premium on the 2025 Bonds are payable in lawful money of the United States of America upon surrender of the 2025 Bonds at the Principal Office of the Fiscal Agent. All 2025 Bonds paid by the Fiscal Agent pursuant to this Section shall be cancelled by the Fiscal Agent. The Fiscal Agent shall dispose of the cancelled 2025 Bonds and issue a certificate of disposal thereof to the City at the written request of the City.

Section 2.03. Redemption.

(A) Redemption Dates.

(i) Optional Redemption. The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, _____ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, _____ through August 31, _____	103%
September 1, _____ through August 31, _____	102
September 1, _____ through August 31, _____	101
September 1, _____ and any date thereafter	100

(ii) Mandatory Redemption From Prepayments. The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through and including March 1, _____	103%
September 1, _____ and March 1, _____	102
September 1, _____ and March 1, _____	101
September 1, _____ and any Interest Payment Date thereafter	100

Prepayments and amounts released from the Reserve Fund in connection with Prepayments will be allocated to the redemption of the 2025 Bonds and any Additional Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of the 2025 Bonds and any Additional Bonds and shall be applied to redeem 2025 Bonds and Additional Bonds as nearly as practicable on a pro rata basis among maturities in increments of \$5,000; provided, however, that, for Prepayments of less than \$50,000, the City may specify in an Officer's Certificate that Prepayments be applied to one or more maturities of the 2025 Bonds or Additional Bonds so long as there is delivered to the Fiscal Agent a Certificate of the Special Tax Consultant that, following such redemption from Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year is not less than 110% of Maximum Annual Debt Service in the Bond Year that begins with the corresponding Fiscal Year.

(iii) Mandatory Sinking Fund Redemption. The Bonds maturing on September 1, _____, September 1, _____, and September 1, _____ (the "Term Bonds") are subject to mandatory sinking payment redemption in part on September 1, _____, September 1, _____, and September 1, _____ respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, _____

Mandatory Redemption Date <u>(September 1)</u>	Sinking Fund <u>Payment</u>
--	--------------------------------

(maturity)

Term Bonds Maturing September 1, _____

Mandatory Redemption Date <u>(September 1)</u>	Sinking Fund <u>Payment</u>
--	--------------------------------

(maturity)

Term Bonds Maturing September 1, _____

Mandatory
Redemption Date
(September 1)

Sinking Fund
Payment

(maturity)

The amounts in the foregoing tables shall be reduced pro rata, at the direction of the City in an Officer's Certificate, as a result of any prior partial optional or mandatory redemption of the Term 2025 Bonds pursuant to Section 2.03(A)(i) or (ii) above. In the event of a redemption pursuant to Section 2.03(A)(i) or (ii), the City shall provide the Fiscal Agent with a revised sinking fund schedule giving effect to the redemption so completed.

In lieu of redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2025 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2025 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2025 Bonds pursuant to Section 2.03(A)(i) and (ii) not less than 60 days prior to the applicable redemption date.

(C) Redemption Procedure by Fiscal Agent; Rescission. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2025 Bonds designated for redemption, at their addresses appearing on the 2025 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2025 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2025 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2025 Bond numbers of the 2025 Bonds to be redeemed by giving the individual CUSIP number and 2025 Bond number of each 2025 Bond to be redeemed or shall state that all 2025 Bonds between two stated 2025 Bond numbers, both inclusive, are to be redeemed or that all of the 2025 Bonds of one or more maturities have been called for redemption, shall state as to any 2025 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2025 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2025 Bonds will not accrue from and after the redemption date.

Upon the payment of the redemption price of 2025 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the

CUSIP number identifying, by issue and maturity, of the 2025 Bonds being redeemed with the proceeds of such check or other transfer.

The City has the right to rescind any notice of the redemption of 2025 Bonds under Section 2.03(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2025 Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Whenever provision is made in this Agreement for the redemption of less than all of the 2025 Bonds of any maturity, the Fiscal Agent shall select the 2025 Bonds to be redeemed, from all 2025 Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of 2025 Bonds redeemed in part only, the City shall execute, and the Fiscal Agent shall authenticate and deliver, to the Owner, at the expense of the City, a new 2025 Bond or 2025 Bonds, of the same series and maturity, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the 2025 Bond or 2025 Bonds.

(D) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2025 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2025 Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All 2025 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent dispose of the cancelled 2025 Bonds in accordance with the then-customary procedures and issue a certificate of disposal thereof to the City at the City's written request.

Section 2.04. Form of Bonds. The 2025 Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City may be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed manually or electronically and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity.

No transfers of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Prior to any transfer of the Bonds outside the book entry-system (including, but not limited to, the initial transfer outside the book-entry system), the transferor shall also provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Fiscal Agent shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information or any liability resulting from its reliance on such information.

The Fiscal Agent shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Agreement or under applicable law with respect to any transfer of any interest in any Bond (including any transfers between or among DTC Participants or Beneficial Owners of interests in any Bond) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Agreement, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office, sufficient books for the registration and transfer of the Bonds (the "Bond Register"), which books shall show the series number, date, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and disposed of by the Fiscal Agent in accordance with its then-customary procedures, who shall deliver a certificate of disposal thereof to the City at the City's written request. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the Fiscal Agent and the City satisfactory to the Fiscal Agent and the City shall be given, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City or Fiscal Agent, as applicable, may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the fees and expenses which may be incurred by the City or the Fiscal Agent, as applicable, for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement

Section 2.11. Limited Obligation. All obligations of the City under this Agreement and the Bonds shall be special obligations of the City, payable solely from the Special Tax Revenues and the funds pledged therefore hereunder. Neither the full faith and credit nor the

taxing power of the City (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Book-Entry Only System. DTC shall act as the initial Depository for the Bonds. One Bond for each maturity of the Bonds shall be initially executed, authenticated, and delivered as set forth herein as a separate fully registered certificate (in printed or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the Bonds shall be registered in the Bond Register kept by the Fiscal Agent for the Bonds in the name of Cede & Co, as nominee of DTC or such nominee as DTC shall appoint in writing.

The Authorized Officers and the Fiscal Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Agreement to qualify the Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Bond Register in the name of Cede & Co, as nominee of DTC, the Fiscal Agent shall not have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, the Fiscal Agent shall not have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co, or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption or mandatory tender, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the City elects to redeem the Bonds in part, (iv) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds.

The Fiscal Agent may treat as and deem DTC to be the absolute Owner of each Bond for which DTC is acting as Depository for the purpose of payment of the principal of and interest on such Bonds, for the purpose of giving notices of prepayment and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Fiscal Agent shall pay all principal of and interest on the Bonds only to the Owners as shown on the registration books, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Bonds to the extent of the sums or sums so paid.

No person other than an Owner, as shown on the Bond Register, shall receive a physical Bond. Upon delivery by DTC to the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.06 hereof, references to "Cede & Co." in this Section 2.12 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Fiscal Agent and the City during any time that the Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of DTC with respect to the Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the Bonds or that

continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners, and the City shall promptly mail notice of such termination to the Fiscal Agent.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing and able to undertake such functions upon reasonable or customary terms, or if the City determines that it is in the best interest of the Beneficial Owners of the Bonds that they be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the Bond Register of the Fiscal Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.06.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Bonds will be delivered to such Beneficial Owners as soon as practicable.

Section 2.13. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section 2.13 shall in any way prohibit the prepayment or redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03 hereof.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Agreement, the City may issue the Bonds for the District in the aggregate principal amount set forth in Section 2.01 (with respect to the 2025 Bonds) or as authorized in any Supplemental Agreement (with respect to any Additional Bonds) and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance of the Bonds from the proceeds of the Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2025 Bonds. The proceeds of the purchase of the 2025 Bonds by the Original Purchaser in the amount of \$_____, which is the principal amount thereof (\$_____ plus original issue premium of \$_____ and less Underwriter's discount of \$_____, shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

- (i) Deposit in the Improvement Fund \$_____;
- (ii) Deposit in the 2025 Reserve Account of the Reserve Fund \$_____;
- (iii) Deposit in the Costs of Issuance Fund \$_____.

Section 3.03. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established as a separate fund to be held by the Chief Financial Officer, Amoruso Ranch Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Special Tax Fund, to the credit of which the City shall deposit, immediately upon receipt, all Special Tax Revenues received by the City (other than as a result of Prepayments) and any amounts required by Section 3.05(B) to be deposited in the Special Tax Fund, and within such fund, a Surplus Account, to the credit of which the City shall deposit surplus Special Tax Revenues described in Section 3.03(B) below. Moneys in the Special Tax Fund shall be held in trust by the City for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. As soon as practicable after the receipt by the City of any Special Tax Revenues, other than as a result of Prepayments, or the transfer of amounts to the Special Tax Fund pursuant to the terms hereof, but no later than 10 Business Days after such receipt or transfer, the Chief Financial Officer shall withdraw from the Special Tax Fund and transfer to the Fiscal Agent for deposit: (i) in the Bond Fund, an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds during the then-current Bond Year; (ii) in the Reserve Fund, an amount, taking into account amounts then on deposit in each reserve account within the Reserve Fund, so that the amount in the reserve accounts of the Reserve Fund equals the Reserve Requirement with respect to each series of

Bonds. After the transfers under subsections (i) and (ii) have been made, the City may, on or after September 2nd of each year transfer to the Surplus Account the amount remaining in the Special Tax Fund, whereupon such moneys transferred shall be free of the pledge for payment of the Bonds.

From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay Administrative Costs, costs of the Project or incidental expenses of the District authorized under the Act. Moneys in the Surplus Account may, at the City's discretion, also be used to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund to the amount of the Reserve Requirement.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 3.04. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, Amoruso Ranch Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Improvement Fund, to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Improvement Fund shall be held in trust and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of costs of the Project. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. Prior to disbursement, amounts on deposit in the Improvement Fund shall be subject to a lien in favor of the Owners of the Bonds.

(B) Procedure for Disbursement. Disbursements from the Improvement Fund shall be made by the Fiscal Agent upon receipt of an Officer's Certificate substantially in the form of Exhibit B attached hereto which shall:

- (i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, the person to which the disbursement is to be paid and state that such disbursement is for a Project cost; and
- (ii) certify that no portion of the amount then being requested to be disbursed was set forth in any Officers Certificate previously filed requesting disbursement.

Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

(C) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(D) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund and the accounts established thereunder has been completed and that all costs of such portion of the Project and all

Administrative Expenses of the District have been paid, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed.

Section 3.05. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, Amoroso Ranch Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Costs of Issuance Fund (the "Costs of Issuance Fund"), to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance of the 2025 Bonds.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by an Authorized Officer or a designee thereof and delivered to the Fiscal Agent. The Fiscal Agent shall pay all Costs of Issuance of the Bonds upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date of the Bonds. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 6 months, from the Closing Date of the Bonds and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Bond Fund for payment of debt service on the 2025 Bonds. Thereafter, every invoice received by the Fiscal Agent shall be submitted to the Chief Financial Officer for payment from amounts on deposit in the Special Tax Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV

SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues and Other Amounts. All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Improvement Fund and the Special Tax Fund are hereby pledged to secure the repayment of the Bonds. In addition, the 2025 Bonds shall be secured by a pledge and lien on the 2025 Reserve Account of the Reserve Fund, and each Series of Additional Bonds shall be secured by a separate reserve account established within the Reserve Fund as set forth in a Supplemental Agreement. Such pledge shall constitute a first lien on the Special Tax Revenues and said amounts. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated in their entirety to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

Amounts in the Costs of Issuance Fund for any series of Bonds are not pledged to the repayment of the Bonds. The facilities acquired with the proceeds of the Bonds are not in any way pledged to pay the Debt Service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any facilities financed with the proceeds of the Bonds are not pledged to pay the Debt Service on the Bonds and are free and clear of any lien or obligation imposed hereunder.

Section 4.02. Bond Fund.

(A) Establishment of Bond Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, Amoruso Ranch Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Bond Fund (the "Bond Fund") to the credit of which deposits shall be made as required by Section 3.03(B), Section 4.03 and any other amounts required to be deposited therein by this Agreement or the Act. Moneys in the Bond Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Within the Bond Fund there is hereby established the Prepayment Account, which shall be used exclusively for the administration of any prepayments of Special Taxes to assure the timely redemption of Bonds. Monies in the Prepayment Account shall be used to redeem Bonds on the redemption date specified in the notice to the Fiscal Agent given pursuant to Section 2.03(A)(ii). In the event all of the Special Taxes are prepaid in full, the Prepayment Account shall be closed.

(B) Disbursements. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds, including any amounts due on the Bonds by reason of the sinking payments set forth in Section 2.03(A)(iii) or any redemption of the Bonds under Section 2.03(A)(i).

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on any series of Bonds, the Fiscal Agent shall withdraw from the respective reserve account within the Reserve Fund established for such series of Bonds to the extent of any funds therein, the amount of such insufficiency, and the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amounts so withdrawn from the Reserve Fund. Amounts so withdrawn from the Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, and then to payment of principal due on the Bonds by reason of sinking payments. Any sinking payment not made as scheduled shall be added to the sinking payment to be made on the next sinking payment date.

(C) Investment. Moneys in the Bond Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Bond Fund to be used for the purposes of such fund.

(D) Deficiency. If 10 days before any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner, the Fiscal Agent shall report to the Chief Financial Officer such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

If on any Interest Payment Date the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds the Fiscal Agent shall notify the Chief Financial Officer in writing of such fact, and the Chief Financial Officer shall notify CDIAC of such fact within 10 days of such Interest Payment Date. The Fiscal Agent has no obligation under this Agreement to provide notice or disclosure to the Bondowners of insufficient funds or anticipation of deficiency in the Bond Fund.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, Amoruso Ranch Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Reserve Fund (the "Reserve Fund"), and within the Reserve Fund shall be established a "2025 Reserve Account," to the credit of which a deposit shall be made as required by Section 3.02 and deposits shall be made as provided in Section 3.03(B). For each series of Additional Bonds, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for such series and moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from

the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

(B) Use of Fund. Except as otherwise provided in this Section, all amounts deposited in a reserve account of the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency within five days prior to any Interest Payment Date in the Bond Fund of the amount required for payment of the principal of, and interest on, the respective series of Bonds on such Interest Payment Date. Whenever transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent shall provide written notice thereof to the Chief Financial Officer.

(C) Transfer of Excess of Reserve Requirement. Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account (it being understood the City calculates the Reserve Requirement in accordance with the definition thereof), the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to Section 4.03(D) and 6.02 below, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with Section 4.02; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds as provided in an Officer's Certificate in accordance with Section 2.03(B), such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

(D) Transfer for Rebate Purposes. Investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the federal government to comply with Section 6.02.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in a reserve account of the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds covered by such reserve account, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and after making any transfer required under Section 4.03(D) above and upon receipt of an Officer's Certificate directing it to do so, the Fiscal Agent shall transfer the amount in the applicable reserve account of the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date to the payment and redemption, in accordance with Section 4.02 or 2.03 as applicable, of all such Outstanding Bonds. In the event that the amount so transferred to the

Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds covered by the applicable reserve account, the balance in such reserve account shall be transferred to the City, after payment of any amounts due the Fiscal Agent hereunder, to be used for any lawful purpose of the City.

Notwithstanding the foregoing, no amounts shall be transferred from a reserve account of the Reserve Fund pursuant to this Section 4.03(E) until after the calculation, pursuant to Section 6.02, of any amounts due to the federal government following payment of the respective series of Bonds and withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government, and payment of any fees and expenses due to the Fiscal Agent.

(F) Investment. Moneys in each reserve account of the Reserve Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the applicable reserve account of the Reserve Fund to be used and disbursed as provided in this Section 4.03.

ARTICLE V

OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Limited Obligation. The Bonds are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in certain funds created hereunder as, and to the extent, set forth in Section 4.01.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement.

Section 5.05. Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund and to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the Reserve Fund, the Improvement Fund and the Costs of Issuance Fund. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the City and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent may establish and maintain for so long as is necessary one or more temporary funds and accounts under this Agreement.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their

rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Compliance with Law; Completion of Project. The City will comply with all applicable provisions of the Act and the law in completing the acquisition and construction of the Project; provided that the City shall have no obligation to advance any funds to complete the Project in excess of the amounts available therefor in the Improvement Fund.

Section 5.08. Private Activity Bond Limitation. The City shall assure that the proceeds of the 2025 Bonds are not so used as to cause the 2025 Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Section 5.09. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the 2025 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 5.10. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

On or within five (5) Business Days of each June 1, the Fiscal Agent shall provide the Chief Financial Officer with a notice stating the amount then on deposit in the Bond Fund and the reserve accounts of the Reserve Fund. The receipt of such notice by the Chief Financial Officer shall in no way affect the obligations of the Chief Financial Officer under the following two paragraphs. Upon receipt of such notice, the Chief Financial Officer shall ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which the County Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the Chief Financial Officer, such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing Bond Year, including any necessary replenishment or expenditure of amounts in the Reserve Fund and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Rate and Method and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be

collected in such other manner as the City shall prescribe if necessary to pay the debt service on the Bonds.

Section 5.11. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.12. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the gross proceeds of the Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and Regulations.

Section 5.13. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Section 5.14. Annual State Reports. The following requirements shall apply to the Bonds:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the City shall prepare and supply the California Debt and Investment Advisory Commission ("CDIAC"), by mail, postage prepaid, with the information required under Section 53359.5(b) of the Act. Not later than January 1 of the year following issuance of the Bonds, and at least once a year thereafter, the Chief Financial Officer shall file a report with the City Council in accordance with the requirements of Government Code Section 53411, which report shall contain: (a) the amount of Special Taxes collected and expended; and (b) if applicable, the status of the Project financed by the District. In addition, no later than seven months after the end of the City's fiscal year, the City shall prepare and supply to CDIAC the information required by Section 8855(k) of the Government Code. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal and interest on the Bonds, the Fiscal Agent shall notify the Chief Financial Officer of such failure or withdrawal in writing. An official of the City shall notify CDIAC pursuant to Government Code Section 53359.5(c) within 10 days of the occurrence of any of the following events: (i) the scheduled principal or interest on the Bonds is not paid; or (ii) a draw on the Reserve Fund to pay to pay principal and interest on the Bonds which draw causes the Reserve Fund to be reduced to an amount less than the Reserve Requirement.

(C) Amendment. The reporting requirements of this Section 5.14 shall be amended from time to time, without action by the City or the Fiscal Agent, to reflect any amendments to the applicable provisions of the Government Code, including the Act.

(D) Reports to Bondowners. The Chief Financial Officer shall provide copies of any reports required by this Section to any Bondowner upon the written request of a Bondowner and payment by the person requesting the information of the cost of the City to photocopy and pay any postage or other delivery cost to provide the same, as determined by the Chief Financial Officer. The term "Bondowner" for purposes of this Section shall include any beneficial owner of the Bonds as described in Section 2.12.

(E) No Liability. None of the City and its officers, agents and employees, the Finance Director or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section.

Section 5.15. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County of Placer relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that

(a) the amount so collected is deficient by more than 5% of the total amount of the Special Tax for Improvement Area No. 2 levied in such Fiscal Year, then the City will institute, prosecute and pursue such foreclosure proceedings against each parcel in Improvement Area No. 2 for which any installment of the Special Tax is delinquent in the time and manner provided below; or

(b) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in Improvement Area No. 2 in such Fiscal Year, but property owned by any single property owner in Improvement Area No. 2 is delinquent cumulatively by an amount equal to four installment payments with respect to the current and past Special Tax due, then the City will institute, prosecute and pursue such foreclosure proceedings against each such property owner in the time and manner provided below.

The City shall within 30 days thereafter send a written demand letter to the delinquent parcel(s) and lender of record, if any, as the first step in instituting foreclosure proceedings as authorized by the Mello-Roos Act in order to enforce the lien of the delinquent installment of the Special Tax on each such parcel, and shall thereafter diligently prosecute and pursue such foreclosure proceedings to judgment and sale in such manner and upon such timing as advised by legal counsel, taking into account the amounts delinquent, the estimate cost of legal proceedings, the status of Special Tax collections and available debt service reserves.

Additionally notwithstanding any of the foregoing, in certain instances the amount of a Special Tax delinquency on a particular parcel in relation to the cost of appropriate foreclosure proceedings may be such that the costs do not warrant the foreclosure proceedings costs. In such cases, foreclosure proceedings may be delayed by the City until there are sufficient Special Tax delinquencies accruing to such parcel (including interest and penalties thereon) to warrant the cost of such foreclosure proceedings.

Section 5.16. Continuing Disclosure to Owners. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder; provided, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions

as may be necessary and appropriate to compel performance by the City of its obligations thereunder, including seeking mandate or specific performance by court order.

Section 5.17. Additional Bonds.

(A) Issuance of Additional Bonds. In addition to the 2025 Bonds, the City may, by a Supplemental Agreement, authorize the issuance of one or more additional series of special tax bonds (the "Additional Bonds"), payable from Special Taxes and secured by the Special Tax Revenues and other amounts pledged to the Bonds, as and to the extent set forth in Section 4.01, equally and ratably with 2025 Bonds, and the City may issue, and the Fiscal Agent may authenticate and deliver to the purchaser thereof, such Additional Bonds in the principal amount as shall be determined by the City, subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(i) There shall be deposited into a reserve account of the Reserve Fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.

(ii) After giving effect to the issuance of the Additional Bonds, for each Bond Year the Additional Bonds are Outstanding, projected Special Tax Revenues, if levied at the maximum annual Special Tax rates per the Rate and Method, in each Fiscal Year are at least equal to 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year, as calculated by the special tax consultant to the City.

(iii) After giving effect to the issuance of the Additional Bonds, the aggregate value of all parcels in Improvement Area No. 2 subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3.00 times the sum of (1) the aggregate principal amount of all Bonds then Outstanding, plus (2) the aggregate principal amount of the Additional Bonds proposed to be issued, plus (3) the proportionate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in Improvement Area No. 2, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than 2025 Bonds then Outstanding and the Additional Bonds, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within Improvement Area No. 2 (the "Other Mello-Roos Bonds") equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within Improvement Area No. 2 subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land against which special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which the Additional Bonds are issued, as determined by the City), based upon information from the most recent available Fiscal Year.

Additional Bonds may be issued to finance additional improvements, Deferred Impact Fees, and/or to refund outstanding Bonds. Additional Bonds may be issued for the purpose of refunding any outstanding Bonds without meeting the foregoing conditions so long as debt service on the refunding Bonds in each Bond Year is less than debt service on the Bonds refunded.

Nothing in this Agreement shall be interpreted to prohibit issuance of bonds or Additional Bonds secured on a subordinate basis to the Bonds.

(B) Proceedings for Issuance of Additional Bonds. Whenever the City shall determine to issue Additional Bonds:

(i) The City shall authorize the execution of a Supplemental Agreement specifying the principal amount and prescribing the forms of the Additional Bonds and providing the terms, conditions, distinctive designation, denominations, methods of numbering, date, maturity date or dates, interest rate or rates (or the manner of determining same), interest payment dates, redemption provisions (including the amount and dates of mandatory sinking fund payments, if any), place or places of payment of principal or redemption price, if any, application of the proceeds thereof and any other provisions respecting the Additional Bonds not inconsistent with the terms of this Agreement, and

(ii) The Fiscal Agent shall receive an Officer's Certificate stating that the requirements of Section 5.17(A) have been met.

Section 5.18. Yield of the Bonds. In determining the yield of the Bonds to comply with Section 5.12 and Section 6.02, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the closing date of the Bonds, without regard to whether or not redemption moneys are received or Bonds are redeemed.

ARTICLE VI

INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent, shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed (including by facsimile transmission) with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments (such Officer's Certificate to specify the particular Permitted Investment to be made). In the absence of any such Officer's Certificate, the Fiscal Agent shall hold such moneys uninvested as cash and notify the Finance Director that it is doing so until further direction is received from the Finance Director. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Finance Director shall be invested by the Finance Director in any lawful investments that the City may make, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts.

The Fiscal Agent may act as principal or agent in the acquisition or disposition of any investment. The Fiscal Agent shall not incur any liability for losses, fees, taxes or other charges arising from or incurred in connection with any investments, reinvestments or liquidations of investments made pursuant to this Section and hereunder. Any losses arising from any investments made pursuant to this Section shall be offset against interest earnings and profits retained in the same fund.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code), shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued by the City at their present value (within the meaning of Section 148 of the Code). For purposes of any Fair Market Value determination hereunder, the Fiscal Agent shall be entitled to conclusively rely on an Officer's Certificate of the City and shall be fully protected in relying thereon.

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Finance Director hereunder, provided that the Fiscal Agent or the Finance Director, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent or the Finance Director, as applicable, shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet

any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited, subject to the second paragraph of this Section, and neither the Fiscal Agent nor the Finance Director shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

Section 6.02. Rebate of Excess Investment Earnings to the United States. The City covenants to calculate and rebate to the federal government, in accordance with the Regulations, excess investment earnings to the extent required by Section 148(f) of the Code.

The City shall notify the Fiscal Agent of any amounts determined to be due to the federal government, and the Fiscal Agent shall, upon receipt of an Officer's Certificate of the City, withdraw such amounts from the Reserve Fund pursuant to Section 4.03(D), and pay such amounts to the federal government as directed by the Officer's Certificate which shall comply with the requirements of the Code and the Regulations. In the event of any shortfall in amounts available to make such payments under Section 4.03(D), the Fiscal Agent shall notify the Finance Director in writing of the amount of the shortfall and the Finance Director shall make such payment from any amounts available in the Special Tax Fund. Any fees or expenses incurred by the Fiscal Agent or the City under or pursuant to this Section 6.02 shall be Administrative Expenses. The Fiscal Agent may rely conclusively and shall be fully protected from liability in conclusively relying upon the City's determinations, calculations, opinions, directions and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder or to confirm the adequacy or correctness of any rebate report. The Fiscal Agent shall be deemed conclusively to have complied with the provisions of this Agreement and any other agreement relating to the Bonds regarding calculation and payment of rebate if it follows the directions of the City, and it shall have no independent duty to review or enforce the City's compliance with such rebate requirements. Except to the extent expressly herein provided, the Fiscal Agent shall in no instance be responsible or liable for the tax treatment of the Bonds, the City's or District's compliance with the Code, or any other tax consequences in connection with the Bonds.

In order to provide for the administration of this Section 6.02, the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate.

Section 6.03. Limited Obligation. The City's obligations hereunder are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Special Tax Fund, the Bond Fund and the Reserve Fund created hereunder.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. U.S. Bank Trust Company, National Association, at its Principal Office, is hereby appointed Fiscal Agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, including, for such purpose, the combined capital and surplus of any parent holding company, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within thirty (30) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent or any Bondowner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or

distributed with respect to the issuance of the Bonds. All indemnifications and releases from liability granted to the Fiscal Agent hereunder shall extend to the directors, officers and employees of the Fiscal Agent. The Fiscal Agent has no liability regarding the use of the proceeds from the purchase of the Bonds deposited in funds held by the City.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement, including all Officer's Certificates of the City meeting such requirements; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of unavoidable delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The permissive right of the Fiscal Agent to do things enumerated in this Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

The Fiscal Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder either directly or by or through attorneys or agents, and shall be entitled to rely on advice of counsel concerning all matters of trust and its duty hereunder.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any Officer's Certificate, notice, resolution, request, consent, order, certificate, report, facsimile transmission, electronic mail, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties and given in accordance with the requirements hereof. The Fiscal Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means by an Authorized Officer (or his or her designee) ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate for each person with the authority to provide such Instructions and containing specimen signatures of such persons, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer (or designee) listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer (or designee). The City shall be responsible for ensuring that only Authorized Officers (or their designees) transmit such Instructions to the Fiscal Agent and that the City is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys

upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any costs, claims, expenses or liabilities, including, without limitation, fees and expenses of its attorneys which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted. This Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall, with respect to Bonds then Outstanding, (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof. No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(B) to make modifications not adversely affecting any outstanding series of Bonds in any material respect, including to effectuate the issuance of Additional Bonds in accordance with Section 5.17;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds; or

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, if such consent is required under Section 8.01, shall be mailed by first class mail, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

If consent of the Owners is required under Section 8.01, such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise herein above specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 8.04. Disqualified Bonds. Bonds actually known by an officer of the Fiscal Agent to be owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. The City shall provide an Officer's Certificate to the Fiscal Agent listing those Bonds which are disqualified pursuant to this Section 8.04.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall

thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 8.08. Opinion of Counsel Regarding Supplemental Agreement. The Fiscal Agent shall be furnished, upon request, an opinion of counsel that any Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Article VIII, and the Fiscal Agent may conclusively rely upon such opinion.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent or other fiduciary, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in the funds and accounts provided for in Sections 4.02 and 4.03, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums, or;

(C) by irrevocably depositing with the Fiscal Agent or other fiduciary, cash and Federal Securities in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in the fund and accounts provided for in Sections 4.02 and 4.03, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the City (i) under Section 5.13 (Maintenance of Tax-Exemption) and (ii) to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to Section 7.05; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent.

Any funds thereafter held by the Fiscal Agent upon payments of all fees and expenses of the Fiscal Agent, which are not required for said purpose, shall be paid over to the City.

The City shall pay and indemnify the Fiscal Agent against any tax, fee or other charge imposed on or assessed against the Federal Securities deposited pursuant to this Section or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Owners of Outstanding Bonds.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books. Any request, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Chief Financial Officer
Fax: (916) 746-1220

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the Fiscal Agent with the City) as follows:

U.S. Bank Trust Company, National Association
2222 E. Camelback Road, Suite 110
Phoenix, AZ 85016
Attention: Global Corporate Trust
Fax: (415) 677-3597

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remain unclaimed for two years after the date when the payments of such principal, interest and premium have become payable, if such moneys were held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the City for the payment of the principal of, and interest and any premium on, such Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes.

Section 9.14. U.S.A. Patriot Act. The City and the District acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Fiscal Agent, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Fiscal Agent. The City and the District agree that they will provide the Fiscal Agent with such information as it may request in order for the Fiscal Agent to satisfy the requirements of the U.S.A. Patriot Act.

IN WITNESS WHEREOF, the City of Roseville has authorized the execution of this Agreement by its City Manager and attested to by its City Clerk under the authority of Resolution No. 25-____, adopted by the Council of the City of Roseville on _____, 2025, and the Fiscal Agent has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation,
for and on behalf of the City of Roseville
Amoruso Ranch Community Facilities District
No. 1 (Public Facilities)

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, *as Fiscal Agent*

By: _____
DOMINICK CASEY
City Manager

By: _____
Vice President

ATTEST:

By: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN
Assistant City Manager/Chief Financial Officer

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____

\$ _____

**IMPROVEMENT AREA NO. 2 OF
CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2025**

INTEREST RATE:

MATURITY DATE:

BOND DATE:

CUSIP:

_____, 2025

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (the "District"), for value received, hereby promises to pay solely from the Special Tax Revenues (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing March 1, 2026 (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of U.S. Bank Trust Company, National Association (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City on _____, 2025 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District, and is one of the bonds designated "Improvement Area No. 2 of City of Roseville Amoroso Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2025" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of November 1, 2025, by and between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this Bond are payable solely from Special Tax Revenues and the amounts in certain funds held under the Agreement. "Special Tax Revenues" means the proceeds of the facilities special tax ("Special Taxes") levied under the Mello-Roos Act in Improvement Area No. 2 of the District that are received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the special taxes, net of a 1% administration charge of the County (as such charge may be changed in the future), but not including interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, _____ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, _____ through August 31, _____	103%
September 1, _____ through August 31, _____	102
September 1, _____ through August 31, _____	101
September 1, _____ and any date thereafter	100

The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through and including March 1, _____	103%
September 1, _____ and March 1, _____	102
September 1, _____ and March 1, _____	101
September 1, _____ and any Interest Payment Date thereafter	100

The Bonds maturing on September 1, _____, September 1, _____, and September 1, _____ (the "Term Bonds") are subject to mandatory sinking payment redemption in part on September 1, _____, September 1, _____, and September 1, _____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, _____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
---	-------------------------

(maturity)

Term Bonds Maturing September 1, _____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
---	-------------------------

(maturity)

Term Bonds Maturing September 1, _____

Mandatory
Redemption Date
(September 1)

Sinking Fund
Payment

(maturity)

The amounts in the foregoing tables shall be reduced pro rata, at the direction of the City in an Officer's Certificate, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document. This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent. It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Roseville has caused this Bond to be executed by the facsimile signatures of the Mayor and the City Clerk of the City, all as of the Bond Date stated above.

CITY OF ROSEVILLE, for and on behalf of the
CITY OF ROSEVILLE AMORUSO RANCH
COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

By: _____
Mayor

By: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement.

Dated: _____, 2025

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, *as Fiscal Agent*

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

(Name, address and Tax Identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s)

_____, attorney, _____
to transfer the same on the registration books of the Fiscal Agent with full power of substitution
in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by an
eligible guarantor.

NOTE: The signature(s) on this Assignment must
correspond with the name(s) as written on the face of
the within Bond in every particular without alteration or
enlargement or any change whatsoever.

EXHIBIT B

**Improvement Area No. 2 of
City of Roseville
Amoruso Ranch Community Facilities District No. 1 (Public Facilities)
Special Tax Bonds
Series 2025**

**OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT
FROM IMPROVEMENT FUND**

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer," as such term is defined in that certain Fiscal Agent Agreement, dated as of November 1, 2025 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent") and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) under Section 3.04(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the Improvement Fund established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of a Project cost (as that term is defined in the Fiscal Agent Agreement) as described on attached Schedule A;

(iii) an obligation in the stated amount has been properly incurred and each such obligation is a proper charge against the Improvement Fund and has not been subject of any previous requisition of the City requesting disbursement;

(iv) there has not been filed with or served upon the City a stop notice or any other notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable to the person named in this Officer's Certificate, which has not been released or will not be released with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of laws; and

(v) in the case of each payment made under any contract for installation or construction, insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed or such materials, equipment or supplies were actually installed in furtherance of the Project or delivered at the site for that purpose or delivered for storage or fabrication at a place or places approved by the City.

Dated: _____, 20__

CITY OF ROSEVILLE

By: _____
Authorized Officer

SCHEDULE A

Payee Name and Address

Purpose of Obligation

Amount

§ _____
CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2025

BOND PURCHASE AGREEMENT

_____, 2025

City of Roseville
311 Vernon Street,
Roseville, California 95678

Ladies and Gentlemen:

Piper Sandler & Co. (the “**Underwriter**”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (the “**Purchase Agreement**”) with the City of Roseville, California (the “**City**”) acting on behalf of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (the “**District**”) which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The City acknowledges and agrees that: (i) the purchase and sale of the Bonds (defined below) pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); and (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate for this transaction.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, and the City agrees to sell to the Underwriter, all (but not less than all) of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds, Series 2025 (the “**Bonds**”) in the aggregate principal amount specified in Exhibit A hereto. The Bonds shall be dated the Closing Date (hereinafter defined), and bear interest from said date

(payable semiannually on March 1 and September 1 in each year, commencing March 1, 2026) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be the amount specified as such in Exhibit A hereto.

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, the Fiscal Agent Agreement dated as of November 1, 2025 (the “**Fiscal Agent Agreement**”), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “**Fiscal Agent**”), and approved by a resolution adopted by the City Council of the City (the “**City Council**”), acting as the legislative body of the District (the “**Resolution of Issuance**”). The Bonds and interest thereon will be payable from a special tax (the “**Special Tax**”) levied and collected on the taxable land within Improvement Area No. 2 (“**Improvement Area No. 2**”) of the District in accordance with a Resolution of Intention adopted by the City Council on April 5, 2023 and a Resolution of Formation adopted by the City Council on June 21, 2023 (together with the Resolution of Intention, the “**Resolution of Formation**”). Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq. of the Government Code of the State of California) (the “**Law**”), to (i) construct and/or acquire certain authorized public facilities, (ii) provide for a deposit to a debt service reserve account for the Bonds, and (iii) pay costs of issuance of the Bonds. The Resolution of Issuance, the Resolution of Formation and the Ordinance levying the Special Tax, adopted by the City Council, are collectively referred to herein as the “**District Resolutions.**”

(c) At or prior to the acceptance hereof by the City, the City shall cause to be delivered to the Underwriter a 15c2-12 Certificate of the City, dated as of the date of this Purchase Agreement (the “**City Certificate**”), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter.

(d) Subsequent to its receipt of the City Certificate deeming the Preliminary Official Statement for the Bonds, dated _____, 2025 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the “**Preliminary Official Statement**”), final for purposes of Rule 15c2-12 of the Securities and Exchange Commission (“**Rule 15c2-12**”), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the City as evidenced by the execution and delivery of such document by an officer of the City (the “**Official Statement**”), the Fiscal Agent Agreement, the Continuing Disclosure Certificate of the City (the “**City Disclosure Certificate**”), this Purchase Agreement and any other documents or contracts to which the City or the District is a party related to the Bonds, and all information contained therein, and all other documents, certificates and statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to the Municipal Securities Rulemaking City Council (the “**MSRB**”) through the Electronic Municipal Marketplace Access website of the MSRB on or before the Closing Date and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2025, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the “**Closing Date**”), the City will deliver (i) to the Depository Trust Company in New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the City, as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Jones Hall LLP, as bond counsel to the City (“**Bond Counsel**”), or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the “**Closing**”). Notwithstanding the foregoing, the Underwriter may, in their discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

2. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Final Official Statement (as defined herein) and in Exhibit A hereto and subject to Section 2(c) and 2(d) hereof, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Final Official Statement. A “**bona fide public offering**” shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

(b) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (defined below) an “**issue price**” or similar certificate, together with copies of supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City’s municipal advisor, Hilltop Securities Inc. (the “**Municipal Advisor**”) and any notice or report to be provided to the City may be provided to the City’s Municipal Advisor.

(c) Except as otherwise set forth in Exhibit A attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the “**10% test**”), identified under the column “10% Test Used” in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes

of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column “Hold the Offering Price Rule Used,” as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**hold-the-offering-price rule**”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following.

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “**public**” means any person other than an underwriter or a related party;

(2) “**underwriter**” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public

(including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a “**related party**” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) “**sale date**” means the date of execution of this Purchase Agreement by the City and the Underwriter.

3. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is a municipal corporation and charter city duly organized and existing under the laws of the State of California (the “**State**”) and has duly authorized the formation of the District and the designation of Improvement Area No. 2 therein, pursuant to the Resolution of Formation and the Law. The City Council, as the legislative body of the District, has duly adopted the District Resolutions, and has caused to be recorded in the real property records of Placer County a Notice of Special Tax Lien (the “**Notice of Special Tax Lien**”) (such District Resolutions and Notice of Special Tax Lien being collectively referred to herein as the “**Formation Documents**”). Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The District is duly organized and validly existing as a community facilities district under the laws of the State of California and Improvement Area No. 2 therein has been properly designated. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under this Purchase Agreement and the City Disclosure Certificate, and to carry out all transactions on its part contemplated by each of such agreements, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions on its part contemplated by the Formation Documents and by the Fiscal Agent Agreement, this Purchase Agreement, and the City Disclosure Certificate (collectively, the “**District Documents**”) and the Official Statement.

(b) The City has complied, and will at the Closing Date be in compliance, in all material respects, with the Formation Documents and the District Documents, and any immaterial compliance by the City, if any, will not impair the ability of the City to carry out, give effect to or consummate the transactions on its part contemplated by the foregoing. From and after the date of issuance of the Bonds, the City will continue to comply with the covenants of the City contained in the District Documents that are applicable to such time period.

(c) The City Council has duly and validly: (i) adopted the District Resolutions, (ii) called, held and conducted in accordance with all requirements of the Law, elections within the

District to approve the levy of the Special Tax within Improvement Area No. 2 of the District and the issuance of the Bonds and recorded the Notice of Special Tax Lien which established a continuing lien on the land within Improvement Area No. 2 of the District securing the payment of the Special Tax, (iii) authorized and approved the execution, delivery and due performance by the City for the District of the Bonds and the District Documents, (iv) authorized the preparation, delivery and distribution of the Preliminary Official Statement and the Official Statement, and (v) authorized and approved the performance by the City of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions on its part contemplated by, each of the District Documents (including, without limitation, the collection of the Special Tax), the Bonds and the Official Statement and at the Closing Date, the Formation Documents will be in full force and effect and the District Documents and the Bonds will constitute the valid, legal and binding obligations of the City for the District and (assuming due authorization, execution and delivery by other parties thereto, where necessary) will be enforceable upon the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought.

(d) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which would be to materially and adversely affect the performance by the District or the City of their obligations under the Bonds, the Formation Documents or the District Documents, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound.

(e) Except for compliance with the blue sky or other states securities law filings, as to which the City makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the District Documents, have been obtained and are in full force and effect.

(f) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Law, the State Constitution and the applicable laws of the State, and the Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied.

(g) The City shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. Until the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), if any event shall occur of which the City is aware, as a result of which it

may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term **"end of the underwriting period"** means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period."

(h) The Fiscal Agent Agreement creates a valid pledge of the Special Tax Revenues (as defined in the Fiscal Agent Agreement) and the moneys deposited in the Bond Fund and the Reserve Fund established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon to maturity or to the date of redemption if redeemed prior to maturity, and premium, if any, the City will faithfully perform and abide by all of its covenants and undertakings, and the provisions contained in the Fiscal Agent Agreement.

(i) Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the District Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Official Statement or the powers or authority of the City or the District with respect to the Bonds, the Formation Documents, the District Documents, or any action of the City or the District contemplated by any of said documents; nor is there any action pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation, or (iv) which would affect or restrain the ability of the owners of property within the District to develop their property as described in the Preliminary Official Statement.

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other

securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing.

(k) Any certificate signed by any official of the City authorized to do so and delivered to the Underwriter in connection with the Bonds or this Purchase Agreement shall be deemed a representation and warranty to the Underwriter as to the statements made therein.

(l) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement as described in the Official Statement.

(m) The information contained in the Preliminary Official Statement (other than under the captions “THE AMORUSO RANCH DEVELOPMENT,” “THE MASTER DEVELOPER,” “MERCHANT BUILDER INFORMATION,” and “CONTINUING DISCLOSURE—The Master Developer,” as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than under the captions “THE AMORUSO RANCH DEVELOPMENT,” “THE MASTER DEVELOPER,” “MERCHANT BUILDER INFORMATION,” and “CONTINUING DISCLOSURE—The Master Developer,” as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

(o) Except as otherwise disclosed in the Preliminary Official Statement, the City is, and has always been, in material compliance with respect to all reporting obligations in the last five years that it has undertaken under Rule 15c2-12 for all indebtedness issued by the City.

(p) Except as otherwise disclosed in the Preliminary Official Statement, the Formation Documents have not been amended, terminated, rescinded or modified.

(q) The City shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the City as set forth in this Purchase Agreement.

(r) The City shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate.

(s) The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from state income taxation or the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

4. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, and Stradling Yocca Carlson & Rauth LLP (“**Stradling**”), counsel to the Underwriter, shall be necessary and appropriate;

(b) The information contained in the Official Statement will, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, be true and correct in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest that would be received by the owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission (the “**SEC**”), or any other governmental

agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income or securities (or interest thereon), the validity or enforceability of the Special Tax as contemplated by the Formation Documents, the District Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or results in the Preliminary Official Statement or the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Bonds on the terms and in the manner contemplated in the Preliminary Official Statement or the Official Statement;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) the entry of an order by a court of competent jurisdiction which enjoins or restrains the City from issuing permits, licenses or entitlements within Improvement Area No. 2 or which order, in the reasonable opinion of the Underwriter, otherwise materially and adversely affects proposed development of property within the Improvement Area No. 2;

(9) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(10) there shall have been any material adverse change in the affairs of the City that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(11) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order;

(12) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act, and the Trust Indenture Act of 1939, as amended; or

(13) filing of or threat of litigation of the type described in Section 3(i) hereof.

(d) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The Formation Documents and the District Documents, together with a certificate dated as of the Closing Date of the City Clerk of the City to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) The Official Statement;

(3) An approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, in the form attached to the Preliminary Official Statement as Appendix D, and an unqualified letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving

opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Purchase Agreement and the City Disclosure Certificate have been duly authorized, executed and delivered by the City, and, assuming such agreements constitute a valid and binding obligation of the other respective parties thereto, constitute the legally valid and binding agreements of the City for the District enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and may be subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS" (other than information relating to DTC and its Book-Entry Only System), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "TAX MATTERS" and Appendices D and F thereof is accurate, insofar as such information purports to summarize or replicate certain provisions of the Law, the Bonds and the Fiscal Agent Agreement and the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds;

(5) An opinion, dated the Closing Date and addressed to the Underwriter, of Stradling, as counsel for the Underwriter, in form and substance acceptable to the Underwriter;

(6) A certificate or certificates, dated the Closing Date and signed by an authorized officer of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 3 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the District Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; and (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the District Documents and the Official Statement at or prior to the Closing Date;

(7) An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney, to the effect that (i) to its current actual knowledge and except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public

board or body is pending with respect to which the City has been served with process or is known to such counsel to be threatened, as to which the City is or would be a party, which would materially adversely affect the ability of the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or which seeks to restrain or enjoin the issuance, sale and delivery of the Bonds or exclusion from gross income for federal income tax purposes or State of California personal income taxes of interest on the Bonds, or the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or which in any way contests or affects the validity or enforceability of the Bonds, the Formation Documents or the District Documents or the accuracy of the Official Statement, or any action of the City contemplated by any of said documents or the development of property within the District; (ii) the City is duly organized and validly existing as a public entity under the laws of the State of California, the District is duly organized and validly existing as a community facilities district under the laws of the State of California and Improvement Area No. 2 has been properly designated therein; (iii) the City has full legal right, power and authority to issue the Bonds and to perform all of its obligations under the Formation Documents and the District Documents; (iv) the City has obtained all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which constitute a condition precedent to the levy of the Special Tax, the issuance of the Bonds or the performance by the City of its obligations thereunder or under the Fiscal Agent Agreement, except that no opinion need be expressed regarding compliance with blue sky or other securities laws or regulations, whatsoever; (v) the City Council has duly and validly adopted the Formation Documents at meetings of the City Council which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Formation Documents are now in full force and effect and have not been amended; and (vi) the City has duly authorized, executed and delivered the District Documents and the Bonds and has duly authorized the preparation and delivery of the Official Statement;

(8) One or more certificates dated the Closing Date from Economic & Planning Systems (the “**Special Tax Consultant**”) addressed to the City and the Underwriter to the effect that (i) the amount of the Special Taxes that could be levied in each Fiscal Year on all Parcels (as defined in the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2) of Taxable Property in Improvement Area No. 2 less Administrative Expenses (as defined in the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2) of 1%, is at least one hundred ten percent (110%) of the total Annual Debt Service for each such Bond Year that begins in such Fiscal Year on the Bonds, and (ii) all information supplied by the Special Tax Consultant for use in the Official Statement is true and correct as of the date of the Official Statement and as of the Closing Date;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, to the effect that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that the Fiscal Agent has authorized the execution and delivery of the Fiscal Agent Agreement and that the Fiscal Agent Agreement is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A Letter of Representations of Brookfield Sunset LLC, a Delaware limited liability company (the “**Master Developer**”), dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit D hereto or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of the Master Developer dated the Closing Date, substantially in the form attached as Exhibit E;

(12) A negative assurance letter of counsel to the Master Developer, dated the Closing Date and substantially in the form attached as Exhibit F hereto, or as such letter may be modified with the approval of the Underwriter and Stradling;

(13) A continuing disclosure certificate executed by the Master Developer in the form included in Appendix E to the Preliminary Official Statement (the “**Master Developer Continuing Disclosure Certificate**”);

(14) One or more opinions of counsel to the Master Developer addressed to the District and the Underwriter, in form and substance acceptable to the Underwriter and Stradling, regarding (i) the Master Developer’s due organization and qualification to do business, (ii) the due authorization and execution of Master Developer Continuing Disclosure Certificate, and (iii) the absence of litigation pending against the Master Developer (with service of process to the Master Developer having been duly given and completed) or overtly threatened against the Master Developer which would materially and adversely affect the validity or enforceability of the Master Developer Continuing Disclosure Certificate or the Master Developer’s ability to pay the Special Taxes when due;

(15) G-17 letter from the Underwriter acknowledged by the City;

(16) A letter of Jones Hall LLP, as disclosure counsel to the City (“**Disclosure Counsel**”), addressed to the Underwriter and the City, to the effect that nothing has come to such counsel’s attention that would lead them to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the Closing Date (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding The Depository Trust Company and its book-entry system, as to which no opinion need be expressed), contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(17) A certificate from Integra Realty Resources (the “**Appraiser**”) consenting to the inclusion of their appraisal report (the “**Appraisal**”) in the Preliminary Official Statement and the final Official Statement and certifying that (i) the information in the Official Statement relating to the Appraisal does not contain an

untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (ii) since the date of the Appraisal they are not aware of any facts that would materially affect the conclusions of value set forth therein;

(18) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the District in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5, Section 6 and Section 8 hereof shall continue in full force and effect.

5. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 4(d)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the District Documents or the existence or powers of the City or the District, including Improvement Area No. 2 therein; and

(b) As of the Closing Date, the City shall receive the approving opinion of Bond Counsel referred to in Section 4(d)(3) hereof, dated as of the Closing Date.

6. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the District) all expenses incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Municipal Advisor, the Special Tax Consultant, the Fiscal Agent, Bond Counsel, Disclosure Counsel and any accountants, engineers or any other experts or consultants the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any “blue sky” or legal investment memoranda and this Purchase Agreement; expenses to qualify the Bonds for sale under any “blue sky” or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

7. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City at 311 Vernon Street, Roseville, California 95678, Attention: Assistant City Manager/Chief Financial Officer; and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co., 3626 Fair Oaks Blvd. Suite 100, Sacramento, Ca 95864, Attention: Dennis McGuire.

8. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City, the District and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

9. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

10. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the City.

12. Governing Law. This Purchase Agreement shall be governed by the laws of the State applicable to contracts made and performed in the State.

13. Counterparts. This Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

PIPER SANDLER & CO., as Underwriter

By: _____
Authorized Officer

ACCEPTED:

CITY OF ROSEVILLE, CALIFORNIA, for and
on behalf of the City's Amoruso Ranch
Community Facilities District No. 1 (Public
Facilities)

By: _____
Assistant City Manager/Chief Financial
Officer

Time: ____ p.m.

EXHIBIT A
MATURITY SCHEDULE

CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2025

<i>Maturity Date</i> <i>(September 1)</i>	<i>Principal</i> <i>Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<i>10% Test</i> <i>Used</i>	<i>Hold the</i> <i>Offering</i> <i>Price Used</i>
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^C Priced to the optional call date of September 1, 20__ at ____.

^T Term Bond.

The purchase price of the Bonds shall be \$_____, which is the principal amount thereof (\$_____) [plus/less] [net] original issue [premium/discount] of \$_____ and less Underwriter's discount of \$_____.

Optional Redemption. The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption from Prepayments. The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
March 1, 2026 through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Term Bonds maturing September 1, 20__, and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20__

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Sinking Fund Payment</u>
---	---------------------------------

(maturity)

Term Bonds Maturing September 1, 20__

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Sinking Fund Payment</u>
---	---------------------------------

(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

EXHIBIT B

**CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2025**

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the Assistant City Manager/Chief Financial Officer of the City of Roseville, California (the “**City**”), and, as such, is duly authorized to execute and deliver this certificate and further hereby certifies that:

(1) this certificate is being delivered in connection with the sale and issuance of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds, Series 2025 (the “**Bonds**”) in order to enable the underwriter of the Bonds to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the “**Rule**”);

(2) in connection with the sale and issuance of the Bonds, there has been prepared a Preliminary Official Statement dated _____, 2025 setting forth information concerning the Bonds and the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 (the “**Preliminary Official Statement**”); and

(3) except for the Permitted Omissions, the Preliminary Official Statement is deemed final within the meaning of the Rule. As used herein, the term “**Permitted Omissions**” refers to the offering price(s), interest rates(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all as set forth in the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2025.

CITY OF ROSEVILLE, CALIFORNIA

By: _____
Its: Assistant City Manager/Chief Financial Officer

EXHIBIT C

FORM OF ISSUE PRICE CERTIFICATE

**CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2025**

The undersigned, on behalf of Piper Sandler & Co. (“**Piper**”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “**Bonds**”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Piper offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated _____, 2025, by and between Piper and the Issuer, Piper has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Reserve Fund.***

The establishment of the Reserve Fund in the amount of the Reserve Requirement (as such terms are defined in the Fiscal Agent Agreement dated as of November 1, 2025, by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent, pursuant to which the Bonds are being issued) was vital to the marketing of the Bonds and reasonably required to assure payment of debt service on the Bonds.

4. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date), or (ii) the date on which Piper has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the City of Roseville.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2025.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in a Certificate as to Arbitrage and Tax Compliance Procedures for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

PIPER SANDLER & CO.

By: _____

Name: _____

Dated: _____, 2025

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING
PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

EXHIBIT D

**CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2025**

LETTER OF REPRESENTATIONS OF BROOKFIELD SUNSET LLC

_____, 2025

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(11) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), Brookfield Sunset LLC, a Delaware limited liability company (the “**Master Developer**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof as set forth herein. Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

1. The Master Developer is duly organized and validly existing under the laws of the State of Delaware and is registered to transact intrastate business in the State of California and has all requisite right, power, and authority to: (i) execute and deliver this Letter of Representations of Brookfield Sunset LLC (the “**Letter of Representations**”); (ii) to execute and deliver the Master Developer Continuing Disclosure Certificate prior to Closing; and (iii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain of the property within Improvement Area No. 2 of the District is held in the name of the Master Developer or its Affiliates¹ (herein, the “**Property**”). The undersigned, on behalf of the Master Developer, make the representations herein with respect to all such Property.

¹ “**Affiliate**” means, with respect to the Master Developer, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by, or under common control with the Master Developer; and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Property and investment decision regarding the Bonds (i.e., information relevant to: (a) the Master Developer’s development plans with respect to the Property and ability to pay the Special Tax on the Property prior to delinquency; or (b) such Person’s assets or funds that would materially affect the Master Developer’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax on the Property prior to delinquency). Notwithstanding the foregoing, Brookfield Sacramento HB LLC, a Delaware limited liability company is an Affiliate of the Master Developer. “**Person**” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision thereof. For purposes hereof, the term “**control**” (including the terms “**controlling**,” “**controlled by**” or “**under common control with**”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

3. The Master Developer has, or will have prior to the Closing, duly authorized the execution and delivery of the Master Developer Continuing Disclosure Certificate at the Closing and the performance by the Master Developer of its obligations thereunder.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned², (a) the Master Developer and its Affiliates, are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond, or note (collectively, the “**Material Agreements**”) to which the Master Developer or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the ability of the Master Developer or any of its Affiliates to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent responsibility of the Master Developer or its Affiliates) prior to delinquency; and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Master Developer or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Master Developer nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Master Developer or its Affiliates’ ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Master Developer or its Affiliates) prior to delinquency.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Master Developer (with proper service of process to the Master Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Affiliate of the Master Developer (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Master Developer or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect the ability of the Master Developer or any of its Affiliates to develop the Property as described in the Preliminary Official Statement.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Master Developer, its Affiliates, the Master Developer’s and its Affiliates’ development plan for the Property, the Master Developer’s or its Affiliates’ financing plan, the Master Developer’s or its Affiliates’ lenders, if any, and contractual arrangements of the Master Developer or any Affiliate of the Master Developer (including, if material to the Master Developer’s development plan or the

² “**Actual Knowledge of the Undersigned**” means the actual (as opposed to constructive) knowledge that the individual signing on behalf of the Master Developer currently has as of the date of this Letter of Representations or has obtained through: (i) interviews with such current officers and responsible employees of the Master Developer and its Affiliates as the undersigned have determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters that are set forth in this Letter of Representations; and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned has reasonably deemed necessary in order for the undersigned to obtain knowledge of the matters that are set forth in this Letter of Representations. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Master Developer’s current business and operations. Officers and employees no longer working for the Master Developer or its Affiliates have not been contacted.

Master Developer's financing plan, other loans of such Affiliates) as set forth under the captions entitled "THE AMORUSO RANCH DEVELOPMENT," "THE MASTER DEVELOPER," "MERCHANT BUILDER INFORMATION," "SPECIAL RISK FACTORS—Property Values and Property Development—*Endangered and Threatened Species*, or "CONTINUING DISCLOSURE—The Master Developer" (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Master Developer or its Affiliates), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

8. The Master Developer covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Master Developer and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying the Special Tax within Improvement Area No. 2 of the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Master Developer or any Affiliate in any way from bringing any other action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate, Method of Apportionment, and Manner of Collection of Special Tax pursuant to which the Special Tax is levied, (b) an action or suit with respect to the application or use of the Special Tax levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Master Developer or its Affiliates, the City, and/or the District or to which the Master Developer or its Affiliates is a party or beneficiary (including, but not limited to, the Fiscal Agent Agreement).

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the property in Improvement Area No. 2 of the District exists or is in the process of being authorized that would include any portion of such property.

10. To the Actual Knowledge of the Undersigned, the Master Developer and its Affiliates have not been delinquent to any material extent in the payment of any ad valorem property tax, special assessment or special tax on property owned by the Master Developer or its Affiliates during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Master Developer or its Affiliates.

11. The Master Developer and its Affiliates intend to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

12. To the Actual Knowledge of the Undersigned, the Master Developer and its Affiliates are able to pay their bills as they become due and no legal proceedings are pending against the Master Developer or its Affiliates (with proper service of process to the Master Developer or its Affiliates, as applicable, having been accomplished) or, to the Actual Knowledge of the Undersigned, overtly threatened in writing in which the Master Developer or any of its Affiliates may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. Based upon their respective current development plans, including, without limitation, their current budgets, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of the Master Developer and its Affiliates, and except as disclosed in the Preliminary Official Statement including in the sections entitled "THE AMORUSO RANCH DEVELOPMENT," "THE MASTER DEVELOPER," and "MERCHANT BUILDER INFORMATION," to the Actual Knowledge of the Undersigned, the Master Developer and its Affiliates currently expect that they will have sufficient funds and/or sources of funds to develop the Property as described in the Preliminary Official Statement. The Master Developer and its Affiliates reserve the right to change their respective development plans and financing plans for Improvement Area No. 2 of the District and the Property as a whole at any time without notice.

14. Solely as to the limited information described in Paragraph 6 above (and subject to the limitations and exclusions set forth in Paragraph 6), the Master Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an "**Indemnified Party**" and together, the "**Indemnified Parties**"), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, "**Claims**") incurred by an Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Master Developer of a material fact contained in the information described in Paragraph 6 above (and subject to the limitations and exclusions set forth in Paragraph 6), as of the date of the Preliminary Official Statement, or the omission by the Master Developer to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Master Developer contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Master Developer may otherwise have to any Indemnified Party, provided that in no event shall the Master Developer be obligated for double indemnification. Further, in no event shall the Master Developer's liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Master Developer in writing; provided that the failure to notify the Master Developer shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Master Developer shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Master Developer thereof, the

Master Developer shall retain counsel reasonably satisfactory to the Indemnified Party (who may be counsel to the Master Developer) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Master Developer and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Master Developer has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Master Developer such that a material conflict of interest exists for such counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Master Developer and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Master Developer shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Master Developer shall not be liable for any settlement of any proceeding effected without its written consent. The Master Developer shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

15. If, between the date hereof and the Closing Date, to the Actual Knowledge of the Undersigned, any event relating to or affecting the Master Developer, its Affiliates, the Master Developer's or its Affiliates' development plan, the Master Developer's or its Affiliates' financing plan, the Master Developer's or its Affiliates' lenders, if any, and contractual arrangements of the Master Developer or any Affiliate of the Master Developer (including, if material to the Master Developer's development plan or the Master Developer's financing plan, other loans of such Affiliates) shall occur which the undersigned believe would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 6 hereof (and subject to the limitations and exclusions set forth in Paragraph 6), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Master Developer shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

16. On behalf of the Master Developer, we have reviewed the contents of this Certificate and have met with counsel to the Master Developer for the purpose of discussing the meaning of its contents.

The undersigned has executed this Letter of Representations solely in his or her capacity as an authorized representative of the Master Developer and he or she will have no personal liability arising from or relating to this Letter of Representations.

BROOKFIELD SUNSET LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT E

\$ _____

**CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2025**

CLOSING CERTIFICATE OF BROOKFIELD SUNSET LLC

Dated: _____, 2025

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(11) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), Brookfield Sunset LLC, a Delaware limited liability company (the “**Master Developer**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof. Capitalized terms used herein that are not defined herein shall have the meanings ascribed to such terms in the Letter of Representations of Brookfield Sunset LLC, dated _____, 2025 (the “**Letter of Representations**”), delivered by the Master Developer.

(1) The undersigned is duly authorized to execute this Closing Certificate of Brookfield Sunset LLC (the “**Closing Certificate**”) on behalf of the Master Developer.

(2) Except as disclosed in the final Official Statement relating to the Bonds (the “**Final Official Statement**”), to the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement which has materially and adversely affected or is reasonably expected to materially and adversely affect the business, properties, operations or financial condition of the Master Developer or any of its Affiliates.

(3) To the Actual Knowledge of the Undersigned, the representations and warranties made by the Master Developer in the Letter of Representations are true and correct in all material respects on and as of the date hereof, with the same effect as if made on the date hereof, except that all references to the Preliminary Official Statement in the Letter of Representations shall be deemed references to the Final Official Statement.

(4) For the period through 25 days after the “end of the underwriting period” as defined in the Bond Purchase Agreement to mean the Closing Date, if any event relating to or affecting the Master Developer, its Affiliates, the Master Developer’s or its Affiliates’ development plan, the Master Developer’s or its Affiliates’ financing plan, the Master Developer’s or its Affiliates’ lenders, if any, and contractual arrangements of the Master Developer or any Affiliates of the Master Developer (including, if material to the Master Developer’s development plan or the Master Developer’s financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the

information under the sections of the Official Statement indicated in Paragraph 6 of the Letter of Representations (and subject to the limitations and exclusions set forth in Paragraph 6 of the Letter of Representations) not misleading in the light of the circumstances under which they were made, the Master Developer shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The undersigned has executed this Closing Certificate solely in his or her capacity as an authorized representative of the Master Developer and he or she will have no personal liability arising from or relating to this Closing Certificate.

BROOKFIELD SUNSET LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT F

**CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2025**

**FORM OF NEGATIVE ASSURANCE LETTER FROM COUNSEL TO THE MASTER
DEVELOPER**

_____, 2025

City of Roseville Amoruso Ranch Community
Facilities District No. 1 (Public Facilities)
311 Vernon Street
Roseville, California 95678

Piper Sandler & Co.
3626 Fair Oaks Blvd., Suite 100
Sacramento, California 95864

Re: \$ _____ City of Roseville Amoruso Ranch Community Facilities District No. 1
 (Public Facilities), Improvement Area No. 2, Special Tax Bonds, Series 2025

Ladies and Gentlemen:

We have acted as special counsel to Brookfield Sunset LLC, a Delaware limited liability company (the “**Developer**”), in connection with the development of certain property located within the boundaries of Improvement Area No. 2 of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (the “**Community Facilities District**”), and in connection with the issuance by the Community Facilities District of the \$ _____ aggregate principal amount of City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities), Improvement Area No. 2, Special Tax Bonds, Series 2025 (the “**Bonds**”). The Bonds are described in that certain Preliminary Official Statement dated _____, 2025 (the “**Preliminary Official Statement**”) and that certain Official Statement dated _____, 2025 (the “**Official Statement**”).

The Bonds are being sold to Piper Sandler & Co., as underwriter (the “**Underwriter**”), pursuant to that certain Bond Purchase Agreement, dated _____, 2025 (the “**Bond Purchase Agreement**”), by and between the Underwriter and the City of Roseville (the “**City**”) on behalf of the Community Facilities District. This letter is provided for the benefit of the Community Facilities District and the Underwriter pursuant to Section 4(d)(12) of the Bond Purchase Agreement.

We advise you that we are not general counsel to the Developer and do not represent the Developer on a continuing basis. Rather, we represent the Developer as requested from time to time on specific matters.

The primary purpose of our professional engagement was not to establish or confirm factual

matters or quantitative information. We are not passing upon and do not assume any responsibility for the accuracy, completeness, or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement and make no representation that we have independently verified the accuracy, completeness, or fairness of any such statements. However, in our capacity as special counsel to the Developer, we reviewed those sections of the Preliminary Official Statement and the Official Statement described below and we participated in conferences with representatives of the Developer, the Underwriter, Jones Hall LLP, as Bond Counsel and Disclosure Counsel, Stradling Yocca Carlson & Rauth LLP, as Underwriter's Counsel, and others, during which conferences the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed. We have reviewed only the electronic versions of the Preliminary Official Statement and the Official Statement delivered to Robert M. Haight, Jr. (robert.haight@hkclaw.com) on _____, 2025 and _____, 2025, respectively, from _____ (the "**Official Electronic Versions**"), and we assume that any printed versions and all other electronic versions of the Preliminary Official Statement and the Official Statement are identical in all respects to the respective Official Electronic Versions. Our statements herein with respect to the Preliminary Official Statement and the Official Statement do not pertain to any printed or electronic versions of the Preliminary Official Statement or the Official Statement that are not identical in all respects to the respective Official Electronic Versions. We also reviewed certain written statements of officers and other representatives of the Developer and others as to the existence and consequence of certain factual and other matters.

Based on our participation, review, and reliance as described above, we advise you that no information came to the attention of the lawyers in our firm rendering legal services in connection with such representation that caused us to believe that the statements contained in the Preliminary Official Statement, as of its date (except as updated in the Official Statement), and the Official Statement, as of its date and as of the date hereof, relating to the Developer and its Affiliates (as defined in the Letter of Representations of Brookfield Sunset LLC, dated _____, 2025), the Developer's and its Affiliates' development plan for the Amoroso Ranch project, the Developer's and its Affiliates' financing plan, the Developer's and its Affiliates' lenders, if any, and contractual arrangements of the Developer or any Affiliate of the Developer (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) as set forth under the captions of the Preliminary Official Statement and the Official Statement entitled "THE AMORUSO RANCH DEVELOPMENT," "THE MASTER DEVELOPER," and "MERCHANT BUILDER INFORMATION" (but, under all captions, excluding any information cited as coming from a source other than the Developer or its Affiliates, and excluding any information regarding any appraisal, any absorption study, and market value ratio and annual special tax ratio, and except that no belief or view is expressed as to (a) any financial statements and other financial, statistical, economic, demographic, or engineering data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions, or expressions of opinion, or (b) any information about valuation, appraisals, market absorption, archaeological, or environmental matters), contained or contains any untrue statement of a material fact or omitted or omits a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. For purposes of this paragraph, "**attention**" refers to the conscious awareness of each of the lawyers in our firm who actively participated in rendering legal services in connection with such representation and "**believe**" refers to the actual, subjective, good faith belief of each of those lawyers. Please be advised that only Robert M. Haight, Jr. has rendered such legal services in connection with such representation.

We express no view or belief as to the applicability or effect on the subject transaction of the

securities laws of the State of California or of the United States of America, including but not limited to the Securities Act of 1933, as amended.

No attorney-client relationship has existed or exists between our firm and the City, the Community Facilities District, or the Underwriter in connection with the Bonds or by virtue of this letter. This letter is delivered as of the date hereof and is furnished solely for the benefit of the addressees in connection with the subject transaction and may not be relied upon for any other purpose or furnished to, used, circulated, quoted, or referred to by any other person without our prior written consent, except that this letter may be copied and distributed as part of a closing book of the bond transaction documents, provided that such distribution shall not expand in any way the permitted uses of this letter. This letter is not intended to, and may not, be relied upon by any owners of the Bonds.

Our engagement with respect to this matter has terminated as of the date hereof, and we do not undertake to advise you of any matters that may come to our attention subsequent to the date hereof that may affect the statements set forth herein.

This letter is limited to the matters expressly set forth herein, and no belief or assurance is implied or may be inferred beyond the matters expressly stated herein.

Sincerely yours,

HOLLAND & KNIGHT LLP



City Council Communication

Meeting Date: 10/15/2025
Item #: VIII.27
File #:
Item ID: 2025-673

Title:	Public Facilities Fee Update, Nexus Study Adoption, and Roseville Municipal Code Amendment
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

SUMMARY

This item has been continued to the November 19, 2025 City Council Meeting.

RECOMMENDATION

BACKGROUND

FISCAL IMPACT

ENVIRONMENTAL REVIEW

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,
Jeannine Thrash, Management Analyst

Scott Pettingell, Finance Director

ATTACHMENTS:

1. Resolution 25-329
2. Public Facility Fee Nexus Study 2025 updates
3. Ordinance

REVIEWERS:

Jeannine Thrash, Finance Department

Created/Initiated - 9/24/2025

Scott Pettingell, Finance Department - Budget	Approved - 9/26/2025
Gretchen Hakala, City Attorney Department	Approved - 9/30/2025
Katrina Six, City Clerk Department	Approved - 9/30/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/30/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/2/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/2/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/7/2025
Katrina Six, City Clerk Department	Final Approval - 10/7/2025

RESOLUTION NO. 25-329

ADOPTING THE 2025 PUBLIC FACILITIES IMPACT FEE NEXUS STUDY

WHEREAS, the Public Facilities Fee (PFF) is updated periodically to reflect changes in developable land, cost estimates, or outside funding sources; and

WHEREAS, the most recent major update to the PFF Program occurred in 2020, when the Public Facilities Impact Fee Nexus Study established the legal basis for the update; and

WHEREAS, since the last update, Roseville's continued growth has increased the demand for public facilities and the 2025 Public Facilities Impact Fee Nexus Study (2025 Nexus Study) proposes updates to the PFF Program; and

WHEREAS, an adjustment to the fee is recommended to reflect changes in the building program and rising construction costs needed to deliver the public facilities required to serve the community and also ensures compliance with the provisions of AB 602; and

WHEREAS, the 2025 Public Facilities Impact Fee Nexus Study has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said 2025 Public Facilities Impact Fee Nexus Study is hereby adopted.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Public Review Draft Report

Public Facilities Impact Fee Program Nexus Study— 2025 Update

The Economics of Land Use



Prepared for:
City of Roseville

Prepared by:
Economic & Planning Systems, Inc. (EPS)

*Economic & Planning Systems, Inc.
455 Capitol Mall, Suite 701
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax*

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

EPS #242059

September 2025

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1. Introduction and Executive Summary

This 2025 Public Facilities Impact Fee Program Update Nexus Study (2025 Nexus Study) provides the City of Roseville (City) with the necessary technical documentation to support the adoption of an updated Public Facilities Fee (PFF). The City originally adopted a PFF Program in 1991 and subsequently updated the program in 2003, 2007, 2015, and 2020.

The PFF Program funds new development's obligations to construct public facilities serving residents and employees in the City. Fee program-eligible public improvements include Police and Public Safety Facilities; General Public Facilities such as Civic Centers, Corporation Yards, and other basic infrastructure; and Community Facilities such as libraries, parks and recreation facilities, community centers, and cultural facilities.

This report provides the nexus findings and analysis and the associated calculations of the maximum supportable citywide fees that could be charged. The City may elect to adopt fees below the maximum supportable level based on economic or policy considerations. For example, the City may choose to reduce the fees in specific locations or on certain types of uses to encourage new development in underutilized areas or to promote certain residential densities. Such fee reductions would require either a reduction in the overall capital facilities standards or the identification of alternative sources of capital funding.

Purpose of This 2025 Nexus Study

As a development impact fee, the PFF can be charged only to new development and must be based on the impact of new development on public facilities infrastructure. The purpose of this 2025 Nexus Study is to update the nexus (or reasonable relationship) between new development that occurs in the City and the need for additional public facility improvements as a result of this new development. This PFF update is based on the standards identified in the City General Plan and the City's planned public facility amenities.

Authority

This study serves as the basis for requiring development impact fees under Assembly Bill (AB) 1600 legislation, as codified by the Mitigation Fee Act (California Government Code sections 66000 *et. seq.*). This section of the Mitigation Fee Act sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that a reasonable relationship, or nexus, must exist between a governmental exaction and the purpose of the condition.

Summary

As new development continues to occur in the City, additional public facilities will be required to serve future residents and employees. The public facility costs allocated to new development reflect the public facility improvements needed to accommodate future development. This 2025 Nexus Study computes future development's share of future public facility improvement costs based on planned facilities as determined by the City and calibrated by existing level-of-service standards. The PFF will not fund the construction of public facility improvements required to cure existing level-of-service deficiencies. Public facilities included in the PFF Program include the following general categories of facilities:

- General City and Public Safety Facilities, including civic centers, parking structures, and information technology infrastructure
- Community Facilities such as libraries, community centers, cultural facilities, parks, and recreational facilities

Table 1-1 summarizes the maximum justifiable PFF by cost component and land use category by square foot ranges for residential development and by building square foota for commercial development for this 2025 Nexus Study. **Table 1-2** compares the total proposed PFF to the current PFF for each cost component. In total, the proposed fee ranges from approximately 22 to 85 percent greater than the current fee, depending on the land use.

In response to the provisions of AB 602, the PFF Fee has been updated to reflect a cost allocation methodology that calculates the fee by dwelling unit sizes.

In 2023, South Placer Regional Transportation Authority (SPRTA) staff, representatives from each member agency, and a consultant team started a process to update the SPRTA travel demand model (TDM) as well as the Tier I and II Regional Impact Fee programs. In January 2024, SPRTA updated the SPRTA Tier I fee, pursuant to the requirements of the Mitigation Fee Act, including the new method of computing fees for residential land uses based on requirements mandated by AB-602 and SB-13, which went into effect in 2022. With the guidance of City Staff and stakeholders, the PFF study has adopted the same square foot ranges to calculate residential fees proportionately to the square footage of the dwelling units.

Table 1-1 Summary of Proposed Fee Rates

Land Use	Proposed Fees				Total Proposed Fee
	General City and Public Safety Facilities	Parks, Recreation, and Libraries	Subtotal	Administration (2%)	
Residential	<i>Per Unit</i>				
Residential					
<1,500 sq. ft.	\$1,873	\$3,095	\$4,968	\$99	\$5,067
1,500 to 2,500 sq. ft.	\$2,322	\$3,836	\$6,158	\$123	\$6,281
2,500 to 3,500 sq. ft.	\$2,516	\$4,156	\$6,672	\$133	\$6,805
>3,500 sq. ft.	\$2,656	\$4,388	\$7,044	\$141	\$7,185
Age-Restricted					
<1,500 sq. ft.	\$1,275	\$2,107	\$3,382	\$68	\$3,450
1,500 to 2,500 sq. ft.	\$1,583	\$2,616	\$4,199	\$84	\$4,283
2,500 to 3,500 sq. ft.	\$1,715	\$2,834	\$4,549	\$91	\$4,640
>3,500 sq. ft.	\$1,759	\$2,906	\$4,665	\$93	\$4,758
Multifamily					
<1,500 sq. ft.	\$1,264	\$2,089	\$3,353	\$67	\$3,420
1,500 to 2,500 sq. ft.	\$1,567	\$2,589	\$4,156	\$83	\$4,239
2,500 to 3,500 sq. ft.	\$1,697	\$2,804	\$4,501	\$90	\$4,591
>3,500 sq. ft.	\$1,792	\$2,961	\$4,753	\$95	\$4,848
Multifamily Age-Restricted					
<1,500 sq. ft.	\$880	\$1,453	\$2,333	\$47	\$2,380
1,500 to 2,500 sq. ft.	\$1,068	\$1,765	\$2,833	\$57	\$2,890
2,500 to 3,500 sq. ft.	\$1,157	\$1,912	\$3,069	\$61	\$3,130
>3,500 sq. ft.	\$1,187	\$1,961	\$3,148	\$63	\$3,211
Nonresidential	<i>Per Bldg. Sq. Ft.</i>				
Commercial					
Neighborhood Commercial	\$0.59	\$0.47	\$1.06	\$0.02	\$1.08
Community Commercial	\$0.59	\$0.47	\$1.06	\$0.02	\$1.08
Regional Commercial	\$0.59	\$0.47	\$1.06	\$0.02	\$1.08
Business Professional	\$0.79	\$0.63	\$1.42	\$0.03	\$1.45
Central Business District	\$0.79	\$0.63	\$1.42	\$0.03	\$1.45
Industrial					
Light Industrial	\$0.40	\$0.31	\$0.71	\$0.01	\$0.72
General Industrial	\$0.24	\$0.19	\$0.43	\$0.01	\$0.44

Source: City of Roseville and EPS

Table 1-2 Public Facilities Fee Comparison by Component - Excluding Administration

Land Use	2024 Current Fee (excluding 2% admin.)			Proposed Fee (excluding 2% admin.)			Difference [1]			Percentage Difference		
	General City and Public Safety Fac.	Parks, Recreation, and Libraries	Total (eff. July 1, 2025)	General City and Public Safety Fac.	Parks, Recreation, and Libraries	Total	General City and Public Safety Fac.	Parks, Recreation, and Libraries	Total	General City and Public Safety Fac.	Parks, Recreation, and Libraries	Total
Residential												
	<i>Per Unit</i>											
Residential												
<1,500 sq. ft.				\$1,873	\$3,095	\$4,968	(\$181)	\$1,186	\$1,005	(8.8%)	62.1%	25.4%
1,500 to 2,500 sq. ft.	\$2,054	\$1,909	\$3,963	\$2,322	\$3,836	\$6,158	\$268	\$1,927	\$2,195	13.0%	101.0%	55.4%
2,500 to 3,500 sq. ft.				\$2,516	\$4,156	\$6,672	\$462	\$2,247	\$2,709	22.5%	117.7%	68.4%
>3,500 sq. ft.				\$2,656	\$4,388	\$7,044	\$602	\$2,479	\$3,081	29.3%	129.9%	77.7%
Age-Restricted												
<1,500 sq. ft.				\$1,275	\$2,107	\$3,382	(\$94)	\$835	\$741	(6.8%)	65.6%	28.1%
1,500 to 2,500 sq. ft.	\$1,369	\$1,272	\$2,641	\$1,583	\$2,616	\$4,199	\$214	\$1,344	\$1,558	15.7%	105.6%	59.0%
2,500 to 3,500 sq. ft.				\$1,715	\$2,834	\$4,549	\$346	\$1,562	\$1,908	25.3%	122.7%	72.2%
>3,500 sq. ft.				\$1,759	\$2,906	\$4,665	\$390	\$1,634	\$2,024	28.5%	128.4%	76.6%
Multifamily												
<1,500 sq. ft.				\$1,264	\$2,089	\$3,353	(\$105)	\$817	\$712	(7.6%)	64.2%	27.0%
1,500 to 2,500 sq. ft.	\$1,369	\$1,272	\$2,641	\$1,567	\$2,589	\$4,156	\$198	\$1,317	\$1,515	14.5%	103.5%	57.4%
2,500 to 3,500 sq. ft.				\$1,697	\$2,804	\$4,501	\$328	\$1,532	\$1,860	24.0%	120.4%	70.4%
>3,500 sq. ft.				\$1,792	\$2,961	\$4,753	\$423	\$1,689	\$2,112	30.9%	132.7%	80.0%
Multifamily Age-Restricted												
<1,500 sq. ft.				\$880	\$1,453	\$2,333	(\$489)	\$181	(\$308)	(35.7%)	14.2%	(11.7%)
1,500 to 2,500 sq. ft.	\$1,141	\$1,060	\$2,201	\$1,068	\$1,765	\$2,833	(\$301)	\$493	\$192	(22.0%)	38.7%	7.3%
2,500 to 3,500 sq. ft.				\$1,157	\$1,912	\$3,069	(\$212)	\$640	\$428	(15.5%)	50.3%	16.2%
>3,500 sq. ft.				\$1,187	\$1,961	\$3,148	(\$182)	\$689	\$507	(13.3%)	54.1%	19.2%
Nonresidential												
	<i>Per Bldg. Sq. Ft.</i>											
Commercial												
Neighborhood Commercial	\$0.51	\$0.23	\$0.74	\$0.59	\$0.47	\$1.06	\$0.08	\$0.24	\$0.32	15.2%	106.4%	43.2%
Community Commercial	\$0.51	\$0.23	\$0.74	\$0.59	\$0.47	\$1.06	\$0.08	\$0.24	\$0.32	15.2%	106.4%	43.2%
Regional Commercial	\$0.51	\$0.23	\$0.74	\$0.59	\$0.47	\$1.06	\$0.08	\$0.24	\$0.32	15.2%	106.4%	43.2%
Business Professional	\$0.69	\$0.31	\$1.00	\$0.79	\$0.63	\$1.42	\$0.10	\$0.32	\$0.42	14.6%	103.0%	42.0%
Central Business District	\$0.69	\$0.31	\$1.00	\$0.79	\$0.63	\$1.42	\$0.10	\$0.32	\$0.42	14.6%	103.0%	42.0%
Industrial												
Light Industrial	\$0.34	\$0.15	\$0.49	\$0.40	\$0.31	\$0.71	\$0.06	\$0.16	\$0.22	17.0%	109.3%	44.9%
General Industrial	\$0.21	\$0.09	\$0.30	\$0.24	\$0.19	\$0.43	\$0.03	\$0.10	\$0.13	14.3%	104.6%	42.1%

fee comp2

Source: City of Roseville and EPS

[1] Total difference may not exactly equal proposed fee less current fee because of rounding.

Land Use Assumptions

The future land uses used in this study represent the growth the City is anticipated to experience through buildout of the General Plan in 2035. Future development projections are estimated as buildout development less existing development, with some adjustments to account for anticipated lower levels of development in some areas of the City than specified in the General Plan. The buildout development is based on the allocated development specified in the General Plan for each of the City's 16 plan areas (14 Specific Plan Areas and 2 Planning Areas). The estimated existing development is based on building permit data from the City.

PFF Facilities Costs, Fee Calculation, and Cost Allocation

This 2025 Nexus Study provides detail regarding facility requirements based on the fee methodology described above. Based on the future facility requirements and unit cost estimates as determined by EPS and the City, total facility costs and the proportion of the costs attributable to future development are calculated.

Costs are allocated to future development based on the benefit derived from the public facility improvement by land use category for each fee component. This study uses a persons-served cost allocation methodology to apportion public facility costs in accordance with the benefit received by land use category. PFF facility requirements, the associated costs, cost allocation, and fee calculations are discussed in more detail in the chapters to follow.

Updates in the 2025 Program

This 2025 Nexus Study updates the 2020 Public Facilities Impact Fee Nexus Study (2020 Nexus Study) with the following information and revisions:

- Updated existing and future facility improvements and associated cost assumptions.
- Updated land use assumptions for existing and future development.
- Updated fee calculations based on a housing development project's proportionately to the square footage of proposed units of the project.

Nexus Study Requirements

California Government Code 66000

The purpose of a Nexus Study is to establish the legally required nexus (or reasonable relationship) between projected new residential and nonresidential development and the capital facilities that will be required to serve that new development.

As briefly described in the previous section, the nexus requirements for imposing development impact fees were established under AB 1600 legislation, as codified by the Mitigation Fee Act (the Act; California Government Code section 66000 and following). The Act sets forth the procedural requirements for establishing and collecting development impact fees. The procedures require that a “reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition.”¹ Specifically, each local agency imposing a fee must:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee’s use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility is attributable to the development on which the fee is imposed.

Assembly Bill 602

In addition, in 2021, AB 602 amended the requirements that would apply to new or updated impact fees by creating a “standards and practices” section to the Act, codified as Government Code Section 66016.5. This section is both declaratory of previously existing law and has added certain new requirements. A new provision that pertains to this report requires that a nexus study “shall calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development” [66016.5(a)(5)(A)], and “large jurisdictions shall adopt a capital improvement plan as a part of the nexus study” [66016.5(a)(6)].

Water and sewer systems are specifically exempt from the requirements of Section 66016.5. An exemption to the square footage allocation method may be made for other backbone infrastructure if the nexus study makes the following three findings:

- An explanation as to why square footage is not an appropriate metric to calculate fees imposed on a housing development project.

¹ *Public Needs & Private Dollars*; William Abbott, Marian E. Moe, and Marilee Hanson, page 109.

- An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.
- That other policies in the fee structure support smaller developments or otherwise ensure that smaller developments are not charged disproportionate fees.

Section 66016.5 [66016.5(a)(5)(C)] also states that the square footage allocation method “does not prohibit an agency from establishing different fees for different types of developments.”

In response to these provisions of AB 602, this Nexus Study Update provides findings that justify the use of the residential fee land uses summarized above for the various fee components. **Chapter 6** details all required nexus findings.

Organization of Report

This report is divided into 6 chapters including this **Introduction and Executive Summary**:

- **Chapter 2** describes the fee update methodology, land uses, and future development analyzed in this report.
- **Chapter 3** describes the facility requirements and estimated facility costs.
- **Chapter 4** details the cost allocation methodology and calculation of the maximum justifiable fee for the PFF Program.
- **Chapter 5** describes how the PFF Program will be implemented.
- **Chapter 6** presents the nexus findings for the PFF Program.

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2. Fee Update Method, Land Use, and Service Population Assumptions

This chapter outlines the major assumptions used in this 2025 Nexus Study, including an overview of the fee update and cost allocation methodologies, land use assumptions for existing and future development, and population and employment growth calculations.

Fee Update Method

Development impact fees must be related to the demand for facilities generated by new development. As outlined in the previous chapter, several findings regarding the demand and need for new facilities generated by new land uses are required to levy a fee on future development. The fee imposed must demonstrate rough proportionality to the demand generated, or benefit received by each land use category on which the fee is imposed.

Several methods exist to determine impact fees for new development. This 2025 Nexus Study relies on a plan-based fee method to establish the relationship between costs and updated PFF. The plan-based fee method determines planned facilities based on a facility master plan that identifies facilities designed to serve a defined geographic area or specific service population. Planned facilities are determined based on an evaluation of the adequacy of existing facilities, location, and type of projected future development, additional demand to be generated, and facility improvements required to create sufficient capacity to meet demand. The City has identified a specific set of public facility needs, as well as new development's proportionate share of those needs, further details can be found in Appendix B: PFF Capital Improvement Program. Because this nexus study utilizes the plan based approach and PFF costs are only being allocated to future development this study does not quantify the existing levels of service.

Cost Allocation Methodology

This 2025 Nexus Study employs a persons-served cost allocation methodology to apportion costs amongst the various land use categories based on each land use category's proportionate benefit from each facility type.

Under the persons-served cost allocation methodology, public facility costs are allocated based on the City's existing and future residential and employee populations. To comply with the requirements in AB 602, the residential land use categories are based on ranges of unit square feet and on nonresidential land uses in accordance with the number of employees per 1,000 building square feet.

An adjustment factor is applied to the employee population to account for varying demand characteristics of nonresidential land uses as compared to residential land uses.

Land Use Assumptions

Working with the City Development Services Department, EPS established the existing, future, and 2035 General Plan buildout land use assumptions documented in **Table 2-1. Appendix A** offers a detailed description of the basis for these land use assumptions, discussed in summary form below.

Existing development estimates, current as of January 2025, were created based on building permit data provided by the City. Buildout land use assumptions were derived based on City analysis of development capacity by development area and land use allocation data by development area from the City's General Plan, as well as a review of relevant Specific Plan data and land use plans. Projected future development was derived based on the difference between projected buildout and current development levels and reflects development anticipated to occur within the fee program planning horizon period of 2025 to 2035.

As shown in **Table 2-1**, the City is projected to add approximately 14,700 dwelling units between 2025 and 2035. Residential land uses include the following land use categories:

- Residential
 - <1,500 sq. ft. Residential
 - 1,500 to 2,500 sq. ft. Residential
 - 2,500 to 3,500 sq. ft. Residential
 - >3,500 sq. ft. Residential
- Age-Restricted
 - <1,500 sq. ft. Age-Restricted
 - 1,500 to 2,500 sq. ft. Age-Restricted
 - 2,500 to 3,500 sq. ft. Age-Restricted
 - >3,500 sq. ft. Age-Restricted
- Multifamily
 - <1,500 sq. ft. Residential
 - 1,500 to 2,500 sq. ft. Residential
 - 2,500 to 3,500 sq. ft. Residential
 - >3,500 sq. ft. Residential
- Multifamily Age-Restricted
 - <1,500 sq. ft. Residential
 - 1,500 to 2,500 sq. ft. Residential
 - 2,500 to 3,500 sq. ft. Residential
 - >3,500 sq. ft. Residential

Table 2-1 Existing and Projected Development

Land Use	Dwelling Units / Building Square Feet		
	Existing	Future [1]	Buildout
Residential			
Source	City of Roseville		
Residential	dwelling units		
Low Density	39,522	2,820	42,342
Medium Density	8,727	2,681	11,408
High Density	10,789	9,213	20,002
Subtotal Residential	59,038	14,714	73,752
Age-Restricted	3,210	-	3,210
Total Residential	62,248	14,714	76,962
Nonresidential			
Source	Table A-6	Table A-7	
Commercial	bldg. sq. ft.		
Neighborhood Commercial	128,125	207,681	335,806
Community Commercial	11,685,023	2,693,625	14,378,648
Regional Commercial	4,577,369	680,196	5,257,565
Business Professional	8,302,191	3,042,711	11,344,902
Central Business District	959,444	1,236,193	2,195,637
Subtotal Commercial	25,652,152	7,860,406	33,512,558
Industrial			
Light Industrial	7,983,868	3,576,384	11,560,252
General Industrial	4,054,299	4,522,652	8,576,951
Subtotal Industrial	12,038,167	8,099,036	20,137,203
Total Nonresidential	37,690,319	15,959,442	53,649,761

Source: City of Roseville and EPS

[1] Future units estimated as buildout units less existing units.

Future nonresidential development consists of approximately 7.8 million square feet of commercial development and 8.1 million square feet of industrial development, for a total of 16.0 million square feet from 2025 through 2035. The categories of commercial and industrial development are listed below:

- Commercial
 - Neighborhood Commercial
 - Community Commercial
 - Regional Commercial
 - Business Professional
 - Central Business District
- Industrial
 - Light Industrial
 - General Industrial

All impact fees have been calculated per residential dwelling unit and per nonresidential building square foot, based on the population and employment densities discussed in the section to follow.

Population and Employment Assumptions

PFF Program costs are allocated in accordance with the population or employees generated by each of the various land use categories discussed above. EPS estimated the existing population via a review of California Department of Finance population data. For each residential category, future population was estimated by applying persons-per-household assumptions to estimated future development. The persons-per-household data was obtained from the U.S. Census Bureau's American Housing Survey. As shown in **Table 2-2**, the estimated current City population is roughly 154,000 residents. Future residential development is anticipated to generate an additional 35,000 residents, for a total residential population at General Plan buildout of roughly 189,000.

Existing and future employees were estimated by applying standard square feet per employee assumptions to each nonresidential land use category, as shown in **Table 2-2**. EPS and the City estimate that based on the existing nonresidential land use distribution and United States Census Bureau data, the current employee population totals approximately 89,000 employees. New nonresidential development will create an estimated 34,000 permanent jobs, generating a buildout General Plan employee population of approximately 123,000 employees.

Residential Estimates and Projections

This section details the methodology for estimating existing and projecting new residential development and population by residential land use through buildout.

Existing Estimates

The estimated existing dwelling units in the City reflect data provided by the City's Development Services Department. The estimated total population in the City reflect data provided by the California Department of Finance (DOF) estimates for Roseville as of January 1, 2024, the most recent DOF data available. The DOF reports population in total only, so a breakdown by single-family, multifamily, and age-restricted units is not available and is not shown in **Table 2-2**.

Projections Through Buildout

The remaining development and population projections through buildout are shown in **Table 2-1** and **Table 2-2** in the "Future" columns. Note that these projections for new development in the City are used in the fee calculations.

Development

The projected new residential dwelling units through buildout are the estimated remaining dwelling units in the current City limits based on data provided by the City's Development Services Department. The projections were derived from a variety of sources, including City staff, the General Plan, and respective specific area plans.

Population

For each land use, the population is estimated as the projected number of new dwelling units through City buildout multiplied by the estimated persons per household (PPH). The PPH factors vary for single-family and age-restricted units and were derived from the City's Fiscal Year 2025-2026 Budget and sourced from ESRI and the US Census Bureau American Community Survey (ACS) data for the City.

Total Projections

The total projected dwelling units and population in the City at buildout are calculated as the sum of the estimated existing and new units and population, respectively. In total, it is projected that the City will have approximately 77,000 dwelling units and a population of 190,000 after buildout. The existing dwelling units and population estimates account for just over 80 percent of these totals.

Nonresidential Estimates and Projections

This section details the methodology for estimating existing and projecting new nonresidential development and employees by nonresidential land use through buildout. The development estimates and projections shown in **Table 2-1** are further detailed in **Tables A-6** through **A-10**.

Existing Estimates

City staff provided existing nonresidential building square feet by nonresidential land use. Total existing employees were derived based on dividing existing building square feet by an estimate of the average building square feet per employee by commercial land use. These estimates were used to estimate the total number of employees through 2024 and is shown in **Table 2-1**.

Projections Through Buildout

The nonresidential development and employee projections through buildout are shown in **Table 2-1** in the “Future” columns. Note that these projections for new development in the City are used in the fee calculations.

Development

The projected new nonresidential building square feet by land use through buildout are a combination of the estimated remaining building square feet in the current City. The projections were derived from subtracting the existing building square footage from the total building square footage at buildout. The projections are based on the remaining nonresidential acres by land use in the City. For each nonresidential development type, a floor area ratio (FAR) is applied to the remaining acres to estimate remaining building square feet.

Table A-6 summarizes the existing nonresidential square feet in the City by land use. **Tables A-7** through **A-10** provide the backup detail for future building sq. ft. plus any adjustments made to account for anticipated reduced levels of development as described in further detail in **Appendix A**.

Employees

For each nonresidential land use, the employees are estimated as the projected number of new building square feet through City buildout divided by an estimate of building square feet per employee. The building square feet per employee factors vary by nonresidential land use and are based on industry standards and the 2020 Nexus Study.

Total Projections

The total projected nonresidential building square feet and employees in the City after buildout are calculated as the sum of the estimated existing and new building square feet and employees, respectively. In total, it is projected that the City will have approximately 53.6 million nonresidential building square feet and 123,000 employees after buildout. The existing nonresidential development and employee estimates account for approximately 70 and 73 percent of this total respectively.

Table 2-2 Estimated Population/Employees

Land Use	PPH Factor [1]	PPH/ Sq. Ft. per Emp. [2]	Dwelling Units / Square Feet			Population / Employees		
			Existing	Future	Buildout	Existing [3]	Future	Buildout
Residential		PPH	Dwelling Units			Residents		
Single Family Residential								
<1,500 sq. ft.	0.81	2.13	10,789	9,213	20,002	-	19,624	19,624
1,500 to 2,500 sq. ft. [4]	1.00	2.64	8,727	2,681	11,408	-	7,078	7,078
2,500 to 3,500 sq. ft.	1.08	2.86	39,522	2,820	42,342	-	8,065	8,065
>3,500 sq. ft.	1.14	3.02	-	-	-	-	-	-
Subtotal Residential			59,038	14,714	73,752	-	34,767	34,767
Age-Restricted								
<1,500 sq. ft.	0.81	1.45	3,110	-	3,110	-	-	-
1,500 to 2,500 sq. ft. [5]	1.00	1.80	100	-	100	-	-	-
2,500 to 3,500 sq. ft.	1.08	1.95	-	-	-	-	-	-
>3,500 sq. ft.	1.11	2.00	-	-	-	-	-	-
Subtotal Age-Restricted			3,210	-	3,210	-	-	-
Subtotal Residential [3]			62,248	14,714	76,962	154,329	34,767	189,096
Nonresidential		Sq. Ft. per Emp.	Building Square Feet			Employees		
Commercial								
Neighborhood Commercial		400	128,125	207,681	335,806	320	519	839
Community Commercial		400	11,685,023	2,693,625	14,378,648	29,213	6,734	35,947
Regional Commercial		400	4,577,369	680,196	5,257,565	11,443	1,700	13,143
Business Professional		300	8,302,191	3,042,711	11,344,902	27,674	10,142	37,816
Central Business District		300	959,444	1,236,193	2,195,637	3,198	4,121	7,319
Subtotal Commercial			25,652,152	7,860,406	33,512,558	71,848	23,216	95,064
Industrial								
Light Industrial		600	7,983,868	3,576,384	11,560,252	13,306	5,961	19,267
General Industrial		1,000	4,054,299	4,522,652	8,576,951	4,054	4,523	8,577
Subtotal Industrial			12,038,167	8,099,036	20,137,203	17,360	10,484	27,844
Subtotal Nonresidential			37,690,319	15,959,442	53,649,761	89,208	33,700	122,908
Total All Land Uses						243,537	68,467	312,004

Source: City of Roseville, EPS, and California Department of Finance (DOF)

[1] PPH factors are based on the average person's per household based on the national average of persons per household by dwelling unit size category from the 2023 American Housing Survey. See Table A-1 for additional detail.

[2] Persons per Household is 2.64 as cited in the City's FY 2025-26 budget and is sourced from ESRI and the U.S. Census Bureau.

[3] Existing population equals January 1, 2024 household population from CA DOF. Existing PPH assumptions applied to future dwelling units to derive future population. A breakdown of existing population by unit type is not available from CA DOF. Total buildout population is calculated as total existing population plus total future population. Development Impact Fees are based on net new population.

[4] Assumed to be the average unit size. DOF PPH factors were based on 1,500-2,500 sq. ft. units.

[5] Previous study established 1.8 PPH in single family age-restricted housing. This analysis assumes the same factor as the previous study.

Residential Demographic Information by Dwelling Unit Size

Persons per Household Factors by Residential Unit Size Ranges

As discussed in **Chapter 1**, in response to the provisions of AB 602, the single-family and multifamily fees charged by dwelling unit square foot range. These fee components and fee categories by square foot range are summarized below. Note that single-family and multifamily development will each have the same fee categories. The square foot ranges were aligned between single-family and multifamily units based on available data and to simplify fee administration.

Single-Family, Multifamily, Single Family Age-Restricted, and Multifamily Age-Restricted Categories

- <1,500 sq. ft. Residential
- 1,500 to 2,500 sq. ft. Residential
- 2,500 to 3,500 sq. ft. Residential
- >3,500 sq. ft. Residential

Persons per Household are used in cost allocations needed to establish the PFF fees. Because each of these fee components will have fees that are charged by dwelling unit square foot range, persons per household must be established for the single-family, age-restricted and multifamily square foot ranges summarized above. The methods for estimating the persons per household by square foot range are detailed below.

Persons per Household by Square Foot Range

Table 2-2 summarizes the calculation of the single-family and multifamily PPH by residential square foot range. The methodology for estimating the single-family and multifamily PPH by square foot range is outlined in the steps below:

1. Compile 2023 AHS national data on PPH by square foot range for all occupied units. **Table A-1** summarizes the following data needed to calculate the PPH by square foot range:
 - Number of households surveyed by number of persons per household (1 to 7 PPH) for each fee category square foot range.
 - Resulting total number of units and persons per square foot range.
 - Average national PPH for each square foot range, calculated as total persons divided by total units surveyed.
 - Average PPH adjustment factor for each square foot range, calculated as average PPH for the square foot range divided by PPH for the 1,500 to 2,500 square foot range.

2. Using the PPH adjustment factors from step 1, estimate PPH by fee category square foot range for single family and age-restricted units as shown in **Table 2-2**. This table includes the following pertinent information:
 - PPH adjustment factor for each square foot range from step 1.
 - Average PPH (2.64) and age-restricted PPH (1.8) by unit size. Recall the average persons per household in Roseville is 2.64 and is based on the City’s FY 2025-2026 Budget documents.
 - PPH factor for each single-family square foot range, calculated as the average single-family PPH (2.64) multiplied by the PPH adjustment factor for the range.
 - PPH factor for each age-restricted square foot range, calculated as the average age-restricted PPH (1.8) multiplied by the PPH adjustment factor for the range, with a maximum PPH for age-restricted set at 2.

Tables A-3 through A-5 detail the calculation of the multifamily PPH and multifamily age-restricted PPH by residential square foot range. The methodology for estimating the multifamily and multifamily age-restricted PPH is outlined below:

3. Compile 2023 AHS national data on PPH by square foot range for single family and multifamily units. **Table A-4** summarizes the following data needed to calculate the PPH by square foot range:
 - Number of households surveyed by number of persons per household (1 to 7 PPH) for each fee category, single family and multi-family.
 - Resulting total number of units and persons per square foot range.
 - Average national PPH calculated as total persons divided by total units surveyed.
 - Adjustment factor for multifamily units calculated as dividing the average PPH for multifamily units by the average PPH for single family units.
4. Using the PPH adjustment factor from step 3, estimate average PPH for multifamily age-restricted units. **Table A-5** summarizes the following data needed to calculate the PPH for multifamily age-restricted units.
 - PPH adjustment factor for multifamily units step 1.
 - Average age-restricted PPH (1.8) in single family age-restricted units.
 - Multifamily age-restricted PPH, calculated as the average single-family PPH (1.8) multiplied by the PPH multifamily adjustment factor from step 3.

Service Population Estimates

Table 2-3 provides the service population estimates used as the basis to allocate PFF Program costs. Service population estimates apply an adjustment factor to total employees to reflect their lower demand for public facilities as compared to residents. This study uses two service population estimates for purposes of cost allocation:

General City and Public Safety Facilities. These facilities include all facilities in the PFF Program excluding parks, recreation, and library facilities. The service population is derived assuming an employee weighting factor of 0.27, meaning that an employee generates roughly 27 percent of the demand generated by a resident. As detailed in **Table 2-3**, this estimate is derived based on the estimated proportionate time spent in the jurisdiction by an employee relative to a resident.

Parks, Recreation, and Library Facilities. Because the users of these facilities predominantly originate from residential uses, the employee weighting factor used to derive the service population for these facilities was reduced by 50 percent. For these facilities, the report is based on the assumption that an employee is equivalent to 0.13 residents.

For each of these service population estimates, **Table 2-3** includes the percentage of the total service population at buildout that is attributable to existing and future development. For General City and Public Safety Facilities, approximately 80 percent of the buildout service population is attributable to existing development, and 20 percent is attributable to future development. For Parks, Recreation, and Libraries, approximately 81 percent of the buildout service population is attributable to existing development, and 19 percent is attributable to future development.

Table 2-3 Estimated Persons Served

Item	Persons Served Factor [1]	Persons Served		
		Existing	Future	Buildout
Population/Employees				
Residential Population		154,329	34,767	189,096
Nonresidential Employees		89,208	33,700	122,908
Persons Served - General City and Public Safety Facilities				
Residential	1.00	154,329	34,767	189,096
Nonresidential	0.27	24,086	9,099	33,185
Total		178,415	43,866	222,281
Percentage of Total (Rounded)		80%	20%	100%
Persons Served - Parks, Recreation, and Libraries				
Residential	1.00	154,329	34,767	189,096
Nonresidential	0.13	11,597	4,381	15,978
Total		165,926	39,148	205,074
Percentage of Total (Rounded)		81%	19%	100%

Source: City of Roseville and EPS

[1] Persons served are based on the relative amount of time spent in the City and relative benefit received by residents and employees from public facilities, as detailed below:

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3. Planned Public Facilities

As summarized in the previous chapter, the PFF-funded public facilities are classified into two categories for the purposes of establishing the PFF, as summarized below:

- **General City and Public Safety Facilities**

- General City Facilities such as civic centers, corporation yards, parking structures, and other basic infrastructure.
- Police and Public Safety Facilities.

- **Parks, Recreation, and Library Facilities**

This chapter presents a list of City public facilities required to serve new development and are based on City staff estimates of public facilities needed to serve projected new residents and employees.

Planned Public Facilities Costs and Funding

As the City continues to grow, City staff anticipates that additional public facilities will be required to serve new residents, businesses, and employees at similar levels currently provided to existing residents and employees. The City provided an inventory of planned public facility amenities to be funded all or in part by the PFF Program.

Table 3-1 summarizes the net cost of the PFF-funded improvements by fee component. For each of the two fee components, the net cost is calculated as the PFF-funded improvement cost less the existing fund balance. The existing fund balance is distributed to each of the fee components based on the relative PFF-funded cost of each component and is included on **Table 3-1**.

Table 3-2 summarizes the total estimated cost of each public facility, new development's share of that cost included in the fee program, and other funding sources that have been identified either to fund existing development's share of the costs or to reduce future development's cost share. See **Table 3-3** for additional details on other funding sources.

The net cost of planned public facilities attributable to future development and included in the PFF Program total approximately \$121.1 million (see **Table 3-1**). This cost estimate takes into account existing development's share of total costs, other available funding sources, and application of the existing fund balance to offset PFF Program costs.

Table 3-1 PFF Fund Balance Distribution

Item	PFF-Funded Improvement Cost [1]	Available Fund Balance [2]	Total
General City and Public Safety Facilities	\$56,573,484	(\$17,991,295)	\$38,582,189
PR&L Development Projects	\$64,524,384	(\$7,637,296)	\$56,887,089
Total PFF Funded Cost	\$121,097,869	(\$25,628,591)	\$95,469,278

Source: City of Roseville and EPS

[1] See Table 3-2.

[2] See Table B-3 for additional details regarding current fund balances.

Table 3-2 Public Facilities Costs and Funding Sources Summary

	Improvement Cost			
Facility	Total Cost	% New Development [1]	PFF Funded	Other Funding
Remaining Public Facilities				
Downtown Development Projects				
316 Vernon Street - Interfund Loan Repayment [2] [3]	\$1,236,194	100.0%	\$1,236,194	\$0
316 Vernon Street - Debt Service [2] [3]	\$3,812,081	100.0%	\$3,812,081	\$0
Oak Street Parking Garage - Interfund Loan Repayment [2] [3]	\$364,746	100.0%	\$364,746	\$0
Historic Old Town Parking Structure	\$26,500,000	54.1%	\$14,344,729	\$12,155,271
Subtotal	\$31,913,021		\$19,757,751	\$12,155,271
Public Safety Facilities				
Public Safety Expansion [4]	\$43,274,213	70.3%	\$30,413,333	\$12,860,880
Animal Control Facility Phase 2	\$12,000,000	50.0%	\$6,000,000	\$6,000,000
Subtotal	\$55,274,213		\$36,413,333	\$18,860,880
IT Projects				
East Site Communication Tower	\$2,965,306	n/a	\$402,401	\$2,562,905
Subtotal	\$2,965,306		\$402,401	\$2,562,905
Total Planned General City and Public Safety Facilities	\$90,152,540		\$56,573,484	\$33,579,056
PR&L Development Projects [5]				
Pistachio Regional Park [6]	\$132,209,440	35.0%	\$46,273,304	\$85,936,136
Splash Pad and Playground at Pistachio Regional Park	\$2,496,946	35.0%	\$873,931	\$1,623,015
West Roseville Skate Park	\$6,609,962	22.2%	\$1,465,441	\$5,144,521
Universally Accessible and Destination Playgrounds	\$3,400,000	35.0%	\$1,190,000	\$2,210,000
Citywide Park	\$94,003,300	15.7%	\$14,721,708	\$79,281,592
Total PR&L Development Projects	\$238,719,648		\$64,524,384	\$174,195,264
Total Planned Public Facilities	\$328,872,188		\$121,097,869	\$207,774,319

Source: City of Roseville and EPS

[1] Costs attributable to new development are equal to the percentage allocation from the 2020 Nexus Study Update unless otherwise indicated.

[2] See Table 3-4 for details on remaining debt service payments.

[3] 316 Vernon Street and the Oak Street Parking Garage are completed projects. Costs listed here are equal to the total construction costs and do not include interest payments as a result of paid, and remaining, debt service payments.

[4] See Table B-1 for detailed information on the breakdown in cost allocation for the public safety expansion.

[5] PFF Funded Costs are based on future persons served as percentage of total persons served. See Table B-2 for detailed cost allocation and Table 2-3 for service population estimates.

[6] Pistachio Park includes the following facilities: West Roseville Community Center & Library, BMX, Pickleball Complex, and Parking.

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Table 3-3 Planned Public Facilities Costs And Funding Sources

Facility					Other Funding Sources				
	Total Cost	% New Development [1]	PFF Funded [2]	Other Funding	Existing Development [2]	WRSP City-wide Park Fund	SVSP City-wide Park Fund	Strategic Improvement Fund	Other Funding [3]
General City and Public Safety Facilities									
Downtown Development Projects									
316 Vernon Street - Interfund Loan Repayment [4]	\$1,236,194	100%	\$1,236,194	-	-	-	-	-	-
316 Vernon Street - Debt Service [4]	\$3,812,081	100%	\$3,812,081	-	-	-	-	-	-
Oak Street Parking Garage - Interfund Loan Repayment [4]	\$364,746	100%	\$364,746	-	-	-	-	-	-
Historic Old Town/Amtrak Parking Lot and Structure [5]	\$26,500,000	54%	\$14,344,729	\$12,155,271	\$12,155,271	-	-	-	-
Subtotal	\$31,913,021		\$19,757,751	\$12,155,271	\$12,155,271	-	-	-	-
Public Safety Facilities									
Police Department Expansion & Alterations [6]	\$43,274,213	70%	\$30,413,333	\$12,860,880	\$12,860,880	-	-	-	-
Animal Control Facility Phase 2	\$12,000,000	50%	\$6,000,000	\$6,000,000	-	-	-	-	\$6,000,000
Subtotal	\$55,274,213		\$36,413,333	\$18,860,880	\$12,860,880	-	-	-	\$6,000,000
IT Projects									
East Site Communication Tower	\$2,965,306	n/a	\$402,401	\$2,562,905	-	-	-	\$1,513,414	\$1,049,491
Subtotal	\$2,965,306		\$402,401	\$2,562,905	-	-	-	\$1,513,414	\$1,049,491
Total Planned General City and Public Safety Facilities	\$90,152,540		\$56,573,484	\$33,579,056	\$25,016,151	-	-	\$1,513,414	\$7,049,491
PR&L Development Projects									
Pistachio Regional Park [7]	\$132,209,440 	35%	\$46,273,304	\$85,936,136	\$58,627,386	\$4,000,000 	- 	-	\$23,308,750
West Roseville Community Center & Library	\$123,308,750 	35%	\$43,158,063	\$80,150,688	\$56,841,938				\$23,308,750
BMX, Pickleball Complex, and Parking	\$8,900,690 	35%	\$3,115,241	\$5,785,448	\$1,785,448	\$4,000,000			
Splash Pad and Playground at Pistachio Regional Park	\$2,496,946	35%	\$873,931	\$1,623,015	\$623,015	\$1,000,000	-	-	-
West Roseville Skate Park	\$6,609,962 	22%	\$1,465,441	\$5,144,521	-	\$5,144,521	-	-	-
Universally Accessible and Destination Playgrounds	\$3,400,000 	35%	\$1,190,000	\$2,210,000	\$2,210,000	-	-	-	-
Citywide Park	\$94,003,300	16%	\$14,721,708	\$79,281,592	-	-	\$34,281,592	-	\$45,000,000
Total PR&L Development Projects	\$238,719,648		\$64,524,384	\$174,195,264	\$61,460,401	\$10,144,521	\$34,281,592	-	\$68,308,750
Total Planned Public Facilities	\$328,872,188		\$121,097,869	\$207,774,319	\$86,476,551	\$10,144,521	\$34,281,592	\$1,513,414	\$75,358,241

Source: City of Roseville and EPS

[1] See Table B-1 and Table B-2 for cost allocation details.

[2] PFF Funded Costs are based on future persons served as percentage of total persons served. See Table 2-3 for service population estimates.

[3] Other funding sources could include general fund revenue, development exactions, other fee programs, general obligation bonds, joint use facilities/partnerships, grants, donations, or other sources.
The City will likely rely on a combination of many funding sources to fully finance projects in the PFF Capital Improvement Plan and will continue to seek and leverage all available funding mechanisms for public facility development.

[4] Costs reflect net present value of outstanding interfund loan repayments and outstanding debt service. See Table 3-4.

[5] PFF Funded Costs are based on the same future persons served cost allocation as the 2020 Nexus Study Update. See Table B-1 for detailed cost allocation details.

[6] Phases 1 and 2 are expansions and all costs are allocated to future development. Phase 3 alterations are based on future persons served as percentage of total persons served. See Table B-1 for detailed cost allocation and Table 2-3 for service population estimates.

[7] Pistachio Park includes the following facilities: West Roseville Community Center & Library, BMX, Pickleball Complex, and Parking.

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Planned Public Facilities Descriptions

Each improvement included in **Table 3-3**, the Capital Improvement Program (CIP) is described below.

Downtown Development Projects

Civic Center Expansion—316 Vernon Street

The 316 Vernon Street project consists of an approximately 80,000-square-foot 4-story building on the site of the existing City Hall Annex. The project has been completed and provides downtown office space necessary to house City staff and administration functions through 2035. Currently some of the existing square footage is being used for additional training rooms and the City is considering options for the remaining square footage. Ground-floor retail also will be provided, as required by the Downtown Code, but the cost to construct this portion of the project is not included in the PFF Program.

The total remaining PFF-funded cost reflects the net present value of the remaining payments on an interfund loan from the Strategic Improvement Fund and a portion of the debt service on the bonds that were issued to fund the project. The scheduled loan and debt service payments are detailed in **Table 3-4** and have a total estimated net present value of \$5 million.

Oak Street Parking Garage

The Oak Street Parking Garage is a seven-story, 429-space parking garage located between Oak Street and the 200-block of Vernon Street. The project has been completed and provides free public parking for the downtown community. The PFF-eligible improvements include pedestrian connections between the parking garage and Oak, Lincoln, and Vernon Streets.

The total remaining PFF-funded cost reflects the net present value of the remaining payments on an interfund loan from the Automobile Replacement Fund. The scheduled payments are detailed in **Table 3-4** and have a total estimated net present value of \$365,000.

Table 3-4 Interfund Loan Repayments and Bond Debt Service

Fiscal Year	Interfund Loan and Debt Service Payment Schedules		
	Oak Street Parking Garage [1]	316 Vernon Street [2]	316 Vernon Street Debt Svc.[3]
2025	\$41,955	\$431,711	\$400,000
2026	\$41,173	\$424,154	\$400,000
2027	\$40,390	\$416,598	\$400,000
2028	\$39,607	-	\$400,000
2029	\$38,824	-	\$400,000
2030	\$38,042	-	\$400,000
2031	\$37,259	-	\$400,000
2032	\$36,476	-	\$400,000
2033	\$35,694	-	\$400,000
2034	\$34,911	-	\$400,000
2035	\$34,128	-	\$400,000
Total	\$418,459	\$1,272,463	\$4,400,000
NPV of Loan Repayments (@3%)	\$364,746	\$1,236,194	\$3,812,081

Source: City of Roseville and EPS

[1] Interfund loan from Automobile Replacement Fund.

[2] Interfund loan from Strategic Improvement Fund.

[3] Reflects remaining debt service to be paid out of PFF Debt service payments will extend beyond 2035, but only payments through 2035 are included since the fee update is based on development through the General Plan timeframe of 2035.

[3] Total debt service to be paid out of PFF = \$12 million. \$2,515,034.67 has been paid to date, leaving \$9,484,965 to be paid. Debt service payments will extend beyond 2035, but only payments through 2035 are included since the fee update is based on development through the General Plan timeframe of 2035.

Historic Old Town Parking Structure

The Historic Old Town Parking Structure is planned to be a multi-story 297 space parking garage located to the east of Lincoln Street, south of Sierra Boulevard, and west of and adjacent to the Union Pacific Railroad tracks. The total estimated cost of the project is \$26.5 million, with PFF funding of \$14.3 million.

Public Safety Facilities

Public Safety Expansion

The Police Department has continued to grow and expand since moving in its current location in 1998. In addition, the Public Safety IT team was moved to the police department several years ago and that division also continues to grow. Existing facilities are near capacity, and as new public safety personnel are added to serve the resident and employee population generated by new development, existing facilities will require expansion. Although the Professional Standards Unit was previously relocated, available space will not be sufficient to accommodate the personnel that will be needed to support projected growth.

The total cost to expand the public safety facilities is estimated at \$43.3 million.

Animal Control Facility

Public safety facility needs include development of a new Domestic Animal Care Facility, which will be located on a 2.2-acre site located at the corner of Yosemite Street and Tahoe Avenue. Fee program-eligible costs include the following improvements:

- Renovation and conversion of an existing 15,818-square-foot 1-story building into a public-orientated Adoption Center and administrative area.
- Expansion of an existing 1,770-square-foot mezzanine to 4,370 square feet.
- Addition of a new 20,334-square-foot, 1-story building to house a Holding and Support Area, Educational Center, and a public Veterinary Clinic.

Phase 1 of this project has been completed, including the existing building renovation, the new Education Center, and the majority of the site work (parking, drive aisle, new underground utilities). The Veterinary Clinic component is already funded and currently under construction. Phase 2 will include the Holding and Support Area at an estimated cost of \$12.0 million, with half of the cost (\$6 million) to be PFF-funded and the remaining half to be funded by leveraging multiple revenue sources, as identified in **Chapter 5** and **Appendix B**.

Information Technology Projects

East Site Communication Tower

Because of the current East site limitations and resulting lack of standards to meet Public Safety needs, a new communications site is needed in East Roseville. The project requires property acquisition and an 180-foot tower along with a shelter, generator and fuel tank to meet the City's short and long-term needs. The existing East site has limitations including lack of:

- Radio coverage
- Emergency power
- Capacity for growth both within the electrical closet and on top of the building
- City control resulting in operational and financial risk

The new communications site is estimated to cost approximately \$3 million. Approximately \$400,000 is allocated for land acquisition of the still undetermined site, and the remainder is for construction. The City Strategic Improvement Fund and other sources of funding as identified in **Chapter 5** and **Appendix B** will provide funding for approximately \$2.6 million of the tower.

Parks, Recreation, and Library Development Projects

Citywide Park and Community Facilities

The City has plans to construct a variety of park and community facilities. A portion of these facilities will be funded by the PFF. Potential Citywide park and community facilities are listed below:

- Pistachio Regional Park
 - West Roseville Community Center and Library
 - BMX, Pickleball Complex, and Parking
- Water/Splash Pad
- West Roseville Specific Plan Skate Park
- Universally Accessible and Destination Playgrounds
- Citywide Park (Parcel KT-50)

Table 3-5 summarizes the costs of each of these facilities. The total cost is estimated at \$238.8 million with 27 percent of the costs, or approximately \$64.6 million, to be funded by the PFF.

Citywide Park Parcel KT-50

Located in the Sierra Vista Specific Plan, KT-50 is envisioned as a regional multiple-field baseball facility, including a stadium. Total costs are anticipated to be approximately \$94.0 million, with partial funding of approximately \$34.3 million provided by the Citywide park fund. The PFF Program will fund an estimated cost of \$14.7 million and \$45.0 million of the remaining costs are anticipated to be funded by leveraging multiple revenue sources as identified in **Chapter 5** and **Appendix B**.

Table 3-5 PFF Summary Costs – Parks, Recreation, and Libraries

Facilities	Total Costs
Pistachio Regional Park	
West Roseville Community Center & Library	\$123,308,750
BMX, Pickleball Complex, and Parking	\$8,900,690
Subtotal Pistachio Regional Park	\$132,209,440
Splash Pad and Playground at Pistachio Regional Park	\$2,496,946
West Roseville Skate Park	\$6,609,962
Universally Accessible and Destination Playgrounds	\$3,400,000
Citywide Park	\$94,003,300
Total Parks, Recreation, and Library Facilities	\$238,719,648

Source: City of Roseville and EPS

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4. Cost Allocation and Fee Calculation

Having established the costs of planned public facilities needed to serve new development, those costs need to be distributed equitably over various anticipated land uses in the form of a maximum justifiable fee per unit by sq. ft. range for residential development, and a fee per square foot for nonresidential development. This section describes the methodology used to allocate the cost of future development's share of planned public facility costs to residential and nonresidential land uses. These calculations result in a maximum justifiable fee per residential unit and per nonresidential square foot.

The purpose of allocating certain improvement costs among the various land uses is to provide an equitable method to fund required facilities. The keys to apportioning the cost of citywide improvements to different land uses are the assumptions that the demands placed on public facilities are related to land use type and that such demands can be stated in relative terms for all land uses. It is by relating demand for facilities to land use types that a nexus, or reasonable relationship, can be established to apportion the fair share costs to that land use.

This study uses a common-use factor to relate the demand for public facilities generated by residents and employees. Public facility costs are allocated to residential and nonresidential land uses on a "persons-served basis," whereby costs are attributed to both future residents and employees. The common-use factor for residential land uses is the number of persons per household for each residential land use category.

The general steps to allocate the costs and estimate the fees shown in **Table 4-1** and **Table 4-2** for each backbone infrastructure and public facilities fee component are outlined below:

1. Determine the PFF Program costs. These costs were detailed in the previous chapter.
2. Determine the PPH/Bldg. sq. ft. factor for each land use that serves as a measure of demand placed on the improvement relative to the demand of a Single-family 1,500 to 2,500 sq. ft. dwelling unit.
3. For each land use, multiply the factor by the number of PPH/Emp. per sq. ft. (dwelling units or 1,000 commercial bldg. sq. ft.) and sum across land uses to derive the total service population.
4. Calculate the cost per person as the total cost divided by the total service population.
5. For each land use, calculate the cost per unit by range or building square foot as the PPH/Emp. per sq. ft. multiplied by the cost per person.
 - Multifamily fees by sq. ft. range are calculated by multiplying each single family fee by sq. ft. range by the multifamily adjustment factor, shown in **Table A-4**.

- Multifamily age-restricted fees by sq. ft. range are calculated by multiplying each single family fee by sq. ft. range by the multifamily age-restricted adjustment factor, shown in **Table A-5**

Cost Allocation by Component

As outlined above, PPH/Emp. by sq. ft. factors are used to allocate improvement costs to each land use based on the land use's demand placed on an improvement type relative to the demand from a single-family unit.

The common-use factor for nonresidential land uses is based on the number of employees generated per 1,000 sq. ft. for commercial, office, and industrial development. For purposes of the facility cost allocation, the total number of projected employees is adjusted to reflect the demand for public facilities by an employee as it relates to the demand for the facilities generated by a resident. For purposes of cost allocation, the employee adjustment factor varies depending on the type of facility:

- **General City and Public Safety Facilities.** The relative demand of an employee for all public facilities excluding parks, recreation, and library facilities is calculated based on time spent in the jurisdiction as compared to that of a resident. Assuming one employee spends 45 hours per week in the jurisdiction, one employee is assumed to equal 0.27 residents (45 hours per week divided by 168 hours per week).
- **Parks, Recreation, and Library Facilities.** This study is based on the assumption that the benefit an employee derives from parks, recreation, and library facilities will be substantially lower than that derived from other public facilities. For cost allocation purposes, therefore, the employee adjustment factor is reduced by 50 percent, and one employee is assumed to equal 0.13 residents.

Tables 4-1 and **4-2** detail the allocation of costs for each category of public facilities. The total service population generated by each land use category is estimated based on the total number of future residential units or nonresidential square feet and the corresponding resident or employee density. The appropriate adjustment factor is applied to the number of employees generated by each land use category to derive the total service population. Public facility costs then are distributed to each land use category based on that land use category's percentage share of the total service population. Dividing by the total number of projected future units or nonresidential square footage generates the total public facility cost per residential unit by square foot range or nonresidential square foot. Addition of a 2 percent administration charge generates the total maximum justifiable fee for each land use category.

Table 4-1 Cost Allocation for General City and Public Safety Facilities

Land Use	Costs Per person	PPH/ Bldg. Sq. Ft. Factor	PPH/ Emp. Per Sq. Ft.	Employee Weight Factor	Cost Per Unit/ Bldg. Sq. Ft.
Total Cost	\$56,887,089				
Service Population	39,148				
Cost Per Person	\$1,453				
Residential					
			<u>PPH</u>		<u>per unit</u>
Residential					
<1,500 sq. ft.		0.81	2.13	-	\$3,095
1,500 to 2,500 sq. ft.		1.00	2.64	-	\$3,836
2,500 to 3,500 sq. ft.		1.08	2.86	-	\$4,156
>3,500 sq. ft.		1.14	3.02	-	\$4,388
Age-Restricted					
<1,500 sq. ft.		0.81	1.45	-	\$2,107
1,500 to 2,500 sq. ft.		1.00	1.80	-	\$2,616
2,500 to 3,500 sq. ft.		1.08	1.95	-	\$2,834
>3,500 sq. ft. [1]		1.11	2.00	-	\$2,906
Multifamily [2]					
<1,500 sq. ft.		0.81	1.44	-	\$2,089
1,500 to 2,500 sq. ft.		1.00	1.78	-	\$2,589
2,500 to 3,500 sq. ft.		1.08	1.93	-	\$2,804
>3,500 sq. ft.		1.14	2.04	-	\$2,961
Multifamily Age-Restricted [3]					
<1,500 sq. ft. [4]		0.82	1.00	-	\$1,453
1,500 to 2,500 sq. ft.		1.00	1.21	-	\$1,765
2,500 to 3,500 sq. ft.		0.74	1.32	-	\$1,912
>3,500 sq. ft.		0.76	1.35	-	\$1,961
Nonresidential					
			<u>emp per 1,000 sq ft</u>		<u>per bldg. sq. ft.</u>
Commercial Weighting Factor	A	B = 1,000 / A	C = B * 0.13	D = 1,533 * C / 1,000	
Commercial					
Neighborhood Commercial	400	2.50	0.33		\$0.47
Community Commercial	400	2.50	0.33		\$0.47
Regional Commercial	400	2.50	0.33		\$0.47
Business Professional	300	3.33	0.43		\$0.63
Central Business District	300	3.33	0.43		\$0.63
Subtotal Commercial					
Industrial					
Light Industrial	600	1.67	0.22		\$0.31
General Industrial	1,000	1.00	0.13		\$0.19

Source: City of Roseville and EPS

- [1] The PPH Factor has been adjusted downward to cap the maximum persons per household at two for age-restricted units.
- [2] The multifamily fee is calculated by multiplying the single family fee in each sq. ft. range by the multifamily adjustment factor of 0.67. See Table A-4 for details.
- [3] The multifamily age-restricted fee is calculated by multiplying the single family age restricted fee in each sq. ft. range by the multifamily age-restricted adjustment factor of 0.67. See Table A-5 for details.
- [4] The PPH Factor has been adjusted upward to set the minimum persons per household to one for multifamily age-restricted units.

Table 4-2 Cost Allocation for Parks, Recreation, and Libraries

Land Use	Costs Per person	PPH/ Bldg. Sq. Ft. Factor	PPH/ Emp. Per Sq. Ft.	Employee Weight Factor	Cost Per Unit/ Bldg. Sq. Ft.
Total Cost	\$56,887,089				
Service Population	39,148				
Cost Per Person	\$1,453				
Residential					
			<u>PPH</u>		<u>per unit</u>
Residential					
<1,500 sq. ft.		0.81	2.13	-	\$3,095
1,500 to 2,500 sq. ft.		1.00	2.64	-	\$3,836
2,500 to 3,500 sq. ft.		1.08	2.86	-	\$4,156
>3,500 sq. ft.		1.14	3.02	-	\$4,388
Age-Restricted					
<1,500 sq. ft.		0.81	1.45	-	\$2,107
1,500 to 2,500 sq. ft.		1.00	1.80	-	\$2,616
2,500 to 3,500 sq. ft.		1.08	1.95	-	\$2,834
>3,500 sq. ft. [1]		1.11	2.00	-	\$2,906
Multifamily [2]					
<1,500 sq. ft.		0.81	1.44	-	\$2,089
1,500 to 2,500 sq. ft.		1.00	1.78	-	\$2,589
2,500 to 3,500 sq. ft.		1.08	1.93	-	\$2,804
>3,500 sq. ft.		1.14	2.04	-	\$2,961
Multifamily Age-Restricted [3]					
<1,500 sq. ft. [4]		0.82	1.00	-	\$1,453
1,500 to 2,500 sq. ft.		1.00	1.21	-	\$1,765
2,500 to 3,500 sq. ft.		0.74	1.32	-	\$1,912
>3,500 sq. ft.		0.76	1.35	-	\$1,961
Nonresidential					
			<u>emp per 1,000 sq ft</u>		<u>per bldg. sq. ft.</u>
Commercial Weighting Factor	A	$B = 1,000 / A \quad C = B * 0.13 \quad D = 1,533 * C / 1,000$			
Commercial					
Neighborhood Commercial	400	2.50	0.33		\$0.47
Community Commercial	400	2.50	0.33		\$0.47
Regional Commercial	400	2.50	0.33		\$0.47
Business Professional	300	3.33	0.43		\$0.63
Central Business District	300	3.33	0.43		\$0.63
Subtotal Commercial					
Industrial					
Light Industrial	600	1.67	0.22		\$0.31
General Industrial	1,000	1.00	0.13		\$0.19

Source: City of Roseville and EPS

- [1] The PPH Factor has been adjusted downward to cap the maximum persons per household at two for age-restricted units.
- [2] The multifamily fee is calculated by multiplying the single family fee in each sq. ft. range by the multifamily adjustment factor of 0.67. See Table A-4 for details.
- [3] The multifamily age-restricted fee is calculated by multiplying the single family age restricted fee in each sq. ft. range by the multifamily age-restricted adjustment factor of 0.67. See Table A-5 for details.
- [4] The PPH Factor has been adjusted upward to set the minimum persons per household to one for multifamily age-restricted units.

5. Implementation

The PFF presented in this report is based on the best facility improvement cost estimates, funding source information, administrative cost estimates, and land use information available at this time. If costs change significantly, if the type or amount of new development changes, if other assumptions significantly change, or if other funding becomes available (as a result of legislative action on state and local government finance, for example), the fee program should be updated accordingly.

After the fees presented in this report are established, the City should conduct periodic reviews of facility improvement costs and other assumptions used as the basis of this nexus study. Based on these reviews, the City may make necessary adjustments to the fee program through subsequent fee program updates.

The cost estimates presented in this report are in constant 2025 dollars. The City may automatically adjust the costs and fees for inflation each year as outlined in this chapter.

Implementing Ordinances/Resolutions

The proposed fee would be adopted by the City through one or more ordinances authorizing collection of the fee and through one or more fee resolutions establishing the fee. The fee will be effective 60 days following the City's final action on the ordinances authorizing collection of the fee and on the fee resolutions establishing the fee. The new ordinances or resolutions should reference the automatic inflation adjustment factor discussed in this chapter.

Fee Administration

The PFF will be collected from new development in areas subject to the fee at the time of the building permit issuance; use of these funds may need to wait until a sufficient fund balance can be accrued. According to Government Code Section 66000, the City is required to deposit, invest, account for, and expend the fees in a prescribed manner.

PFF Exemptions, Reimbursements, and Credits

Under certain and limited circumstances, as determined by the City, the Impact Fee Resolution could allow developers subject to the fee to obtain credits, reimbursements, or exemptions.

As more specifically set forth in the authorizing ordinance, projects that rebuild or remodel without increasing the square footage of the project will be exempt from the PFF, except under the following circumstances:

1. If the development or project changes to a different land use, it shall be charged the appropriate fee for the new land use category less any PFF amount previously paid.
2. Where the development or project expands or remodels the same land use, only the expanded square footage would be subject to the PFF.
3. Remodeling or expansion of an existing dwelling unit shall be exempt from fee payments, unless additional dwelling units are added.

All other fee credits, reimbursements, or exemptions should not be allowed by right but rather should be subject to review by City staff and the City Council to ensure that such credits or reimbursements are warranted and appropriate. Exemptions where the City elects not to impose fees for certain categories of development are an option, though alternative funding sources to offset a loss in fee revenue would need to be provided.

Furthermore, the developer of any project subject to the PFF may apply for a reduction or adjustment to the fee based on the absence of any reasonable relationship or nexus between the impacts of the project and either the amount of the fee or the facilities to be financed by the fee. The City will consider any such applications in accordance with the implementing fee program ordinance.

Fee Program Update

The PFF is subject to automatic annual inflation adjustments, periodic updates, and a 5-year review requirement. The purpose of each update is described in this section.

Automatic Annual Inflation Adjustment

The proposed fee shall be automatically adjusted by the City annually to account for the inflation of construction, land acquisition, and environmental or design costs.

This 2025 Nexus Study recommends that in June of each calendar year, using the procedures set forth in California Government Code Section 66017, the PFF should be adjusted by the average of the change in the San Francisco Construction Cost Index (CCI) and the change in the 20-city CCI as reported in the Engineering News Record for the 12-month period ending May of each year.

Periodic Fee Updates

The proposed PFF is subject to periodic update based on changes in developable land, cost estimates, or outside funding sources. The City will periodically review the costs and fee to determine if any updates to the fee are warranted. During the periodic reviews, the City will analyze the following items:

- Changes to the required facilities listed in the 2025 Nexus Study.
- Changes in the cost to update or administer the fee.
- Changes in costs greater than inflation.
- Changes in assumed land uses.
- Changes in other funding sources.

Any changes to the fee based on the periodic update will be presented to the City Council for approval before an increase or decrease in the fee.

The City Council also may specify during a periodic update which improvements should receive funding from the PFF Program before other improvements. Based on facility evaluations, the location of approved new development that will add significant housing or jobs, or other considerations, the City has the ability to spend the fee revenues on any of the projects identified in the PFF Capital Improvement Plan (CIP) regardless of project location and the location of collected fees.

Five-Year Review

Fees will be collected from new development in the City immediately; use of these funds, however, may need to wait until a sufficient fund balance can be accrued. According to Government Code Section 66006, the City is required to deposit, invest, account for, and expend the fees in a prescribed manner. The fifth fiscal year following the first deposit into the fee account or fund, and every 5 years thereafter, the City is required to make all of the following findings with respect to that portion of the account or fund remaining unexpended:

- Identify the purpose for which the fee is to be put.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing in incomplete plan area improvements.
- Designate the approximate dates the funding referred to in the above paragraph is expected to be deposited in the appropriate account or fund.

The City must refund the unexpended or uncommitted revenue portion of the fee for which a need could not be demonstrated in the above findings, unless the administrative costs exceed the amount of the refund.

Non-Fee Revenue Sources

The City has and will continue to rely on multiple funding sources, including the PFF, to fund development of public facilities. Costs attributable to existing development must be funded from non-fee program sources. This study identifies several revenue sources that, when combined with the proposed impact fees, result in a full funding for all CIP facilities with the exception of Citywide park improvements. For those improvements for which full funding has been identified, if the City were to increase the scope of planned improvements, it would be necessary to fund existing development's fair share of the additional costs with non-fee funding sources. Major sources of funding for existing development's share of public facilities costs may include the following mechanisms:

- **General Fund Revenue** is generated primarily by property taxes, sales taxes, and transient occupancy taxes and is used for operational and capital facility uses.
- **Development Exactions** are conditions imposed by land use jurisdictions on development to mitigate anticipated impacts on public facilities and infrastructure.
- **Other Fee Programs** (e.g., park development fee program) has been identified as funding a portion of the PFF Program costs.
- **General Obligation Bonds** are voter-approved bonds that are used for capital improvements and then repaid through property tax assessments. A two-thirds voter majority is required to approve General Obligation bonds.
- **Joint Use Facilities/Partnerships** can be an effective way to combine the resources of multiple agencies. For example, school districts frequently partner with park and recreation departments to maximize usage of ball fields, community centers, etc.
- **Grants** can be obtained from a variety of public and private sources.
- **Donations** can be made by philanthropic organizations and individuals.
- **Other sources** include public land trusts, property exchanges, exactions, and revenue bonds.

As is the case with all municipalities, the City does not control the future availability of funds for capital facility development from most sources. Grants are competitive, bonds require voter approval, and General Fund resources are used to meet a variety of operational and capital facility needs. The City will continue to seek and leverage all available funding mechanisms for public facility development. The City likely will rely on a combination of many funding sources to fully finance projects in the PFF Capital Improvement Plan.

6. Nexus Findings

Government Code Section 66000 et seq. establishes specific requirements for the imposition of impact fee programs. To impose development impact fees, the local jurisdiction must establish the necessary “nexus” between new development and the proposed facilities funded by the fee program. Nexus findings address (1) the **purpose** of the fee and a related description of the facility for which fee revenue will be used, (2) the specific **use** of fee revenue, (3) the **relationship** between the facility and the type of development, (4) the relationship between the **need** for the facility and the type of development, and (5) the relationship between the amount of the fee and the **proportionality** of cost specifically attributable to new development.

In particular, CGC Section 66001 includes specific requirements for establishing a reasonable relationship or nexus between the development impact fee, and CGC Section 66016.5 (added in 2021 to address the newly enacted AB 602) includes additional requirements for development impact fees. The remainder of this chapter addresses the requirements of CGC Section 66001 and CGC Section 66016.5.

California Government Code Section 66001

CGC Section 66001 requires that a “reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition.”² Specifically, each local agency imposing a development impact fee must make the following findings:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee’s use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Demonstrate how a reasonable relationship exists between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

This section details these findings for each PFF Fee Program component that is addressed in this report.

² *Public Needs & Private Dollars*; William Abbott, Marian E. Moe, and Marilee Hanson, page 109.

General City and Public Safety Facilities

Purpose of Fee

The proposed General City and Public Safety Facilities component of the PFF Fee will fund public safety infrastructure and general city facilities necessary to serve new residential and nonresidential development in the City. New development in the City will increase the service population and, therefore, the need for new or expanding public facilities.

Use of Fees

The General City and Public Safety Facilities component of the PFF Infrastructure Facilities Fee charged to new development will be used to fund needed additions and improvements to public safety and general city facilities to accommodate the expansion and alterations to facilities as public safety personnel and city staff are added to serve the resident and employee population generated by new development. General city and public safety additions and improvements may include land acquisition, planning, engineering, and design of public facilities, infrastructure, utilities, and other site improvements, vertical construction, capital equipment, furnishings, vehicles, and financing costs associated with the above (if applicable).

Relationship between Use of Fees and Type of Development

The PFF Program General City and Public Safety fees will be used to construct general city and public safety improvements needed to adequately serve an increased service population as the result of the new development. A reasonable relationship exists between the use of the General City and Public Safety fee and the residential and commercial development on which the fees are imposed because the fees will be used to construct the general city and public safety facilities needed to serve the new residents and employees generated by the new development.

Relationship between Need for Facility and Type of Project

New residential and commercial development in Roseville will need a police station and associated vehicles and equipment to provide expanded law enforcement and services and meet required emergency response times.

A reasonable relationship exists between the need for a new police station, vehicles, and equipment and the type of new residential and nonresidential development projects because the police station must be expanded to accommodate the new development.

New residential and nonresidential development in Roseville will need new government facilities and associated vehicles and equipment so that the City can continue to provide general City services at the current levels of service to the new residents and employees.

A reasonable relationship exists between the need for improved government facilities and equipment and the type of new residential and nonresidential development projects because the improvements are necessary to serve the new development.

Relationship between Amount of Fees and Cost of or Portion of Facility Attributed to Development on which Fee is Imposed

The total cost of improvements funded by the General City and Public Safety Facility Fee is allocated among the projected new residential and nonresidential land uses in the City at buildout based on the relative demand each land use is anticipated to place upon the improvements. Cost allocation factors based on persons per household and employees per 1,000 commercial building square feet are used to measure the relative demand generated by each land use and to allocate the public safety expansion costs and general city facility costs across all benefiting land uses in the City. A reasonable relationship exists between the amount of the General City and Public Safety Facility fees and the costs of the facilities attributable to the new residential and nonresidential development on which the fees are imposed because the fees are derived using appropriate cost allocation factors as measures of the proportional demand generated by each development type.

Parks

Purpose of Fee

The purpose of the PFF Fee Program Parks, Recreation and Library Facilities fee is to provide funding to construct new parks, recreation, and library facilities required to serve new residents.

Use of Fees

The PFF Fee Program Parks, Recreation and Library Facilities Fees will be used to construct park improvements needed to accommodate increased demand projected as a result of new development. The park fees will be used to fund construction of Pistachio Regional Park, West Roseville Community Center and Library, BMX, Pickleball Complex, and Parking at Pistachio Park, a Water/Splash Pad, the West Roseville Specific Plan Skate Park, Universally Accessible and Destination Playgrounds and a Citywide Park.

Relationship between Use of Fees and Type of Development

The PFF Fee Program Parks, Recreation and Library Facilities Fees will be used to construct the parks system needed to adequately serve the new residents and employees as a result of new development. A reasonable relationship exists between the use of the Parks, Recreation and Library Facilities Fees and the development on which the fees are imposed because the fees will be used to construct the parks needed to serve the new residents and employees generated by new development.

Relationship between Need for Facility and Type of Project

New development in the City will generate new residents and employees that will result in the need for new neighborhood and community parks. A reasonable relationship exists between the need for new parks and the type of new development projects because the new parks must be constructed to accommodate the new development types that will benefit from the parks.

***Relationship between Amount of Fees and Cost of or Portion of Facility
Attributed to Development on which Fee is Imposed***

The facilities funded by the PFF Fee Program Parks, Recreation and Library Facilities Fees is allocated among the projected new remaining land uses in the City at buildout based on the relative demand each land use is anticipated to place upon the improvements. Cost allocation factors based on people who will use the parks, as measured by persons per household and employees per 1,000 commercial building square feet and applying an adjustment factor to total employees to reflect a lower demand for public facilities as compared to residents, are used to measure the relative demand generated by each land use and to allocate the park costs across all benefitting land uses in the City. A reasonable relationship exists between the amount of the PFF Fee Program Parks, Recreation and Library Facilities Fees and the costs of the improvements attributable to the new development on which the fees are imposed because the fees are derived using appropriate cost allocation factors as measures of the proportional demand generated by each development type.

Administration

The administration component of the PFF funds City costs associated with fee program administration and implementation, including credit and reimbursement agreement negotiations and implementation, credit and reimbursement tracking, annual reporting requirements, periodic updates to the Nexus Study, and other related costs. Collection and implementation of the PFF Program fees, inclusive of the constituent fee components described above, is reliant upon funding from the administration component.

For each land use, the administration component is calculated as two percent of the total of all other PFF Program components. Costs of the administration component are therefore based on each fee component and subcomponent, and associated nexus findings for the administration component are established by the nexus finding for each fee component documented above.

California Government Code Section 66016.5 (AB 602)

As noted earlier in this document, this nexus analysis must consider the newly created CGC Section 66016.5. This section stipulates that a jurisdiction must calculate residential development impact fees proportionately to the square footage of the dwelling units, with the exception of water and sewer fees and any other fees for which specific findings can be made as to why the fees should not be enacted on a square foot basis.

In this report, residential fees are calculated as shown below:

- **General City and Public Safety Facilities**
Fees by dwelling unit square foot ranges
- **Parks, Recreation, and Library Facilities**
Fees by dwelling unit square foot ranges

The required findings detailed in CGC Section 66016.5 must be made for General City and Public Safety Facilities, and Parks, Recreation, and Library Facilities. The specific requirements and findings for the components listed above are detailed in the remainder of this chapter.

Requirements for Exceptions to Fee Proportional to Housing Square Footage

CGS Section 66016.5(a)(5)(A) states, among other things, that fees “imposed on a housing development project proportionately to the square footage of the proposed units of the development shall be deemed to have used a valid method to establish a reasonable relationship between the fee charged and the burden posed by the development.” However, Section 66016.5(a)(5)(B) states that a nexus study “is not required to comply with this proportionality requirement if the local agency makes the following findings:

- a. An explanation as to why square footage is not an appropriate metric to calculate fees imposed on a housing development project.
- b. An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.
- c. That other policies in the fee structure support smaller developments or otherwise ensure that smaller developments are not charged disproportionate fees.

General City and Public Safety Facilities

a) An explanation as to why square footage is not an appropriate metric to calculate fees imposed on a housing development project.

The PFF Program General City and Public Safety Facilities costs are allocated to dwelling units on a persons served basis in the form of persons per unit. The persons per household data provided in this report supports identification of an increasing number of people per household as a dwelling unit size increases. However, the data present limitations on both the lower/smaller unit size range and on the higher/larger unit size range. For example, regardless of how small a dwelling unit may be, the minimum assumed persons per unit would be 1. Similarly, as home size continues to increase, the data are not as conclusive that the number of persons per unit continues to increase in a linear or otherwise determinant fashion. For these reasons, deriving a fee directly calculated on residential building square footage alone is not an appropriate metric to calculate the PFF Program General City and Public Safety Facilities fees.

b) An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.

As detailed in **Chapter 2**, the number of people per household shows a pattern of increasing as unit size increases. Thus, implementing the fee based on ranges of building square feet for residential development bears a reasonable relationship between the fee charged and the burden posed by the development because units that fall in the lower building unit size range pay a lower fee than units that fall in a higher building unit size range, which is proportional to the estimated number of people per household by unit size within each size range.

c) That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees.

Implementation of the PFF Program General City and Public Safety Facility fees for residential development by building square foot range achieves the objective that smaller residential units would be charged a lower fee than larger units and ensures proportionality of fees based on relative demand for the facilities, as documented in this report.

Parks, Recreation, and Library Facilities

a) An explanation as to why square footage is not an appropriate metric to calculate fees imposed on a housing development project.

The PFF parks, recreation, and library facility costs are allocated to dwelling units on a persons served basis in the form of persons per unit. The persons per household data provided in this report supports identification of an increasing number of people per household as a dwelling unit size increases. However, the data present limitations on both the lower/smaller unit size range and on the higher/larger unit size range. For example, regardless of how small a dwelling unit may be, the minimum assumed persons per unit would be 1. Similarly, as home size continues to increase, the data are not as conclusive that the number of persons per unit continues to increase in a linear or otherwise determinant fashion. For these reasons, deriving a fee directly calculated on residential building square footage alone is not an appropriate metric to calculate the PFF parks, recreation, and library facility fees.

b) An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.

As detailed in **Chapter 2**, the number of people per household shows a pattern of increasing as unit size increases. Thus, implementing the fee based on ranges of building square feet for residential development bears a reasonable relationship between the fee charged and the burden posed by the development because units that fall in the lower building unit size range pay a lower fee than units that fall in a higher building unit size range, which is proportional to the estimated number of people per household by unit size within each size range.

c) That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees.

Implementation of the PFF parks, recreation, and library facility fees for residential development by building square foot range achieves the objective that smaller residential units would be charged a lower fee than larger units and ensures proportionality of fees based on relative demand for the facilities, as documented in this report.



APPENDICES:

Appendix A: Land Use Assumptions

Appendix B: PFF Capital Improvement
Program (CIP)



APPENDIX A: Land Use Assumptions

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A. Land Use Assumptions

EPS worked with City Development Services Department staff to develop the land use assumptions for purposes of the PFF Program. This appendix details the methodology EPS and the City used to arrive at updated existing, future, and buildout land use assumptions, which are discussed in summary form in **Chapter 2**.

Residential Land Use Assumptions

The City provided existing and buildout single-family and multifamily dwelling units by unit type and plan area. The existing units are based on City building permits and records of residential development in each plan area. The buildout units are based on the number of units allocated to each plan area in the General Plan and on subsequent amendments to some plan area allocations. The future units by unit type are calculated as buildout units less existing units.

The residential units are summarized by land use type in **Table 2-1**. No backup tables are needed, so there are not further residential tables included in this appendix.

Nonresidential Land Use Assumptions

The existing and buildout nonresidential building square feet by nonresidential land use were derived from a variety of sources. The future building square feet by land use are calculated as buildout building square feet less existing building square feet. The tables in this appendix detail the existing and buildout building square feet estimates.

- **Table A-6** summarizes the existing nonresidential building square feet by land use. The existing building square feet are calculated as the sum of the following two components:
 1. Building square feet the 2020 Nexus Study.
 2. Building square feet constructed through 2024 based on City building permit records.
- **Table A-7** summarizes the buildout nonresidential building square feet by land use. The following steps are taken to estimate the buildout square feet.
 1. The 2015 Nexus Study floor area ratio (FAR) and base buildout acres and buildout square feet prior to any adjustments are obtained from the 2015 Nexus Study.
 2. The buildout acres are obtained from the City's General Plan. The General Plan categorizes the acres into Commercial, Business Professional, and Industrial land uses. The acres are distributed to the more detailed land uses in this Nexus Study based on the proportional distribution of the acres from the 2020 Nexus Study (discussed in Step 1).

3. The buildout square feet by land use are estimated by applying the FAR from Step 1 to the buildout acres.
 4. Adjustments are made to the buildout square feet to account for anticipated reduced levels of development in the Infill Area and the Downtown Specific Plan (DTSP), and Other Plan Areas. These adjustments are detailed in Table A-4, Table A-5, and Table A-6. The final buildout building square feet are estimated as the building square feet in Step 3 adjusted downward by the Infill Area and DTSP reductions.
- **Table A-8** details the Infill Area adjustment. The following steps are taken to estimate the Infill Area adjusted building square feet.
 1. The Infill Area building square feet by nonresidential land use at buildout are obtained from the 2020 Nexus Study.
 2. The existing building square feet by land use are deducted from the buildout building square feet to obtain the future building square feet by land use prior to an adjustment. Table A-4 details the calculation of the existing building square feet for the Infill Area.
 3. A 25 percent reduction is applied to the future building square feet to estimate the adjusted future building square feet for the Infill Area. This percentage reduction is consistent with the reduction established in the 2015 Nexus Study.
 - **Table A-9** details the DTSP adjustment. The following steps are taken to estimate the DTSP adjusted building square feet.
 1. The DTSP building square feet by nonresidential land use at buildout are obtained from the 2020 Nexus Study.
 2. The existing building square feet by land use are deducted from the buildout building square feet to obtain the future building square feet by land use prior to an adjustment.
 3. A 75 percent reduction is applied to the future building square feet to estimate the adjusted future building square feet for the DTSP. This percentage reduction is consistent with the reduction established in the 2020 Nexus Study.
 - **Table A-10** details the adjustment for all other plan areas. The existing building square feet are calculated as:
 1. Total general plan buildout net DTSP buildout and infill area buildout.
 2. The existing building square feet by land use are deducted from the buildout building square feet to obtain the future building square feet by land use prior to an adjustment.
 3. No reduction is applied to the future building square feet for all other plan areas as all other plan areas were not adjusted downward in 2015 and 2025

Table A-1
Roseville Public Facilities Fee Program Nexus Study Update
Persons per Household Factors by Residential Square Foot Size Category [1]

Persons per Household	Less than 1,500 sq. ft.		1,500 sq. ft. to 2,500 sq. ft.		2,500 to 3,500 sq. ft.		Greater than 3,500 sq. ft.		Total	
	Units	Percent of Units	Units	Percent of Units	Units	Percent of Units	Units	Percent of Units	Units	Percent of Units
Formula	B	$C = B / \Sigma B$	E	$F = E / \Sigma E$	H	$I = H / \Sigma H$	J	$K = J / \Sigma J$	$L = B + E + H + J$	$M = L / \Sigma L$
1	23,688	41%	8,722	21%	1,912	14%	1,211	14%	35,532	29%
2	18,533	32%	15,840	38%	5,234	39%	3,060	35%	42,666	35%
3	7,720	13%	6,726	16%	2,013	15%	1,228	14%	17,687	14%
4	5,052	9%	6,274	15%	2,515	19%	1,683	20%	15,523	13%
5	2,214	4%	2,839	7%	1,105	8%	888	10%	7,046	6%
6	752	1%	912	2%	389	3%	351	4%	2,403	2%
7+	459	1%	534	1%	195	1%	201	2%	1,388	1%
Total	58,418	100%	41,847	100%	13,361	100%	8,620	100%	122,245	100%
Average PPH	2.10		2.61		2.82		2.98		2.42	
PPH Factor	0.81		1.00		1.08		1.14			

Source: U.S. Census Bureau, American Housing Survey, 2023 National Household Demographics, All Occupied Units; EPS

[1] Includes data for both Multifamily and Single Family (Attached and Detached).

Table A-2
Roseville Public Facilities Fee Program Nexus Study Update
Single Family Persons per Household

Persons per Household	Less than 1,500 sq. ft.		1,500 sq. ft. to 2,500 sq. ft.		2,500 to 3,500 sq. ft.		Greater than 3,500 sq. ft.		Total	
	Units	Percent of Units	Units	Percent of Units	Units	Percent of Units	Units	Percent of Units	Units	Percent of Units
Formula	B	C = B / Σ B	E	F = E / Σ E	H	I = H / Σ H	H	I = H / Σ H	L = B + E + H + J	M = L / Σ L
1	10,771	32%	8,124	20%	1,907	14%	1,211	14%	22,012	23%
2	11,170	33%	15,144	38%	5,234	39%	3,060	35%	34,607	36%
3	5,087	15%	6,596	16%	2,013	15%	1,228	14%	14,924	16%
4	3,688	11%	6,114	15%	2,515	19%	1,683	20%	13,999	15%
5	1,848	5%	2,798	7%	1,105	8%	888	10%	6,639	7%
6	752	2%	912	2%	389	3%	351	4%	2,403	3%
7+	459	1%	534	1%	195	1%	201	2%	1,388	1%
Total	33,775	100%	40,222	100%	13,356	100%	8,620	100%	95,972	100%
Average PPH	2.37		2.63		2.82		2.98		2.60	
PPH Factor	0.90		1.00		1.07		1.13			

Source: U.S. Census Bureau, American Housing Survey, 2023 National Household Demographics, All Occupied Units; EPS

[1] Includes data for both attached and detached single family units.

Table A-3
Roseville Public Facilities Fee Program Nexus Study Update
Multifamily Persons per Household

Persons per Household	Less than 1,500 sq. ft.		1,500 sq. ft. to 2,500 sq. ft.		Total [1]	
	Units	Percent of Units	Units	Percent of Units	Units	Percent of Units
<i>Formula</i>	<i>B</i>	<i>C = B / Σ B</i>	<i>E</i>	<i>F = E / Σ E</i>	<i>L = B + E + H + J</i>	<i>M = L / Σ L</i>
1	12,917	52%	598	37%	13,520	51%
2	7,363	30%	696	43%	8,059	31%
3	2,633	11%	130	8%	2,763	11%
4	1,364	6%	160	10%	1,524	6%
5	366	1%	41	3%	407	2%
6	0	0%	0	0%	0	0%
7+	0	0%	0	0%	0	0%
Total	24,643	100%	1,625	100%	26,273	100%
Average PPH	1.74		1.98		1.75	

Source: U.S. Census Bureau, American Housing Survey, 2023 National Household Demographics; EPS

[1] Multifamily PPH data for sq. ft. ranges above 2,500 sq ft. is a very small number, i.e. five units, and are not shown here but are included in the total.

Table A-4
Roseville Public Facilities Fee Program Nexus Study Update
Persons per Household - Multifamily Adjustment

Persons per Household	Single Family		Multifamily		Total	
	Units	Percent of Units	Units	Percent of Units	Units	Percent of Units
<i>Formula</i>	<i>B</i>	<i>C = B / Σ B</i>	<i>E</i>	<i>F = E / Σ E</i>	<i>H</i>	<i>I = H / Σ H</i>
1	22,012	23%	13,520	51%	35,532	29%
2	34,607	36%	8,059	31%	42,666	35%
3	14,924	16%	2,763	11%	17,687	14%
4	13,999	15%	1,524	6%	15,523	13%
5	6,639	7%	407	2%	7,046	6%
6	2,403	3%	0	0%	2,403	2%
7+	1,388	1%	0	0%	1,388	1%
Total	95,972	100%	26,273	100%	122,245	100%
Average PPH	2.60		1.75		2.42	
Adjustment Factor			0.67			

Source: U.S. Census Bureau, American Housing Survey, 2023 National Household Demographics, All Occupied Units; EPS

Table A-5
Roseville Public Facilities Fee Program Nexus Study Update
Persons per Household - Multifamily Age-Restricted Adjustment

Persons per Household	Single Family Age-Restricted [1]	Multifamily Age-Restricted
Average PPH [1]	1.80	1.21
Adjustment Factor [2]		0.67

Source: City of Roseville; EPS.

- [1] The 2020 PFF Nexus study established 1.8 PPH in single family age-restricted housing. This analysis assumes the same factor.
- [2] Average multifamily PPH is 67 percent of average PPH for single-family homes based on the average multifamily PPH of 1.75 divided by the national average of 2.6 PPH in single family homes. See Table A-4. This analysis applies the multifamily adjustment factor of 67 percent to the average PPH for single family age-restricted units to estimate the average PPH for multifamily age-restricted units.

Table A-6
Roseville Public Facilities Fee Program Nexus Study Update
Existing Nonresidential Development (as of 12/31/2023)

Land Use	Existing Building Square Feet			Total
	Downtown	Infill	All Other Plan Areas	
Commercial				
Neighborhood Commercial	-	114,325	13,800	128,125
Community Commercial	189,523	2,472,872	9,022,628	11,685,023
Regional Commercial	-	-	4,577,369	4,577,369
Business Professional	-	789,611	7,512,580	8,302,191
Central Business District	959,444	-	-	959,444
Subtotal Commercial	1,148,967	3,376,808	21,126,377	25,652,152
Industrial				
Light Industrial	2,152,591	-	5,831,277	7,983,868
General Industrial	140,190	-	3,914,109	4,054,299
Subtotal Industrial	2,292,781	-	9,745,386	12,038,167
Total Nonresidential	3,441,748	3,376,808	30,871,763	37,690,319

Source: City of Roseville; EPS

Table A-7
Roseville Public Facilities Fee Program Nexus Study Update
Buildout Nonresidential Development

Land Use	FAR at Buildout [1]	Buildout Nonresidential Development								Adjusted Buildout Sq. Ft.
		2015 Nexus Study Prior to Adjustments		General Plan		Building Square Feet Adjustments [4]				
		Acres	Sq. Ft.	Acres [2]	Sq. Ft.	Infill	DTSP	Other Plan Areas	Total	
Source						Table A-8	Table A-9			
Formula	A=C/B/43,560	B	C	D	E=A*D*43,560	F	G	H	I = F+G+H	E+I
Commercial										
Neighborhood Commercial	0.37	23	365,720	23	373,533	(37,727)	-	-	(37,727)	335,806
Community Commercial	0.20	1,814	16,187,915	1,869	16,278,761	(692,594)	(1,207,520)	-	(1,900,114)	14,378,648
Regional Commercial	0.35	335	5,062,509	345	5,259,140	(1,575)	-	-	(1,575)	5,257,565
Central Business District [4]	2.59	38	4,305,998	39	4,436,906	(134,323)	(2,106,946)	-	(2,241,269)	2,195,637
Subtotal		2,210	25,922,142	2,276	26,348,340	(866,219)	(3,314,465)	-	(4,180,684)	22,167,656
Business Professional	0.34	786	11,527,491	792	11,729,837	(384,935)	-	-	(384,935)	11,344,902
Subtotal Commercial		2,995	37,449,633	3,068	38,078,177	(1,251,154)	(3,314,465)	-	(4,565,619)	33,512,558
Industrial										
Light Industrial	0.21	1,375	12,848,566	1,298	11,876,738	(316,486)	-	-	(316,486)	11,560,252
General Industrial	0.21	1,134	10,595,327	1,071	9,793,927	(1,190,731)	(26,245)	-	(1,216,976)	8,576,951
Subtotal Industrial		2,509	23,443,893	2,369	21,670,664	(1,507,216)	(26,245)	-	(1,533,461)	20,137,203
Total Nonresidential		5,504	60,893,526	5,437	59,748,841	(2,758,370)	(3,340,710)	-	(6,099,080)	53,649,761

Source: City of Roseville and EPS

[1] FAR at buildout based on 2015 Nexus Study buildout acres and building square feet prior to adjustments. Rounded to nearest hundredth.

Note that FARs shown in Table 2-1 and Table A-1 of the 2015 Nexus Study are based on existing development and differ in some cases from the FARs in this table.

[2] Acres from Land Use Element of Roseville General Plan (through 2035). General Plan acres categories are Commercial, Business Professional, and Industrial. Commercial and Industrial General Plan acres spread proportionately to subcategories based on the 2015 Nexus Study distribution

[3] 2015 Nexus Study acres and square feet are sum of infill and downtown square feet. Acres exclude approximately 20 acres of downtown multifamily development.

[4] Building square footage adjustments are equal to the remaining, buildout less existing, square footage multiplied by the reduction percentage as defined the 2015, and 2020 PFF Nexus Study Updates. For additional detail regarding dial down reductions see source tables for respective areas.

Table A-8
Roseville Public Facilities Fee Program Nexus Study Update
Adjusted Buildout Nonresidential Development - Infill Area

Land Use	Infill Area				
	Buildout Sq. Ft. [1]	Less Existing Sq. Ft.	Future Sq. Ft.	Less Reduction	Adjusted Future Sq. Ft.
Percentage Adjustment [2]				25%	
Commercial					
Neighborhood Commercial	265,231	(114,325)	150,906	(37,727)	113,180
Community Commercial	5,243,248	(2,472,872)	2,770,376	(692,594)	2,077,782
Regional Commercial	6,300	-	6,300	(1,575)	4,725
Business Professional	2,329,351	(789,611)	1,539,740	(384,935)	1,154,805
Central Business District	537,293	-	537,293	(134,323)	402,970
Subtotal Commercial	8,381,423	(3,376,808)	5,004,615	(1,251,154)	3,753,461
Industrial					
Light Industrial	3,418,533	(2,152,591)	1,265,942	(316,486)	949,457
General Industrial	4,903,112	(140,190)	4,762,922	(1,190,731)	3,572,192
Subtotal Industrial	8,321,645	(2,292,781)	6,028,864	(1,507,216)	4,521,648
Total Nonresidential	16,703,068	(5,669,589)	11,033,479	(2,758,370)	8,275,109

Source: City of Roseville and EPS

[1] From 2015 Roseville PFF Nexus Study Update (Table A-2).

[2] Percentage adjustment from 2015 Roseville PFF Nexus Study Update for Infill Area development through 2025.

Table A-9
Roseville Public Facilities Fee Program Nexus Study Update
Adjusted Buildout Nonresidential Development - Downtown Specific Plan

Land Use	Building Square Feet				
	Buildout Sq. Ft. [1]	Less Existing Sq. Ft.	Future Sq. Ft.	Less Reduction	Adjusted Future Sq. Ft.
Commercial					
Percentage Adjustment [2]				75%	
Neighborhood Commercial	-	-	-	-	-
Community Commercial	1,799,549	(189,523)	1,610,026	(1,207,520)	402,507
Regional Commercial	-	-	-	-	-
Business Professional	-	-	-	-	-
Central Business District [3]	3,768,705	(959,444)	2,809,261	(2,106,946)	702,315
Subtotal Commercial	5,568,254	(1,148,967)	4,419,287	(3,314,465)	1,104,822
Industrial					
Percentage Adjustment [2]				50%	
Light Industrial	-	-	-	-	-
General Industrial	52,490	-	52,490	(26,245)	26,245
Subtotal Industrial	52,490	-	52,490	(26,245)	26,245
Total Nonresidential	5,620,744	(1,148,967)	4,471,777	(3,340,710)	1,131,067

Source: City of Roseville and EPS

[1] From 2015 Roseville PFF Nexus Study Update (Table A-3).

[2] Percentage adjustment from 2015 Roseville PFF Nexus Study Update for DTSP development through 2025.

[3] Excludes approximately 20 acres of CBD development that is planned for multifamily units.

Table A-10
Roseville Public Facilities Fee Program Nexus Study Update
Adjusted Buildout Nonresidential Development - Other Plan Areas (Not DT/Infill)

Land Use	Building Square Feet				
	Buildout Sq. Ft.	Less Existing Sq. Ft.	Future Sq. Ft.	Less Reduction [1]	Adjusted Future Sq. Ft.
Commercial					
Percentage Adjustment [1]				0%	
Neighborhood Commercial	108,302	(13,800)	94,502	-	94,502
Community Commercial	9,235,964	(9,022,628)	213,336	-	213,336
Regional Commercial	5,252,840	(4,577,369)	675,471	-	675,471
Business Professional	9,400,486	(7,512,580)	1,887,906	-	1,887,906
Central Business District	130,908	-	130,908	-	130,908
Subtotal Commercial	24,128,500	(21,126,377)	3,002,123	-	3,002,123
Industrial					
Percentage Adjustment [1]				0%	
Light Industrial	8,458,205	(5,831,277)	2,626,928	-	2,626,928
General Industrial	4,838,325	(3,914,109)	924,216	-	924,216
Subtotal Industrial	13,296,529	(9,745,386)	3,551,143	-	3,551,143
Total Nonresidential	37,425,029	(30,871,763)	6,553,266	-	6,553,266

Source: City of Roseville and EPS

[1] In the 2015 and 2020 Nexus Study Updates did not adjust downward for other plan areas.



APPENDIX B:

Capital Improvement Program (CIP)

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Table B-1
Roseville Public Facilities Fee Program Nexus Study Update
Public Safety Facilities Cost Summary and Allocation

2025

Facilities	Improvement Costs		
	Total Cost	Allocation	PFF Funded
Downtown Development Projects			
Historic Old Town/Amtrak Parking Lot and Structure [1]	\$26,500,000	54%	\$14,344,729
Public Safety Costs			
Expansion [2]			
Phase 1	\$9,198,113	100%	\$9,198,113
Phase 2	\$18,000,000	100%	\$18,000,000
Subtotal Expansion	\$27,198,113		\$27,198,113
Alterations [3]			
Phase 3	\$16,076,100	20%	\$3,215,220
Subtotal Phases 1, 2, and 3	\$43,274,213	70%	\$30,413,333
Animal Control Facility	\$12,000,000	50%	\$6,000,000
Total Public Safety Costs	\$55,274,213		\$36,413,333

Source: City of Roseville and EPS

[1] Assumes the same future development cost allocation as the 2020 PFFP Nexus Study Update.

[2] Assumes that expansion costs are 100% attributable to new development as a result in the increased demand from growth in new development requires new/expanded facilities that would otherwise not be required if there was no new growth.

[3] 20 percent of the service population for Public Safety is a result of growth from new development. Alteration costs attributable to new development is equal to the percentage of growth as a result of new development.

Table B-2
Roseville Public Facilities Fee Program Nexus Study Update
PR&L Facilities Cost Summary and Allocation

2025

Facilities	Improvement Costs		
	Total Cost	Allocation	PFF Funded
Pistachio Regional Park			
West Roseville Community Center and Library	\$123,308,750	35%	\$43,158,063
BMX, Pickleball Complex, and Parking	\$8,900,690	35%	\$3,115,241
Subtotal Pistachio Regional Park	\$147,986,779	35%	\$46,273,304
Splash Pad and Playground at Pistachio Regional Park	\$2,496,946	35%	\$873,931
West Roseville Skate Park	\$6,609,962	22%	\$1,465,441
Universally Accessible and Destination Playgrounds	\$3,400,000	35%	\$1,190,000
Citywide Park	\$94,003,300	16%	\$14,721,708
Total Parks, Recreation, and Library Facilities	\$386,706,427		\$64,524,384

Source: City of Roseville and EPS

Table B-3
Roseville Public Facilities Fee Program Nexus Study Update
CIP - Downtown Development Projects

2025

Facility	Improvement Costs		
	Cost Per SF/LF/Unit	SF/LF/Unit	Total Cost
Future Downtown Development Projects			
Historic Old Town Parking Structure/Amtrak Parking Lot	-	-	\$26,500,000
Total Downtown Development Project Costs			\$26,500,000

Source: City of Roseville and EPS

Table B-4
Roseville Public Facilities Fee Program Nexus Study Update
CIP Detailed Costs - Parks, Recreation, & Libraries

2025

Facilities	Costs		
	Cost Per SF/LF/Unit	SF/LF/Unit	Total Cost
Parks, Recreation, and Library Facilities			
Pistachio Regional Park			
West Roseville Community Center & Library			
Building - 1st Floor	\$1,150	55,000	\$63,250,000
Building - 2nd floor	\$1,210	27,500	\$33,275,000
Foundation & Site Work	\$50	82,500	\$4,125,000
Design & Eengineering	-	-	\$350,000
Permitting	-	-	\$650,000
Special Inspections	-	-	\$275,000
Secondary Labor	-	-	\$300,000
FF&E	-	-	\$5,000,000
Subtotal			\$107,225,000
Contingency	15%	-	\$16,083,750
Total Cost			\$123,308,750
BMX, Pickleball Complex, and Parking			
BMX	\$104	10,100	\$1,050,400
Pickleball Courts	\$300,000	6	\$1,800,000
Fencing	\$275	550	\$151,250
Parking	\$2,500	250	\$625,000
Lighting	-	-	\$750,000
Restroom	-	-	\$250,000
Futsal	\$200,000	2	\$400,000
Shade Structures	\$80,000	4	\$320,000
Walkways & Plazas	-	-	\$1,530,000
Subtotal BMX, Pickleball Complex, and Parking	-	-	\$6,876,650
4 Year Escalation	3%		\$7,739,730
Contingency	15%	-	\$1,160,960
Total BMX, Pickleball Complex, and Parking			\$8,900,690
Total Pistachio Regional Park			\$147,986,779

Table B-4
Roseville Public Facilities Fee Program Nexus Study Update
CIP Detailed Costs - Parks, Recreation, & Libraries

2025

Facilities	Costs		
	Cost Per SF/LF/Unit	SF/LF/Unit	Total Cost
Splash Pad and Playground at Pistachio Regional Park			
Splash Pad	-	-	\$1,092,048
Playground	-	-	\$200,000
Play area containment	-	-	\$214,000
Walkways	\$15	3,500	\$52,500
Lighting	-	-	\$45,650
Fencing	\$60	1,100	\$66,000
Subtotal Splash Pad and Playground			\$1,670,198
Soft Costs	30%	-	\$501,059
Subtotal Splash Pad and Playground (Plus Soft Costs)			\$2,171,257
Contingency	15%	-	\$325,689
Total Splash Pad and Playground			\$2,496,946
West Roseville Skate Park			
Skate and pump track	\$104	32,310	\$3,360,240
Parking Lot	\$2,500	150	\$375,000
Fencing	-	-	\$438,000
Walkways	\$15	32,240	\$483,600
Lighting	-	-	\$250,000
Restroom	-	-	\$200,000
Subtotal Skate Park			\$5,106,840
4 Year Escalation	3%		\$5,747,793
Contingency	15%	-	\$862,169
Total Skate Park			\$6,609,962
Universally Accessible and Destination Playgrounds			\$3,400,000
Citywide Park			
Baseball Facilities	-	-	\$63,042,000
Field House	\$1,100	17,000	\$18,700,000
Subtotal Citywide Park			\$81,742,000
Contingency	15%	-	\$12,261,300
Total Citywide Park			\$94,003,300
Total Parks, Recreation, and Library Facilities			\$247,887,025

Source: City of Roseville and EPS

Table B-5
Roseville Public Facilities Fee Program Nexus Study Update
CIP Detailed Costs - Public Safety Facilities

2025

Facilities	Improvement Costs		
	Cost Per SF/LF/Unit	SF/LF/Unit	Total Cost
Public Safety Expansion 1A			
Parking Lot Expansion			
Parking Development (86,223 SF +/-)	\$25	86,223	\$2,155,575
Gateways	\$60,000	2	\$120,000
Fencing/Perimeter Walls 10' height (LF)	\$350	1,000	\$350,000
Electrical Infrastructure only (L2)	\$8,000	20	\$160,000
Electrical Infrastructure only (DCFC 60KW)	\$10,000	15	\$150,000
Electrical Infrastructure only (DCFC 150KW)	\$25,000	10	\$250,000
Transformers and Switchgear	\$400,000	1	\$400,000
Security	\$100,000	1	\$100,000
Solar, ESS, and Canopy	\$500,000	1	\$500,000
Landscape	\$200,000	1	\$200,000
Subtotal Parking Lot Expansion Costs			\$4,385,575
Corporation Yard Road			
North Side Gutter	\$150	810	\$121,500
Culvert Extension and Storm Drain	\$250,000	1	\$250,000
Dig-outs and Repave - Road Repairs	\$80,000	1	\$80,000
Cap and Seal	\$40,000	1	\$40,000
Guardrails and Incidental	\$20,000	1	\$20,000
Subtotal Corporation Yard Road Costs			\$511,500
Relocation and Expansion of Street Maintenance Building			
New PEMB Building (Equivalent SF)	\$120	3,000	\$360,000
Site Development (driveway/parking/infrastructure)	\$25	33,000	\$825,000
Landscape	\$50,000	1	\$50,000
Subtotal Relocation and Expansion Costs			\$1,235,000
Subtotal Phase 1A			\$6,132,075
Contingency	30%		\$1,839,623
Permitting and Design	20%		\$1,226,415
Total Phase 1A Costs			\$9,198,113
Phase 2			
RPD Expansion	\$600	20,000	\$12,000,000
Contingency	30%		\$3,600,000
Permitting and Design	20%		\$2,400,000
Total Phase 2			\$18,000,000

Table B-5
Roseville Public Facilities Fee Program Nexus Study Update
CIP Detailed Costs - Public Safety Facilities

2025

Facilities	Improvement Costs		
	Cost Per SF/LF/Unit	SF/LF/Unit	Total Cost
Phase 3 - Building Alternations			
1st Floor			
Mark White Meeting room (Front)	\$1,100	1,151	\$1,266,100
Side Meeting Room Addition	\$800	346	\$276,800
Property Storage	\$600	1,725	\$1,035,000
Evidence Transfer	\$350	127	\$44,450
Dispatch Remodel	\$600	2,215	\$1,329,000
Dispatch Addition	\$900	315	\$283,500
IT Expansion	\$1,200	268	\$321,600
Subtotal 1st Floor Costs			\$4,556,450
2nd Floor			
Locker Room	\$500	3,774	\$1,887,000
Lactation	\$250	87	\$21,750
Gym (Converted from Locker Room)	\$500	656	\$328,000
Gym Addition over (E) floor	\$800	1,134	\$907,200
Gym/Locker addition over roof	\$1,000	2,018	\$2,018,000
Restroom Remodels	\$900	1,110	\$999,000
Subtotal 2nd Floor Costs			\$6,160,950
Subtotal Building Alteration Costs			\$10,717,400
Contingency	30%		\$3,215,220
Permitting and Design	20%		\$2,143,480
Subtotal Phase 3			\$16,076,100
Total Public Safety Expansion			\$43,274,213
Animal Control Facility			
City Portion	-	-	\$12,000,000
Land Acquisition [1]	-	-	\$0
Subtotal Animal Control Facility			\$12,000,000
Total Public Safety Expansion Costs			\$55,274,213

Source: City of Roseville and EPS

[1] Assumes dedication of land at no cost to the City.

Table B-6
Roseville Public Facilities Fee Program Nexus Study Update
CIP Detailed Costs - IT Projects

2025

Facilities	Improvement Costs		
	Cost Per SF/LF/Unit	SF/LF/Unit	Total Cost
IT Projects			
East Site Communication Tower	-	-	\$2,965,306
Total IT Projects			\$2,965,306

Source: City of Roseville and EPS

ORDINANCE NO. _____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
SECTIONS 4.52.010, 4.52.020, 4.52.040, 4.52.050, 4.52.060, 4.52.070, 4.52.080, 4.52.090
AND 4.52.130 OF CHAPTER 4.52 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING PUBLIC FACILITIES FEES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The sections of the Roseville Municipal Code listed above are hereby amended to read as shown on Attachment “A”.

SECTION 2. This ordinance shall be effective January 5, 2026.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ATTACHMENT "A"

§ 4.52.010. Purpose.

The city council finds and declares that the purpose of this chapter is as follows:

- A. The city must be provided, in a time frame related to its development, with an adequate level of public facilities so as to maintain adequate levels of public services.
- B. New development, and the expansion of existing development, within the city imposes a burden on the existing public facilities and creates a need for additional public facilities. Such burdens may vary by the type of land use.
- C. Analysis of the current land use within the city makes it possible to estimate the burden or need for various public facilities generated by different types of land uses. Analysis of the land use expected at buildout of the city pursuant to the general plan makes it possible to estimate the type and amount of public facilities necessary to support that additional land use. It is therefore possible to construct a fee, imposed on new development, which equitably spreads the burden of public facilities to development which creates the need for them. It is the intent of this chapter to create such a fee, spreading costs of public facilities to development which creates the need for such public facilities, without generating any surplus to the general fund. It is the further purpose of this chapter to implement the general plan by assuring that adequate public facilities are financed and provided to serve the city.
- D. The fee established by this chapter has been calculated in the manner set forth in the study, as hereinafter defined, so as to pay for those facilities listed in the study.
- E. The fee established by this chapter is in addition to any other fees or charges required by law as a condition of development.
- F. The fee established by this chapter is to be collected for public facilities for which an account has been established.
- G. That the failure to impose the conditions and regulations of this chapter relating to payment of the fee on building permits, or as soon as otherwise authorized by law, would jeopardize residents of the community, in that it would permit construction to proceed without adequate public facilities or means of financing said public facilities.
- H. The requirement of this chapter to pay the fee is necessary in order to assure compliance with the applicable zoning ordinance and general plan requirements for the facilities funded by this chapter.
- I. That for a period of greater than 10 days prior to adoption of this chapter, data has been available to the public and to developers and their representatives indicating the cost or estimated cost of all the facilities to be funded, the revenue sources anticipated and the means of spreading these costs.
- J. That the city council has considered the effect of the fee imposed by this chapter with respect to the housing needs of the city as a whole and of the region, particularly as required by the housing element of the general plan, and the city council finds that this chapter does not unduly adversely affect the city's ability to provide for such needs.
- K. That the establishment of the fee is for the purpose of obtaining funds for capital projects,

necessary to maintain service required by the general plan within existing service areas and existing portions of the city which are developed or for which land use has already been granted.

§ 4.52.020. Definitions.

The following words are defined for purposes of this chapter as follows:

“Building permit” means the permit issued or required by the city for the construction of any structure pursuant to and as defined by the building code.

“Director” means the administrative services director/city treasurer of the City of Roseville.

“Facilities” mean those public facilities, improvements or infrastructure shown and included in the study, including ancillary uses and appurtenances.

“Fee” or “public facilities fee” means the fee established by this chapter. The fee shall be collected prior to the approval of any building permit, or as soon as otherwise authorized by law. The fee shall be used solely to finance the facilities.

“Improvement plan” means a site plan of property proposed for development showing all required improvements that must be approved by the city prior to the issuance of a building permit for the property.

“Public facilities fund” means that special interest-bearing fund established pursuant to Section 4.52.030.

“Public facilities” mean buildings or other improvements owned by the City of Roseville or Placer County.

“Study” means the “Public Facilities Fee Impact Study” prepared by MuniFinancial and dated November 20, 2003, and the Public Facilities Fee Impact Fee Update prepared by MuniFinancial and dated November 7, 2007, and the Public Facilities Fee Update prepared by Economic & Planning Systems, Inc. prepared for the fee increase effective October 1, 2015, and the Public Facilities Fee Update prepared by Economic & Planning Systems, Inc. prepared for the fee increase effective January 4, 2021, and the Public Facilities Fee Update prepared by Economic & Planning Systems, Inc. prepared for the fee increase effective January 5, 2026. The Study and Fee Update are on file in the office of the city clerk.

§ 4.52.040. Payment of public facilities fee.

Except as otherwise provided by this chapter, the fee imposed pursuant to this chapter shall be paid at or prior to the issuance of any building permit, or as soon as otherwise authorized by law. Calculation of the fee shall be determined in accordance with the Study and this chapter, the type of development and the extent of development. Descriptions of land use categories in this chapter,

except as otherwise noted, are utilized in the same manner as in the general plan. Public facilities are exempt from the public facilities fee.

§ 4.52.050. Public facilities fee—Residential.

Effective January ~~45, 2021~~2026, the fee for residential development shall be: ~~Low density residential~~

~~<1,500 sq. ft. shall be \$5,067 per dwelling unit;~~

~~1,500 to 2,500 sq. ft. shall be \$6,281 per dwelling unit~~

~~2,500 to 3,500 sq. ft. shall be \$6,805 per dwelling unit~~

~~>3,500 sq. ft. shall be \$7,185 per dwelling unit~~

~~Effective January 5, 2026, the fee for (LDR) shall be \$3,528.00 per dwelling unit; Medium density residential (MDR) shall be~~

~~\$3,266.00 per dwelling unit; Ssingle-family age-restrictedage-restricted residential development shall be;~~

~~\$2,352.00 per dwelling unit<1,500 sq. ft. shall be \$3,450 per dwelling unit;~~

~~1,500 to 2,500 sq. ft. shall be \$4,283 per dwelling unit~~

~~2,500 to 3,500 sq. ft. shall be \$4,640 per dwelling unit~~

~~>3,500 sq. ft. shall be \$4,758 per dwelling unit~~

§ 4.52.060. Public facilities fee—Commercial and unspecified development.

Effective January ~~5, 2021~~2026, the fee for commercial or unspecified development shall be ~~\$1.08~~0.66 per square foot of structure.

§ 4.52.070. Public facilities fee—Industrial.

Effective January ~~5, 2021~~2026, the fee for light industrial development shall be \$0.~~72~~44 per square foot of structure and for general industrial the fee shall be \$0.~~44~~27 per square foot of structure.

§ 4.52.080. Public facilities fee—Business/professional.

Effective January ~~5, 2021~~2026, the fee for business/professional and central business district development shall be \$~~1.45~~0.89 per square foot of structure.

§ 4.52.090. Public facilities fee—Multifamily-HDR and HDR-age restricted.

Effective January ~~5, 2021~~2026, the fee for multifamily development shall be:

<1,500 sq. ft. shall be \$3,420 per dwelling unit;

1,500 to 2,500 sq. ft. shall be \$4,239 per dwelling unit

2,500 to 3,500 sq. ft. shall be \$4,591 per dwelling unit

>3,500 sq. ft. shall be \$4,848 per dwelling unit

~~\$2,352.00 per dwelling unit.~~ Effective January ~~5, 2021~~2026, the fee for multifamily age--restricted development shall be:

<1,500 sq. ft. shall be \$2,380 per dwelling unit;

1,500 to 2,500 sq. ft. shall be \$2,890 per dwelling unit

2,500 to 3,500 sq. ft. shall be \$3,130 per dwelling unit

>3,500 sq. ft. shall be \$3,211 per dwelling unit ~~\$1,959.00 per dwelling unit~~

§ 4.52.130. Fee adjustments.

- A. A developer of any project subject to the fee established by this chapter may apply to the director for a reduction or adjustment to the fee based upon the absence of any reasonable relationship or nexus between the impacts of the project and either the amount of the fee or the facilities to be financed by the fee. The application shall be made in writing and filed with the director not later than 20 calendar days after notification of the amount of the fee. The application shall state in detail the factual basis for the claim of reduction or adjustment and the amount of the proposed reduction or adjustment. The director shall consider the application and render his or her decision in writing not later than 45 calendar days after the filing of the fee adjustment request. Any person aggrieved by the decision of the director may, within 20 calendar days thereafter, appeal the decision in writing to the city council by filing an appeal with the city clerk. The city council shall consider such appeals within 45 calendar days after filing. The decision of the city council shall be final. No building permit, unless as otherwise required by law, shall be issued for the project until the final decision pursuant to this section has been made. No application for a project shall be considered final or complete for purposes of the Permit Streamlining Act (Government Code Section 65920 et seq.), or any other purpose, until a final decision pursuant to this section has been made.
- B. Notwithstanding the provisions of subsection A, a project proponent or applicant may pay the fee “under protest” and receive a building permit; provided, however, that the application for reduction or adjustment shall thereafter be filed within 10 calendar days or any objection shall be deemed waived. If a reduction or adjustment is received after payment pursuant this subsection is made, a refund to the applicant shall be made of that amount by which the fee is reduced or adjusted.
- C. The project proponent or applicant applying for a reduction or adjustment shall have

the burden of proof, by a preponderance of the evidence, that a reasonable relationship or nexus is lacking between the fee, or the facilities to be financed by the fee, and the particular project.

D. In the event of any reduction or adjustment in the fee granted pursuant to this section, any later change in the use, zoning, or land use designation for the property involved shall subject the then owner to payment of the then applicable fee for such new uses, zoning, or land use designation, whether or not a building permit is required.

~~D.E.~~ The protest procedures set forth in this section are administrative procedures which must be exhausted prior to the institution of any judicial proceeding concerning the fees protested.