Roseville Electric Building,
116 S. Grant Street, 1st Floor

roseville.ca.us

The City of Roseville welcomes your participation.

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

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

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

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

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

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

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

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

Krista Bernasconi, Mayor
Karen Alvord, Vice Mayor
Bruce Houdesheldt, Councilmember
Tracy Mendonsa, Councilmember
Pauline Roccucci, Councilmember
Dominick Casey, City Manager
Michelle Sheidenberger, City Attorney
Carmen Avalos, City Clerk

AGENDA

City Council Regular Meeting
November 5, 2025
6:00 PM
Roseville Electric Building,
116 S. Grant Street, 1st Floor

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. PRESENTATION

1. Proclamation - Nurse Practitioner Week, November 9-15, 2025

Summary: Proclaim November 9-15, 2025, as National Nurse Practitioner Week and encourage all residents in recognizing and celebrating the outstanding service of nurse practitioners to our community.

CONTACT: Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

2. Resolution - Michael Bradley

Summary: Commend Mike Bradley for his 20 years of exemplary service, leadership, and commitment to public safety in the City of Roseville and the Roseville Fire Department, congratulate him for his many accomplishments and wish him a long, healthy, and enjoyable retirement.

CONTACT: Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

VII. CONSENT CALENDAR

3. Minutes of Prior Meeting (CITY CLERK DEPARTMENT)

Summary: Staff recommends approval of the minutes of the October 15, 2025 City Council Meeting.

CONTACT: Adilia Keller 916-774-5265 amkeller@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve the minutes of the October 15, 2025 City Council Meeting.

4. Peer Support - Approval of a New Non-Capital Multi-Year Project and Budget Adjustment (FIRE DEPARTMENT)

Summary: Staff recommends approval of a new non-capital multi-year project for Peer Connect, a peer support management software providing mental health support for first responders. Staff also recommends approval of a budget adjustment in the amount of $23,300 for opioid remediation activities to be performed by the Fire Department. Funding is available from the Opioids Settlements Fund.

CONTACT: Jamie Pepin 916-774-5400 jpepin@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7010 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

5. 2024 Homeland Security Grant Program - New Capital Improvement Project, Subaward Agreement, and Budget Adjustment (FIRE DEPARTMENT)

Summary: Staff recommends Council acceptance of a grant award, establishment of a related new Capital Improvement Project called the 2024 Homeland Security Grant Program, and authorization for the City Manager to execute required documents for the grant award. Staff also recommends approval of a budget adjustment increasing appropriations and associated revenue for the grant project. The total cost is estimated to be $51,284 and will be reimbursed through an equivalent grant award with no expected City share of the cost.

CONTACT: Josh Marone 916-774-4759 jmarone@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve the establishment of a new Capital Improvement Project called the 2024 Homeland Security Grant Program; and

b. Adopt Resolution No. 25-342 approving a subaward agreement, by and between the City of Roseville and the Placer County Office of Emergency Services, and authorizing the City Manager to execute the agreement on behalf of the City of Roseville; and

c. Adopt Ordinance No. 7009 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

6. **The Rocky Ridge Road Landscape Improvement Project - Award of Contract** (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of an agreement with WABO Landscape & Construction, Inc. in the amount of $1,142,840 for the Rocky Ridge Road Landscape Improvement Project, authorization for the City Manager to execute it on behalf of the City of Roseville, and authorization for the City Manager or designee to approve change orders in an amount not to exceed 15% of the contracted amount. Funding for the Rocky Ridge/Cirby Streetscape and Sunrise Greenway Improvements project was approved in the FY24-2025 budget using FY2022-23 General Fund year-end budget surplus.

CONTACT: Josh Cervantes 916-746-1233 jrcervantes@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-335 approving an agreement, by and between the City of Roseville and WABO Landscape & Construction, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

7. **The Courts at Gibson Park Frontage Improvement Project - Award of Contract and Budget Adjustment** (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of an agreement with Frontline General Engineering Construction Inc. in the amount of $473,532 for the Courts at Gibson Frontage Improvement Project, authorization for the City Manager to execute it on behalf of the City of Roseville, and authorization for staff to approve change orders in the amount not-to-exceed 10% of the contracted amount. Funding is from The Courts at Gibson Park Frontage project. Staff also recommends approval of a budget adjustment in the amount of $172,500 from the General Fund to The Courts at Gibson Park Frontage project, increasing the total project budget to $622,500. The budget adjustment will (1) transfer $170,000 from the General Fund Capital Reserve Fund to the General Fund and (2) increase the General Fund revenue budget for rent received in the amount of $2,500, to fund the project.

CONTACT: Josh Cervantes 916-746-1233 jrcervantes@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-337 approving an agreement, by and between the City of Roseville and Frontline General Engineering Construction, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Ordinance No. 7007 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

8. **Parks Contractor Pre-Qualifications** (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of the pre-qualification process set forth by the California Department of Industrial Relations (DIR) publication, including the approval of the DIR uniform rating system and modified experience ratings, for the City's Parks, Recreation & Libraries Department capital projects to be bid and/or begin construction in the 2026 calendar year. Staff also recommends approval of the appeals process set forth in the Notice to Contractors, and to authorize the City Manager to appoint an Appeals Panel consisting of one Assistant City Manager, the Director of Parks, Recreation & Libraries, and one member of staff experienced in the public works bidding process. There is no direct fiscal impact in approving the pre-qualification and appeals process.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-348 approving the pre-qualifications procedure for certain Parks, Recreation & Libraries projects and approving the administrative hearing process for appeals; and

b. Approve the pre-qualification process set forth in the Department of Industrial Relations (DIR) publication, including the approval of the DIR uniform rating system and modified experience ratings, for Parks, Recreational & Libraries capital projects to be bid and/or begin construction in the 2026 calendar year; and

c. Approve the appeals process set forth in the Notice to Contractors; and

d. Authorize the City Manager to appoint an appeals panel consisting of the Assistant City Manager, the Director of Parks, Recreation & Libraries and one member of staff experienced in the public works bidding process.

9. Riego Creek Park Turf Conversion - Notice of Completion (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of the Notice of Completion for the Riego Creek Turf Conversion Project. The total cost of the construction contract with Brightview Landscape Development, Inc. is $288,685. Funding for this project was included in the Neighborhood Park - West Roseville Specific Plan Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-339 accepting the public work known as Riego Creek Park Turf Conversion Project, approving the “Notice of Completion”, and authorizing the Parks, Recreation and Libraries Director to execute said notice on behalf of the City of Roseville.

10. Fleet Services Parts - Sole Source Purchase Order (PUBLIC WORKS DEPARTMENT - FLEET)

Summary: Staff recommends approval of a sole source purchase order with One Source Parts LLC in the amount of $120,000 for the purchase of refuse truck parts. One Source Parts LLC is the sole authorized provider of many of the parts used on the City's fleet of Bridgeport refuse trucks. These parts are crucial in the maintenance of the City's growing refuse fleet. Funding for these parts will come from the Fleet Services Fund budget.

CONTACT: Josh Brooks 916-746-1731 jlbrooks@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve a Sole Source purchase order with One Source Parts, LLC for the procurement of critical parts used to maintain the City's refuse fleet.

11. Public Safety Vehicle Parts and Services – Contract Purchase Agreement (PUBLIC WORKS DEPARTMENT - FLEET)

Summary: Staff recommends approval of a contract purchase agreement utilizing Placer County's contract# SCN108420 for one year from October 1, 2025, to September 30, 2026, with LEHR Upfitters OpCo LLC dba LEHR. This contract will provide upfitting services for public safety vehicles, which includes the materials and labor needed to provide features not available directly from the vehicle manufacturers. The total cost of parts and services during the contract period will not exceed $1,000,000. Funding for the LEHR contract purchase agreement is included in the FY2025-26 Fleet Replacement Fund budget and will be recommended in the proposed FY2026-27 budget.

CONTACT: Lea Schroeder 916-774-5503 lschroeder@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-340 approving a contract purchase agreement, by and between the City of Roseville and Lehr Upfitters Opco LLC dba Lehr, and authorizing the City Manager to execute it on behalf of the City of Roseville.

12. Roseville Police Department Expansion Project - Professional Design Services Agreement Amendment (PUBLIC WORKS DEPARTMENT - FACILITIES)

Summary: Staff recommends approval of a first amendment to the professional design services agreement with 19Six Architects in the amount of $879,511 for the completion of the Police Department Expansion Project construction documents and to incorporate the design of three life-cycle system replacement projects. A discretionary 10% contingency is also requested to cover the cost of unforeseen conditions. The costs of the additional services are covered by the Police Department Facility Expansion, Design and Construction Project with a current project budget of $11,130,000, which includes both design and construction, in the Public Facilities and Facility Rehabilitation funds.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-343 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.

13. Backflow Program Technology Project - Budget Adjustment (ENVIRONMENTAL UTILITIES DEPARTMENT - WATER)

Summary: Staff recommends approval of a budget adjustment in the amount of $245,000 for Information Technology Department secondary labor costs to complete integrations and upgrades to the City's asset management and billing systems for cross-connection control and backflow prevention program compliance. Funding is available in the Water Operations Fund.

CONTACT: Rachel Tooker 916-746-1712 rtooker@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7008 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

14. SB 1383 Compliance – Professional Services Agreement (ENVIRONMENTAL UTILITIES DEPARTMENT - SOLID WASTE)

Summary: Staff recommends approval of a professional services agreement with SMART Compliance for the procurement of solid waste compliance software, two field printers, and up to 100 hours of software customization. These services are needed to streamline regulatory compliance and to effectively manage programs, documents, and operations. The contract cost of $110,500 is included in the FY2025-26 Waste Services Operations Fund budget and is funded by the CalRecycle Local Assistance Grant.

CONTACT: Michelle White 916-774-5774 mjwhite@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-344 approving a professional services agreement, by and between the City of Roseville and SMART Compliance, and authorizing the City Manager to execute it on behalf of the City of Roseville.

15. Housing Inspection Services - Professional Services Agreement (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends approval of a professional services agreement with CSG Consultants for the purpose of providing Housing Inspection Services funded by Community Development Block Grant, Home Investment Partnerships Program, CalHome, and Building Equity and Growth in Neighborhoods (BEGIN) Program funds. The not-to-exceed amount per year is $20,000, while the total not-to-exceed maximum for the five-year contract term is $100,000. No General Fund resources will be used.

CONTACT: Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

The City Council will consider the recommendation to:
a. Adopt Resolution No. 25-338 approving a professional services agreement by and between the City of Roseville and CSG Consultants, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

16. Purchase of Natural Gas - Base Contract (ELECTRIC DEPARTMENT - FINANCIAL & ADMINISTRATIVE)

Summary: Staff recommends approval of the North American Energy Standards Board (NAESB) Base Contract for Sale and Purchase of Natural Gas with ARM Energy Management LLC. Executing this NAESB Base Contract will expand Roseville's pool of pre-approved natural gas counterparties, enhancing procurement flexibility during periods of market volatility. There is no cost associated with the execution of this contract, as these documents serve as enabling agreements.

CONTACT: Patrick Zanardelli 916-774-5673 pzanardelli@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-345 approving a Base Contract for Sale and Purchase of Natural Gas, by and between the City of Roseville and Arm Energy Management, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

17. Light Duty Steel Poles (RFQ 10-3425) — Purchase Orders (FINANCE DEPARTMENT - PURCHASING)

Summary: Staff recommends approval of purchase orders with MVA Power, Inc. for the purchase of light-duty steel poles in response to Request for Quotations (RFQ) No. 10-3425. The estimated cost for FY2025-26 is $500,000. Estimated spending for the optional renewal years of FY2026-27 through FY2029-30 is $900,000 per fiscal year. Funding for this purchase is included in the FY2025-26 Electric Fund budget.

CONTACT: Sue Jessup 916-746-1107 sjessup@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-336 approving a purchase order for light duty steel poles.

18. Cost Allocation Plan and Indirect Cost Rate Proposal - Professional Services Agreement Amendment (FINANCE DEPARTMENT - BUDGET)

Summary: Staff recommends approval of the final optional renewal of the professional services agreement with MGT Impact Solutions, LLC, in the amount of $33,720 which is included in the Finance Department's FY2025-26 budget to prepare the City's Cost Allocation Plan and Indirect Cost Rate Proposals for the FY2026-27 budget.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-341 approving a third amendment to professional services agreement, by and between the City of Roseville and MGT Impact Solutions, LLC, a Florida Limited Liability Company, successor in interest to MGT of America Consulting, LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

END OF CONSENT CALENDAR

VIII. PRESENTATIONS/REPORTS

19. Creekview Phase 5 Community Facilities District No. 1 - Bond Issuance (FINANCE DEPARTMENT)

Summary: Staff recommends Council authorization for the issuance of special tax bonds for and on behalf of the Creekview Phase 5 Community Facilities District (CFD) No. 1 (Public Facilities), and approving the Fiscal Agent Agreement, Bond Purchase Agreement, Acquisition Agreement, and Preliminary Official Statement. The Series 2025 Bonds are being issued at the developer's request in an amount not to exceed $18,000,000. Special taxes levied within the Creekview Phase 5 Community Facilities District (CFD) No. 1 will be paid by property owners and will be sufficient to cover debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as to provide future funding for maintenance and replacement of constructed facilities. Issuance of these bonds will have no impact on 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. 25-347 authorizing the issuance of special tax bonds for and on behalf of the City of Roseville Creekview Phase 5 Community Facilities District No. 1 (public facilities), approving and directing the execution of a fiscal agent agreement, bond purchase agreement and acquisition agreement, approving the form of preliminary official statement, approving sale of such bonds, and approving other related documents and actions.

20. Campaign Contribution Limitation and the Levine Act - Roseville Municipal Code Amendments (CITY ATTORNEY DEPARTMENT)

Summary: Staff recommends that the City Council introduce for first reading an ordinance to amend Section 2.60.065 of Chapter 2.60 of Title 2 of the Roseville Municipal Code (RMC), to remove the odd-year CPI-based adjustment language and align with the current Levine Act limitation amount ($500). Senate Bill (SB) 1439 (2022), as amended by SB 1243 (2024) and SB 1181 (2024), expanded the coverage of the Levine Act to apply to local officials. The Levine Act functions as a campaign contribution limit and conflict of interest scheme to prevent "pay-to-play" practices by limiting the use of campaign contributions as a way to influence the outcome of certain discretionary approvals that may come before agency officials. The proposed RMC amendments are intended to help ensure compliance and prevent violations, make the limitation amount more transparent for candidates, officials, and the community, and align more closely with current law and regulations.

CONTACT: Jonathan Levy 916-774-5325 jlevy@roseville.ca.us

The City Council will consider the recommendation to:

a. Introduce, for first reading, an ordinance to amend Section 2.60.065 of Chapter 2.60 of Title 2 of the Roseville Municipal Code, to remove the odd-year CPI-based adjustment language and make other Levine Act-related conforming amendments.

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. Prohousing Designation Application Renewal (DEVELOPMENT SERVICES - PLANNING)

Summary: Staff recommends Council authorize staff to apply for renewal to participate in the California Department of Housing and Community Development (HCD) Prohousing Designation Program. Jurisdictions must complete an application and provide documentation of their policies, publish the application for a 30-day public review period, hold an informational workshop, publish any revisions, and adopt a Resolution prior to submitting the complete application to HCD. The City's draft application was published for a 30-day review period which closed on September 29, 2025. The project has no negative impacts on the City's General Fund and renewal of the City's Prohousing designation makes the City eligible to receive various grant funding sources.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-346 authorizing an application and participation in the Prohousing Designation Program, and authorizing the City Manager to execute it on behalf of the City of Roseville.

X. PUBLIC COMMENTS

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

XI. STAFF/COUNCIL REPORTS

XII. ADJOURNMENT

City Council Communication

Meeting Date: 11/5/2025
Item #: VI.1
File #: 0102-06
Item ID: 2025-522

Title:	Proclamation - Nurse Practitioner Week, November 9-15, 2025
Contact:	Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

SUMMARY

Proclaim November 9-15, 2025, as National Nurse Practitioner Week and encourage all residents in recognizing and celebrating the outstanding service of nurse practitioners to our community.

RECOMMENDATION

Proclaim November 9-15, 2025, as National Nurse Practitioner Week and encourage all residents in recognizing and celebrating the outstanding service of nurse practitioners to our community.

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

6. Deliver exceptional City services

Respectfully Submitted,
Arleta Wagenhals, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

1. Proclamation - Nurse Practitioner Week

REVIEWERS:

Katrina Six, City Clerk Department	Created/Initiated - 10/28/2025
Helen Dreyer, City Clerk Department	Approved - 10/28/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/28/2025

Michelle Sheidenberger, City Attorney Department	Approved - 10/28/2025
Katrina Six, City Clerk Department	Final Approval - 10/28/2025

Proclamation

NATIONAL NURSE PRACTITIONER WEEK
NOVEMBER 9-15, 2025

WHEREAS, nurse practitioners are advanced practice registered nurses with specialized graduate education and clinical training who serve as trusted, frontline healthcare providers for millions of patients across the United States; and

WHEREAS, nurse practitioners diagnose, treat, and prescribe medications and other treatments through a compassionate, patient-centered, and holistic approach to care, improving health outcomes and strengthening the nation's healthcare system; and

WHEREAS, healthcare is one of the largest and fastest-growing industries in Roseville, employing more than 10,000 people and accounting for nearly 14% of local jobs, reflecting the City's continued commitment to the well-being of its community; and

WHEREAS, from the opening of Roseville Community Hospital in 1952 to the continued growth and investment of Kaiser Permanente Roseville Medical Center and Sutter Roseville Medical Center, Roseville has a strong foundation of healthcare excellence that serves hundreds of thousands in the greater Sacramento region; and

WHEREAS, nurse practitioners play a vital role within this thriving healthcare network, ensuring that patients in Roseville and across California have timely access to comprehensive, evidence-based, and compassionate care; and

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **November 9-15, 2025,** as **NATIONAL NURSE PRACTITIONER WEEK** and encourage all residents in recognizing and celebrating the outstanding service of nurse practitioners to our community.

SIGNED and APPROVED this 5th day of November, 2025.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

KRISTA BERNASCONI, MAYOR

City Council Communication

Meeting Date: 11/5/2025
Item #: VI.2
File #: 0102-10
Item ID: 2025-741

Title:	Resolution - Michael Bradley
Contact:	Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

SUMMARY

Commend Mike Bradley for his 20 years of exemplary service, leadership, and commitment to public safety in the City of Roseville and the Roseville Fire Department, congratulate him for his many accomplishments and wish him a long, healthy, and enjoyable retirement.

RECOMMENDATION

Commend Mike Bradley for his 20 years of exemplary service, leadership, and commitment to public safety in the City of Roseville and the Roseville Fire Department, congratulate him for his many accomplishments and wish him a long, healthy, and enjoyable retirement.

BACKGROUND

Not Applicable.

FISCAL IMPACT

Not Applicable.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

6. Deliver exceptional City services

Respectfully Submitted,
Arleta Wagenhals, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

1. Resolution - Mike Bradley

REVIEWERS:

Blair Hutchison, City Clerk Department — Created/Initiated - 10/24/2025

Katrina Six, City Clerk Department	Approved - 10/24/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/24/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/24/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

Resolution

WHEREAS, Division Chief Mike Bradley has dedicated his career to protecting the lives and property of others, earning the respect and admiration of his colleagues, community members, and the fire service profession as a whole; and

WHEREAS, Mike started his journey in public safety with a deep desire to serve, earning his degrees and certifications in Paramedicine and Fire Service, laying the foundation for a lifetime of commitment to excellence, professionalism, and learning; and

WHEREAS, Mike began his firefighting career with the South Placer Fire Department in 1998, volunteering his time and energy to serve his community. His dedication and skill quickly led him into a full-time position that he held for five years; and

WHEREAS, in 2005, Mike joined the Roseville Fire Department as a Firefighter Paramedic, bringing with him a strong work ethic, technical expertise, and a deep sense of compassion for the people he served. Over the next 20 years, he rose through the ranks—earning the respect of peers and leadership alike—and ultimately serving as Division Chief; and

WHEREAS, throughout his tenure, Mike pursued professional growth and excellence, achieving multiple certifications from the California State Board of Fire Services, including Fire Marshal Series Instructor, Fire Investigator, Fire Prevention Officer, Safety Officer, and Chief Officer; and

WHEREAS, Mike's leadership extended beyond his formal duties. He served on numerous departmental committees—such as Staffing, Recruitment, UTV, and Apparatus—helping to shape department priorities and strengthen operational readiness. He also contributed as a valued member of the Fire Investigation Team and the Hazardous Materials Team, where his technical expertise and calm leadership were invaluable; and

WHEREAS, as the Division Chief overseeing the Fire Life Safety Division, Mike provided steadfast leadership, guiding his team with professionalism, fairness, and a strong commitment to continuous improvement. His efforts enhanced the department's prevention and inspection programs, modernized operations, and supported the development of future fire service leaders; and

WHEREAS, as Fire Marshal, Mike played a vital role in the safe development of the City of Roseville, ensuring that public safety remained a top priority in major infrastructure and commercial projects. His expertise helped guide the construction and fire safety planning for facilities such as Kaiser Permanente Hospital, Sutter Medical Center, and the forthcoming Bosch semiconductor manufacturing plant—projects that will serve generations of Roseville residents; and

WHEREAS, Mike's career is distinguished not only by technical achievement but also by his consistent demonstration of character, integrity, and service above self. He has been recognized through numerous letters of appreciation from both the community and city leadership, as well as departmental honors including the 2024 Pride of Roseville Award and the 2025 Customer Service Award; and

WHEREAS, throughout his three decades of fire service, Mike has embodied the highest ideals of the profession—courage in the face of danger, compassion toward those in need, and unwavering commitment to teamwork and service. His leadership, mentorship, and kindness have left a lasting impression on the Roseville Fire Department and the community he served; and

WHEREAS, as Mike Bradley retires after 30 years of honorable service, his legacy will continue to be felt in the department's culture, its standards of excellence, and the countless firefighters and community members who have benefited from his dedication and leadership.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **MIKE BRADLEY** be commended for his 20 years of exemplary service, leadership, and commitment to public safety in the City of Roseville and the Roseville Fire Department, congratulated for his accomplishments and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 5th day of November 2025

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

KRISTA BERNASCONI, MAYOR

City Council Communication

Meeting Date: 11/5/2025
Item #: VII.3
File #: 0102-03
Item ID: 2025-787

Title:	Minutes of Prior Meeting
Contact:	Adilia Keller 916-774-5265 amkeller@roseville.ca.us

SUMMARY

Staff recommends approval of the minutes of the October 15, 2025 City Council Meeting.

RECOMMENDATION

Approve the minutes of the October 15, 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,
Adilia Keller, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

1. October 15, 2025 Minutes

REVIEWERS:

Katrina Six, City Clerk Department	Created/Initiated - 10/23/2025
Melissa Lipp, City Clerk Department	Approved - 10/23/2025
Katrina Six, City Clerk Department	Final Approval - 10/23/2025

Krista Bernasconi, Mayor
Karen Alvord, Vice Mayor
Bruce Houdesheldt, Councilmember
Tracy Mendonsa, Councilmember
Pauline Roccucci, Councilmember
Dominick Casey, City Manager
Michelle Sheidenberger, City Attorney
Carmen Avalos, City Clerk

MINUTES

City Council Regular Meeting
October 15, 2025
6:00 PM
City Council Chambers, 311 Vernon Street

I. CALL TO ORDER

Mayor Bernasconi called the meeting to order at 6:02 PM.

II. ROLL CALL

Present: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

III. PLEDGE OF ALLEGIANCE

Indira Infante from the Latino Leadership Council led the Pledge of Allegiance.

IV. MEETING PROCEDURES

City Clerk Carmen Avalos announced the procedures for addressing the City Council.

V. PUBLIC COMMENTS

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

Ariya Prakash - Spoke in support of HSS and Diwali and on outreach programs for shelters and food banks.

Jennifer Chapman - Spoke on Dry Creek Conservancy's creek clean-ups.

VI. CONSENT CALENDAR

Motion by Councilmember Houdesheldt, seconded by Councilmember Roccucci, to approve the Consent Calendar as recommended. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

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.

City Clerk Carmen Avalos made the presentation to the City Council.

Indira Infante from the Latino Leadership Council spoke in support of the item.

Jennifer Chapman - Spoke in support of the event.

Motion by Councilmember Houdesheldt, seconded by Councilmember Mendonsa, to approve sponsorship to the Latino Leadership Council, Inc. in the amount of $1,500 for their 2nd annual Dia De Los Muertos events to be held November 1 and November 2, 2025. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

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.

Chief Operating Engineer Shawn Matchim introduced Power Supply and Portfolio Administrator Petra Wallace.

Power Supply and Portfolio Administrator Petra Wallace made the presentation to the City Council.

No public comment received.

Motion by Councilmember Roccucci, seconded by Councilmember Mendonsa, to 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. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

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.

Economic Development Manager Wayne Wiley introduced Economic Development Analyst Gina McColl and Senior Planner Lauren Hocker.

Economic Development Analyst Gina McColl made the presentation to the City Council.

Senior Planner Lauren Hocker provided clarification.

Jennifer Chapman spoke in support of the item.

Motion by Councilmember Mendonsa, seconded by Vice Mayor Alvord, to adopt Resolution No. 25-333 approving the Commercial Corridors Development Impact Fee and Credit Program; and adopt Resolution No. 25-334 approving the Commercial Corridors Facade and Frontage Improvement Rebate Program. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

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.

Finance Director Scott Pettingell made the presentation to the City Council.

No public comment received.

Motion by Councilmember Mendonsa, seconded by Councilmember Roccucci, to 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 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. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

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

City Clerk Carmen Avalos announced the public hearing is continued to November 19, 2025.

Motion by Councilmember Mendonsa, seconded by Councilmember Roccucci, to continue this item to the November 19, 2025 Council Meeting. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

IX. PUBLIC COMMENTS

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

No public comment received.

X. STAFF/COUNCIL REPORTS

Councilmember Houdesheldt spoke on various events.

River Valley Community Bank Ribbon Cutting Ceremony - Councilmember Mendonsa, and Councilmember Roccucci reported on attendance.

Mental Health Facility and Medium Security Vocational Training Facility Tour - Councilmember Roccucci reported on attendance.

Mayor Bernasconi spoke on various community events.

XI. ADJOURNMENT

Mayor Bernasconi adjourned the meeting at 7:05 p.m.

City Council Communication

Meeting Date: 11/5/2025
Item #: VII.4
File #: 0324 & 0201-01
Item ID: 2025-719

Title:	Peer Support - Approval of a New Non-Capital Multi-Year Project and Budget Adjustment
Contact:	Jamie Pepin 916-774-5400 jpepin@roseville.ca.us

SUMMARY

Staff recommends approval of a new non-capital multi-year project for Peer Connect, a peer support management software providing mental health support for first responders. Staff also recommends approval of a budget adjustment in the amount of $23,300 for opioid remediation activities to be performed by the Fire Department. Funding is available from the Opioids Settlements Fund.

RECOMMENDATION

Staff recommends that the City Council approve a new non-capital multi-year project for Peer Connect, a peer support application, and authorize the City Manager to execute it on behalf of the City of Roseville. Staff recommends that the City Council adopt an ordinance to approve a budget adjustment in the amount of $23,300 for opioid remediation activity performed by the Fire Department.

BACKGROUND

The City has received funds from the California Opioid Settlements to be used for opioid remediation activities. Funds originate from multi-state settlements with prescription opioid manufacturers, distributors and pharmacies to resolve liabilities in over 3,000 opioid crisis-related lawsuits nationwide. California's cities and counties that receive funds from the California Opioid Settlements are to use monies received on opioid remediation activities. The California Department of Health Care Service (DHCS) has provided guidance on allowable expenditures and has defined Opioid Remediation as the care, treatment and other programs and expenditures designed to:

1. Address the misuse and abuse of opioid products;
2. Treat or mitigate opioid use or related disorders; or
3. Mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic.

The Roseville Fire Department plans to utilize funds from the California Opioid Settlements to pay for a three-year subscription to a peer support application which provides mental health support for first responders.

FISCAL IMPACT

The recommended budget adjustment will establish and fund a new non-capital multi-year project, Peer Connect - Opioid Grant Funded, in the Opioid Settlements Fund, and increase the revenue and expenditure budgets for the project by $23,300 for the Peer Connect application for FY2025-26.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to

cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Jamie Pepin, Fire Division Chief

Ryan Harrigan, Fire Chief

ATTACHMENTS:

1. Ordinance 7010
2. California Opioid Settlements - Allowable Expenditures

REVIEWERS:

Katrina Rostam, Fire Department	Created/Initiated - 10/7/2025
Deanna Schondelmayer, Fire Department	Approved - 10/7/2025
Ryan Harrigan, Fire Department	Approved - 10/8/2025
Gretchen Hakala, City Clerk Department	Approved - 10/9/2025
Kelly Aye, City Attorney Department	Approved - 10/22/2025
Katrina Six, City Clerk Department	Approved - 10/23/2025
Ryan DeVore, City Clerk Department	Approved - 10/23/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/23/2025
Dominick Casey, City Clerk Department	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

ORDINANCE NO. 7010

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 Peer Connect Non-Capital 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:	Katrina Rostam, Management Analyst II	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Katrina Rostam, Management Analyst II	ORDINANCE:	
DEPARTMENT/DIVISION:	Fire Department/Fire Operations		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2611	5471	84001	700079	23,300	Increase appropriations for project expense budget
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				23,300	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2611	4435	84001	700079	23,300	Increase to project revenue budget
REVENUES/TRANSFERS IN TOTAL				23,300	

NET ADJUSTMENT	-	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				-	

Justification for Budget Adjustment:

Staff recommends that Council authorize the establishment of a new Non-Capital Multi-Year Project, the Peer Connect - Opioid Grant Funded Project (700079), and adopt an ordinance to approve a budget adjustment appropriating $23,300 in the Opioid Settlements Fund to the project for the cost of a three year contract for a peer support management application within the Fire Department. This use aligns with the purpose of the Opioid Settlements Fund to fund wellness and support services for first responders.

CALIFORNIA OPIOID SETTLEMENTS

Allowable Expenditures

On July 21, 2021, California Attorney General Rob Bonta announced the final settlement agreements with prescription opioid manufacturer Janssen Pharmaceuticals and pharmaceutical distributors McKesson, Cardinal Health, and AmerisourceBergen (the Distributors). These were the first of several opioid settlements that will provide substantial funds for the remediation of the opioid crisis in California.

This document is intended to provide guidance for California's cities and counties (otherwise known as Participating Subdivisions) that receive funds from the California Abatement Accounts Fund through current and future California Opioid Settlements.[1]

This resource includes three sections:

- Section 1: Use of California (CA) Abatement Accounts Fund
- Section 2: High Impact Abatement Activities (HIAA)
- Section 3: List of Opioid Remediation Uses (Exhibit E) – Core Strategies and Approved Uses

Questions about the applicability of strategies to expend funds received from the CA Abatement Accounts Fund can be directed to DHCS at OSF@dhcs.ca.gov.

[1] Opioid settlements in this instance refers to final and proposed agreements between the State of California and opioid distributors and manufacturers: Janssen Pharmaceuticals and Johnson & Johnson (collectively "Janssen"); McKesson, Cardinal Health, and AmerisourceBergen (collectively, Distributors); Teva; Allergan; and pharmacies Walgreens, Walmart, and CVS (collectively, The Pharmacies), as well as any future opioid settlement agreements which follow the structure of these agreements.

Section 1: Use of California (CA) Abatement Accounts Fund

Funds from the California Opioid Settlements are intended to support opioid remediation activities. As defined in the National Opioid Settlement Agreements, opioid remediation is the "care, treatment, and other programs and expenditures designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid crisis."

Pursuant to the California State-Subdivision Agreements, funds from the CA Abatement Accounts Fund must be used for opioid remediation activities in one or more of the areas described in Exhibit E of the National Opioid Settlement Agreements. Section 3 of this document provides a copy of Exhibit E, which is divided into Schedule A and Schedule B strategies. Schedule A provides a list of core opioid remediation strategies identified through the National Opioid Settlements, while Schedule B provides a list of additional opioid remediation strategies identified through the settlements.

Pursuant to the National Opioid Settlement Agreements, funds from the CA Abatement Accounts Fund may also be used to support reasonable related administrative expenses for opioid remediation activities.

Section 2: High Impact Abatement Activities (HIAA)

California state officials, in partnership with counsel representing cities and counties, have agreed on a list of opioid remediation activities to prioritize within the State of California. These priorities, referred to as High Impact Abatement Activities (HIAA), can be found in the respective California State-Subdivision Agreements. Many of the activities listed in Exhibit E of the National Opioid Settlement Agreements can qualify as HIAA, depending on their focus.

Pursuant to the California State-Subdivision Agreements, **no less than fifty percent (50%)** of the funds received by a Participating Subdivision in each calendar year from the CA Abatement Accounts Fund will be used for one or more of the HIAA listed below:

Table 1: High Impact Abatement Activities (HIAA)

No.	Activity
1	Provision of matching funds or operating costs for substance use disorder (SUD) facilities within the Behavioral Health Continuum Infrastructure Program (BHCIP)
2	Creating new or expanded SUD treatment infrastructure[2]
3	Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD
4	Diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction
5	Interventions to prevent drug addiction in vulnerable youth
6	The purchase of naloxone for local entities including for distribution and efforts to expand access to naloxone for opioid overdose reversals.

Section 3: List of Opioid Remediation Uses – Core Strategies and Approved Uses

Participating Subdivisions shall choose from among the opioid remediation strategies listed in "Approved Uses" (Schedule B) of Exhibit E, which are listed below. However, priority should be given to the following core opioid remediation strategies ("Core Strategies" (Schedule A)).

Pursuant to the National Opioid Settlement Agreements, words like "expand," "fund," or "provide" shall not indicate a preference for new or existing programs.

[2] May include cost overrun for BHCIP programs as needed.

Core Strategies (Schedule A)

A. Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (MAT) Distribution and Other Opioid-Related Treatment

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

C. Pregnant and Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (SBIRT) services to non-Medi-Cal eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (OUD) and other SUD/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome (NAS)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. Expansion Of Warm Hand-Off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. Evidence-Based Data Collection and Research Analyzing the Effectiveness of the Abatement Strategies Within the State

Approved Uses (Schedule B)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder (SUD) or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

Part I: Treatment

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of OUD and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of MAT approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence- based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including tele-mentoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication– Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have — or are at risk of developing — OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co- occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid- related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("PAARI");
    2. Active outreach strategies such as the Drug Abuse Response Team ("DART") model;
    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("LEAD") model;

5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co- occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co- occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions ("CTI"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice- involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with NAS, through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co- occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co- occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co- occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services — Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

Part II: Prevention

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:
    i. Increase the number of prescribers using PDMPs;
    ii. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
    iii. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co- occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health

needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co- occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

Part III: Other Strategies

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid- related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH

conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co- occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("ADAM") system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

City Council Communication

Meeting Date: 11/5/2025
Item #: VII.5
File #: 0214 & 0201-01
Item ID: 2025-760

Title:	2024 Homeland Security Grant Program - New Capital Improvement Project, Subaward Agreement, and Budget Adjustment
Contact:	Josh Marone 916-774-4759 jmarone@roseville.ca.us

SUMMARY

Staff recommends Council acceptance of a grant award, establishment of a related new Capital Improvement Project called the 2024 Homeland Security Grant Program, and authorization for the City Manager to execute required documents for the grant award. Staff also recommends approval of a budget adjustment increasing appropriations and associated revenue for the grant project. The total cost is estimated to be $51,284 and will be reimbursed through an equivalent grant award with no expected City share of the cost.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the establishment of a new Capital Improvement Project called the 2024 Homeland Security Grant Program - Fire - 2024-0088-071; and
2. Adopt a resolution authorizing the City Manager to execute an agreement accepting a grant award, contract number 2024-0088-71, from the 2024 Department of Homeland Security Grant Program as sub-grantee through the Placer County Office of Emergency Services; and
3. Adopt an ordinance approving a budget adjustment of $51,284 increasing appropriations for the grant award in the Grants Fund for the project.

BACKGROUND

Congress, through the Department of Homeland Security, periodically allocates funds for local security and preparedness needs. Sometimes the allocations are based on population, and sometimes they are based on identified local risks. The funds are distributed to the states and the states distribute them to the counties, then the counties prioritize, administer, file claims and distribute reimbursements for the grants. Placer County's Office of Emergency Services (PCOES) has awarded the City of Roseville as a sub-grantee from the 2024 Department of Homeland Security Grant Program $51,284 in a grant award.

The Fire Department was awarded $51,284 with sub-award contract 2024-088-071 to purchase Type II Rescue Extrication equipment for the Fire Department Technical Rescue Team and hazmat detectors for the Type I Hazardous Materials Team.

FISCAL IMPACT

The total cost is estimated to be $51,284 and will be reimbursed through an equivalent grant award with no expected City share of the cost. Maintenance costs for the new equipment is expected to be included within the department's existing budget in the General Fund. There is no expected additional impact on the

General Fund. The department will continue to seek grants to purchase this type of equipment as technology improves and equipment reaches its end of life, as well as provide additional training to keep and maintain skills for the service of the community.

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 approval of a new capital improvement project, grant award agreement, and budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
2. Remain fiscally responsible in a changing world

Respectfully Submitted,
Josh Marone, Fire Battalion Chief

Ryan Harrigan, Fire Chief

ATTACHMENTS:

1. Resolution 25-342
2. 24 HSGP Subwardee Agreement
3. Ordinance 7009

REVIEWERS:

Katrina Rostam, Fire Department	Created/Initiated - 10/14/2025
Deanna Schondelmayer, Fire Department	Approved - 10/15/2025
Ryan Harrigan, Fire Department	Approved - 10/15/2025
Katrina Six, City Clerk Department	Approved - 10/15/2025
Kelly Aye, City Attorney Department	Approved - 10/22/2025
Katrina Six, City Clerk Department	Approved - 10/22/2025
Ryan DeVore, City Clerk Department	Approved - 10/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/24/2025
Dominick Casey, City Clerk Department	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

RESOLUTION NO. 25-342

APPROVING A SUBAWARD AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE PLACER COUNTY OFFICE OF EMERGENCY SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Subaward Agreement, by and between the City of Roseville and the Placer County Office of Emergency Services, has been reviewed by the City Council to receive grant funds from the United States Department of Homeland Security for the 2024 Homeland Security Grant Program; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City of Roseville accepts the United States Department of Homeland Security grant award through the Placer County Office of Emergency Services, and the City Manager is hereby authorized to execute the aforementioned Subaward Agreement and any subsequent revisions that effectuate the overall purpose of the agreement, so long as any such revisions are non-substantive or ministerial in nature and have been approved by the City Attorney's Office.

BE IT FURTHER RESOLVED that as the grant recipient, the City of Roseville agrees to comply with all conditions and requirements related to the award.

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

DEPARTMENT OF HOMELAND SECURITY
SUBAWARDEE GRANT AGREEMENT

CONTRACT NO: 2024-0088-071
DEPARTMENT: Office of Emergency Services
SUBAWARDEE: City of Roseville
SUBAWARDEE UEI #: W49TKZLUYCJ3

GRANT INFORMATION:
Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP) Subaward #2024-0088
Subaward Period: 09/01/2024 – 05/31/2027
Federal Grantor Agency – US Department of Homeland Security CFDA #97.067
Pass-through State Agency – California Office of Emergency Services
FIPS #061-00000, Subaward #2024-0088

This Agreement is entered into as of the date last signed below ("Effective Date") between the County of Placer, a political subdivision of the State of California (hereinafter "County") City of Roseville (hereinafter "SUBAWARDEE", collectively "Parties").

WHEREAS, County has been designated as the pass-through agent for the local administration of the State Homeland Security Grant Program ("SHSGP") which consists of federally awarded funds from the Federal Emergency Management Agency ("FEMA") through the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, SUBAWARDEE submitted an application to County for an award of a portion of the SHSGP that has been awarded to County; and

WHEREAS, County has approved SUBAWARDEE's application for such grant funds conditioned on SUBAWARDEE's approval and execution of this Agreement; and

WHEREAS, the purpose of this Agreement is to memorialize SUBAWARDEE's legal obligations with respect to its use of the grant funds and its compliance with the terms and conditions of the SHSGP; and

WHEREAS, pursuant to Placer County Board of Supervisors Resolution No. 2022-128 (current HSGP GBR) dated June 21, 2022, which is attached hereto and incorporated herein as Exhibit C, the Assistant Director of the Placer County Office of Emergency Services ("PlacerOES") has been authorized to execute this Agreement on behalf of County; and

WHEREAS, County and SUBAWARDEE desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, County and SUBAWARDEE agree as follows:

1. GRANT FUNDS & GRANT ACTIVITIES. SUBAWARDEE will utilize 2024 State Homeland Security Grant Program (SHSGP) grant funds ("Grant Funds") only in the amount, type, and manner described in Exhibit A ("Scope of Grant Activities"). SUBAWARDEE will complete the tasks and/or activities in Exhibit A ("Grant Activities") within the term of this Agreement.

2. TERM OF AGREEMENT. This Agreement commences on the last date of execution of this Agreement and shall terminate on December 31, 2026 (December of year prior to closeout date).

3. SHSGP OBLIGATIONS.

A. Federal and State Requirements. The state and federal grant award requirements are provided in Exhibit B ("CalOES Standard Assurances"). SUBAWARDEE shall abide by all requirements therein, including:

i. The Department of Homeland Security Standard Terms and Conditions referenced therein.

ii. The requirement to provide proof in the form of a duly adopted resolution of the SUBAWARDEE's governing body supporting the application and the proposed Grant Activities and identifying the individual who is authorized to execute this Agreement, which shall be provided as Exhibit D to this Agreement.

iii. The requirement to adhere to government cost principles, uniform administrative requirements, and audit requirements provided in 2 CFR 200, as they may be updated from time to time by the federal Office of Management and Budget.

iv. The requirement to adhere to all applicable federal regulations; the FEMA Notice of Funding Opportunity ("NOFO"); the FEMA Preparedness Grants Manual; the California Supplement to the NOFO; and federal and state grant program guidelines.

v. The audit and access to records provisions, which require SUBAWARDEE to provide County, the Comptroller General of the Unities States, and, if appropriate, the state, with access to all records related to the Grant Funds.

B. Procurement. SUBAWARDEE's systems for acquiring goods and services under this Agreement shall comply with applicable federal regulations. All contracts awarded by SUBAWARDEE related to this Agreement, including but not limited to those in amounts less than the simplified acquisition threshold, shall contain the provisions set forth in 2 CFR 200, as applicable.

C. Use of Grant Funds for Fee or Profit Prohibited. The use of Grant Funds for the payment of any fee or profit under a sub-award, as defined in 2 CFR 200 subpart A–E, is not allowable. The term sub-award does not include the SUBAWARDEE's procurement of goods and services needed to carry out Grant Activities.

D. Post-Award Requirements. SUBAWARDEE shall meet all closeout and continuing responsibilities, such as equipment tracking, monitoring, auditing, and records retention pursuant to the requirements in Exhibit B. SUBAWARDEE expressly agrees that use of the funds award is subject to single audit requirements pursuant to 2 CFR Part 200, Subpart F – Audit Requirements, Section 200.500.

E. Notification of Adverse Developments. The SUBAWARDEE shall notify County in writing of any developments that have a significant adverse impact on Grant Activities, as soon as reasonably practicable. This notification shall include a statement of the adverse issues,

impact expected, action taken or contemplated, and any assistance needed to resolve the situation.

F. Pre-award Costs. SUBAWARDEE may not incur pre-award costs prior to the effective date of this Agreement as determined by CalOES. If SUBAWARDEE chooses to incur pre-award costs, it is at SUBAWARDEE's sole risk and shall not impose any obligation on County.

G. Unexpended Allocation. SUBAWARDEE is not authorized to carry forward any unexpended allocation of Grant Funds beyond the term of this Agreement. As soon as SUBAWARDEE is aware that Grant Funds will not be expended, SUBAWARDEE shall notify County in writing and return the unused allocation of Grant Funds to County.

H. Ownership of Work Product. All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by SUBAWARDEE hereunder shall be the property of the federal government, state, and County and shall be delivered to County by SUBAWARDEE upon completion of the Grant Activities. SUBAWARDEE may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by County and state as applicable.

I. Property. Title to all nonexpendable and expendable tangible personal property purchased by the SUBAWARDEE with Grant Funds shall be deemed to have vested in the SUBAWARDEE upon purchase, in accordance with the provisions of 2 CRF 200, without further obligation. Title to any federally owned property remains vested in the federal government. No real property may be acquired with Grant Funds.

J. Reports. SUBAWARDEE shall submit the following reports and/or information electronically to County:

   i. *Quarterly Status Report*. This report form provided by County, is due 15 days after quarter end, shall keep the County informed of SUBAWARDEE activity and progress toward accomplishment of the objectives of the Grant Activities.

   ii. *Equipment Tracking*. SUBAWARDEE shall submit equipment information to County at least every 18 months, as required by 2 CFR 200. The equipment information must include a physical inventory report of all equipment that was purchased with the Grant Funds. SUBAWARDEE must report all equipment valued under $5,000 to County, and County approval is required to remove such equipment from the equipment inventory report. Equipment that is lost, stolen, or destroyed needs to be reported to County and may need to be replaced by SUBAWARDEE at SUBAWARDEE's sole expense.

4. GRANT FUND PAYMENT.

A. County shall process SUBAWARDEE's payment requests on a reimbursement basis. Grant Funds shall not be paid in advance. SUBAWARDEE shall submit payment requests quarterly, as provided below.

   i. Quarter 1 (January–March): Payment request due April 15

ii. Quarter 2 (April–June): Payment request July 15

iii. Quarter 3 (July–September): Payment request October 15

iv. Quarter 4 (October–December): Payment request January 15

With each payment request, SUBAWARDEE must provide supporting documentation reflecting actual costs incurred and associated Grant Activities performed and/or completed. Failure to meet the above deadlines and/or provide supporting documentation may result in payment delays.

B. Each payment request must include a certification, signed by an official who is authorized to legally bind the SUBAWARDEE, which reads as follows:

> "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, and false claims otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

C. County will review each payment request from SUBAWARDEE and, if approved, submit the request to CalOES on behalf of SUBAWARDEE. CalOES may submit the request to FEMA for approval.

D. SUBAWARDEE understands and acknowledges that County does not control either the process for approving payment requests submitted to CalOES or CalOES's decision regarding the payment request. Responsibility for processing, approving, and making payment in connection with any payment request submitted by SUBAWARDEE lies exclusively with CalOES and County shall have no financial liability to SUBAWARDEE for CalOES's failure to process, approve, or make payment in connection with any payment request.

E. If the County becomes aware of any deficiencies in the payment request, County shall communicate the deficiencies to the SUBAWARDEE along with the corrective action necessary to allow County to submit the payment request to CalOES. SUBAWARDEE shall be responsible for correcting any deficiencies in the request.

F. When County receives Grant Funds from CalOES, County will process payment of Grant Funds to SUBAWARDEE. Because of the multiple agencies involved in reviewing and approving these payment requests, payment processing may take up to twelve (12) months.

5. DISGORGEMENT. SUBAWARDEE understands and acknowledges that its failure to comply with the requirements of this Agreement, including but not limited to its failure to comply with the rules and regulations governing the use of Grant Funds, may result in an audit or monitoring of SUBAWARDEE's use of the Grant Funds or SUBAWARDEE's compliance with the rules and regulations governing its use of Grant Funds, or both, by FEMA or CalOES. SUBAWARDEE further understands and acknowledges that the result of any such audit may be a demand by FEMA, CalOES, and/or County that SUBAWARDEE repay (disgorge) some or all of the Grant Funds.

SUBAWARDEE shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, and employees from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from a demand from FEMA or CalOES, or both, for repayment of some or all of the Grant Funds as a result of SUBAWARDEE's failure to comply with any term or condition of this Agreement.

6. NOTICES. Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

A. Delivered personally to the person below, as of the date of delivery; or

B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or

C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of County, to:

Name, Title: David Atkinson, Assistant Director of Emergency Services
Address: 2968 Richardson Dr.
Auburn CA, 95603
Telephone: 530-886-5300
Email: grants@placer.ca.gov

In the case of SUBAWARDEE, to:

Name, Title: Dominick Casey, City Manager
Address: 311 Vernon Street
Roseville, CA, 95678
Telephone: 916-774-5288
Email: dcasey@roseville.ca.us

7. TERMINATION AND ENFORCEMENT. This Agreement may be terminated by County if SUBAWARDEE materially fails to comply with the terms and conditions herein. Such termination shall be effective upon service of written notice of termination on SUBAWARDEE. As an alternative to termination, County may, in its sole and exclusive discretion, impose special conditions or take appropriate action as provided in 2 CFR 200 subpart D.

8. INDEMNIFICATION. SUBAWARDEE shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or related to this Agreement. This obligation to indemnify will survive termination of this Agreement.

9. EXHIBITS; MERGER CLAUSE; AMENDMENTS. This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision,

requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

10. SUCCESSORS AND ASSIGNS. This Agreement is to be binding on the successors of the parties hereto. The services called for herein are deemed unique and SUBAWARDEE shall not assign, transfer, or otherwise substitute its interest in this Agreement.

11. CONFLICT OF INTEREST. SUBAWARDEE certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. SUBAWARDEE attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. SUBAWARDEE shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. SUBAWARDEE certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, SUBAWARDEE agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

12. VALIDITY OF ALL PARTS OF THE AGREEMENT. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.

13. GOVERNING STATE LAWS AND JURISDICTION. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

14. WAIVERS IN PART. County's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. County's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.

15. INTERPRETATION. This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

16. DUPLICATE COUNTERPARTS; ELECTRONIC SIGNATURE. This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

CITY OF ROSEVILLE ("SUBAWARDEE")*

_____
Signature

_____
Print Name

☐ Chair of the Board, ☐ President, or
☐ Vice President

Date: _____

_____
Signature

_____
Print Name

☐ Secretary, ☐ Asst. Secretary,
☐ Chief Financial Officer, or ☐ Asst. Treasurer

Date: _____

COUNTY OF PLACER ("COUNTY")

_____
David Atkinson, PE
Assistant Director of Emergency Services
Placer County Office of Emergency Services

Date: _____

Approved as to Form
Office of Placer County Counsel

_____

Date: _____

EXHIBITS:
Exhibit A: Scope of Grant Activities
Exhibit B: CalOES Standard Assurances
Exhibit C: County Resolution No. 2022-128
Exhibit D: SUBAWARDEE Resolution No. XXXXX

EXHIBIT A
SCOPE OF GRANT ACTIVITIES

See Attachment A

COUNTY OF Placer
EMERGENCY SERVICES

August 28, 2025

Ryan Harrigan, Fire Chief
City of Roseville Fire Department
316 Vernon St., Suite 480
Roseville, California 95678

DELIVERED VIA E-MAIL: rharrigan@roseville.ca.us
CC'd: kcullison@roseville.ca.us; krostam@roseville.ca.us

SUBJECT: **NOTIFICATION OF SUBAWARD**
Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP) Subaward #2024-0088
Subaward Period: 09/01/2024-05/31/2027

Dear Chief Harrigan:

We are pleased to announce the approval of your FY 2024 HSGP subaward in the amount of $51,284 for the following project(s):

Project 009: Project Title: Roseville Fire Department Extrication Equipment: $32,290
Project Description: The Type II Rescue Extrication Equipment.

Project 015: Project Title: Roseville Fire Department HAZMAT - Li Ion Battery Preparedness: $18,994
Project Description: Purchase of two HazMat detector to detect thermal runaway in Li Ion batteries.

This subaward is subject to requirements in the attached agreement, including but not limited to the Federal Emergency Management Agency (FEMA) Notice of Funding Opportunity (NOFO), the California Supplement to the NOFO, the FEMA Preparedness Grants Manual, and the California Governor's Office of Emergency Services (CalOES) Standard Assurances for Federal Non-Disaster Grant Programs.

To accept this award, you are required to execute and return the enclosed agreement with all required attachments to the Placer County Office of Emergency Services at grants@placer.ca.gov within 60 days of the date of this notice. We can also facilitate electronic signature of the documents, upon request.

After we receive the document with your signatures, we will provide you with a fully executed copy. For further assistance, please contact Brandy Dunkel at bdunkel@placer.ca.gov or 530-308-3555.

Sincerely,

David Atkinson, PE
Assistant Director of Emergency Services
Placer County Office of Emergency Services

Encl.
Department of Homeland Security Subaward Grant Agreement

Office of Emergency Services ▪ 2968 Richardson Dr. ▪ Auburn, CA 95603
(530) 886-5300 office ▪ (530) 886-5341 fax ▪ placeroes@placer.ca.gov

EXHIBIT B
CalOES STANDARD ASSURANCES

See Attachment B

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. **Period of Performance**
The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. **Lobbying and Political Activities**
As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity
The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) — be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
(k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in
6 C.F.R. Part 19;
(l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);

(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
(m) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $1,000,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;
(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of the PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

Initials _____

24. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

25. Duplicative Costs

Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the

government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Performance Goals (HSGP and NSGP)

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and

Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

40. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____Date: _____

Initials _____

EXHIBIT C
COUNTY RESOLUTION NO. 2022-128

See Attachment C

Before the Board of Supervisors
County of Placer, State of California

In the matter of: A RESOLUTION DESIGNATING COUNTY STAFF TO PERFORM ALL ACTIONS NECESSARY TO OBTAIN AND EXECUTE THE 2022, 2023, AND 2024 HOMELAND SECURITY GRANT PROGRAMS (HSGP)

Resolution No.: 2022-128

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held June 21, 2022, by the following vote on roll call:

Ayes: GORE, HOLMES, JONES, GUSTAFSON

Noes: NONE

Absent: WEYGANDT

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, the County of Placer is a subgrantee of the State of California for the Federal Homeland Security Grant Program (HSGP) which is managed by the California Governor's Office of Emergency Services (Cal OES); and

WHEREAS, CalOES requires the Board of Supervisors designate staff to perform all actions necessary to obtain and execute the 2022, 2023, and 2024 HSGP; and

WHEREAS, the Board confirms that the County Executive Officer, Deputy County Executive Officer, Assistant Director of Emergency Services, and Staff Services Manager are the appropriate designees to complete activities related to the administration of the HSGP.

BE IT RESOLVED, by the Board of Supervisors that the designated staff are authorized to perform all actions required to obtain and manage funds for the entirety of 2022, 2023, and 2024 HSGP performance periods. The foregoing Resolution was duly passed and adopted by the Board of Supervisors for the County of Placer, State of California at the regular meeting of the Board of Supervisors on June 21, 2022 by the vote listed above.

Attachment: Exhibit 1 – Governing Body Resolution

Governing Body Resolution

BE IT RESOLVED BY THE County of Placer Board of Supervisors
(Governing Body)

OF THE Placer County Office of Emergency Services *THAT*
(Name of Applicant)

County Executive Officer *OR*
(Name or Title of Authorized Agent)

Deputy County Executive Officer *OR*
(Name or Title of Authorized Agent)

Assistant Director of Emergency Services *OR*
(Name or Title of Authorized Agent)

Staff Services Manager .
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California.

Passed and approved this 21st day of June , 2022

Certification

I, Megan Wood , duly appointed and
(Name)

Clerk of the Board of the County of Placer
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by

the Board of Supervisors of the County of Placer on the
(Governing body) (Name of Applicant)

21st day of June , 2022

Placer County Clerk of the Board
(Official Position)

Megan Wood
(Signature)

June 21, 2022
(Date)

EXHIBIT D
SUBAWARDEE RESOLUTION NO. XXXXX

See Attachment D

ORDINANCE NO. 7009

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 2024 Homeland Security Grant Program.

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:	Katrina Rostam, Management Analyst II	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Katrina Rostam, Management Analyst II	ORDINANCE:	
DEPARTMENT/DIVISION:	Fire Department/Hazardous Materials		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	6587	84001	700084	51,284	Increase appropriations for project expense budget
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				51,284	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	4401	84001	700084	51,284	Increase to project revenue budget
REVENUES/TRANSFERS IN TOTAL				51,284	

NET ADJUSTMENT	-	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				-	

Justification for Budget Adjustment:

Fire Department Staff recommends that Council authorize the establishment of a new Capital Improvement Project - 2024-0088-0071 Homeland Security Grant Subaward from Placer County-FEMA (the "Project"), and adopt an ordinance to approve a budget adjustment appropriating $51,284 in the Grants Fund (2270) to the project for the purchase of hazardous material detectors for the Type I Hazardous Materials Team and extrication equipment for the Technical Rescue Team. Funding is provided by the Homeland Security Grant Program, subaward 2024-0088-071, through the Placer County Office of Emergency Services. The Fire Department will receive full reimbursement for the purchase of $51,284.

City Council Communication

Meeting Date: 11/5/2025
Item #: VII.6
File #: 0704-01
Item ID: 2025-725

Title:	The Rocky Ridge Road Landscape Improvement Project - Award of Contract
Contact:	Josh Cervantes 916-746-1233 jrcervantes@roseville.ca.us

SUMMARY

Staff recommends approval of an agreement with WABO Landscape & Construction, Inc. in the amount of $1,142,840 for the Rocky Ridge Road Landscape Improvement Project, authorization for the City Manager to execute it on behalf of the City of Roseville, and authorization for the City Manager or designee to approve change orders in an amount not to exceed 15% of the contracted amount. Funding for the Rocky Ridge/Cirby Streetscape and Sunrise Greenway Improvements project was approved in the FY24-2025 budget using FY2022-23 General Fund year-end budget surplus.

RECOMMENDATION

Staff recommends that the City Council:

1. Award the Rocky Ridge Road Landscape Improvement Project to the lowest responsive bidder, WABO Landscape & Construction, Inc.; and
2. Adopt a resolution to approve the agreement with WABO Landscape & Construction, Inc. for the Rocky Ridge Landscape Improvement Project, and authorize the City Manager to execute it; and
3. Authorize the City Manager or his designee to approve change orders in an amount not to exceed 15% of the contract amount.

BACKGROUND

The Rocky Ridge Road Landscape Improvement Project stretches between Strauch Drive and South Cirby Way and is the second phase of a larger streetscape corridor improvement effort to ensure all areas within the City are aesthetically pleasing and maintained at a consistent service level.

The first phase included improvements in the South Cirby medians between Champion Oaks Drive and Old Auburn Road. A new “Welcome to Roseville” sign design is being developed and will be installed once the design and fabrication is completed.

Improvements to the 5.8-acre Rocky Ridge streetscape will include, at a minimum, the purchase and installation of new water-conserving plantings, replacement of outdated irrigation equipment with new drip irrigation equipment, bark mulch and a cobbled dry creek with decorative boulders.

City Council approved the plans and specifications and authorized the call for bids at the July 16, 2025, Council meeting. Bids were opened on September 2, 2025, and staff received six bids. The bid results and the engineer’s estimate are as follows:

Bidder	Total Lump Sum Bid
Saenz Landscape, Inc.	$1,216,378

Landscape Development, Inc.	$1,206,991
Wabo Landscape & Construction, Inc	**$1,142,840**
Marina Landscape Services, Inc	$1,683,000
BrightView Landscape Development, Inc.	$904,385.79
PPB Design, Inc.	$2,049,053
Engineer's Estimate	$1,215,000

Staff recommends award of the project to Wabo Landscape & Construction, Inc., in the amount of $1,142,840 for the base bid.

Brightview Landscape Development, Inc. submitted the apparent low bid of $904,385.79; however, they were unable to provide all required documents by the bid deadline, resulting in an incomplete bid and is therefore non-responsive. The next low bidder was Wabo Landscape & Construction, Inc.

During the course of construction, it is common to encounter unanticipated or changed conditions in the field which necessitate additions or other changes in the project and contract. Staff requests authorization to approve change orders to the contract up to 15%. Generally, 10% is approved as the contingency amount. However, since this project is a renovation of an older asset where some conditions are unknown and undocumented, 15% will allow for needed adjustments during the implementation of this project.

FISCAL IMPACT

Funding for this project was approved in the FY2024-2025 budget using FY2022-23 General Fund year-end budget surplus.

ENVIRONMENTAL REVIEW

The Proposed Project involves the minor alteration of an existing facility and in condition of the land, water, and or vegetation which will not remove healthy, mature scenic trees. This activity is categorically exempt for CEQA as a Class 1 and Class 4 Exemption (State CEQA Guidelines Sections 15301 and 15304). The Exemption has 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
5. Support community engagement and advocacy
6. Deliver exceptional City services

Respectfully Submitted,
Josh Cervantes, Park Development Project Manager

Jill Geller, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Rocky Ridge Landscape Improvement Project - Vicinity Map
2. Resolution 25-335
3. Agreement

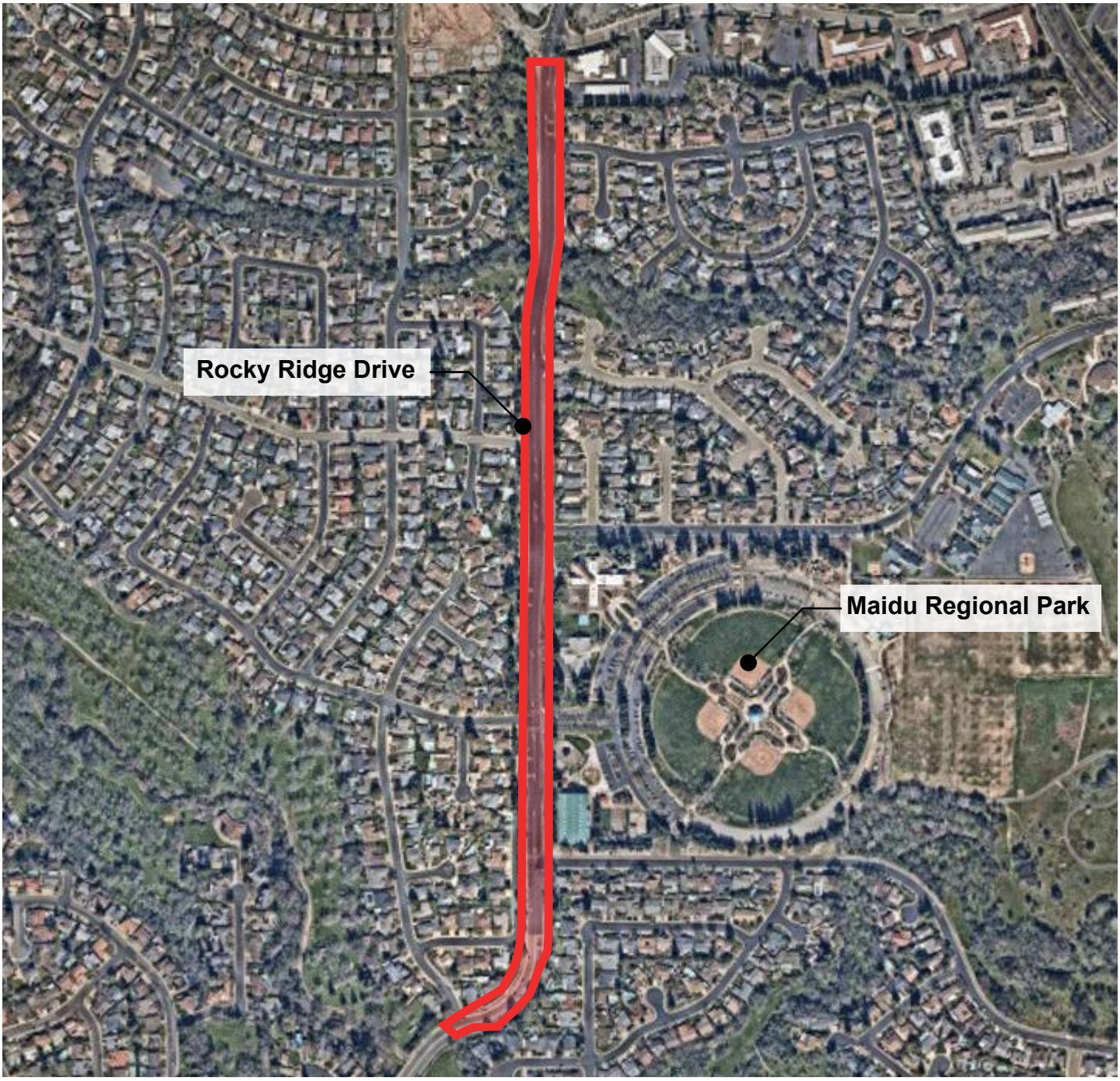
4. Bid Summary Sheet IFB# 13-177 The Rocky Ridge Road Landscape Improvement Project
5. Notice of Exemption

REVIEWERS:

Josh Cervantes, Parks, Recreation, and Libraries Department - Park Development	Created/Initiated - 9/24/2025
Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Approved - 10/9/2025
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 10/16/2025
Kelly Aye, City Attorney Department	Approved - 10/21/2025
Katrina Six, City Clerk Department	Approved - 10/21/2025
Ryan DeVore, City Clerk Department	Approved - 10/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/23/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

Rocky Ridge Landscape Improvement Project

Vicinity Map



RESOLUTION NO. 25-335

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WABO LANDSCAPE & CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for the Rocky Ridge Landscape Improvement Project, by and between the City of Roseville and WABO Landscape & Construction, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said 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 fifteen percent (15%) 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

AGREEMENT

THIS AGREEMENT, is made and entered into this _____day of _____, 20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and WABO Landscape & Construction, Inc., a California Corporation, ("CONTRACTOR"); and

WITNESSETH:

WHEREAS, the City Council of the CITY, at a meeting held on the 6th day of August, 2025, approved plans and specifications for the The Rocky Ridge Landscape Improvement Project and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 2nd day of September, 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 _____ day of _____, 20_____, the Council found and

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the The Rocky Ridge Landscape 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, one hundred forty-two thousand, eight hundred forty and no/100 dollars ($1,142,840.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

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

b. The accepted bid;

c. Plans and specifications (including standard construction specifications, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of $ 1,000 per day as liquidated damages, in the event of such delay.

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

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

CITY OF ROSEVILLE	CONTRACTOR
Jill Geller	Steve Gladden
Parks, Recreation & Libraries Director	WABO Landscape & Construction, Inc.
316 Vernon Street, Suite 400	726 Alfred Nobel Drive
Roseville, CA 95678	Hercules, CA 94547

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

WABO Landscape & Construction, Inc., a California Corporation

BY: _____
its: President, Steve Gladden

and

ATTEST:

BY: _____
its: Secretary/Treasurer, Balthasar Beck

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: Jill Geller

Title: Parks, Recreation & Libraries Director

IFB # 13-177

DATE: September 2, 2025

TIME: 3:05 PM

BID BOND REQUIRED: YES

BID SUMMARY SHEET

BID OPENING FOR:
The Rocky Ridge Road Landscape Improvement Project

CITY OF ROSEVILLE CALIFORNIA

Bidders Name City, State	Addendum #1	Bid Bond	Total Bid Amount
Saenz Landscape Rancho Cordova, CA	✓	✓	$1,216,378.00/xx
Landscape Development Inc. Valencia, CA	Not notated	✓	$1,206,991.00/xx
Wabo Landscape & Construction Inc Hercules, CA	✓	✓	$1,142,840.00/xx
Marina Landscape Orange CA.	✓	✓	$1,683,000.00/xx
Brightview Landscape Services Rocklin CA.	✓	✓ photo copy	$904,385.79/xx
JPB Designs Inc. Orangevale, CA.	✓	✓	$2,049,053.00/xx

Please Sign-In

Staff	*Visitors (Name & Company)*	*Visitors (Name & Company)*
Adilia Keller	Jennifer Adom	
Melissa Lipp		
My Tien Doan		
Kelly Appier		

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: Rocky Ridge Road Landscape Improvement Project

Project Location(s): Rocky Ridge Drive between Strauch Drive and South Cirby Way, Roseville, California 95661

Project Description: The project would approve improve the landscaping along the project corridor. These improvements along the 5.8 acre Rocky Ridge Drive streetscape would include, at a minimum, the purchase and installation of new water-conserving plantings, replacement of outdated irrigation equipment with new drip irrigation equipment, bark mulch and a cobbled dry creek bed with decorative boulders. All work will occur within the right-of-way, and there are no environmentally sensitive resources located onsite or immediately adjacent. The improvements would not result in expansion of use and would improve water efficiency.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Parks, Recreation and Libraries Department

Reason why this Project is Exempt: This project qualifies for a Class 1 and Class 4 Exemption as described in Sections 15301 and 15304 of the California Environmental Quality Act (CEQA) Guidelines which states:

> "Class 1 consists of the….minor alteration of existing public or private…. facilities… or topographical features involving negligible or no expansion of existing or former use… Examples include but are not limited to…(c) Existing highways and streets…and similar facilities" and
>
> "Class 4 consists of minor public or private alterations to the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees… Examples include, but are not limited to…(b) New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping."

The project would improve landscaping within the Rocky Ridge Drive streetscape between Strauch Drive and South Cirby Way. This would not result in expansion of use. Furthermore, the project would improve water efficiency within the streetscape landscaping; therefore, the Class 1 and Class 4 Exemptions is applicable to the proposed project.

Lead Agency Contact Person: Josh Cervantes, Parks, Recreation and Libraries Department, 316 Vernon Street, Roseville, CA 95678. (916) 746-1233

Signature: _____ Date: 7/18/2025

Jessica Lynch, Environmental Coordinator
City of Roseville

City Council Communication

Meeting Date: 11/5/2025
Item #: VII.7
File #: 0704-01 & 0201-01
Item ID: 2025-726

Title:	The Courts at Gibson Park Frontage Improvement Project - Award of Contract and Budget Adjustment
Contact:	Josh Cervantes 916-746-1233 jrcervantes@roseville.ca.us

SUMMARY

Staff recommends approval of an agreement with Frontline General Engineering Construction Inc. in the amount of $473,532 for the Courts at Gibson Frontage Improvement Project, authorization for the City Manager to execute it on behalf of the City of Roseville, and authorization for staff to approve change orders in the amount not-to-exceed 10% of the contracted amount. Funding is from The Courts at Gibson Park Frontage project. Staff also recommends approval of a budget adjustment in the amount of $172,500 from the General Fund to The Courts at Gibson Park Frontage project, increasing the total project budget to $622,500. The budget adjustment will (1) transfer $170,000 from the General Fund Capital Reserve Fund to the General Fund and (2) increase the General Fund revenue budget for rent received in the amount of $2,500, to fund the project.

RECOMMENDATION

Staff recommends that City Council:

1) Adopt a resolution to award the Courts at Gibson Frontage Improvement Project to Frontline General Engineering Construction, Inc., and authorize the City Manager to execute the agreement on behalf of the City of Roseville; and

3) Authorize the City Manager or his designee to approve change orders in an amount not-to-exceed 10% of the contracted amount; and

4) Adopt an ordinance to approve a budget adjustment in the amount of $172,500 from the General Fund to The Courts at Gibson Park Frontage project, transferring $170,000 from the General Fund Capital Reserve Fund to the General Fund, and increasing the General Fund revenue budget for rent received in the amount of $2,500.

BACKGROUND

The Courts at Gibson Park Frontage Improvement Project is located on a 13.75-acre site at the corner of Roseville Parkway and Gibson Drive, near the Galleria Mall. The first phase of this project was completed in January 2024 and includes nine lighted pickle ball courts and support features. The Courts at Gibson Park Frontage Improvement Project includes new landscaping, irrigation, and dry creek bed features along the frontage side of Roseville Parkway and Gibson Drive, new 8' wide concrete sidewalks along Roseville Parkway and Gibson Drive, and a concrete ADA-accessible ramp at the corner of Roseville Parkway and Gibson Drive. Additive alternates include improved concrete entrance ramps to pickleball courts #3, #7, and #9.

Council approved the plans and specifications and authorized staff to re-bid on the project at the August 6, 2025 meeting.

Bid Summary

The bids opened on September 2, 2025. The bid results and engineer's estimate are as follows:

Bidder:	Total Lump Sum Bid:
Saenz Landscape Construction Co.	$658,714
Frontline General Engineering Construction, Inc.	**$473,532**
Engineers Estimate	$500,000

Staff recommends award of the Project to Frontline General Engineering Construction, Inc., in the amount of $473,532 for the base bid and all additive alternates.

The project was originally designed with 4'-wide sidewalks along Roseville Parkway and Gibson Drive. 8'-wide sidewalks will provide better safety and consistency in width when connecting with the existing sidewalks along these roads, and therefore a budget adjustment in the amount of $172,500 is requested to cover the additional cost.

FISCAL IMPACT

Funding for this project was approved using $300,000 in the Citywide Park Fund in The Courts at Gibson Park Frontage capital improvement project budget. Funding of $150,000 was also allocated to the project from the FY2023-24 General Fund year-end budget surplus. Additional funding will come from the recommended $172,500 budget adjustment in the General Fund to The Courts at Gibson Park Frontage project, bringing the total project budget to $622,500. The budget adjustment will also transfer $170,000 from the General Fund Capital Reserve Fund to the General Fund, and increase the General Fund revenue budget for rent received in the amount of $2,500.

ENVIRONMENTAL REVIEW

Development of the Gibson Community Park and Frontage was previously evaluated in the North Central Roseville Specific Plan (NCRSP) EIR (certified May 31, 1990, SCH No. 88053010), and identified in the associated NCRSP Specific Plan. Construction of the Courts at Gibson Park Frontage Improvement Project is within the scope of the project covered by the NCRSP Final EIR. As discussed in the NCRSP EIR, the EIR provides environmental analyses of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails, to the extent applicable. Because the project is consistent with the NCRSP Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the NCRSP EIR will be implemented during the design and construction of The Courts at Gibson Park Frontage Improvement Project. As such, no additional environmental documentation is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth
5. Support community engagement and advocacy
6. Deliver exceptional City services

Respectfully Submitted,
Josh Cervantes, Park Development Project Manager

Jill Geller, Parks Recreation and Libraries Director

ATTACHMENTS:

1. The Courts at Gibson Park Frontage Improvement Project - Vicinity Map
2. Resolution 25-337
3. Agreement
4. Ordinance 7007
5. Bid Summary Sheet
6. letter of intent to Award - Gibson Frontage

REVIEWERS:

Josh Cervantes, Parks, Recreation, and Libraries Department - Park Development	Created/Initiated - 10/9/2025
Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Approved - 10/9/2025
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 10/16/2025
Kelly Aye, City Attorney Department	Approved - 10/21/2025
Katrina Six, City Clerk Department	Approved - 10/21/2025
Ryan DeVore, City Clerk Department	Approved - 10/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/23/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

The Courts at Gibson Park
Frontage Improvement Project

Vicinity Map

RESOLUTION NO. 25-337

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND FRONTLINE GENERAL ENGINEERING CONSTRUCTION INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for the Courts at Gibson Park Frontage Improvement Project, by and between the City of Roseville and Frontline General Engineering Construction Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said 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

AGREEMENT

THIS AGREEMENT, is made and entered into this _____day of _____, 20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and Frontline General Engineering, INC, a California Corporation, ("CONTRACTOR"); and

WITNESSETH:

WHEREAS, the City Council of the CITY, at a meeting held on the 6th day of August, 20 25, approved plans and specifications for the The Courts at Gibson Park Frontage Improvement Project and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 2nd day of September, 20 25; and

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the The Courts at Gibson Park Frontage 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 Four hundred seventy-three thousand, five hundred thirty-two dollars and 00/100 dollars ($473,532.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

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

b. The accepted bid;

c. Plans and specifications (including standard construction specifications, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of $ 1,000 per day as liquidated damages, in the event of such delay.

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

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

CITY OF ROSEVILLE	CONTRACTOR
Jill Geller	Jesus Pedroza
Parks, Recreation & Libraries Director	Frontline General Engineering Construction, Inc
316 Vernon Street, Suite 400	4448 W. Pine Have Dr
Roseville, CA 95678	Tracy, CA, 95304

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

Frontline General Engineering Construction, Inc, a California Corporation

BY: _____
its: President
Jesus Pedroza
and

[L:\agreement\form agreements\Project Manuals\project manual agreement.docx; 3/8/2022]

ATTEST:

BY: _____
its: ~~CFO/VP~~
Kulwantbir Sandhu

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: Jill Geller

Title: Parks, Recreation & Libraries Director

ORDINANCE NO. 7007

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 Courts at Gibson Park Frontage 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:	Joshua Cervantes, Park Development Project Manager	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Lisa Saunders, Management Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	Parks, Recreation & Libraries/Park Development		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1012	6810	10001		170,000	Establish transfer out from General Fund Capital Reserve Fund to the General Fund for The Courts at Gibson Park Frontage project (500465)
1001	6587	84001	500465	172,500	Increase expenditure budget - The Courts at Gibson Park Frontage
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				342,500	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4810	10001		170,000	Establish transfer in to the General Fund from the General Fund Capital Reserve Fund for The Courts at Gibson Park Frontage project (500465)
1001	4480	58130		2,500	Increase budget for rental revenue received to be used for The Courts at Gibson Park Frontage project (500465)
REVENUES/TRANSFERS IN TOTAL				172,500	

NET ADJUSTMENT	170,000	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1012	3601	00000	000000	(170,000)	Decrease General Fund Capital Reserve Fund Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(170,000)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department (PRL) is requesting a budget adjustment to increase the project budget for The Courts at Gibson Park Frontage project (500465) in the amount of $172,500. The additional funds are needed to cover construction costs and includes a new ADA ramp and 8' wide sidewalks along Roseville Parkway and Gibson Drive that exceed the original budget. This budget adjustment will (1) transfer $170,000 out of the General Fund Capital Reserve Fund (1012) to the General Fund (1001) to cover the cost increase and (2) increase the General Fund revenue budget for rent received in the amount of $2,500. The revenue was received from a month-long rental of a small area in the parking lot from Circus Vargas's shows at the Galleria and has been assigned to help offset project costs. This budget adjustment will bring the total project expenditure budget to $622,500.

IFB # 13-176

DATE: September 2, 2025

TIME: 3:05 PM

BID BOND REQUIRED: YES

BID SUMMARY SHEET

BID OPENING FOR:
The Courts at Gibson Park Frontage Improvement Project (Re-Bid)

CITY OF ROSEVILLE CALIFORNIA

Bidders Name City, State	Addendum #1	Bid Bond	Total Bid Amount
SHENZ LANDSCAPE Rancho Cordova CA	✓	✓	$ 658,714.00/xx
Front line General Engineering Inc Tracy, CA. Const.	✓	✓	$ 473,532.00/xx

Please Sign-In

Staff	~~*Visitors (Name & Company)*~~	*Visitors (Name & Company)*
Adilia Keller	Jennifer Adona	
Melissa Lipp		
My Tien Doan		
Kelly Appier		

316 Vernon Street, Suite 400
Roseville, CA 95678

NOTICE OF INTENT TO AWARD

Date: September 23, 2025

To: All Proposers concerning **The Courts at Gibson Park – Frontage Improvement Project - (IFB 13-176)**

Subject: Notice of Intent to Award

For **The Courts at Gibson Park – Frontage Improvement Project** – Pending City Council Approval, The City of Roseville recommends awarding a contract to **Frontline General Engineering Construction, Inc.**

To inquire about this determination, please write to Park Development Project Manager Joshua Cervantes, at JRCervantes@roseville.ca.us.

City Council Communication

Meeting Date: 11/5/2025
Item #: VII.8
File #: 0704
Item ID: 2025-754

Title:	Parks Contractor Pre-Qualifications
Contact:	Tara Gee 916-774-5253 tgee@roseville.ca.us

SUMMARY

Staff recommends approval of the pre-qualification process set forth by the California Department of Industrial Relations (DIR) publication, including the approval of the DIR uniform rating system and modified experience ratings, for the City's Parks, Recreation & Libraries Department capital projects to be bid and/or begin construction in the 2026 calendar year. Staff also recommends approval of the appeals process set forth in the Notice to Contractors, and to authorize the City Manager to appoint an Appeals Panel consisting of one Assistant City Manager, the Director of Parks, Recreation & Libraries, and one member of staff experienced in the public works bidding process. There is no direct fiscal impact in approving the pre-qualification and appeals process.

RECOMMENDATION

Staff recommends that the City Council:

1) Adopt a resolution to approve the pre-qualification process set forth in the attached California Department of Industrial Relations (DIR) publication, including the approval of the DIR uniform rating system and modified experience ratings, for the City's Parks, Recreational & Libraries Department capital projects to be bid and/or begin construction in the 2026 calendar year.
2) Approve the appeals process set forth in the attached Notice to Contractors.
3) Authorize the City Manager to appoint an appeals panel consisting of the Assistant City Manager, the Director of Parks, Recreation & Libraries and one member of staff experienced in the public works bidding process.

BACKGROUND

The City potentially will bid numerous Parks, Recreation & Libraries Department capital projects during the 2026 calendar year. These projects include new park projects and rehabilitation projects approved by Council through the Capital Improvement Program for FY2025-26 and FY2026-27.

Based on the need to more effectively and efficiently administer the construction of these projects, due to a narrower construction window in order to comply with regulatory guidelines such as storm water pollution and prevention, air quality, etc., recognizing there is more work than companies to perform the work, and an unstable construction environment that has affected the overall industry, it has become more challenging to attract qualified contractors. To address these concerns, staff has determined that it is best to pre-qualify all prime contractors seeking to bid on specific park projects.

History

In 1999, the Legislature enacted Section 20101 of the Public Contract Code to allow public agencies to require prospective bidders that wish to bid for public works projects to “pre-qualify” for the right to bid. To ensure objectivity, the California Department of Industrial Relations prepared a questionnaire and pre-

qualification forms for contractor pre-qualifications. While not mandatory that the City use these forms, such forms provide comprehensive guidance and are intended to meet all legal requirements relating to contractor compliance with apprenticeship programs and prevailing wage laws, occupational safety and health laws and other labor laws.

The Notice to Contractors regarding the pre-qualifications process is also attached.

This pre-qualification process has been utilized since 2013. The pre-qualification process has proven to be effective, and staff was able to shorten the bidding period because the pre-qualification advertisement had already been completed. Through this process, numerous contractors have been pre-qualified to bid park projects and the bids received have been competitive.

Rating System

The forms establish a uniform scoring system and allocate points for responses. A minimum rating will be required for a contractor to be deemed pre-qualified to bid. The standards set forth by the rating system consider minimum standards of bidders to include “trustworthiness, quality, fitness, capacity and experience”.

Appeals Process and Appointments

Public Contract Code Section 20101 also requires that the City establish a process that will allow prospective bidders to dispute their pre-qualification ratings prior to the closing time for receipt of bids. Included in this resolution, staff proposes an appeals process for the City Council’s approval. This proposal is substantially similar to the process suggested by the DIR.

Where a timely and completed application results in a rating below what is necessary to pre-qualify, the contractor will be allowed to submit a written appeal within ten (10) working days of notification of their rating. If a contractor gives the required written notice of appeal and requests a hearing, the hearing will be conducted no more than ten (10) working days after receipt of notice.

The Appeals Board will be comprised of the Assistant City Manager, the Director of Parks, Recreation & Libraries and one staff member who has a professional understanding of public works bidding/projects and can assess the responses of the applicants. Examples of potential designees could include interdepartmental peers. No formal rules of evidence or similar procedures shall apply to the hearing, but the contractor will be given the opportunity to present information and reasons in opposition to the rating. The Appeals Panel will render its decision within three (3) business days after the conclusion of the hearing and that decision will be final. Should one of the projects be in progress, the appeals process shall not halt that work. If the contractor successfully overturns a low rating, pre-qualifications shall apply to the remaining yet-to-be-bid projects.

FISCAL IMPACT

There is no direct fiscal impact in approving the pre-qualification and appeals process. It is expected that the adoption of this process and the resolution will garner similar results experienced in previous years and will attract qualified bidders, resulting in the best value for the City.

ENVIRONMENTAL REVIEW

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

or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The approval of the prequalification and appeals processes meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,
Tara Gee, Park Planning and Development Manager

Jill Geller, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Resolution 25-348
2. Pre-quals Notice To Contractors - 2026
3. fillable blank questionaire - Prime Contractors Only
4. Part 3_Experience-r1
5. DIR Publication

REVIEWERS:

Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Created/Initiated - 10/9/2025
Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Approved - 10/9/2025
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 10/16/2025
Kelly Aye, City Attorney Department	Approved - 10/21/2025
Katrina Six, City Clerk Department	Approved - 10/23/2025
Ryan DeVore, City Clerk Department	Approved - 10/23/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/23/2025
Dominick Casey, City Clerk Department	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

RESOLUTION NO. 25-348

APPROVING THE PRE-QUALIFICATIONS PROCEDURE FOR CERTAIN PARKS, RECREATION & LIBRARIES PROJECTS AND APPROVING THE ADMINISTRATIVE HEARING PROCESS FOR APPEALS

WHEREAS, California Public Contract Code Section 20101 authorizes public agencies to require prospective bidders that wish to bid for public works projects to "prequalify" for the right to bid; and

WHEREAS, the City of Roseville intends to bid out numerous parks and recreation capital projects during the calendar year; and

WHEREAS, in order to more effectively and efficiently administer the construction of these projects, staff has determined that it would be in the City's best interests to pre-qualify all contractors seeking to submit bids for these projects; and

WHEREAS, Public Contract Code Section 20101 expressly authorizes the Department of Industrial Relations (DIR) to create model prequalification forms for the use by public entities utilizing the prequalification process, and the DIR has established such model forms; and

WHEREAS, Public Contract Code Section 20101 also requires public agencies to adopt an administrative hearing procedure allowing prospective bidders to challenge their pre-qualification scores; and

WHEREAS, the City Council has reviewed the DIR model forms, the DIR uniform rating system, and the appeals process proposed by the Parks, Recreation and Libraries Department (hereinafter, "Parks"); and

WHEREAS, by utilizing the prequalification process pursuant to Public Contract Code Section 20101 and the DIR model forms, the City of Roseville will maximize its compliance with current State law while attracting the most qualified, trustworthy, fit, experienced, and competent bidders when using the prequalification process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that it hereby approves use of the prequalification process for the certain Parks, Recreation & Libraries projects identified in this Resolution.

BE IT FURTHER RESOLVED by the City Council that the Parks, Recreation & Libraries Director is hereby authorized to implement a contractor prequalification procedure for prospective bidders for these, which procedure shall be based upon the DIR model prequalification forms and the DIR uniform rating system.

BE IT FURTHER RESOLVED by the City Council that the administrative hearing process proposed by the Parks, Recreation & Libraries Department for prequalification appeals is hereby approved.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to appoint an Appeals Panel consisting of one Assistant City Manager, the Director of Parks, Recreation & Libraries and one member of staff experienced in the public works bidding process.

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

November 6, 2025

NOTICE: Pre-Qualification for Construction of Park, Recreation & Facilities for 2026

To Whom It May Concern:

General Information
Roseville is an incorporated city with a population of over 150,000 residents, located on Interstate 80, approximately 15 miles northeast of Sacramento, California and continues to grow. At build out, the parks system would include over 140 parks.

Notice
Notice is hereby given that the City of Roseville, Parks, Recreation & Libraries Department is hereby pre-qualifying all bidders for the park, recreation & libraries construction of, new and rehabilitation, projects. For an example list of potential projects, see www.roseville.ca.us/parksintheworks

After the pre-qualification process has been completed, the City will issue a Notice to Contractors for each of these projects to pre-qualified Contractors. It is mandatory that all Primary Contractors who intend to submit a bid(s) for any of these projects shall fully complete the pre-qualification questionnaire, provide **all** materials requested herein, and be approved by the City of Roseville to be on the final qualified bidders' list. **Subcontractors of any trade are not required to be pre-qualified.**

Please note the following:

- The process includes three parts. Contractors must qualify for all items noted in Part I including financial solvency, and receive a minimum rating score in each of the following:
    - Organizational Structure, History
    - Safety
    - Park Experience within the last three (3) years
    - Interview with Past Project Contacts (Randomly chosen)
- If a company is a certified Small Business Enterprise, Minority Business Enterprise or Women-owned Business Enterprise, a financial statement is not required, however, a copy of the qualifying certificate and a notation in the submittal as to the business status **must** be included and noted.
- All contractors must register with the Department of Industrial Relations (DIR) in order to work on public works projects. Contractors submitting for this pre-qualification must attach a copy of the DIR registration as verification of compliance.
- No bid will be accepted from a Contractor that has failed to comply with these requirements.

Answers to questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. **Information provided in the questionnaire related to project experience shall be specific to park and recreation facility construction projects.** The City of Roseville will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor qualified to bid. The City of Roseville reserves the right to check other sources available. The City of Roseville's decision will be based on objective evaluation criteria.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist the City of Roseville in determining bidder responsibility prior to the submission of bids and to aid the City of Roseville in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating will preclude the City of Roseville from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

A Contractor may be found not pre-qualified for bidding on a specific park contract to be let by the City of Roseville, or on all park construction contracts to be let by the City of Roseville, until the Contractor meets the City of Roseville's requirements. In addition, a Contractor may be found not pre-qualified for either:

1) Omission of requested information,
2) A determination of a risky or questionable financial solvency status; or
3) Falsification of information.

Contractor Registration: Effective March 1, 2015, no contractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Effective April 1, 2015, no contractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

City of Roseville Reservation of Rights

The City of Roseville reserves the right to adjust, increase, limit, suspend or rescind the pre-qualification rating based on subsequently learned information. Contractors who are thereafter disqualified will be notified and given an opportunity for a hearing consistent with the hearing procedures described for appealing a pre-qualification rating.

The City of Roseville reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a specific future park project.

The City of Roseville will refuse to grant pre-qualification where the requested information and materials are not provided or not provided by the due date noted below. There is no appeal from a finding that a Contractor is not pre-qualified because of an incomplete or late application, but reapplication for a later project is permitted. The closing time for all bids will not be changed to accommodate supplemental or incomplete submissions, or late submissions.

The City of Roseville may elect to randomly interview selected references from at least two (2) completed park projects. The City of Roseville will conduct those interviews. No action on the Contractor's part is necessary.

The City of Roseville cannot guarantee that all projects listed will be constructed this calendar year.

Submittal Due Date and Address

The last date to submit a pre-qualification package is 3:00 p.m., **December 1, 2025**.

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" with the title "PARKS PRE-QUALIFICATIONS SUBMITTAL" to the City Clerk's Office at 311 Vernon Street, Roseville, CA 95678. **All submittals must be made at the City Clerk's Office**. Faxed submissions will not be accepted.

Contractors may submit pre-qualification packages during regular working hours on any day that the offices of the City Clerk are open. We recommend calling the Clerk's Office first before hand-delivering. Contractors who submit a complete pre-qualification package will be notified of their qualification status between fifteen (15) and twenty (20) business days after submission deadline of the information. Reviews will begin the first business day after the submission deadline.

Public Records
The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public record and are not open to public inspection. All information will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purposes of verification, or investigation of substantial allegations, or in the appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public record subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Financial Solvency
In lieu of submitting financial statements, the City will conduct credit checks through a third party (one of the top three credit rating agencies). A score of **650** or less will be subject to additional review and may be grounds for disqualification. Submission of the questionnaire is an acknowledgement that a credit report of the company's financial standing will be obtained. **Therefore, financial statements submitted as a part of this questionnaire are not required.**

Execution of Questionnaire
Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify the City of Roseville and provide updated accurate information in writing, under penalty of perjury.

Essential qualifications (Part I): all requirements must be met before Parts II and III are reviewed. See Page 1 for more information. It is important that all questions be fully answered and any back-up documentation included as noted in each question.

Each Section has a minimum rating score and all minimum ratings must be met or exceeded in order to be pre-qualified.

Appeals Process
Where a timely and completed application results in a rating below that necessary to pre-qualify, an appeal can be requested. There is no appeal from a finding that a Contractor is not pre-qualified because of an incomplete or late application. A Contractor may appeal the City of Roseville's decision with respect to its request for pre-qualification, and request a hearing, by giving written notice of appeal to the Parks, Recreation & Libraries Director, along with a complete written description of all factual and legal bases for the appeal, no later than ten (10) business days after the date of the written notice of its qualification status from the City. Appeals should be delivered to 316 Vernon Street Suite 400 Roseville, CA 95678 Attn: Parks, Recreation & Libraries Director. Unless a Contractor files a timely appeal, the Contractor waives any and all rights to challenge the qualification decision of the City of Roseville, whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than ten (10) business days after the City of Roseville's receipt of the notice of appeal. The hearing shall be an informal process conducted by a panel to whom the City Manager has delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the hearing, the Contractor shall be advised of the basis for the City of Roseville's pre-qualification determination. The Contractor will be given the opportunity to present evidence and arguments in opposition to the pre-qualification determination. Within three (3) business days after the conclusion of the hearing, the Appeals Panel will render its decision in writing. It is the intention of the City of Roseville that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

Cancellation of Process

The City may cancel the prequalification process at any time, even after receiving and scoring applications. If the prequalification process is cancelled, the normal competitive bidding rules will apply. The City assumes no liability for the cost a prospective contractor may have incurred by submitting an application for prequalification, and the submittal of a prequalification application is a waiver to claim any such cost or losses due to cancellation of the process.

Additional information may be obtained by contacting Tara L. Gee, Park Planning & Development Superintendent at the Roseville Parks, Recreation & Libraries Department at 916-774-5253.

Please be assured that all submittals will be fully and objectively considered. We appreciate your interest in becoming partners with the City of Roseville.

Thank You,

Tara L. Gee
Park Planning & Development Manager

Attachments: Contact Information
Pre-Qualifications Questionnaire
Part I: Essential Requirements for Qualification
Part II: Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws
Part III: Recent Construction Projects Completed (Note: Ensure projects listed are park & recreation projects)

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

CONTACT INFORMATION

Firm Name: _____
(as it appears on license)

Check One: ☐ Corporation ☐ Partnership ☐ Sole Propriety

Contact person: _____

Address: _____

Phone #: _____ Email: _____

If firm is a sole proprietor or partnership:

Owner (s) of Company

_____

Contractor's License(s):

_____
(list all licenses held)

☐ (*Check if you are a*) Certified Small Business Enterprise/Woman-owned Business Enterprise/Minority Business Enterprise

☐ All contractors and identified subcontractors must register with the Department of Industrial Relations (DIR) in order to work on public projects. Contractors and subcontractors submitting for this pre-qualification must attach a copy of the DIR registration as verification of compliance.

**Applies to identified Subcontractor trades (Grading/Underground; Concrete, Electrical, Landscape/irrigation, Building)*

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is "no."[5]

Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is "yes."[6] If the answer to question 8 is "yes," and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.
   ☐ Yes ☐ No

2. Contractor has a liability insurance policy with a policy limit of at least $1,000,000 per occurrence and $2,000,000 aggregate.
   ☐ Yes ☐ No

3. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
   ☐ Yes ☐ No ☐ Contractor is exempt from this requirement, because it has no employees

4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.[7]
   ☐ Yes ☐ No Circle one if it applies: SBE/MBE/WBE

**In lieu of the above, credit reports will be obtained for all submissions except SBE/MBE/WBE.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which

This item is required only for general contractors.

---

[5] A "no" answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 7.

[6] A contractor disqualified solely because of a "Yes" answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

[7] Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is "no more than 25 per cent of the qualifying amount provided in section 14837(d)(1)." As of January 1, 2001, the qualifying amount is $10 million, and 25 per cent of that amount, therefore, is $2.5 million.

you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?[8]

☐ Yes ☐ No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Has your contractor's license been revoked at any time in the last five years?

☐ Yes ☐ No

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

☐ Yes ☐ No

8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☐ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

_____

9. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☐ No

[8] An additional notarized statement from the surety may be requested by *Public Entity* at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

1a. Date incorporated : _____
1b. Under the laws of what state: _____
1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership	

1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

1a. Date of formation: _____
1b. Under the laws of what state: _____
1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership	

1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Are Sole Proprietorships:

1a. Date of commencement of business. _____
1b. Social security number of company owner. _____
1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

1a. Date of commencement of joint venture. _____
1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No
If "yes," explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.
☐ Yes ☐ No
If "yes," explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction firms.
NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.
☐ Yes ☐ No
If "yes," explain on a separate signed page.

5. State your firm's gross revenues for each of the last three years:

_____ _____ _____

6. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

7. Is your firm currently the debtor in a bankruptcy case?
☐ Yes ☐ No
If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)
☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

_____

_____

10. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

_____

_____

11. Has your firm changed names or license number in the past five years?
☐ Yes ☐ No
If "yes," explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations:) officer of your firm operated a construction firm under any other name in the last five years?
☐ Yes ☐ No
If "yes," explain on a separate signed page, including the reason for the change.

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?
☐ Yes ☐ No
If "yes," please explain on a separate signed sheet.

Disputes

14. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
☐ Yes ☐ No
If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

15. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?
NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.
☐ Yes ☐ No
If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

16. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than $50,000.

17. In the past five years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration?**

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration**?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

* * * * *

19. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
☐ Yes ☐ No
If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
☐ Yes ☐ No
If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No
If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

_____

25. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

_____

26. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

_____

_____

_____

_____

27. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

28. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

30. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

_____

32. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:
NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

33. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

35. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

36. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by *[Public Entity]*.

_____

_____

37. If your firm operates its own State-approved apprenticeship program:

(a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.

(b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).

(c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

_____

_____

_____

38. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

☐ Yes ☐ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

Part III: Recent Construction Experience Completed

The required projects to be listed shall be up to six (6) parks and recreation **new** construction projects, completed within the last 3 years. Projects must be a park or a part of a park constructed for a public agency. School and institutional projects would not be considered a new park and recreation project. No more than three (3) park rehabilitation projects can be applied as part of the six (6) required parks and recreation projects. This applies to general, landscape and subcontractors. Use separate sheets of paper that contain the following information:

☐ Public Park ☐ School/Institution ☐ Private

Project Name: _____

Location: _____

Owner: _____

Owner Contact (Name and current phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (Name and current phone number):

_____

Construction Manager (Name and current phone number):

_____

Description of Project/Scope of Work Performed:

_____

_____

_____

_____

Original Contract Amount: $_____ Total Contract Amount: $_____

# of Change Orders: _____ Total Value of Approved Change Orders: $_____

Original Scheduled Completion Date: _____ Time Extensions Granted (# of days) _____

Actual Date of Completion: _____

Continued on next page

I, the undersigned, certify and declare that I have read all of the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the State of California, that the foregoing is correct.

Dated: _____ _____

(Name)

Part III: Recent Construction Experience Completed

The required projects to be listed shall be up to six (6) parks and recreation **new** construction projects, completed within the last 3 years. Projects must be a park or a part of a park constructed for a public agency. School and institutional projects would not be considered a new park and recreation project. No more than three (3) park rehabilitation projects can be applied as part of the six (6) required parks and recreation projects. This applies to general, landscape and subcontractors. Use separate sheets of paper that contain the following information:

☐ Public Park ☐ School/Institution ☐ Private

Project Name: _____

Location: _____

Owner: _____

Owner Contact (Name and current phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (Name and current phone number):

_____

Construction Manager (Name and current phone number):

_____

Description of Project/Scope of Work Performed:

_____

_____

_____

_____

Original Contract Amount: $_____ Total Contract Amount: $_____

# of Change Orders: _____ Total Value of Approved Change Orders: $_____

Original Scheduled Completion Date: _____ Time Extensions Granted (# of days) _____

Actual Date of Completion: _____

Continued on next page

I, the undersigned, certify and declare that I have read all of the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the State of California, that the foregoing is correct.

Dated: _____ _____

(Name)

Part III: Recent Construction Experience Completed

The required projects to be listed shall be a minimum of six (6) parks construction projects, completed within the last 3 years. Projects must be a park or a part of a park constructed for a public agency. School and institutional projects would not be considered a new park and recreation project. No more than three (3) park rehabilitation projects can be applied as part of the six (6) required parks construction projects. This applies to general, landscape and identified subcontractors. Use separate sheets of paper that contain the following information:

___ Public Park ___ School/Institution ___ Private

Project Name: _____

Location: _____

Owner: _____

Owner Contact (Name and current phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (Name and current phone number):

_____

Construction Manager (Name and current phone number):

_____

Description of Project/Scope of Work Performed:

_____
_____
_____
_____

Original Contract Amount: $_____ Total Contract Amount: $_____

# of Change Orders: _____ Total Value of Approved Change Orders: $_____

Original Scheduled Completion Date: _____ Time Extensions Granted (# of days) _____

Actual Date of Completion: _____

Continued on next page

I, the undersigned, certify and declare that I have read all of the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the State of California, that the foregoing is correct.

Dated: _____ _____

(Name)

Pre-Qualifications Experience **Ratings**

Part III: Recent Construction Experience Completed

The required projects to be listed shall be up to six (6) parks and recreation new construction projects, completed within the last 3 years. Projects must be a park or a part of a park constructed for a public agency. School and rehabilitation projects would not be considered a new park and recreation project. These can be applied as part of the three (3) largest completed projects in addition to the six (6) required. This applies to general, landscape and subcontractors. Use separate sheets of paper that contain the following information:

___ Public Park **(10 pts per park)** ___ School/Institution **(5pts per)** ___ Private **(2 pts per)**

Project Name: _____

Location: _____

Owner: _____

Owner Contact (Name and current phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (Name and current phone number):

_____

Construction Manager (Name and current phone number):

_____

Description of Project/Scope of Work Performed:

_____

_____

_____

Original Contract Amount: $_____ Total Contract Amount: $_____

# of Change Orders: _____ Total Value of Approved Change Orders: $_____

Original Scheduled Completion Date: _____ Time Extensions Granted (# of days) _____

Actual Date of Completion: _____

On Budget **(10 pts per project)** On Time **(10 pts per project)**
Non-Owner generated change orders: **5 or less (10 pts per project); 6 to 9 (1 pt per project); 10+ (0 pts per project)**

Minimum Points to be pre-qualified (240 points)

PRE-QUALIFICATION OF CONTRACTORS SEEKING TO BID ON PUBLIC WORKS PROJECTS:

The 1999 State Legislation and the Model Forms Created by the Department of Industrial Relations

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INTRODUCTION AND OVERVIEW OF THE 1999 LAW AND ITS APPLICATION

I. IMPORTANT PROVISIONS OF THE 1999 LAW

In 1999, the Legislature enacted a law that allows many public agencies to require licensed contractors that wish to bid for public works jobs to "pre-qualify" for the right to bid on a specific public works project, or on public works project undertaken by a public agency during a specified period of time. Public Contract Code section 20101 has the relevant provisions; it was enacted as part of Assembly Bill 574.

The law applies to all cities, counties, and special districts but does not apply to K-12 school districts (which have similar authority to create pre-qualification procedures, described in Public Contract Code section 20111.5, which was enacted in 1997).[1]

The law does not require any public agency to adopt a pre-qualification system. Instead, it authorizes every public agency to adopt a pre-qualification system, and describes certain requirements that must be met (described below), if a public agency chooses to adopt such a system.

In fact, the 1999 law allows a public agency to establish two different kinds of pre-qualification procedures for public works projects. The law allows a public agency to establish a pre-qualification procedure linked to a single project (Section 20101[d]). Or, the public agency may adopt a procedure by which a contractor may qualify to bid on projects which are put out for bid by that agency for a period of one year after the date of initial pre-qualification. (Section 20101[c]).

The law requires every public agency that creates either kind of pre-qualification procedure to:

(1) use a "standardized questionnaire and financial statement in a form specified by the public entity"(Section 20101[a]);

(2) adopt and apply a uniform system of rating bidders on objective criteria, on the basis of the completed questionnaires and financial statements (Section 20101[b]);

(3) create an appeal procedure, by which a contractor that is denied pre-qualification may seek a reversal of that determination. (Section 20101[d]).

II. ROLE OF THE DEPARTMENT OF INDUSTRIAL RELATIONS

AB 574 required the Department of Industrial Relations (DIR) to "develop model guidelines for rating bidders, and draft the standardized questionnaire." It required DIR to "consult with affected public agencies, cities and counties, the construction industry, the surety industry, and other interested parties."

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[1] Community College Districts also have specific authority to carry out prequalification procedures, in Public Contract Code section 20651.5, enacted in 1998. Community College Districts may also be covered by AB 574, since they are not specifically exempted.

From January through October 2000, DIR held a series of meetings in Sacramento with representatives of public agencies and other interested parties. Each meeting was attended by more than 25 representatives of interested parties. All told, more than 60 people participated in at least one such meeting, and most representatives participated in more than one. Contractors, public agencies both large and small, and associations of each were well represented throughout the series of meetings. DIR's initial draft of a questionnaire was revised after each meeting, and each revised draft was discussed at the next meeting, leading to additional revisions. Eventually, there was widespread consensus that the model questionnaire provided in this package offers a system of rating bidders based on objective criteria, and a useful and appropriate series of questions.

In addition, DIR, in compliance with the 1999 legislation, created model guidelines for rating bidders. The model rating system also is included in this package.

III. AN OVERVIEW OF THE DOCUMENTS IN THIS PACKAGE

Included in this package are:

1. A model questionnaire to be sent to contractors. The questionnaire includes spaces for answers to be provided by the contractors, with the forms to be returned to the public agency.[2] As required by the legislation, the information provided to the public agency by the contractors, other than the names, addresses and contractor license numbers of the contractors applying – is to be kept confidential

2. A model scoring system, for rating the answers given by the contractors and by the references. Note: the documents provided here by DIR are designed to collect the information that a public agency will need to carry out a pre-qualification procedure, and the DIR has proposed a rating system. Each public agency, however, is free to devise its own "uniform system of rating prospective bidders . . . based on objective criteria." That is, each public agency may determine its own scoring system and its own passing scores for different portions of the questionnaire and for the interviews.

3. A model series of questions to be used by representatives of the public agency when interviewing persons who are identified by contractors as their "references" – owners of projects that have been completed by each contractor in the recent past.

4. DIR's suggestions for procedures to be used for conducting the reference interviews.

5. Two alternative forms: model announcements of pre-qualification procedures. Each is a summary and explanation of the pre-qualification procedure, prepared primarily for licensed contractors, although available for the general public as well. There are two slightly different versions of this document: one explains the pre-qualification procedure linked to a single project,[3]

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[2] The documents included in this package can be found at the Department of Industrial Relations web site, www.dir.ca.gov. Click on "Data bases."

[3] The explanation included in this document assumes that the prequalification procedure is taking place after the RFP or project announcement is published. A public agency may choose, instead, to have the prequalification

while the other explains the procedure of pre-qualification valid for a year and for more than one project.

6. A list of sources of information that may be used by a public agency to verify the accuracy of many of the answers given by the contractors to the questions on the questionnaire.[4]

IV. APPEAL PROCEDURE

Section 20101(d) requires every public agency that requires prospective bidders to prequalify pursuant to this law to establish "a process that will allow prospective bidders to dispute their proposed prequalification rating prior to the closing time for receipt of bids." The appeal process must include written notification by the public agency of the basis for the prospective bidder's disqualification "and any supporting evidence that has been received from others or adduced as a result of an investigation by the public entity." (section 20101[d][1]). The prospective bidder must be given an opportunity to rebut any evidence used as a basis for disqualification and to present evidence to the public entity as to why the prospective bidder should be found qualified." (section 20101[d][2]). The law does not describe the appeal procedure in any additional detail; each public agency is free to adopt its own procedures, as long as the statutory requirements are met. As an example, while Part I of the model questionnaire includes nine "Essential Requirements for Qualification," a public agency may choose to allow contractors to appeal a disqualification based solely on an answer to a question in Part I.

DIR has devised two different schedules for appeal procedures. One schedule would be used in a system for prequalification for a single project. The sequence of steps in this appeal procedure are scheduled to allow for an appeal decision at least four business days prior to the submission for bids for the single project. The other schedule for an appeal is applicable to a system in which prospective bidders seek prequalification valid for one year, without a link to the bidding on a specific project. These two appeal sequences are described in the explanation to contractors (the two documents referred to in paragraph 5, above).

Each public agency should be certain that it distributes to licensed contractors only the description that is appropriate for the prequalification procedures that are in use.

There are a number of laws and court decisions that affect the nature of an appeal hearing provided by a public agency. Each public agency should consult its own attorneys for advice in this area.

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procedure start and end prior to the solicitation of bids for the specific project. If that is the case, the public agency would have to modify the document offered here to explain the sequence of events.

[4] **A CAUTIONARY NOTE:** The information that will be given to public agencies by contractors seeking pre-qualification is provided under oath, with the understanding that the intentional providing of false information is, in itself, grounds for disqualification. We expect that the information given should be and will be accepted at face value in most instances. Our list of sources of information available to the public is provided for use in the few instances in which a public agency reviewing the answers given in a questionnaire has specific reason to believe that one or more answers should be verified in this manner.

V. APPLICATION OF THE PUBLIC RECORDS ACT

AB 574 provides that "The questionnaires and financial statements shall not be public records and shall not be open to public inspection; however, records of the names of contractors applying for prequalification status shall be public records subject to disclosure" under the Public Records Act. (Section 20101[a]). The model questionnaire forms provided by DIR indicate that the cover page of each questionnaire is a public record, and that all other pages of the questionnaire are not public records.

VI. WHAT ARE THE LAW'S PROVISIONS REGARDING PREQUALIFICATION OF SUBCONTRACTORS?

Public agencies are not required to pre-qualify sub-contractors, nor are public agencies prohibited from doing so. Section 20101(f) says:

> Nothing in this section shall preclude the awarding agency from prequalifying or disqualifying a subcontractor. The disqualification by an awarding agency does not disqualify an otherwise prequalified [general] contractor.

MODEL PRE-QUALIFICATION QUESTIONNAIRE

A List Of The Scorable Questions And The Scoring Instructions

A LIST OF THE SCORABLE QUESTIONS AND THE SCORING INSTRUCTIONS

The scorable questions arise in three different areas:

(I) History of the business and organizational performance;

(II) Compliance with occupational safety and health laws, workers' compensation and other labor legislation; and

(III) Completion of recent projects and quality of performance.

The interview questions (interviews by the public agency of project managers on projects completed recently by the contractor) are included in group III. In a pre-qualification procedure for a single project, this last category would also include a scoring of the number of recently completed projects that are similar to the project on which pre-qualification is at issue. However, scoring linked to the similarity of past projects would **probably not be possible or useful** if the public agency as part of a procedure to pre-qualify contractors for an extended period.

Note: Not all questions in the questionnaire are scorable; some questions simply ask for information about the contractor firm's structure, officers and history. This document includes only those questions that are "scorable." The question numbers in this document are the numbers used in the questionnaire. Thus, the questions included here begin with question number 6, and there are a few breaks in the numerical sequence.

The Scores Needed for Prequalification

To prequalify, a contractor would be required to have a passing grade within each of the three large categories referred to above.

For Section I, "History of the business and organizational performance," DIR recommends use of a passing score of **57** on this portion of the questionnaire (of a maximum score of 76 on this portion of the questionnaire).

For Section II, Compliance with occupational safety and health laws, workers' compensation and other labor legislation DIR recommends use of a passing score of **38** on this portion of the questionnaire (of a maximum score of 53 points on this portion of the questionnaire).

Section III, Completion of recent projects and quality of performance, includes a series of interview questions, and may also include questions about recently completed (public or private) construction projects. For the interview questions, DIR recommends that a public agency interview project managers for the owners of two completed projects. DIR recommends a scoring system that would allow a maximum score of 120 points for each interview. For these questions, DIR recommends qualification for a contractor whose score on each of two interviews is 72 points or more; a denial of pre-qualification

for a contractor whose score on either interview is less than 55 points; and an additional interview with another reference if the score resulting from one interview is between 55 points and 72 points.

DIR makes no recommendation about how to score a contractor's answers about recently completed past projects. Because of the wide range of projects that a public agency may be planning, and the similarly wide range in the skills, abilities, and experience that a public agency will consider most important for a pending project, it is impossible to propose a useful model scoring system to apply to the answers given about a contractor's completed projects.

Questions about History of the Business and Organizational Performance

(16 questions)

1. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

3 years or more = 2 points
4 years = 3 points 5 years = 4 pts.
6 years or more = 5 points

2. Is your firm currently the debtor in a bankruptcy case?
☐ Yes ☐ No

"No" = 3 points" "Yes" = 0 points

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above).
☐ Yes ☐ No

"No" = 3 points" "Yes" = 0 points

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?
☐ Yes ☐ No

No = 5 points Yes = 0 points

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

☐ Yes ☐ No

No projects with liquidated damages of more than $50,000, or one project with liquidated damages = 5 points.

Two projects with liquidated damages of more than $50,000 = 3 points

Any other answer: no points

6. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☐ No

No = 5 points Yes = 0 points

7. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

No = 5 points Yes = 0 points

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than $50,000.

8. In the past five years, has any claim **against** your firm concerning your firm's work on a construction project, been **filed in court or arbitration**?

☐ Yes ☐ No

If the firm's average gross revenue for the last three years was less than $50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" if more than 2 such instances.

If your firm's average gross revenue for the last three years was more than $50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.
3 points for "Yes" indicating either 4 or 5 such instances.
0 points for "Yes" if more than 5 such instances.

9. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and **filed that claim in court or arbitration**?

☐ Yes ☐ No

If your firm's average gross revenues for the last three years was less than $50 million scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" if more than 2 such instances.

If your firm's average gross revenues for the last three years was more than $50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.
3 points for "Yes" indicating either 4 or 5 such instances.
0 points for "Yes" if more than 5 such instances.

10. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

☐ Yes ☐ No

5 points for either "No" or "Yes" indicating 1 such claim.
3 points for "Yes" indicating no more than 2 such claims
<u>Subtract</u> five points for "Yes" if more than 2 such claims

11. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" or if more than 2 such instances.

12. Has your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

No = 5 points Yes = subtract 5 points

13. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No

No = 5 points Yes = subtract 5 points

14. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

No = 5 points Yes = <u>subtract</u> 5 points

15. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

_____%

5 points if the rate is no more than one per cent
3 points if the rate was no higher than 1.10 per cent.
0 points for any other answer.

16. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

No = 5 points Yes = 0 points

Questions about compliance with safety, workers compensation, prevailing wage and apprenticeship laws.
(11 questions)

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

Note: If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If the firm's average gross revenues for the last three years was less than $50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" if more than 2 such instances.

If the firm's average gross revenues for the last three years was more than $50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.
3 points for "Yes" indicating either 4 or 5 such instances.
0 points for "Yes" if more than 5 such instances.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?
Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.
☐ Yes ☐ No
If yes, attach a separate signed page describing each citation.

If the firm's average gross revenues for the last three years was less than $50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" or if more than 2 such instances.

If the firm's average gross revenues for the last three years was more than $50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.
3 points for "Yes" indicating either 4 or 5 such instances.
0 points for "Yes" if more than 5 such instances.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?
NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.
☐ Yes ☐ No

If the firm's average gross revenues for the last three years was less than $50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" or if more than 2 such instances.

If the firm's average gross revenues for the last three years was more than $50 million, scoring is as follows:
5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.
3 points for "Yes" indicating either 4 or 5 such instances.
0 points for "Yes" if more than 5 such instances.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

_____

3 points for an answer of once each week or more often.
0 points for any other answer

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:
NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____
Previous year: _____
Year prior to previous year: _____
If your EMR for any of these three years is or was 1.00 or higher, you may, if you wish, attach a letter of explanation.

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

5 points for three-year average EMR of .95 or less
3 points for three-year average of EMR of more than .95 but no more than 1.00
0 points for any other EMR

6. Within the last five years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?
☐ Yes ☐ No

5 points for either "No" or "Yes" indicating 1 such instance.
0 points for any other answer.

7. Has there been more than one occasion during the last five years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

☐ Yes ☐ No

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

If your firm's average gross revenues for the last three years was less than $50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.
3 points for "Yes" indicating 3 such instances.
0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than $50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.
3 points for "Yes" indicating either 5 or 6 such instances.
0 points for "Yes" and more than 6 such instances.

8. During the last five years, has there been more than one occasion on which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If your firm's average gross revenues for the last three years was less than $50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.
3 points for "Yes" indicating 3 such instances.
0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than $50 million, scoring is as follows:
5 points for either "No" or "Yes" indicating no more than 4 such instances.
3 points for "Yes" indicating either 5 or 6 such instances.
0 points for "Yes" and more than 6 such instances.

9. Provide the **name, address and telephone number** of the apprenticeship program sponsor(s) (approved by the California Division of Apprenticeship Standards) that will provide apprentices to your company for use on any public work project for which you are awarded a contract by *[Public Entity]*.

_____

_____

5 points if at least one approved apprenticeship program is listed.
0 points for any other answer.

10. If your firm operates its own State-approved apprenticeship program:

(a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.

(b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).

(c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

5 points if one or more persons completed an approved apprenticeship while employed by your firm.

0 points if no persons completed an approved apprenticeship while employer by your firm.

11. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?
NOTE: You may omit reference to any incident that occurred prior to January 1, 1998 if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.
☐ Yes ☐ No.
If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

If your firm's average gross revenues for the last three years was less than $50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.
3 points for "Yes" indicating 3 such instances.
0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than $50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.
3 points for "Yes" indicating either 5 or 6 such instances.
0 points for "Yes" and more than 6 such instances.

Pre-Qualifications Experience **Ratings**

Part III: Recent Construction Experience Completed

The required projects to be listed shall be up to six (6) parks and recreation new construction projects, completed within the last 3 years. Projects must be a park or a part of a park constructed for a public agency. School and rehabilitation projects would not be considered a new park and recreation project. These can be applied as part of the three (3) largest completed projects in addition to the six (6) required. This applies to general, landscape and subcontractors. Use separate sheets of paper that contain the following information:

___ Public Park **(10 pts per park)** ___ School/Institution **(5pts per)** ___ Private **(2 pts per)**

Project Name: _____

Location: _____

Owner: _____

Owner Contact (Name and current phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (Name and current phone number):

_____

Construction Manager (Name and current phone number):

_____

Description of Project/Scope of Work Performed:

_____

_____

_____

_____

Original Contract Amount: $_____ Total Contract Amount: $_____

# of Change Orders: _____ Total Value of Approved Change Orders: $_____

Original Scheduled Completion Date: _____ Time Extensions Granted (# of days) _____

Actual Date of Completion: _____

On Budget **(10 pts per)** On Time **(10 pts per)**

Total Possible Points (255 points) Plus Interviews (Total 120) = 375

Questions concerning recent construction projects completed:
(one question, plus 11 interview questions)

The following question to be scored only where a public agency is undertaking a pre-qualification procedure valid for a single project only.

1. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.[10] Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____
Location: _____
Owner: _____
Owner Contact (name and current phone number):
_____
_____

Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number):
_____
_____

Construction Manager (name and current phone number):
_____
_____

Description of Project, Scope of Work Performed:
_____
_____

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

* * * * *

[10] If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

Scoring of previous projects completed:

For pre-qualification for a single project that may require specific skills and capabilities, public agencies may choose to score contractors for the number of similar projects completed, and the degree of similarity between past projects and the planned project. DIR has not suggested any scoring for this aspect of the pre-qualification process, because of the numerous possible variations in both the type of project to be built and the points of similarity between the pending project and past projects that may be significant to the public agency.

MODEL INTERVIEW QUESTIONS

MODEL INTERVIEW QUESTIONS

The following questions will be used to interview randomly selected contacts from at least two completed projects. *[Public Entity]* will conduct the interviews. No action on the contractor's part is necessary. These questions are included on the package given to the contractor for information only.

The highest possible score is 120 Points. A score less than 55 points disqualifies a contractor from bidding on projects that are proposed by *[Public Entity]*. A score of between 56 and 72 indicates *the Public Entity* should conduct an interview of another contact, that is, a manager of another completed project. A score of 72 or higher on each of two interviews is sufficient for pre-qualification.

First, please give a brief description of the project.

1. Are there any outstanding stop notices, liens, or claims by the contractor that are currently unresolved on contracts for which notices of completion were recorded more than 120 days ago? (1 point for each is deducted from overall score; maximum amount to be deducted is 5 points)

2. On a scale of 1-10, with 10 being the best, did the contractor provide adequate personnel? (Max. 10 points)

3. On a scale of 1-10, with 10 being the best, did the contractor provide adequate supervision? (Max. 10 points)

4. On a scale of 1-10, with 10 being the best, was there adequate equipment provided on the job? (Max. 10 points)

5. On a scale of 1-10, with 10 being the best, was the contractor timely in providing reports and other paperwork, including change order paperwork and scheduling updates? (Max. 10 points)

6. On a scale of 1-10, with 10 being the best, did the contractor adhere to the project schedule that your [agency] [business] approved? (Max. 10 points)

7. Was the project completed on time? (10 points if the answer is "Yes").
   Or, if the answer is "no," on a scale of 1-10, with 10 being the best, to what extent was the contractor responsible for the delay in completion?

8. On a scale of 1-10, with 10 being the best, rate the contractor on the timely submission of reasonable cost and time estimates to perform change order work. (Max. 10 points)

9. On a scale of 1-10, with 10 being the best, rate the contractor on how well the contractor performed the work after a change order was issued, and how well the contractor integrated the change order work into the existing work. (Max. 10 points).

10. On a scale of 1-10, with 10 being the best, rate how has the contractor been performing in the area of turning in Operation & Maintenance manuals, completing as-built drawings, providing required training and taking care of warranty items? (Max. 10 points)

11. On a scale of 1-10, with 10 being the best, rate the contractor on whether there were an unusually high number of claims, given the nature of the project, or unusual difficulty in resolving them. (Max. 10 points)

12. On a scale of 1-10, with 10 being the highest, rate the contractor with respect to timely payments by the contractor to either subcontractors or suppliers. (If the person being interviewed knows of no such difficulties, the score on this question should be "10.")

13. On a scale of 1-10, with 10 being the best, how would you rate the quality of the work overall? (Max. 10 points)

INSTRUCTIONS FOR PUBLIC AGENCIES RE: INTERVIEW QUESTIONS

INSTRUCTIONS FOR PUBLIC AGENCIES
Re: Interview Questions

The following is meant to assist the public agency to conduct the interviews of the managers of projects previously completed (that is, the people who supervised the projects for the project owners) by the contractor wishing to pre-qualify. The interview questions allow qualitative review of work performance for contractors who choose to bid and pre-qualify for public works contracts. The interview questions will be used to examine randomly selected contacts from at least two completed past projects.

In each question, the person being interviewed is asked to rate a certain aspect of contractor's performance, using a scale of 1 to 10. The highest possible score is 120 points. A score of less than **55** points disqualifies the contractor from bidding on projects that are proposed by the public agency. A score of **72 points or more** on each interview is sufficient for a contractor to qualify on this portion of the prequalification process. If the scores resulting from an interview are between 55 and 72, the public agency should conduct another interview to collect additional information.

It is possible that the score given to any interview answer may be challenged in an appeal. For that reason, be sure to: (a) ask the person being interviewed for specific information or details, to explain or substantiate the numerical answer given; and (b) take written notes of the information provided.

Selection of the Interviewer:

(a) The public agency should select an individual who is at least moderately well informed about public works construction.

(b) The individual should be unbiased during the interview; this is to ensure accurate implementation of the interview questions.

(c) The individual should not use examples or deviate from the questions unless the project manager is unclear and prompts further explanation. The interviewer should offer additional explanation of the questions only if he/she is sure of the intent of the question in the interview.

Locating the respondent to interview:

(a) The interviewer should attempt to contact a project manager of a past project for the interview. The interviewer should be aware that for one interview to be completed, there may be a need to interview multiple individuals. That is, the interviewer may have to contact multiple individuals, such as the project manager concerning the building process, and a financial manager for warranty items, assessed liens, and the like.

(b) Once reached, the interviewer should review the information contained in the questionnaire of the past project with the project manager. That is, review who is being interviewed and why (purposes of pre-qualifying for public works), the past project type, completion date, and other pertinent information to ensure that the project manager is sure of the project he/she is asked to review.

Interview Length:

(a) The interview should take 8-12 minutes, under normal circumstances.

(b) The interviewer, when contacting the project manager, should convey the expected time which it takes to conduct the interview. This is to ensure the individual is not discouraged from taking part in the interview

Conducting the interviews:

(a) The interview should examine at least two separate past projects listed in the questionnaire.

(b) After the interview is scored, the interviewer should compare the interview score with the same contractor's score on the written questionnaire. If the ratings (overall scores) are far apart, the interviewer should conduct at least one/two more interviews to determine how past performance should be weighted.

(c) While conducting the interview, the interviewer should be consistent with the way the questions are presented. That is, if the interviewer changes the way questions are presented during the review, it could potentially change the way the respondent answers the questions and jeopardize the overall scoring.

REQUEST FOR PRE-QUALIFICATION OF BIDDERS COMMENCING WITH FORTHCOMING PUBLIC WORK BID

REQUEST FOR PRE-QUALIFICATION OF BIDDERS COMMENCING WITH FORTHCOMING PUBLIC WORK BID
[Pre-qualification procedure begun at the same time as RFP]

Notice is hereby given that [*Public Entity]* has determined that all bidders on *[Name of specific project]* to be undertaken by the [*Public Entity*] must be pre-qualified prior to submitting *a bid on that project.* It is mandatory that all Contractors who intend to submit a bid, fully complete the pre-qualification questionnaire, provide all materials requested herein, and be approved by [*Public Entity*] to be on the final qualified Bidders list. No bid will be accepted from a Contractor that has failed to comply with these requirements. If two or more business entities submit a bid as part of a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid. The last date to submit a fully completed questionnaire is *mm/dd/yy. [35 days prior to the bid closing date]. Contractors* are encouraged to submit pre-qualification packages as soon as possible, so that they may be notified of omissions of information to be remedied or of their pre-qualification status well in advance of the bid advertisement for this project.

Answers to questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. [*Public Entity*] will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor is qualified to bid. [*Public Entity*] reserves the right to check other sources available. [*Public Entity's*] decision will be based on objective evaluation criteria.

[*Public Entity*] reserves the right to adjust, increase, limit, suspend or rescind the pre-qualification rating based on subsequently learned information. Contractors whose rating changes sufficient to disqualify them will be notified, and given an opportunity for a hearing consistent with the hearing procedures described below for appealing a pre-qualification rating.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist [*Public Entity*] in determining bidder responsibility prior to bid and to aid *[Public Entity*] in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude [Public Entity] from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" to _____ [*address*].

The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in the appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify *[Public Entity]* and provide updated accurate information in writing, under penalty of perjury.

[*Public Entity*] reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a specific future public works project.

Contractors may submit pre-qualification packages during regular working hours on any day that the offices of *Public Entity* are open. Contractors who submit a complete pre-qualification package will be notified of their qualification status no later than ten business days after submission of the information.

[*Public Entity*] may refuse to grant pre-qualification where the requested information and materials are not provided, or not provided by mm/dd/yy [*date specified in first paragraph – 35 days before bid closing*] There is no appeal from a refusal for an incomplete or late application, but re-application for a later project is permitted. The closing time for bids will not be changed in order to accommodate supplementation of incomplete submissions, or late submissions.

Where a timely and completed application results in a rating below that necessary to pre-qualify, an appeal can be made. An appeal is begun by the Contractor delivering notice to [*Public Entity*] of its appeal of the decision with respect to its pre-qualification rating, no later than ten business days prior to the closing time for the receipt of bids for this public works project. Without a timely appeal, the Contractor waives any and all rights to challenge the decision of [*Public Entity*], whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than five business days after *Public Entity's* receipt of the notice of appeal, and no later than five business days prior to the last date for the receipt of bids on the project. The hearing shall be an informal process conducted by a panel to whom the [*governing body of Public Entity*] has delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the hearing, the Contractor will be advised of the basis for [*Public Entity's*] pre-qualification determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the rating. Within one day after the conclusion of the hearing, the Appeals Panel will render its decision. It is the intention of [*Public Entity]* that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

> ***Note:*** A contractor may be found not pre-qualified for bidding on a specific public works contract to be let by *Public Entity*, or on all contracts to be let by *Public Entity* until the contractor meets *Public Entity's* requirements. In addition, a contractor may be found not pre-qualified for either:
>
> (1) Omission of requested information or

(2) Falsification of information

* * * * *

NOTICE: To contractors who are using subcontractors for this job, please be advised that *Public Entity* **may** require, as to subcontractors, one of the following:

☐ The qualification of subcontractors in the following crafts or trades, following acceptance of your bid, but before the award is made:

_____ _____

☐ Pre-qualification of all subcontractors.

☐ Pre-qualification of subcontractors in certain crafts.

☐ Post-bid qualification review.

ANNOUNCEMENT OF PRE-QUALIFICATION PROCEDURES AND OPEN DATES FOR ANNUAL PRE-QUALIFICATION

ANNOUNCEMENT OF PRE-QUALIFICATION PROCECURES AND OPEN DATES FOR ANNUAL PRE-QUALIFICATION

Notice is hereby given that on _____, 2000, the _____[*Public Entity*] determined that all bidders on public works to be undertaken by the [*Public Entity*] must be pre-qualified prior to submitting bids for public works. It is mandatory that all Licensed Contractors who intend to submit bids fully complete the pre-qualification questionnaire, provide all materials requested herein, and be approved by [*Public Entity*] to be on the final Bidders list. No bid will be accepted from a Contractor that has failed to comply with these requirements. If two or more business entities submit a bid on a project as a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid.

Pre-qualification applications may be submitted four times each year: (1) from January 1 through January 10; (2) from April 1 through April 10; (3) from July 1 through July 10; and (4) from October 1 through October 10. Contractors who submit a complete pre-qualification package will be notified by first class mail of their qualification status, such notice to be mailed no later than fifteen business days after submission of the information.

Answers to questions contained in the attached questionnaire, information about current bonding capacity on an aggregate and per project limit, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. [*Public Entity*] will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor is qualified to bid. [*Public Entity*] reserves the right to check other sources available. [*Public Entity's*] decision will be based on objective evaluation criteria.

Pre-qualification approval will remain valid for one (1) calendar year from the date of notice of qualification, except that [*Public Entity*] reserves the right during that calendar year to adjust, increase, limit, suspend or rescind the pre-qualification ratings based on subsequently learned information and after giving notice of the proposed action to the Contractor and an opportunity for a hearing consistent with the hearing procedures described below for appealing a pre-qualification determination.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist [*Public Entity*] in determining bidder responsibility prior to the submission of bids and to aid [*Public Entity*] in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude [*Public Entity*] from a post-bid consideration and determination on a specific project of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness. Contractors are encouraged to submit pre-qualification packages as soon as possible, so that they may be notified of pre-qualification status well in advance of upcoming projects.

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" to _____ [address].

The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law, although the contents may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, and in the process of an appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify *[Public Entity]* and provide updated accurate information in writing, under penalty of perjury.

[*Public Entity*] reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a future public works project.

A contractor who has submitted a completed application form, and who receives a rating of "not qualified" from *[Public Entity]* may appeal that determination. There is no appeal from a finding that a contractor is not pre-qualified because of a failure to submit required information, but re-application during one of the designated time periods is permitted. A contractor may appeal [*Public Entity's]* decision with respect to its request for pre-qualification, and request a hearing, by giving notice to [*Public Entity*] no later than ten business days after receipt of notice of its qualification status. Unless a Contractor files a timely appeal, the Contractor waives any and all rights to challenge the qualification decision of [*Public Entity*], whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than ten business days after *Public Entity's* receipt of its Notice of Appeal. The hearing so provided shall be an informal process conducted by a panel to whom the [*governing body of Public Entity*] has delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the hearing, the Contractor will be advised of the basis for [*Public Entity's*] pre-qualification determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the pre-qualification determination. At the conclusion of the hearing or no later than one day after completion of the hearing, the Appeals Panel will render its decision. The date for submission and opening of bids for a specific project will not be delayed or postponed to allow for completion of an appeal process.

> ***Note:*** A contractor may be found not pre-qualified for bidding on a specific public works contract to be let by *Public Agency*, or on all contracts to be let by *Public Agency* until the contractor meets *Public Agency's* requirements. In addition, a contractor may be found not pre-qualified for either:
>
> (1) Omission of requested information or
>
> (2) Falsification of information

* * * * *

NOTICE: To contractors who are using subcontractors for this job, please be advised that *Public Entity* **may** require, as to subcontractors, one of the following:

☐ The qualification of subcontractors in the following crafts or trades, following acceptance of your bid, but before the award is made:

_____ _____

☐ Pre-qualification of all subcontractors.

☐ Pre-qualification of subcontractors in certain crafts.

☐ Post-bid qualification review.

SOURCES FOR VERIFICATION OF INFORMATION GIVEN BY CONTRACTORS

SOURCES FOR VERIFICATION OF INFORMATION GIVEN BY CONTRACTORS

A CAUTIONARY NOTE: *The information that will be given to public agencies by contractors seeking pre-qualification is provided under oath, with the understanding that the intentional providing of false information is, in itself, grounds for disqualification. We expect that the information given should be and will be accepted at face value. The following information is provided for use in the few instances in which a public agency reviewing the answers given in a questionnaire has specific reason to believe that one or more answers should be verified by reference to publicly available information.*

Information about a contractor's license(s)
(Questionnaire Part I, question 6, and Part II, questions 6 and 9-13)

Names and addresses of licensed contractors, information about the type of license(s) issued and the dates when licenses were issued (and certain other information), are available from the Contractors' State Licensing Board (CSLB), 9821 Business Park Drive, Sacramento, CA 95827. Telephone number 800-321-2752. The CSLB web site for public information is: www.CSLB.ca.gov.

Information about workers' compensation insurance
(Part I, question 3 and Part II, questions 32-33)

Every workers' compensation insurance carrier issues to each of its insured businesses a Certificate of Insurance. The contractor should be willing to provide a copy upon request.

Each contractor's Experience Modification Rate for the year should be stated in a letter to the contractor from the contractor's workers' compensation insurance carrier.

Some large companies are legally self-insured for workers' compensation, with the consent and authorization of the Department of Industrial Relations. The names of companies that are legally self-insured are available from the Department's Office of Self-Insurance Plans, Workers' Compensation, 2265 Watt Avenue, Suite 1, Sacramento, CA 95825; (916) 483-3392.

The names of each business's current and recent workers' compensation insurance carriers are available from the Workers' Compensation Insurance Reporting Bureau (WCIRB), 575 Market Street, San Francisco, telephone (415) 777-0777. WCIRB is not a public agency but it provides information to the public. It will provide the names of the current and recent workers' compensation insurance carriers of every employer in California, in response to a written request, for a fee of $8 for every year for which you seek information.

Information about whether surety insurance carriers are "admitted" to do business in California
(Part I, question 5)

The California Department of Insurance will verify whether an insurance carrier is "admitted" to issue insurance policies within the State. The Department has a "Hot-Line" number – 800-927-4357, and a web-site from which the information is available: www.insurance.ca.gov

Information on disqualification from bidding on public contracts
(Part I, question 8 and Part II, question 15)

Information on the identities of contractors that have been disqualified from bidding on public works contracts is available from the California Labor Commissioner, Division of Labor Standards Enforcement, 455 Golden Gate Avenue, San Francisco, telephone (415) 703-4810.

Information available from the Secretary of State about corporations
(Part II, questions 1a-1d, 2-4)

The California Secretary of State has certain current and historical information about all corporations that operate in California: dates of incorporation, articles of incorporation, the name of the original incorporators, the names of the corporate officers (who are not necessarily the corporate stockholders) and an agent for service of process for the corporation. This information is available from the Secretary of State upon written request. (Secretary of State, Business Programs Division, 1500 Eleventh Street, Sacramento, CA 95814. Telephone (916) 653-2121 or 653-1239). The Secretary of State does not ordinarily have a listing of the names of initial stockholders or current stockholders, and that information is generally not available in any public record.

Information available from County Clerks about partnerships and sole proprietorships
(Part I, questions 1a-1d,2-4)

Every business, including a partnership, that operates under a "fictitious name" (for example, "Ajax Sheet Metal Contractors" or "Smith Brothers Electrical Contractors") is required to file with the County Clerk in the county in which its home office is located a "Fictitious Business Name" statement. This statement will indicate the owner of the business, if the business is a sole proprietorship, and the names of partners, if the business is a partnership. The information is available to the public from the County Clerk upon request. A written request may be necessary.

Information about bankruptcy proceedings
(Part II, questions 7 and 8)

Bankruptcy petitions, which include the names of the person or business that is seeking protection from the Bankruptcy Court, are available for public inspection at the office of the Clerk of each Bankruptcy Court (which are federal courts). In California, Bankruptcy Courts are located in Sacramento, Modesto, Fresno, San Francisco, Oakland, San Jose, Los Angeles, Santa Ana, Riverside, and San Diego. Most documents filed in court in bankruptcy proceedings are available for public inspection, at the Bankruptcy Court clerk's office. Some information on bankruptcy filings may also be available from commercial enterprises that collect and sell information from public records). In addition some information about bankruptcy cases filed August 1990 and later is available on-line through the "PACER" (Public Access to Court Electronic Records) system. To obtain information from PACER, you must register with the system, and pay a fee for the materials obtained. Call 1-800-676-6856 or you may register online at http://pacer.psc.uscourts.gov/.

Information about civil suits and arbitration cases
(Part II, questions 14, 17 and 18)

Each court keeps records of every civil suit filed in that court, and of the judgments that are issued after trials. However, the exact terms of pre-trial settlements are generally not recorded in court files. Documents related to disputes submitted to arbitration are generally not available for public inspection. Public agencies, however, are required to disclose the terms of such settlements, when documents are requested under the California Public Records Act.

Information about criminal convictions
(Part I, question 9, and Part II, questions 21, 22, and 23)

Criminal convictions are a matter of public record. Each courthouse (in both the federal and state court systems) has an index of its own criminal records. In addition, a few data collection businesses have collected criminal conviction information from public records throughout the state, and the collected information about particular individuals or businesses is available for sale from these private businesses.

Information about Federal court civil and criminal cases
(Part I, question 9)

Information about federal criminal cases (filed August 1991 and later) and civil cases (filed August 1990 and later) is available on-line through the "PACER" (Public Access to Court Electronic Records) system. To obtain information from PACER, you must register with the system, and pay a fee for the materials obtained. Call 1-800-676-6856) or you may register online at http://pacer.psc.uscourts.gov/.

Information about citations issued for violation of industrial safety and health laws (Part II, questions 28 and 29)

Information about citations issued by both the federal Occupational Safety and Health Administration and the California Division of Occupational Safety and Health (Cal OSHA) are available on a web-site maintained by federal OSHA, http://www.osha.gov. At that web site, click on "Library." On the Library page, click on "Statistics and Inspection Data." Next, click on "Establishment Search." When the next screen appears, enter the name of the contractor about whom you seek information in the "Establishment" window. In the "Process" window, enter the number 999999. Click on California in the "State" window. In the "Inspection Date" window, enter "1990." Then click the submit button.

Information about prevailing wage law violations (Part II, question 34)

Information about recent prevailing wage law violations is available from the Division of Labor Standards Enforcement, at 2424 Arden Way, Suite 360, Sacramento, CA 95825. A model letter asking for such information is enclosed.

Citations from either Air Quality or Water Quality Board for violations of regulations (Part II, question 30)

Information about citations issued by the California Air Resources Board is available from that agency under the Public Records Act. Their address is 2020 L Street, Sacramento, CA 95814, or Post Office Box 2815, Sacramento, 95812. In addition, Regional Air Quality Management Districts and Regional Water Quality Control Boards throughout the state may issue citations for violation of air quality or water quality standards. Consult the appropriate board in your area for information about how to gather appropriate information.

Information about state-approved apprenticeship plans and violations of state apprenticeship laws (Part II, questions 36-38)

Information about violations of state apprenticeship laws can be obtained from the Division of Apprenticeship Standards, 455 Golden Gate Avenue, 8th Floor, Post Office Box 420603, San Francisco, CA 94142.

City Council Communication

Meeting Date: 11/5/2025
Item #: VII.9
File #: 0704-01
Item ID: 2025-756

Title:	Riego Creek Park Turf Conversion - Notice of Completion
Contact:	Heather Buck 916-774-5254 hcbuck@roseville.ca.us

SUMMARY

Staff recommends approval of the Notice of Completion for the Riego Creek Turf Conversion Project. The total cost of the construction contract with Brightview Landscape Development, Inc. is $288,685. Funding for this project was included in the Neighborhood Park - West Roseville Specific Plan Fund.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting the Riego Creek Turf Conversion Project as complete and authorizing the Parks, Recreation & Libraries Director to execute the Notice of Completion.

BACKGROUND

The Riego Creek Park Turf Conversion Project is located on the 12.15-acre park site off North Hayden and Holt Parkways, adjacent to Riego Creek Elementary in the Fiddyment Farm area of West Roseville. This project included converting two landscaped areas along North Hayden Parkway to turf.

In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion.

FISCAL IMPACT

Funding for the construction of this project was included in the Neighborhood Park - West Roseville Specific Plan Fund.

ENVIRONMENTAL REVIEW

Development of the F-51 Neighborhood Park site was previously evaluated in the West Roseville Specific Plan (WRSP) EIR (certified February 2004 and SCH No.2002082057) and identified in the associated West Roseville Specific Plan. As proposed, construction of the F-51 Neighborhood Park is within the scope of the project covered by the WRSP EIR. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails, to the extent applicable. Because the project is consistent with the WRSP EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the WRSP EIR will be implemented during the design and construction of the F-51 Neighborhood Park. Because the proposed project meets the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

4. Invest in well-planned infrastructure and growth
5. Support community engagement and advocacy
6. Deliver exceptional City services

Respectfully Submitted,
Heather Buck, Senior Park Development Project Manager

Jill Geller, Parks Recreation and Libraries Director

ATTACHMENTS:
1. Resolution 25-339
2. NOC Exhibit
3. Riego Creek Park - Vicinity Map

REVIEWERS:

Heather Buck, Parks, Recreation, and Libraries Department - Park Development	Created/Initiated - 10/10/2025
Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Approved - 10/13/2025
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 10/16/2025
Kelly Aye, City Attorney Department	Approved - 10/21/2025
Katrina Six, City Clerk Department	Approved - 10/22/2025
Ryan DeVore, City Clerk Department	Approved - 10/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/22/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/22/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

RESOLUTION NO. 25-339

ACCEPTING THE PUBLIC WORK KNOWN AS RIEGO CREEK PARK TURF CONVERSION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as Riego Creek Park Turf Conversion Project, has been approved and the public work accepted.

2. The Parks, Recreation and Libraries Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the Riego Creek Park Turf Conversion 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 Brightview Landscape Development, Inc..

The surety on said project was Liberty Mutual Insurance Company

_____.

_____

JILL GELLER

Parks, Recreation & Libraries Director
City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

I, JILL GELLER, being first duly sworn, depose and say: I am the Parks, Recreation & Libraries Direct 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.

_____

JILL GELLER

Parks, Recreation & Libraries Director
City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___, JILL GELLER

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

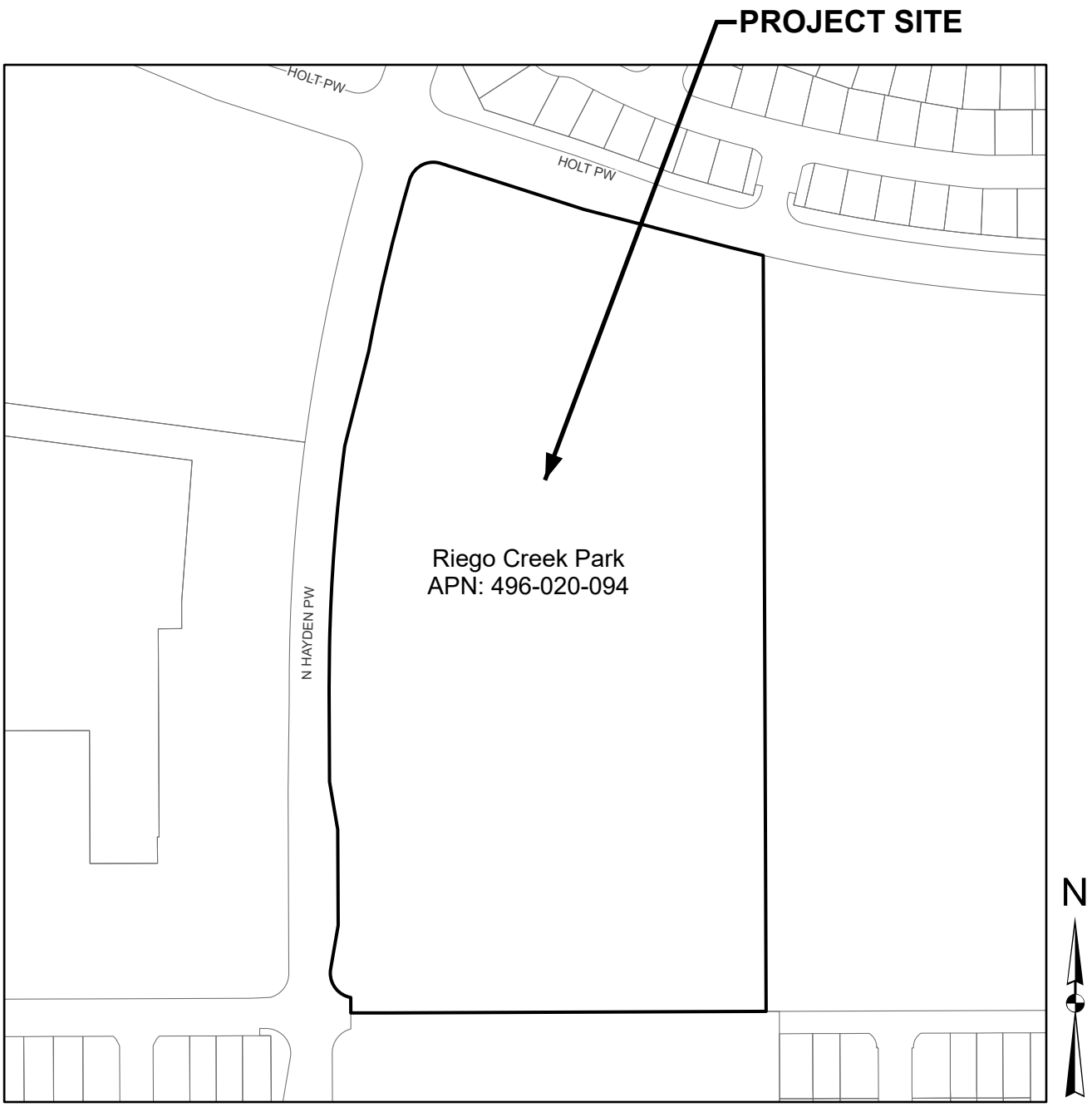
_____

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

Exhibit A

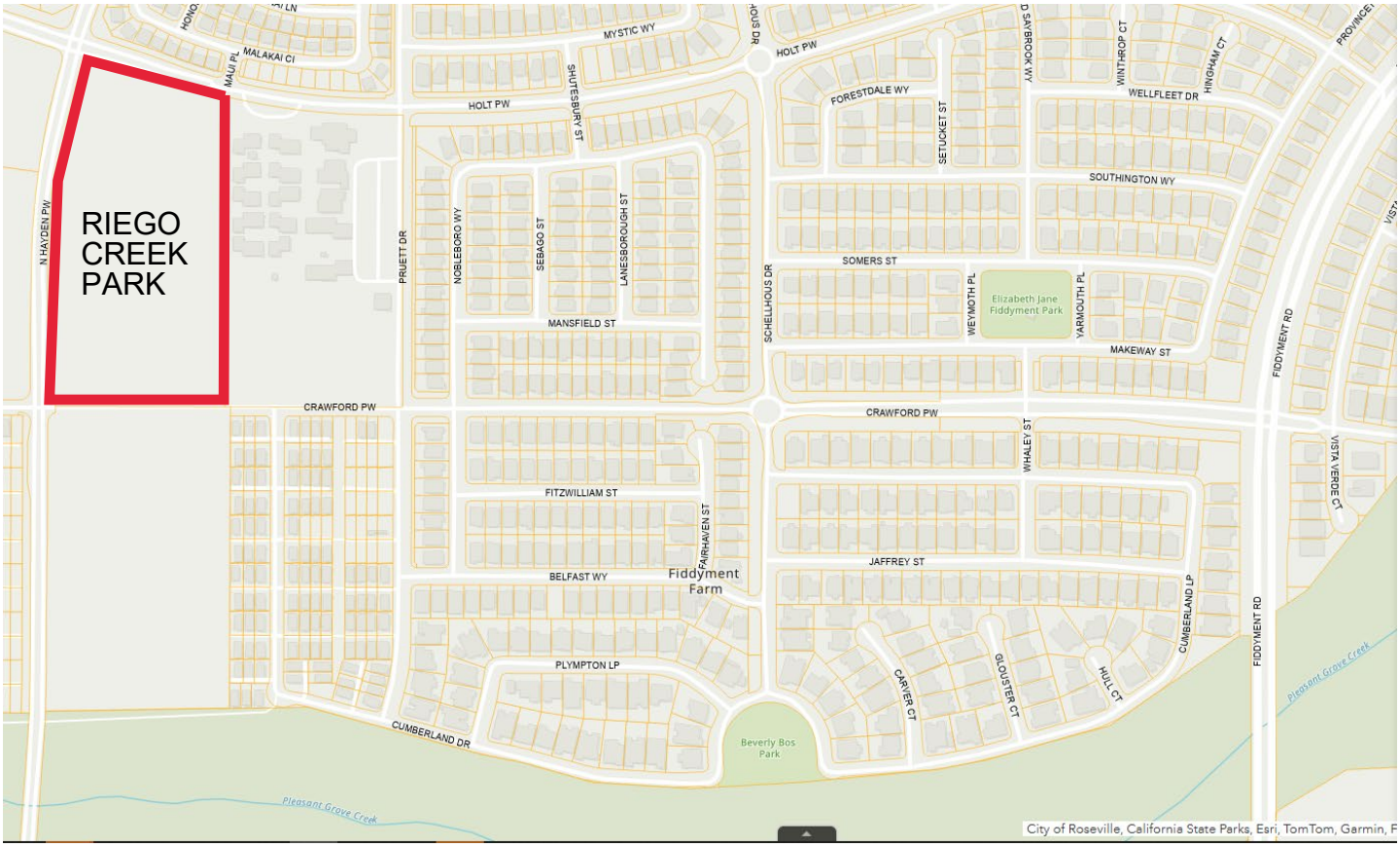
Riego Creek Park Turf Conversion
2800 North Hayden Parkway, Roseville, CA 95747

The project scope of work includes converting two landscaped areas along North Hayden Parkway to turf.



Riego Creek Park

Vicinity Map



City Council Communication

Meeting Date: 11/5/2025
Item #: VII.10
File #: 0203-02
Item ID: 2025-745

Title:	Fleet Services Parts - Sole Source Purchase Order
Contact:	Josh Brooks 916-746-1731 jlbrooks@roseville.ca.us

SUMMARY

Staff recommends approval of a sole source purchase order with One Source Parts LLC in the amount of $120,000 for the purchase of refuse truck parts. One Source Parts LLC is the sole authorized provider of many of the parts used on the City's fleet of Bridgeport refuse trucks. These parts are crucial in the maintenance of the City's growing refuse fleet. Funding for these parts will come from the Fleet Services Fund budget.

RECOMMENDATION

Staff recommends that the City Council approve a sole source purchase order with One Source Parts, LLC for the procurement of critical parts used to maintain the City's refuse fleet.

BACKGROUND

As the City continues to grow, the demand on the refuse fleet has increased significantly. Higher service volumes result in greater maintenance and repair needs to keep pace with this demand. One Source Parts LLC is the sole manufacturer and distributor of parts for the City's Bridgeport refuse equipment. This sole source agreement is necessary to keep the fleet of refuse trucks running.

FISCAL IMPACT

The total amount requested for this sole source agreement is $120,000. Funding will come from the Fleet Services Fund budget.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

6. Deliver exceptional City services

Respectfully Submitted,
Josh Brooks, Fleet Services Parts Buyer

Jason Shykowski, Public Works Director

ATTACHMENTS:
1. Sole Source Form

REVIEWERS:

Josh Brooks, Public Works Department - Fleet	Created/Initiated - 10/3/2025
Brandy LeBeau, Public Works Department - Fleet	Approved - 10/13/2025
Jason Shykowski, Public Works Department - All	Approved - 10/13/2025
Kelly Aye, City Attorney Department	Approved - 10/21/2025
Katrina Six, City Clerk Department	Approved - 10/22/2025
Ryan DeVore, City Clerk Department	Approved - 10/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/23/2025
Dominick Casey, City Clerk Department	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

CITY OF ROSEVILLE CALIFORNIA

PURCHASING FINANCE

SOLE SOURCE FORM

Requesting Department: Public Works
Name of Requestor: Josh Brooks

Division: Fleet Services
Extension: 1731

Total Dollar Amount: 120,000

Vendor Name: One Source Parts LLC

Sole Source forms are not required for purchases less than $5,000

DEFINITIONS: Sole Source means that there is only **one** supplier who can provide the required product or service; or there may be more than one available supplier for a particular product or service; however, a ***sole provider*** is being selected based upon one or more of the following reasons:

Check applicable criteria and complete explanation section.

☒ *Standardization*: Sole Brand items are used in cases where the City requires the item(s) to standardize parts, design, quality, etc. with a particular brand or model. Sole Brand items may be items which perform a certain function for which no other items are known to exist. *(Explain below)*

☐ *Critical Schedule Requirements*: Supplier is the firm best able to meet critical schedule requirements. NOTE: This is not available for construction goods or services over the Council limit. (*Explain below)*

☐ *Specialized Test Facilities/Equipment*: Supplier is known to have facilities and/or test equipment which is highly specialized. *(Explain below)*

☐ *Patented, Copyrighted, or Licensed Item or Service:* The item or service is held under exclusive title, trademark or copyright by a private person or company. (*Attach letter from manufacturer authorizing specific supplier.)*

☐ *Distributorship*: Manufacturer defines limited or proprietary distribution channels, i.e., one designated vendor for the local sales territory. (*Attach letter from manufacturer authorizing specific supplier.)*

☐ *Professional Services Over Bid Limit (Requires City Manager and City Attorney approval):* Contracts for professional services not conducive to bidding (including, without limitation, contracts for engineering, architectural, accounting or legal services). Compelling reasons warrant an exception to the competitive procurement process. *(Explain below)*

Explanation: (Attach additional pages if needed.)
One Source Parts LLC is the sole manufacturer of many of the parts used on our fleet of Bridgeport refuse equipment.

We have had to stop purchasing parts prior to the end of the fiscal year for the last 2 years due to reaching the bid limit causing significant delays of repairs. Parts costs continue to rise and our fleet of Bridgeports is aging so more frequent **repairs are certain.**

ADDITIONAL INFORMATION:

Vendor Name:One Source Parts LLC

Contact Person:Hattie Rivera

Address: One Source Parts, LLC
500 FM 1658, Bldg 1
Bridgeport, TX 76426

Phone: PH (940) 683 – 3003

Email Address: hattie@bridgeportmfg.com

Define / Describe specific product(s) or service(s): ***required**

HC-3030	**TAILGATE CYLINDER**
BW-20X24S	**PACKER SHIMS**
HC-28SP	**BEARING SPHERICAL**
HC-320	**ASL DUMP CYLINDER**
HC-212	**CYLINDER,LIFT/DUMP**
HC-4546	**PACKER CYLINDER**
HVH-101	**PACKER VALVE ASSEMBLY**
HVH-0002	**PUMP CONTROL VALVE**

AUTHORIZATION:

"I, the Undersigned, understand the City's requirement for competitive bidding. I also understand sole source purchases do not allow a competitive bid process. I have researched alternatives and other sources and have made a concerted effort to review comparable/equal equipment and sources. I believe, to the best of my knowledge, this sole source request to be justified and have found the supplier identified above to be the best source for this procurement action, with the agreed-upon pricing to be fair and reasonable and in the best interest of the City of Roseville for the utilization of its public funds."

Signature (Requestor): Josh Brooks Date: 8/22/25

The signatures below certify that the information submitted on this form has been reviewed and has departmental approval. The final determination of sole source approval shall be made by the Purchasing Office in coordination with the City Attorney's Office. The City Attorney's Office or Purchasing Office should be the final signature received.

Division Manager Approval (required for purchases equal to or greater than $5,000)

Signature (Division Manager): Brandy LeBeau Date: 8-19-25

***Purchasing Signature is not required if over Council Limit**

Purchasing Official Approval (required for purchases between $5,000 – $74,999.99)

Signature (Purchasing Official): _____ Date: _____

Department Head and City Attorney Approval (required for purchases equal to or greater than $75,000)

Signature (Department Head): Jason Shykowski Digitally signed by Jason Shykowski Date: 2025.08.25 09:49:45 -07'00' Date: _____

Signature (City Attorney): _____ Date: 8/2/25

City Manager and City Attorney Approval (required only for professional services equal to or greater than $75,000)

Signature (City Manager): _____ Date: _____

Signature (City Attorney): _____ Date: _____

Purchasing Use Only

PR Number: _____ *CPA/ PO Number:* _____ *Dollar Amount: $* _____

Buyer: _____ *City Council Approval Date:* _____ *Expires:* _____

City Council Communication

Meeting Date: 11/5/2025
Item #: VII.11
File #: 0203-02
Item ID: 2025-758

Title:	Public Safety Vehicle Parts and Services – Contract Purchase Agreement
Contact:	Lea Schroeder 916-774-5503 lschroeder@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement utilizing Placer County's contract# SCN108420 for one year from October 1, 2025, to September 30, 2026, with LEHR Upfitters OpCo LLC dba LEHR. This contract will provide upfitting services for public safety vehicles, which includes the materials and labor needed to provide features not available directly from the vehicle manufacturers. The total cost of parts and services during the contract period will not exceed $1,000,000. Funding for the LEHR contract purchase agreement is included in the FY2025-26 Fleet Replacement Fund budget and will be recommended in the proposed FY2026-27 budget.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve a contract purchase agreement (3005069) with LEHR Upfitters OpCo LLC dba LEHR to provide public safety vehicle parts and services to upfit vehicles, and authorize the City Manager to execute the agreement.

BACKGROUND

The Public Works Department's Fleet Services Division purchases vehicles that require upfitting before being placed into service. Upfitting a vehicle is the process of installing additional features and accessories on a factory vehicle to assist in the City department's day-to-day operations. The supplies needed for each vehicle can include items like light bars, strobe lights, sirens, push bumpers, gun locks, flashing lights, decals, partitions, center consoles, computer stands, cameras, wiring, and mounting brackets.

The Placer County contract# SCN108420 for public safety vehicle parts and services was competitively bid in 2025 with a one-year contract. The contract allows other agencies to use it for the purchase of similar unfitting needs. Doing so saves the City time and effort, and provides competitive pricing due to the economy of scale a multi-agency contract can provide.

FISCAL IMPACT

The total cost for public safety parts and services included in the contract renewal for this year will not exceed $1,000,000. Funding for the LEHR contract purchase agreement is included in the FY2025-26 Fleet Replacement Fund budget and will be recommended in the proposed FY2026-27 budget.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

6. Deliver exceptional City services

Respectfully Submitted,
Lea Schroeder, Management Analyst

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Resolution 25-340
2. 3005069_LEHR Upfitters OpCo LLC dba LEHR

REVIEWERS:

Lea Schroeder, Public Works Department - Fleet	Created/Initiated - 10/13/2025
Brandy LeBeau, Public Works Department - Fleet	Approved - 10/13/2025
Jason Shykowski, Public Works Department - All	Approved - 10/13/2025
Gretchen Hakala, City Clerk Department	Approved - 10/14/2025
Kelly Aye, City Attorney Department	Approved - 10/21/2025
Katrina Six, City Clerk Department	Approved - 10/22/2025
Ryan DeVore, City Clerk Department	Approved - 10/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/23/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

RESOLUTION NO. 25-340

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND LEHR UPFITTERS OPCO LLC DBA LEHR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3005069) to provide public safety vehicle parts and services to upfit vehicles, by and between the City of Roseville and LEHR Upfitters OpCo LLC dba LEHR, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3005069

Supplier Details:

Company	LEHR Upfitters OpCo LLC dba LEHR
Contact	Steve Adair
Address	631 North Market Blvd
	Sacramento, CA 95834

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.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3005069

Agreement	**3005069**
Agreement Date	**07-OCT-2025**
Revision	**0**
Agreement Amount	**1,000,000.00 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**LEHR Upfitters OpCo LLC dba LEHR** 631 North Market Blvd Sacramento, CA 95834
Phone:	(916) 774-5488	**Phone:**	(916) 242-7461
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	steve@lehrauto.com

Description of Labor, equipment and/or materials

VENDOR SHALL PROVIDE EMERGENCY RESPONSE VEHICLE EQUIPMENT, SUPPLIES AND INSTALLATION SERVICES ON AN AS--NEEDED BASIS FOR THE CITY OF ROSEVILLE'S FLEET SERVICES DIVISION UTILIZING PLACER COUNTY CONTRACT #SCN108420. ALL WORK MUST BE QUOTED AND APPROVED IN ADVANCE BY AN AUTHORIZED MEMBER OF THE FLEET SERVICES DIVISION.

PLEASE CONTACT PETER BREVIK AT 916-746-1754 OR BY EMAIL AT PBREVIK@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

**Total cost listed is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	10020	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Oct-2025	**30-Sep-2026**	**Tiffany Valdez** Phone **1-916-746-1109**

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

Docusign Envelope ID: 58F9AB8D-C4F9-48ED-B276-44A58859072B

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, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. 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 writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. 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 full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. 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

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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. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

h. Waiver of Subrogation. 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 minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state, and local laws and ordinances, including

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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

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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. N/A

Contractor License No. N/A

DIR Registration No. N/A

Check mark the applicable company type below:

__X__ **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

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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

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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
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

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Chemical/Environmental:____
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

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Supplier

Signature: DocuSigned by: Jim Stommel 9739972A7721412...

Print Name: Jim Stommel

Title: President

Date: 10/8/2025

Supplier

Signature: _____

Print Name: _____

Title: _____

Date: _____

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

City Council Communication

Meeting Date: 11/5/2025
Item #: VII.12
File #: 0900-06
Item ID: 2025-508

Title:	Roseville Police Department Expansion Project - Professional Design Services Agreement Amendment
Contact:	Andre Baranov 916-774-5342 ajbaranov@roseville.ca.us

SUMMARY

Staff recommends approval of a first amendment to the professional design services agreement with 19Six Architects in the amount of $879,511 for the completion of the Police Department Expansion Project construction documents and to incorporate the design of three life-cycle system replacement projects. A discretionary 10% contingency is also requested to cover the cost of unforeseen conditions. The costs of the additional services are covered by the Police Department Facility Expansion, Design and Construction Project with a current project budget of $11,130,000, which includes both design and construction, in the Public Facilities and Facility Rehabilitation funds.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a first amendment to professional design services agreement with 19Six Architects for the Roseville Police Department Expansion Project, and authorize the City Manager to execute it on behalf of the City of Roseville.

Staff further requests authorization for the City Manager or Designee to approve change orders for the Project, consistent with the contract terms, provided that the newt cost of all change orders shall not exceed ten percent (10%) percent of the contract amount.

BACKGROUND

The Roseville Police Department (RPD) headquarters is currently located in a three-story facility at 1051 Junction Blvd. The building was originally constructed in 1997 and is approximately 83,700 square feet. At the time of the original construction, a decision was made to cut back on the future growth space for budgetary reasons.

In 2012, as space constraints were becoming an issue, a space requirements study was conducted and concluded that an additional 19,690 SF is needed for the expected growth of the Police Department through 2032. This study established a sequenced Master Plan and proposed the following phased steps for the RPD expansion:

- Phase 1A – Prepare a facilities Master Plan - (Completed in 2023)
- **Phase 1B – Construct a new parking lot or parking structure (Currently in design)**
- Phase 2 – Construct a new office building and expanded public parking (Future)
- **Phase 3 – Complete tenant improvements to the existing building (Currently in design)**
- Phase 4 – Construct a new training facility (Future)

The 2023 Master Plan process concluded that Phase 2 (Construction of the new office building) was not

feasible at this time and that the near-term need was for parking (Phase 1) and improved function of the existing uses in the building (Phase 3).

In August 2024, the City Council awarded a Professional Design Services Agreement (PDSA) to 19Six Architects in the amount of $1,351,350 for various services related to Phase **1B** and **Phase 3** of the RPD Expansion Master Plan, including:

1. RPD Parking Expansion Design
2. Corporation Yard Road Design
3. Street Maintenance Building Design
4. Tenant Improvements (TI) for the existing RPD building, and
5. Conceptual design of a building addition/expansion to the existing building

Pertaining to items 1-4, above, through the initial design phase, various needs not previously captured in the scope have been identified and added. For example, expanded survey limits for the parking lot, greater clarification regarding the Street Maintenance Building relocation (currently located in the proposed RPD parking improvement area), improvements and relocation of the CSI office, and access compliance upgrades needed for the existing RPD building entrance.

Pertaining to item 5, above, the Project Design Team has reviewed and accepted the proposed conceptual design scope proposed in the original agreement and now recommends advancing the building addition/expansion to the design phase, including the required structural, plumbing, mechanical, and electrical Construction Documents. The requested PDSA Amendment includes this work.

In addition to the RPD Master Plan design, a life-cycle system replacement capital improvement project (CIP) (replacement of the boiler for the existing RPD building) was created with the adoption of the FY2024-25 budget. Construction of the boiler replacement will be performed with the existing CIP, but the addition/expansion to the existing building requires that 19Six integrate the boiler replacement into their design of the expanded building.

Finally, two other life-cycle system replacement CIP projects (replacement of the chiller and cooling tower) were identified for the existing RPD building during the development of the FY2025-26 budget. Scope and budget for these replacements were added to the RPD project and approved in the FY2025-26 budget. The design of these replacements will be most efficiently performed by 19Six with the design of the project, since they are also designing the systems for the expansion effort.

Staff recommends that Council adopt an ordinance authorizing the City Manager to sign the first amendment to the existing PDSA with 19Six Architects in the amount of $879,511 for the additional services described above. This brings the total PDSA amount to $2,230,861. A discretionary 10% contingency not to exceed $87,951 is requested to cover the cost of unforeseen conditions for a total not-to-exceed amount of $2,318,812.

FISCAL IMPACT

The costs of the additional services are covered by the Police Department Facility Expansion, Design and Construction Project with a current project budget of $11,130,000, which includes both design and

construction, in the Public Facilities and Facility Rehabilitation funds. The cost of services related to the three additional life-cycle projects have been approved in CIP budgets in FY2024-25 and FY2025-26.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,
Andre Baranov, Project Supervisor

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Resolution 25-343
2. PDSA Amendment - 19six Executed

REVIEWERS:

Andre Baranov, Public Works Department - Facilities	Created/Initiated - 10/13/2025
James Kremko, Public Works Department - Facilities	Approved - 10/14/2025
Jason Shykowski, Public Works Department - All	Approved - 10/14/2025
Kelly Aye, City Attorney Department	Approved - 10/22/2025
Katrina Six, City Clerk Department	Approved - 10/22/2025
Ryan DeVore, City Clerk Department	Approved - 10/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/24/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

RESOLUTION NO. 25-343

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 Roseville Police Department Expansion Project, 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.

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

FIRST AMENDMENT TO

PROFESSIONAL DESIGN SERVICES AGREEMENT

Roseville Police Department Expansion Project

Phase 1B Parking Lot, Phase 3 Tenant Improvement

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 August 21, 2024 ("Agreement") regarding the Roseville Police Department Expansion Project Phase 1B Parking Lot, Phase 3 Tenant Improvement ("Project");

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated July 7, 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 eight hundred seventy-nine thousand, five hundred eleven dollars ($879,511), in consideration of the additional services as set forth in Exhibit "A" to the First Amendment to Agreement."

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

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

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

19SIX ARCHITECTS, a California corporation

BY: _____
its: President

and

[SIGNATURES CONTINUED ON NEXT PAGE]

ATTEST:

BY: _____
its: Chief Financial Officer

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Jason Shykowski Digitally signed by Jason Shykowski Date: 2025.10.14 18:25:12 -07'00'
JASON SHYKOWSKI
Public Works Director

EXHIBIT “A”

ATTACHMENT A TO OWNER/ARCHITECT CONTRACT AMENDMENT # 01

City of Roseville
Roseville PD Expansion
19six File No. 24153.01
July 7, 2025

PHASE 1B.1 – PARKING EXPANSION	Previous Fee	Amendment Fee	Revised Fee
1B1.1-01 Expanded Survey Limits			
Proposal Scope:			
▪ Survey limits as noted in Wood Rogers Extra Work Authorization letter, dated May 28, 2025.			
Revised Scope:			
▪ Surveyor - Refer to Wood Rogers Extra Work Authorization letter dated May 28, 2025, Task 1.01 - Phase 1B.1 Survey Services			
Revised Services Scope:		$ 4,130	
▪ Civil Engineer - Refer to Wood Rogers Extra Work Authorization letter dated May 28, 2025, Task 1.01 - Phase 1B.1 Survey Services			
▪ 19six - Coordination		$ 605	
Sub Total		$ 4,735	
1B1.1-02 Site Plan Development Budget Exceeded			
Proposal Scope:			
▪ Base File Preparation – Site Plan Development			
Revised Scope:			
▪ Civil Engineer - Refer to Wood Rogers Extra Work Authorization Letter dated May 28, 2025, Task 2.01 – Phase 1B.1 Base File Preparation			
Revised Services Scope:			
▪ Civil Engineer - Refer to Wood Rogers Extra Work Authorization Letter dated May 28, 2025, Task 2.01 – Phase 1B.1 Base File Preparation		$ 3,120	
▪ Electrical Engineer - The initial budget for this task has been exceeded based upon the requests made by the City of Roseville for multiple iterations of design revisions.		$4,748	
▪ 19six - The initial budget for this task has been exceeded based upon the requests made by the City of Roseville for multiple iterations design revisions.		$ 5,260	
Sub Total		$ 13,128	
Phase 1B.1 Mark-up on Consultants		$ 1,800	
Total Phase 1B.1 – Parking Expansion	**$ 365,500**	**$ 19,058**	**$ 384 558**

PHASE 1B.2 – CORPORATION YARD ROAD	Previous Fee	Amendment Fee	Revised Fee
1B1.2-01 Site Plan Development Budget Exceeded			
Proposal Scope: ▪ Base File Preparation – Site Plan Development Revised Scope: ▪ Civil Engineer - Refer to Wood Rogers Extra Work Authorization letter dated May 28, 2025. Task 3.01 – Phase 1B.2 Base File Preparation Revised Services Scope: ▪ Civil Engineer – - Refer to Wood Rogers Extra Work Authorization letter dated May 28, 2025. Task 3.01 – Phase 1B.2 Base File Preparation		$ 2,960	
Sub Total		$ 2,960	
1B1.2-02 Additional Arborist Scope			
Proposal Scope: ▪ Arborist – Estimate based on qty of 105 trees. Revised Scope: ▪ 151 trees final count Revised Services Scope: ▪ Arborist – Additional field work and report prep time.		$ 750	
Sub Total		$ 750	
Phase 1B.2 - Mark-up on Consultants		$ 556	
Total Phase 1B.2 – Corporation Yard Street	**$ 249,500**	**$ 4,266**	**$ 253,766**

PHASE 1B.3 – STREETS MAINTENANCE BUILDING	Previous Fee	Amendment Fee	Revised Fee
1B.3-01 Expanded Improvements Scope			
Proposal Scope:			
▪ Single user restroom			
▪ Non-conditioned			
Revised Scope:			
▪ Add provisions for future office			
▪ Add evaporative cooling			
▪ Add fire sprinklers and fire control room			
▪ Add fenced yard a			
▪ Plan for future Mezzanine			
Revised Services Scope:			
▪ Mechanical/Plumbing Engineer		$ 7,580	
▪ Electrical Engineer		$ 11,428	
▪ 19six		$ 11,795	
Sub Total		$ 30,803	
1B.3-02 Architectural Design Budget Exceeded			
Proposal Scope:			
Revised Scope:			
▪ The initial budget for this task has been exceeded based upon the requests made by the City of Roseville for multiple iterations of plans and elevations.			
Revised Services Scope:			
▪ 19six		$ 27,085	
Sub Total		$ 27,085	
Phase 1B.3 - Mark-up on Consultants		$ 2,851	
Total Phase 1B.3 – Streets Maintenance Building	**$311,500**	**$ 60,739**	**$ 372,239**

PHASE 3.1 – TENANT IMPROVEMENTS	Previous Fee	Amendment Fee	Revised Fee
3.1-01 Add Access Compliance Upgrades to Full Compliance Proposal Scope: ▪ **Access Compliance Upgrades up to 20% Threshold** ▪ To be based on RPD Site Accessibility Evaluation Access Compliance Report, dated 08/24/2016, provided by City. ▪ Access Compliance Report included: Path of Travel from Public Way, Junction Blvd Parking Lot, Path from Parking, Main Lobby, Womens Restroom, Mens Restroom, Live Scan Room, Mark White Community Room, Interviewing and Neighborhood Policing. Revised Scope: ▪ **Project Cost will likely exceed threshold requiring full Access Compliance** – ***Unable to Define at This Time*** ▪ Services in connection with Access Compliance Survey to determine *Access Compliance Barrier Removal* scope. ▪ Services in connection with *Access Compliance Barrier Removal* Schematic Design, Development, Construction Documents and Construction Administration Services. Revised Services Scope: ▪ ***Access Compliance Barrier Removal*** Schematic Design, Development, Construction Documents and Construction Administration Services. *Unable to Define Scope at This Time* *Fee provided as allowance for Architectural Services Only*		*$35,000*	
Sub Total *(Allowance)*	***$ 0***	***$35,000***	***$35,000***
3.1-02 Architectural Design Budget Exceeded Proposal Scope: Revised Scope: ▪ Initial budget for this task has been exceeded based upon the requests made by the City of Roseville for multiple iterations of plans and elevations. Revised Services Scope: ▪ 19six - Design Development		$ 35,830	
Sub Total		$ 35,830	
3.1-03 Addition of Boiler Replacement, Chiller Replacement and Cooling Tower Replacement to scope of work. Proposal Scope: ▪ Addition of Boiler Replacement, Chiller Replacement and Cooling Tower Replacement at Owners Request.			

Revised Scope: ▪ Services in connection with Schematic Design, Development, Construction Documents and Construction Administration Services in connection with the addition of Boiler Replacement, Chiller Replacement and Cooling Tower Replacement.	
Revised Services Scope:	
▪ Structural Engineer	$ 14,510
▪ Mechanical Engineer	$ 53,112
▪ Electrical Engineer	$ 26,014
▪ 19six	$ 7,055
Sub Total	$ 100,691

3.1-04 Access Compliance Upgrades at Main Entrance, Parking, and Landscaping

Proposal Scope: ▪ Modifications to the existing plaza, car park or accessible path of travel were not anticipated.	
Revised Scope: ▪ Services in connection with Schematic Design, Development, Construction Documents and Construction Administration Services in connection with modifications to the existing car park or accessible path of travel were not anticipated. ▪ Drawing Exhibit Reference: A0.0 Site Plan	
Revised Services Scope:	
▪ Surveyor - Refer to Wood Rogers Extra Work Authorization letter dated May 28, 2025. Task 4.00 – Phase 3 Topographic Survey	$ 3,965
▪ Civil Engineer - Refer to Wood Rogers Extra Work Authorization letter dated May 28, 2025. Task 4.01a – Phase 3 Base File Preparation Task 4.03 – Phase 3.1 Design Development Task 4.04 – Phase 3.1 Construction Documents Task 4.05 – Phase 3.1 Construction Administration	$ 49,990
▪ 19six	$ 22,015
Sub Total	$ 75,970

3.1-05 Additional Areas Added to Tenant Improvement Scope

Proposal Scope: ▪ Tenant Improvements scope based on areas of Tenant Improvements noted in RFP Exhibit	
Revised Scope: ▪ Scope increase to areas of Tenant Improvements ▪ Services in connection with Schematic Design, Development, Construction Documents and Construction Administration Services. ▪ Drawing Exhibit Reference: A0.0 Site Plan, A1.1 First Floor Plan,	

A1.2 Second Floor Plan			
Revised Services Scope:			
▪ Mechanical Engineer		$ 27,658	
▪ Electrical Engineer		$ 34,584	
▪ 19six		$ 32,810	
	Sub Total	$ 95,052	
3.1-06 Add replacement of Exterior CMU Wall Veneer with Plaster Finish (Men's and Women's Restrooms)			
Proposal Scope:			
▪ Schematic Design, Development, Construction Documents and Construction Administration Services in connection with replacement of Exterior Restroom CMU Wall Veneer with Plaster Finish at Owners request.			
Revised Scope:			
▪ Add services in connection with Design Development, Construction Documents, Agency Approvals, Bidding and Construction Administration Services with Expansion of the Building. Areas of expansion to based on drawings A102 (Second Floor Plan) and Axxx (Exterior Elevations) , attached.			
▪ Drawing Exhibit Reference: A1.2 First Floor Plan			
Revised Services Scope:			
▪ Structural Engineer		$ 4,695	
▪ 19six		$ 8,335	
	Sub Total	$ 13,030	
3.1-07 Increased Cost Estimating Services Scope			
Proposal Scope:			
▪ Tenant Improvements scope based on areas of Tenant Improvements noted in RFP Exhibit			
Revised Scope:			
▪ Scope increase to areas of Tenant Improvements			
▪ Services in connection with Design Development and Construction Documents			
▪ Drawing Exhibit Reference: A0.0 Site Plan, A1.1 First Floor Plan, A1.2 Second Floor Plan			
Revised Services Scope:			
▪ Cost Estimator		$ 29,100	
	Sub Total	$ 29,100	
	Phase 3.1 - Mark-up on Consultants	$ 36,544	
Total Phase 3.1 – Tenant Improvements	**$337,900**	**$ 421,217**	**$ 759,117**

PHASE 3.2 – EXISTING BUILDING EXPANSION (Building Additions)	Previous Fee	Amendment Fee	Revised Fee
3.2-01 Architectural Design Budget Exceeded			
Proposal Scope:			
Revised Scope:			
▪ Initial budget for this task has been exceeded based upon the requests made by the City of Roseville for multiple iterations of plans and elevations.			
Revised Services Scope:			
▪ 19six		$ 23,440	
Sub Total		$ 23,440	
3.2-02 Building Additions - Add Design Development, Construction Documents, Agency Approvals, Bidding and Construction Administration Services			
Proposal Scope:			
▪ Included preparation of Conceptual level space plans for 1) Each floor of the existing Police Department building and 2) Space plans for the potential Additions / Expansion areas.			
▪ Schematic Design, Development, Construction Documents and Construction Administration Services in connection with Expansion of the Building were not included in original scope			
Revised Scope:			
▪ Add services in connection with Design Development, Construction Documents, Agency Approvals, Bidding and Construction Administration Services with Expansion of the Building.			
▪ Drawing Exhibit Reference: A0.0 Site Plan, A1. 0 Basement Floor Plan, A1.1 First Floor Plan, A1.2 Second Floor Plan			
Revised Services Scope:			
▪ Structural Engineer		$ 117,130	
▪ Mechanical Engineer		$ 39,382	
▪ Electrical Engineer		$ 36,102	
▪ 19six		$ 120,410	
Sub Total		$ 313,024	
3.2-03 Increased Cost Estimating Services Scope			
Proposal Scope:			
▪ Cost Estimating Services included Schematic Design only.			
Revised Scope:			
▪ Scope increase to include areas of Building Expansions			
▪ Services in connection with Design Development and Construction Documents			
▪ Drawing Exhibit Reference: A0.0 Site Plan, A1.1 First Floor Plan,			

A1.2 Second Floor Plan			
Revised Services Scope:			
▪ Cost Estimator		$ 28,100	
	Sub Total	$ 28,100	
	Phase 3.1 - Mark-up on Consultants	$ 33,107	
Total Phase 3.2 – Existing Building Additions (Expansion)	**$ 69,700**	**$ 374,231**	**$ 443,931**

Amendment 1 total = $879,511

City Council Communication

Meeting Date: 11/5/2025
Item #: VII.13
File #: 0800-02 & 0201-01
Item ID: 2025-748

Title:	Backflow Program Technology Project - Budget Adjustment
Contact:	Rachel Tooker 916-746-1712 rtooker@roseville.ca.us

SUMMARY

Staff recommends approval of a budget adjustment in the amount of $245,000 for Information Technology Department secondary labor costs to complete integrations and upgrades to the City's asset management and billing systems for cross-connection control and backflow prevention program compliance. Funding is available in the Water Operations Fund.

RECOMMENDATION

Staff recommends that City Council adopt an ordinance to approve a $245,000 budget adjustment in the Water Operations Fund to the Backflow Program Technology Project for IT secondary labor costs to update existing technology systems for cross-connection control and backflow prevention compliance.

BACKGROUND

The State Water Resources Control Board (SWRCB) recently issued a new Cross-Connection Control Policy Handbook that updates previous regulations in California Code of Regulations Title 17. It contains enforceable standards that apply to all California Public Water Systems. The City submitted a written Cross-Connection Control Plan in June 2025 to the SWRCB, which has been approved.

The Water Utility is restructuring program operations and leveraging technology to manage backflow prevention and cross-connection control in accordance with the state's updated policies. There are increased expectations for hazard assessments, program enforcement, record-keeping, backflow tester and cross-connection specialist certifications, customer communications, backflow incident response, public education, and state reporting. There are also tight timelines for correction of failed backflow assemblies, which will require a more robust system for communicating with backflow owners and keeping contact information updated.

The Water Utility has been partnering with the City's IT Department to upgrade existing systems to support these changes. At the time of FY 2025-26 budgeting, the work had not been scoped completely since the full extent of operational changes required to meet the updated regulations were still being worked out. The recommended budget adjustment includes $67,000 for IT scoping costs and $178,000 for IT secondary labor costs to complete upgrades to the City's asset management system and integrate with the utility billing system.

FISCAL IMPACT

The recommended budget adjustment appropriates $245,000 in the Water Operations Fund to the Backflow Program Technology Project budget, increasing the total project budget to $551,650. There are adequate resources in the fund for this expenditure increase.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,
Rachel Tooker, Environmental Utilities Compliance Administrator

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Ordinance 7008

REVIEWERS:

Rachel Tooker, Environmental Utilities Department	Created/Initiated - 10/8/2025
George Hanson, Environmental Utilities Department - Water	Approved - 10/15/2025
Devin Whittington, Environmental Utilities Department	Approved - 10/15/2025
Sean Bigley, Environmental Utilities Department	Approved - 10/16/2025
Kelly Aye, City Attorney Department	Approved - 10/20/2025
Katrina Six, City Clerk Department	Approved - 10/22/2025
Ryan DeVore, City Clerk Department	Approved - 10/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/22/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/23/2025
Dominick Casey, City Clerk Department	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

ORDINANCE NO. 7008

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 Backflow Program Technology 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:	Rachel Tooker, EU Compliance Administrator	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Joseph Barrow, EU Business Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	EU/Water		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6101	5080	84001	500346	245,000	Increase Capital Outlay - Project 500346 Backflow Program Technology Project
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				245,000	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	245,000	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6101	3601	00000	000000	(245,000)	Decrease Water Operations Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(245,000)	

Justification for Budget Adjustment:

Additional funds are needed to complete the Backflow Program Technology Project (500346) due to unanticipated increases in IT labor required for implementation. This budget adjustment will increase the project budget by $245,000 bringing the total project budget to $551,650 using available funds in the Water Operations Fund (6101).

City Council Communication

Meeting Date: 11/5/2025
Item #: VII.14
File #: 0800-02
Item ID: 2025-762

Title:	SB 1383 Compliance – Professional Services Agreement
Contact:	Michelle White 916-774-5774 mjwhite@roseville.ca.us

SUMMARY

Staff recommends approval of a professional services agreement with SMART Compliance for the procurement of solid waste compliance software, two field printers, and up to 100 hours of software customization. These services are needed to streamline regulatory compliance and to effectively manage programs, documents, and operations. The contract cost of $110,500 is included in the FY2025-26 Waste Services Operations Fund budget and is funded by the CalRecycle Local Assistance Grant.

RECOMMENDATION

Staff recommends City Council adopt a resolution to approve a professional services agreement with SMART Compliance and authorize the City Manager to execute the agreement on behalf of the City of Roseville.

BACKGROUND

Senate Bill (SB) 1383 established statewide requirements to reduce organic waste disposal and mandated extensive local government recordkeeping and reporting across collection, food recovery, outreach, procurement, capacity planning, waivers, and enforcement programs. To meet these requirements, Environmental Utilities staff initially developed an internal organic tracking module within the City's existing utility billing system. While this tool provided short-term support, staff identified the need for a more comprehensive solid waste compliance software platform to streamline tracking, reporting, and regulatory documentation.

After evaluating multiple software systems, staff determined that SMART Compliance offered the most effective compliance-focused solution. SMART Compliance was recently selected through a competitive procurement by Zero Waste Sonoma, and staff confirmed that this procurement was authorized to be utilized through the City's cooperative purchasing (piggyback) ordinances. SMART Compliance's platform will provide a centralized system for managing the City's solid waste regulatory compliance, data collection, and reporting obligations under SB 1383. It integrates all required recordkeeping functions, including tracking of generator data, waivers, service levels, inspections, enforcement actions, and outreach and education activities.

The system also includes a comprehensive enforcement module with customizable inspection forms, violation templates, and route review tools that support contamination monitoring and provide actionable insights to enhance organics diversion programs. Together, these features will significantly reduce manual data entry, eliminate redundancies, and strengthen the City's ability to meet state regulatory requirements.

This contract also includes two field printers and up to 100 hours of software customization to align the system with Roseville's operational and reporting needs. The total cost of $110,500 is included in the

FY2025–26 Waste Services Operations Fund budget and will be funded by CalRecycle's SB 1383 Local Assistance Grant (Cycle OWR4). Grant funds must be expended by November 2026, and implementing the software now will ensure timely compliance with upcoming CalRecycle Jurisdiction and Agency Compliance and Enforcement (JACE) reviews.

FISCAL IMPACT

The total contract cost of $110,500 is included in the FY2025–26 Waste Services Operations Fund budget. The project will be fully funded through the CalRecycle Local Assistance Grant (Cycle OWR4), which provides dedicated funding to support implementation of SB 1383 regulatory requirements.

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
6. Deliver exceptional City services

Respectfully Submitted,
Michelle White, Environmental Utilities Compliance Administrator

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Resolution 25-344
2. Agreement

REVIEWERS:

Michelle White, Environmental Utilities Department - Solid Waste	Created/Initiated - 10/15/2025
Devin Whittington, Environmental Utilities Department	Approved - 10/15/2025
Sean Bigley, Environmental Utilities Department	Approved - 10/16/2025
Gretchen Hakala, City Clerk Department	Approved - 10/16/2025
Kelly Aye, City Attorney Department	Approved - 10/21/2025
Katrina Six, City Clerk Department	Approved - 10/22/2025
Ryan DeVore, City Clerk Department	Approved - 10/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/24/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

RESOLUTION NO. 25-344

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SMART COMPLIANCE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for SB 1383 Compliance, by and between the City of Roseville and Smart Compliance, 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

Project: SB 1383 Compliance

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Smart Compliance, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of software tracking for the collection of pertinent information and data required for SB 1383 tracking and reporting; and

WHEREAS, CONSULTANT has prepared a proposal dated September 5, 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 ten thousand, five hundred fifty dollars ($110,550).

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.

COVERAGE	LIMITS OF LIABILITY
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 worked 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	CONSULTANT
Michelle White 116 S. Grant Street Roseville, CA 95678	Judi Gregory 6625 N. Calle Eva Miranda, Ste. A Irwindale, CA 91702

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

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____ Devin Whittington on behalf of Sean Bigley
SEAN BIGLEY
Environmental Utility Director

SMART COMPLIANCE, a California corporation

BY: _____
its: Judi Gregory
CEO & President
and

BY: Robert W Hollis
its: Secretary

Type text here

EXHIBIT “A”

SMART1383 Proposal

Prepared for

City of Roseville

Contact: Judi Gregory
info@smart1383.com
855-724-1383 ext. 700

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4.1. Cover Letter and Corporate Information

September 5, 2025

TO: City of Roseville

Thank you for the opportunity to provide a subscription quote for the **SMART1383 Compliance System**. The SMART1383 system allows for the convenient collection of pertinent information and data required for SB 1383 tracking and reporting. The system also has several built-in features designed to assist with outreach and inspection activities. SMART1383 alleviates many tedious and cumbersome tasks associated with spreadsheets and other data management systems; thereby streamlining operations and significantly reducing administrative time and effort.

If you have any questions, please feel free to contact us at **855-724-1383** ext 700, info@smart1383.com or in writing at 6625 N Calle Eva Miranda, Suite A, Irwindale, CA 91702.

Sincerely,

Judi Gregory

Corporate Information

Corporate Name	SMART Compliance
Address	6625 N Calle Eva Miranda, Suite A Irwindale, CA 91702
Entity Type	State of California General Stock Corporation
Officers	Judi Gregory, CEO Bob Hollis, CIO Zane Harvey, CTO
Incorporated	December 8, 2021 California
Federal Tax ID	87-3961734

4.2. Technical Proposal

Experience

SMART Compliance is a leading-edge company that specializes in providing sustainability intelligence systems and comprehensive compliance and reporting software as a service (SaaS). Our SB 1383 compliance software helps California communities easily navigate the complexities of reporting requirements. We are committed to helping jurisdictions, businesses, and organizations seamlessly integrate sustainability practices and metrics into their operations enabling them to meet regulatory compliance requirements and drive positive environmental and economic outcomes.

At Smart Compliance, our mission is to empower organizations with intelligent and innovative compliance solutions that foster trust, efficiency, and peace of mind. We are committed to being a reliable partner and helping jurisdictions, agencies, organizations, and businesses navigate the complex landscape of regulations and requirements with ease. Through our cutting-edge technology and expert insights, we strive to revolutionize the compliance experience, ensuring that our clients can focus on their core objectives while we handle their compliance data, analytics, and reporting needs.

Qualifications

SMART Compliance was founded by experts in the fields of solid waste & recycling, information technology, and computer science. Our team's extensive

understanding of California regulatory compliance coupled with in-field technical expertise, and time-saving technology and data tracking systems is unparalleled. SMART Compliance has a staff of nine, including five full-time programmers, data scientists, and data engineers.

The Technical Team is led by a CTO **Zane Harvey** who holds degrees in Physics, Mathematics, and Nuclear Engineering and who also serves as a Professor of Computer Science at Capitol Technology University in Washington DC where he teaches both undergraduate and graduate Computer Science, IT, and Artificial Intelligence courses. (may be a run on sentence) Zane has worked previously as an Engineer for a Fortune 500 Company and a US DOE Nuclear Laboratory and has spent the past 7 years in the Tech space with various companies including SMART Compliance Inc.

Judi Gregory is the CEO, overseeing both product development and business operations. With more than 35 years of experience in the solid waste and recycling industry, she brings deep, practical insight into the sector's evolving needs. Judi has served as both a board member and Executive Director of the California Resource Recovery Association, and her consulting firm delivers SB 1383 compliance services and technical assistance to numerous municipalities across California.

Our Chief Information Officer, **Bob Hollis** has a degree from Carnegie Mellon University, and graduated from the top ranked program in the United States for Information Systems. He has served as an elected public official, and as a board member of the California Resource Recovery Association and the National Recycling Coalition. Bob also served as a founding board member of the U.S.

Zero Waste Business Council, and has received awards from the California Resource Recovery Association (CRRA), Keep California Beautiful, and the California Product Stewardship Council for his work and contributions to our industry.

SMART Compliance was formed in 2021 and currently supports over seventy-five jurisdictions including several regional JPAs that use our SB1383 system for SB 1383 compliance, recordkeeping, and data tracking. Experience from serving multiple JPAs has allowed the SMART team to develop JPA tailored system customizations. These features are further explained in applicable areas of this proposal.

Managing Data Imports

SMART Compliance has developed a proprietary data extraction tool that allows us to extract existing data from any SB 1383 tracker. Using this method allows for seamless system set up regardless of the number of records, files, or photos contained in alternative systems. SMART can also easily import CSV, Excel, PDF, Excel, Word, and graphic files in mass uploads. SMART has an API that is available for integration with most data systems.

Our data integrity systems have been taught to use AI to help match accounts. Each portal is trained on hauler specific data uploads and reporting information, alleviating time-consuming and inaccurate data uploads. A typical file import takes 24-48 hours from request.

Cybersecurity

Objective

Our approach to cybersecurity includes multi-layered defense systems, regular audits, and proactive monitoring to ensure platform reliability and data protection.

Threat Detection & Monitoring

- Real-time system monitoring via AWS CloudWatch and GuardDuty for anomaly detection and alerts.
- CrowdStrike Falcon deployed for advanced endpoint detection and response (EDR), offering behavioral threat analytics, malware prevention, and instant remediation.
- Annual third-party penetration testing and routine vulnerability scans.
- Simulated incident response drills to ensure preparedness and validate protocols.

System Hardening

- Enforced least-privilege IAM policies.
- Critical server protections including IMDSv2, termination/stop protection, and automatic patching across AWS, Digital Ocean, and hosted services.
- Web application security reinforced through Content Security Policy (CSP), X-Frame-Options, Referrer-Policy, CORS, and more.

Secure Access

- Optional IP whitelisting and SSH key-based authentication.
- VPN usage encouraged for secure offsite access.

DoS & LFI Protection / Denial-of-Service (DoS) Mitigation

- Web Application Firewall (WAF), request rate limiting, and timeout settings guard against attacks like Slowloris.
- Enhanced alerting for traffic anomalies and automated defensive triggers.

Local File Inclusion (LFI) Defense

- Hardened phpMyAdmin and backend scripts with strict input validation and sanitization.
- Code reviews and patching processes prevent file traversal and inclusion exploits.

Data Integrity & Privacy / Best Practices

- Input validation ensures accuracy and consistency across all stored records.
- Ongoing updates to key systems: WordPress, PHP, MySQL, cPanel, and operating system components.

Data Integrity & Privacy / Access Control & Audit Trails

- Secure configuration of phpMyAdmin with restricted access, enforced authentication, and optional container isolation.
- Detailed logging for sensitive areas, including real-time alerts on unauthorized access or suspicious behavior.

Contact Team/Location

SMART Compliance takes a collaborative team approach to client and portal management. Our team meets daily to discuss projects and development. The following individuals will be assigned to assist with this contract; however, please know that every team member, including owners, will be involved with the day-to-day oversight and communications. This ensures that all clients receipt prompt feedback and resolution.

Contract Manager:
Judi Gregory, CEO judi@smart1383.com
Craig Stroud, Director of Sales & Marketing craig@smart1383.com
Located in Southern CA

Primary Contact / Customer Success Liaison/Training:
James Grunewald
james@smart1383.com / Located in Southern CA

Data Imports / Custom Dashboards:
Ryan Slattery ryan@smart1383.com
Washington

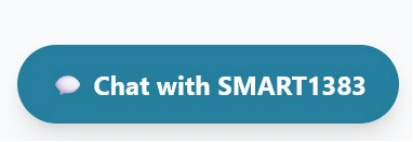
Customer Support / Technical Issues:
Gareth Warren gareth@smart1383.com
/ Pennsylvania (hours start @ 6AM PST)
Ryan Breiding / ryanb@smart1383.com

Additional Support:
Bob Hollis, CIO bob@smart1383.com
Zane Harvey, CTO
zane@smart1383.com
Daniel Armbruster,
daniel@smart1383.com
Robert Reynolds, robert@smart1383.com
Nickolas Hessler
nickolas@smart1383.com / Located in Southern CA (backup after 3PM)

Technical Support Customer Service

At SMART Compliance, exceptional customer service and support are top priorities. Our customer service ticketing system ensures that all team members are promptly notified of incoming requests. With team members located in both Pacific and Eastern time zones, we provide support coverage from 6:00 AM to 6:00 PM PST. Most inquiries are resolved within two hours during business hours, and nearly all are addressed within 24 hours.

The Customer Success Liaison serves as the initial point of contact for support via email, phone, or virtual meetings. However, our entire team is actively engaged and available to connect directly with clients as needed. Although we are a technology provider, our deep roots in the solid waste industry give us a clear understanding of the critical nature of timely support, whether it's assisting field staff with urgent technical issues or helping administrative teams meet tight deadlines. We pride ourselves on being responsive, reliable, and attentive to our clients' needs.



An exciting advancement within the Company is the introduction of a SMART AI Agent SMARTbot—a feature designed to assist users by answering common questions and

supplementing the User Manual. This AI-powered chatbot is trained on our internal documentation to ensure accurate, reliable support. In the future, the chatbot will also be enhanced with client-specific data to provide even greater value and personalization. In future iterations, SMARTbot will integrate jurisdiction-specific information enabling more tailored responses for staff and system users.

Additionally, we have developed the SMART AI Voice Agent, SMARTchat, which will offer users an alternative customer service touchpoint through voice interaction.

User Access

The SMART system provides unlimited user logins. Our system also allows for customizing user roles to meet the specific needs of our clients. Common user roles are as follows:

Jurisdiction Administrator:

- Access to all system features, including Waiver Admin.
- Ability to add, edit, or remove users, or update user access.
- Ability to permanently delete accounts.
- Ability to unlock submitted Notice of Violation and Citation actions.

Project Manager:

- Same permissions as Jurisdiction Administrator but cannot approve/deny waivers

Site Administrator:

- Access to all system features, excluding Waiver Admin.
- Not able to add, edit, or remove users, or update user access.
- Not able to permanently delete accounts.
- Not able to unlock submitted Notice of Violation and Citation actions.

Field Auditor:

- Access to field route review survey only

Field Administrator:

- Access to route review dashboard and surveys

CalRecycle

- Access only the Implementation Record for viewing purposes

Viewer

- Able to view but not edit any pages of the system.
- Can view and download reports

Tasklogger

- Can be assigned activities

Custom Roles

Any combination of customer roles can be configured

- View/edit only specific pages in the system
- View/edit only specific Implementation Record pages (such as purchasing records only)

Custom Portals

In addition to being able to create custom user roles, SMART can also be custom configured with specific portal data.

- **Jurisdiction portal**
    - Data flows down from JPA portal to jurisdictions and jurisdiction data flows up to JPA portal
    - Contains jurisdiction specific records, data, and reports.
    - Has its own Implementation Record
- **Hauler portal**
    - Data flows down from JPA portal to hauler and hauler data flows up to JPA portal
    - Contains specific records, data, and reports belonging to the hauler for all jurisdictions served in the JPA

Accessibility

Our compliance software is optimized for modern web browsers and functions reliably on Google Chrome, Mozilla Firefox, Microsoft Edge, and Safari. The platform has been tested across these browsers to ensure a consistent and responsive user experience for agency staff, haulers, and contractors. Our compliance software is designed and developed to meet or exceed WCAG 2.2 AA standards. The platform has been put through and passed a full VPAT by an independent third party. The results of the VPAT and additional accessibility information can be found here: https://smartcompliance.tech/accessibility/.

While we do not currently offer a standalone Android or iOS app for the Generator Manager the web application is fully responsive and performs well on tablets and larger smartphones, allowing users to access and manage records in the field.

Additionally, our platform includes ArcGIS Survey123-based field apps—compatible with both Android and iOS—for performing route reviews, inspections, and other field activities. These apps have been put through a full VPAT audit by ESRI. The apps have also been used for years in the field and integrate seamlessly with the main compliance tracking system. The Route Review App has been successfully used on a variety of tablets including Samsung and Apple to conduct thousands of route reviews across California. Please note that although most core features are accessible via mobile

browsers, certain administrative functions—such as bulk data uploads, complex filtering, and full dashboard visualizations—are best performed on desktop or laptop devices due to interface complexity and screen size.

Quote

SERVICE	1-YEAR	3-YEAR	5-YEAR
One-time setup fee	No Charge	No Charge	No Charge
Annual subscription rate*	$24,500	$23,000	$20,000
Unlimited, permission specific user logins	Included	Included	Included
Up to 12 data imports/year	No Charge	No Charge	No Charge
Optional One-time: 2 Field Printers ($1,250 ea)	$2,500	$2,500	$2,500
Grant funding invoicing	Included	Included	Included
OPTIONAL FEATURES			
OPTIONAL: In Lieu of Jurisdictional Implementation Records client may substitute with 100 hours of customization for non-standard features.	*$9,950*	*$9,000*	*$8,000*

*Based on prepay of subscription.

Data Uploads

The SMART system supports both real-time data editing by authorized users and data imports via spreadsheets. Additionally, SMART offers an Application Programming Interface (API) that can be configured to integrate with most hauler billing or customer management systems.

We support monthly data uploads, typically processed within 24–48 hours of receipt. During the initial setup, a SMART Data Engineer will configure the system to interpret each hauler's dataset, including unique service level codes. Our AI-driven data integrity tools are designed to match accounts accurately and efficiently. Each client portal is tailored to handle hauler-specific data uploads and reporting requirements, significantly reducing the time and errors typically associated with revised datasets.

In between data uploads, authorized users can continue to update service level information in generator accounts. The SMART system logs every service level update, including the user who performed the changes, allowing for easy tracking of system changes.

Following each data upload, a list of terminated/removed accounts will be provided for verification. Additionally, all terminated accounts along with their complete data records and history are maintained and can be reactivated by any authorized user with one click.

4.3. Insurance

Proof of Insurance

The following page is a copy of SMART Compliance's proof of insurance, demonstrating required proof of the required insurance as set forth in the Agreement. SMART Compliance confirms that prior to award of an Agreement; our firm shall furnish the AGENCY with Certificates of Insurance clearly evidencing all required insurance and endorsements.

Furthermore, SMART Compliance agrees to procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by SMART Compliance, its agents, representatives, employees or subcontractors.

4.4. System Features

System Features

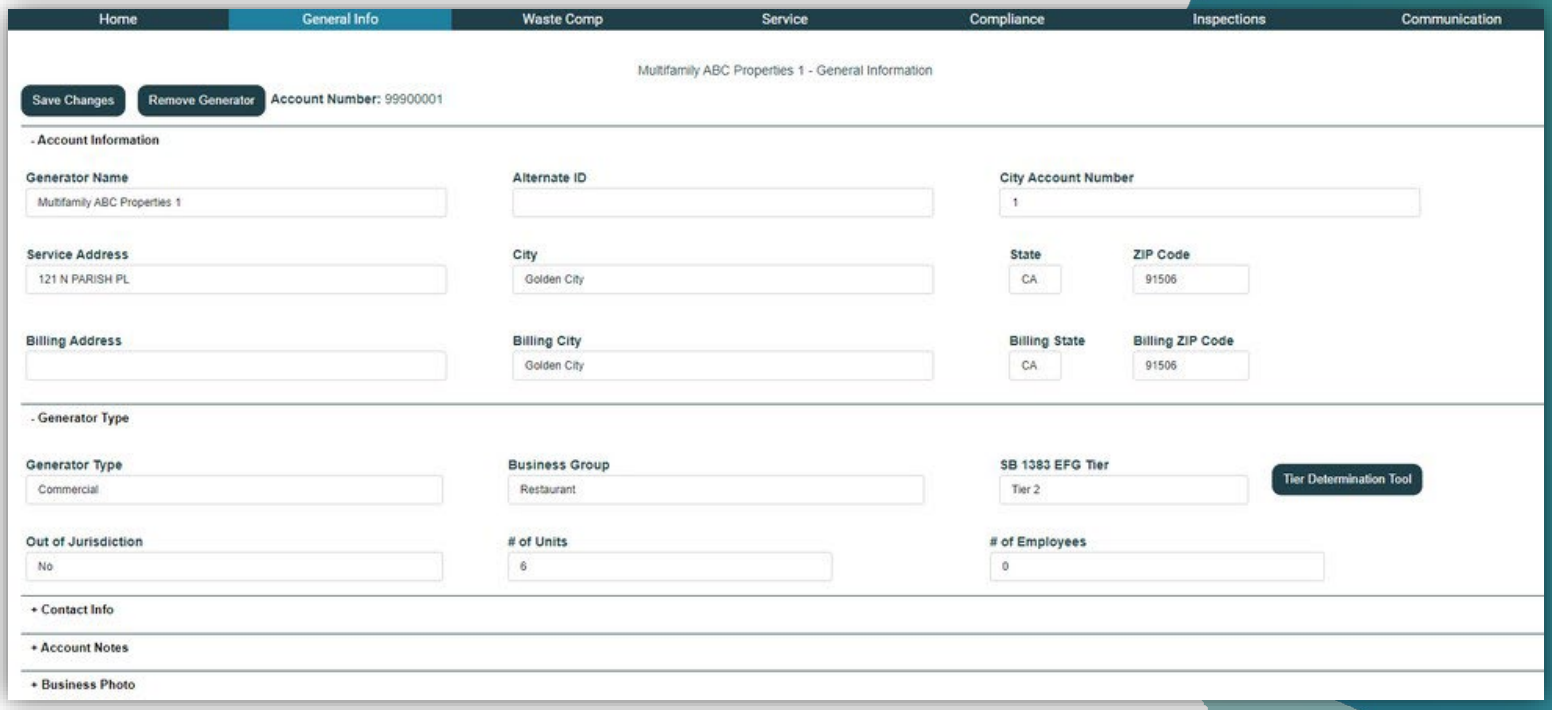
SMART Solutions for All SB 1383 Requirements

SMART1383 is designed to fully integrate all data and recordkeeping functions for businesses and jurisdictions that manage solid waste programs. The system's base model provides a robust platform for tracking all programmatic aspects of SB 1383.

Generator Manager

The Generator Manager (GM) is the central component of the SMART1383 System. It tracks all essential generator data, including tier and business types, waiver statuses, service levels, inspections, compliance records, enforcement actions, outreach and education efforts, and activity logs.

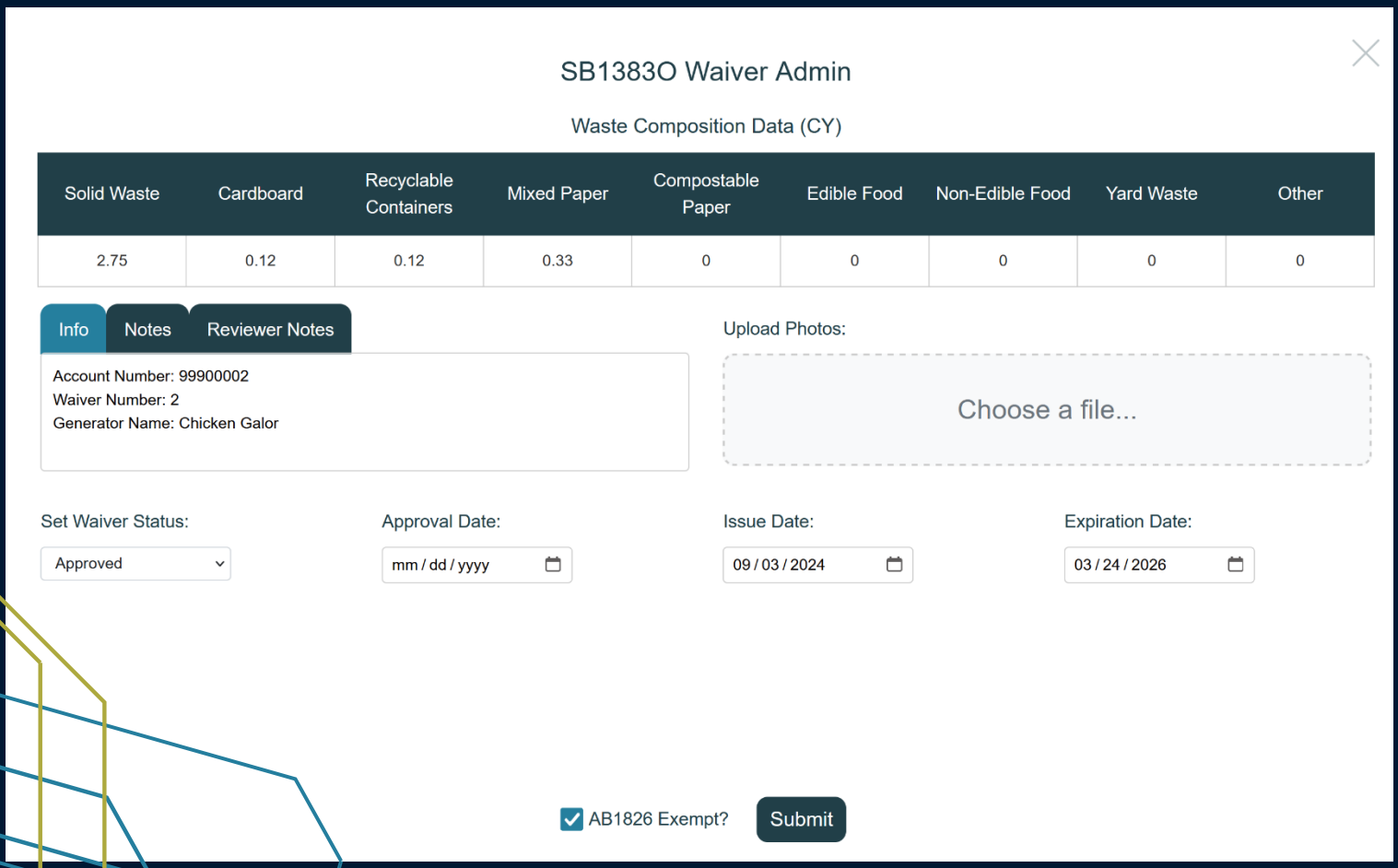
The GM interface features user-friendly, pre-designed forms, automated PDF templates, integrated photo/file storage, and SMART automation tools that streamline task management. All recorded information is automatically synced to the integrated Implementation Record, reducing redundancy and simplifying recordkeeping.

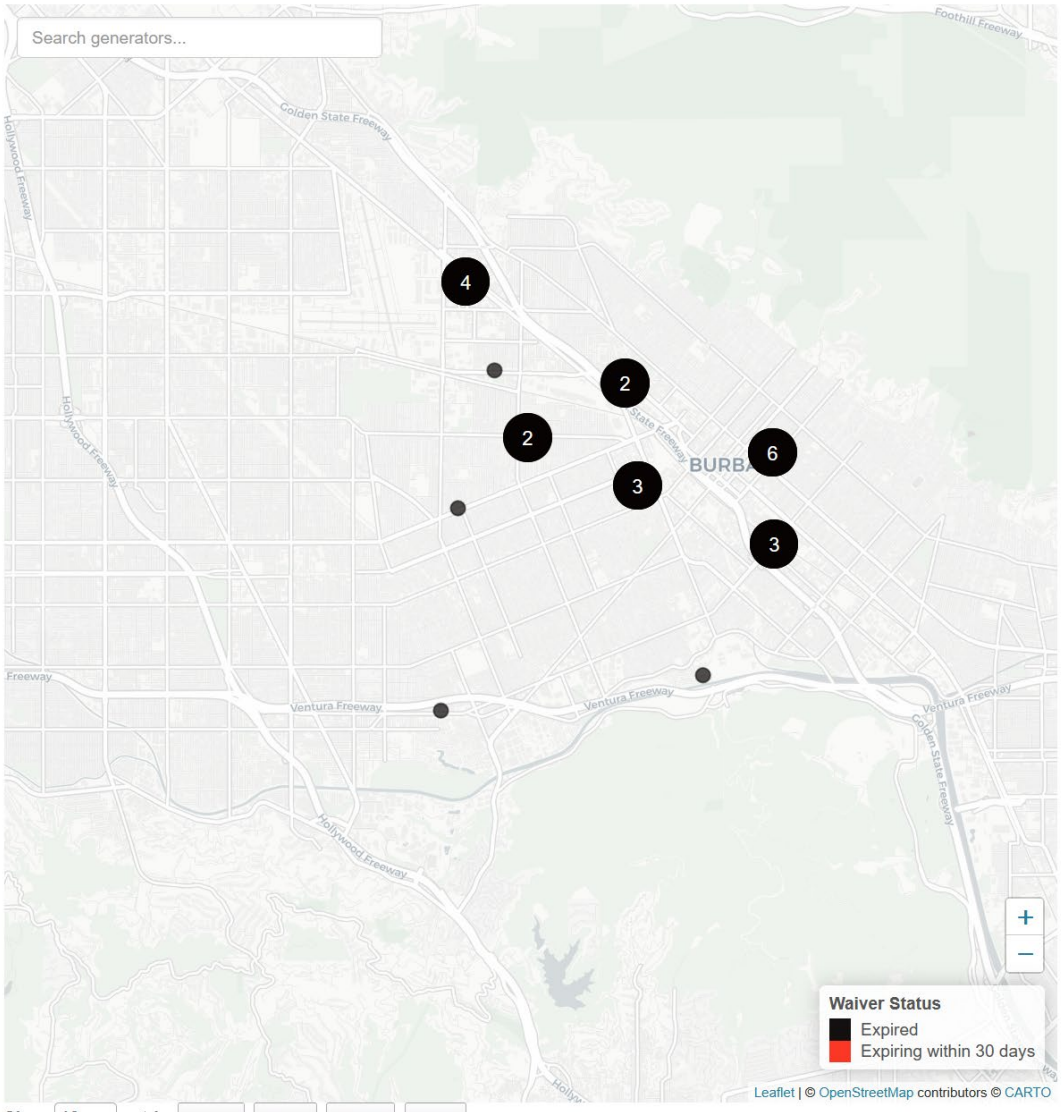


Waiver Tracking

Waiver tracking is streamlined and efficient. Each waiver assessment is linked to a specific generator, with recommendations automatically routed to authorized users for approval or denial.
Upcoming waiver expirations are clearly displayed on the KPI dashboard, helping users identify when reassessments are due. Field assessors can improve efficiency by leveraging "hotspot" features on data maps to prioritize their work.

All waiver-related data, including photos, files, and automatically generated PDF documents, is securely stored in the generator profile and the Implementation Record for comprehensive historical tracking





Filter Options

Filter by Expiry:

- [x] Expired
- [x] Expiring within 30 days
- [ ] Expiring within 180 days
- [ ] Valid for at least 180 days

Filter by Regulation:

- [x] AB1826
- [x] SB1383R
- [x] SB1383O

Advanced Filters | Reset Filters

Show 10 entries Copy CSV Excel PDF

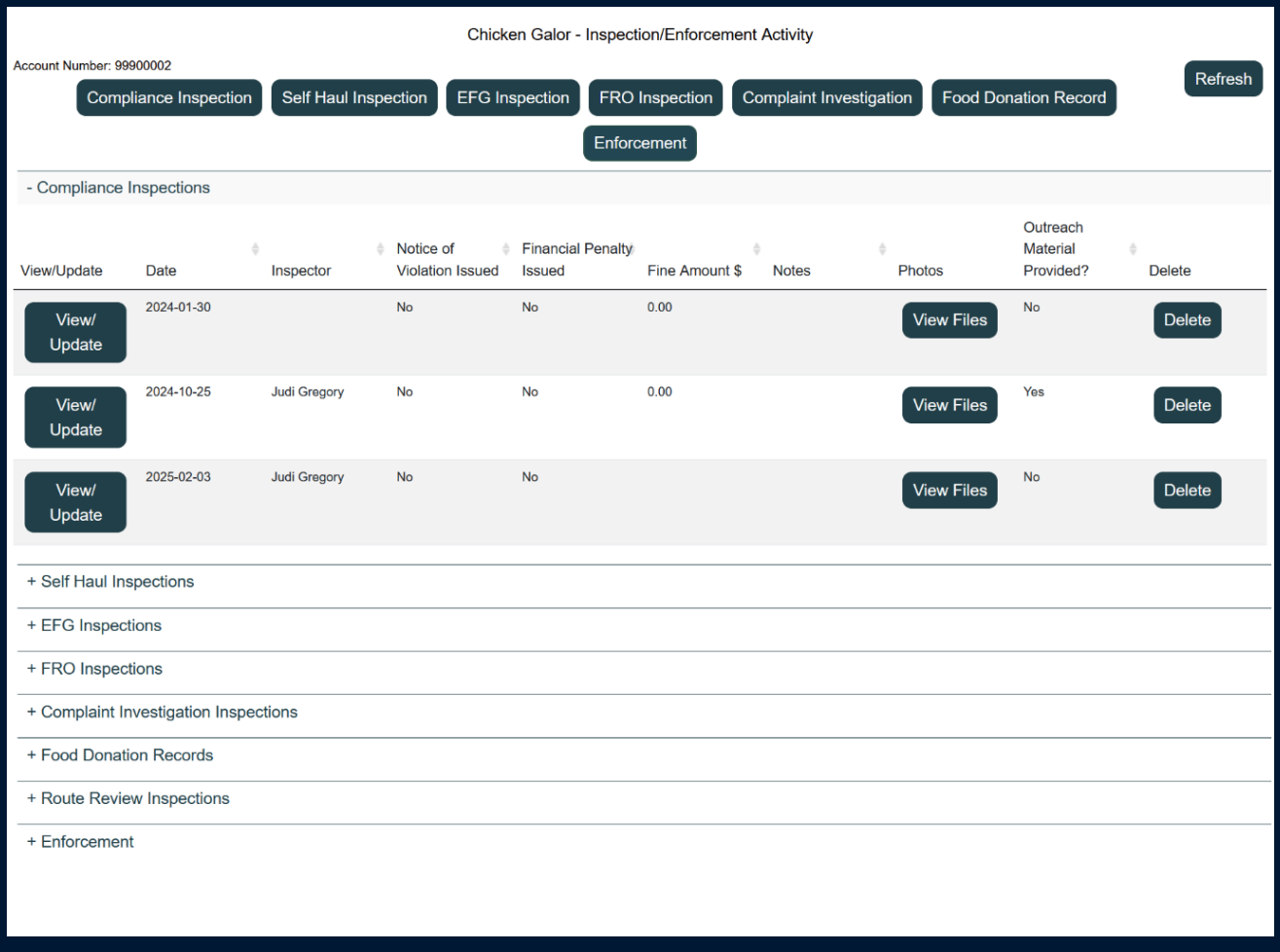
Search:

SMART #	Name	Issue	Expiration	Regulation	De Minimus	Days Until Expiry
All	All	All	All	All	All	All
99900003	Demo Gas Station	2022-04-02	2023-04-05	AB1826	Yes	-759
99900006	Kling LLC	2023-04-25	2024-04-25	AB1826	Yes	-373
99900007	Gutkowski LLC	2023-04-26	2024-04-26	AB1826	Yes	-372
99900010	Johnston, Abshire and Satterfield	2023-04-26	2024-04-26	AB1826	No	-372

Inspections & Enforcement

SMART1383 features a fully integrated compliance and enforcement module. The system includes pre-designed, customizable inspection forms, follow-up letters, notices of violation, and citation templates. It can operate as a standalone enforcement system or as a tool for tracking broader code enforcement activities.

The system supports integration of jurisdiction-specific municipal codes, including infractions and corrective actions. Jurisdictions can incorporate both SB 1383 regulations and local environmental codes, enabling centralized tracking of all relevant compliance activities. Additionally, agencies can customize which documents are automatically recorded in the Implementation Record.



Violation Record

Return to Generator

Violation 1

Violation Selection: Solid Waste Generator Requirements
Prohibited Container Contaminants: Source Separated Organic Waste shall be placed in the Organics Container
MC 4-2-113; 14 CCR 18984.5

Edit

Violation Observed Date

05 / 09 / 2025

Violation 2

Violation Selection: Single-Use Foodware Accessories Upon Request Only
Food Facility utilizing Third-Party Online Food-Ordering Platforms shall customize its menu with a list of available Single-Use Foodware Accessories and provide only upon Customer request.
MC 4-2-406

Edit

Violation Observed Date

05 / 15 / 2025

Violation 3

Violation Selection: None

Edit

Previous Page Next Page

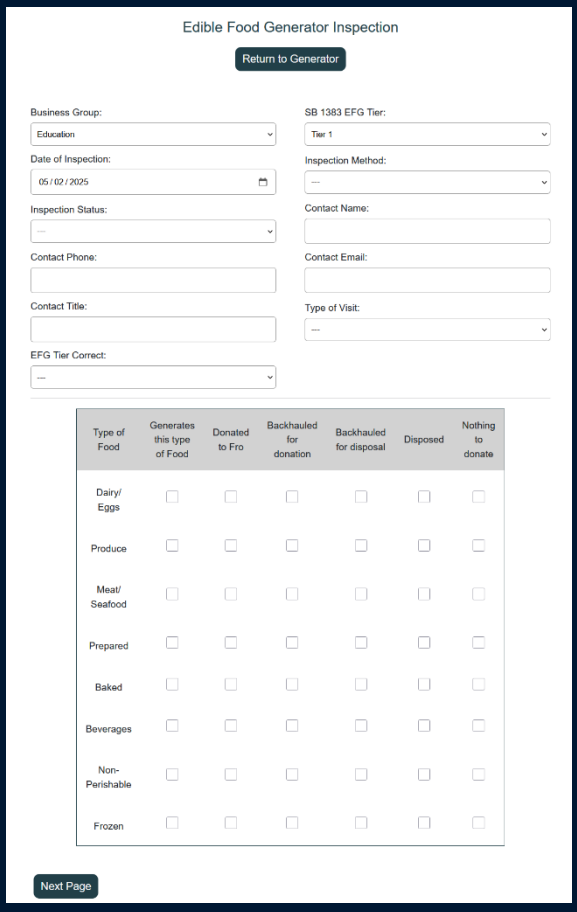
- Enforcement

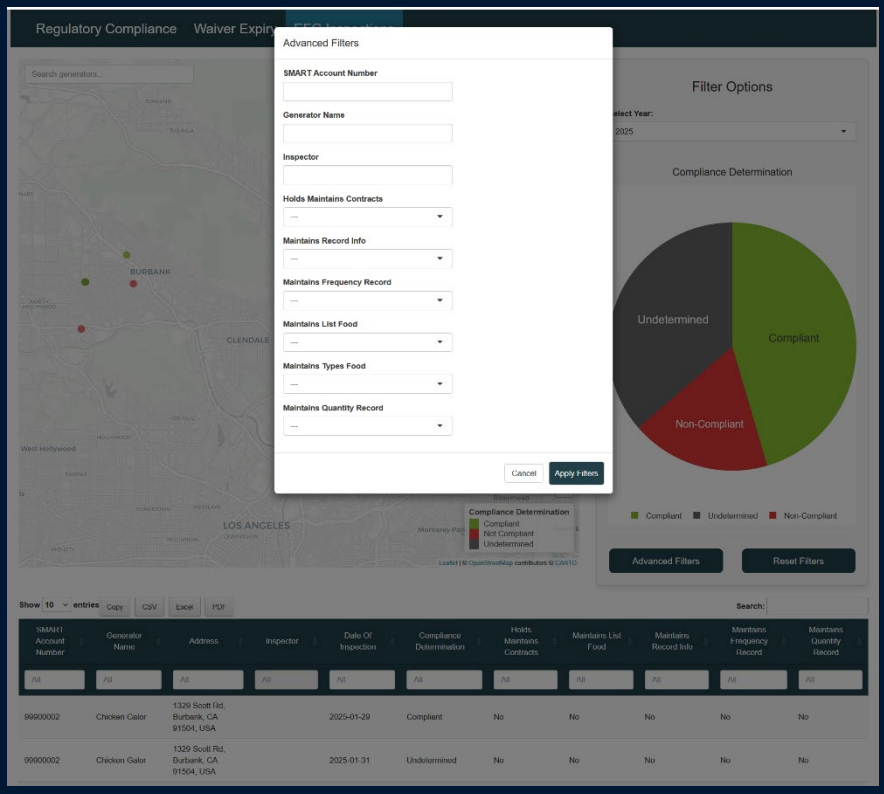
View/Edit	Inspector	Violation Type	Violation Submission Date	Expected Resolution Date	Resolved?	Files	Citation Due	Citation Payment Received Date	Notice of Violation	Citation PDF
View/ Edit	Judi Gregory	MC 4-2-113; 14 CCR 18984.1 MC 4-2-116; 14 CCR 18984.10 MC 4-2-118; 14 CCR 18991.4		2024-12-23	Yes No	View Files			Create PDF	Create Citation
View/ Edit	Judi Gregory	MC 4-2-113; 14 CCR 18984.1 MC 4-2-113; 14 CCR 18984.5		2024-12-23		View Files			Create PDF	Create Citation
View/ Edit	Judi Gregory	MC 4-2-113; 14 CCR 18984.1 MC 4-2-116; 14 CCR 18984.10 MC 4-2-119; 14 CCR 18992.2		2025-01-03		View Files			Create PDF	Create Citation

Edible Food Recovery

SMART1383 offers robust edible food recovery tracking to support efficient recordkeeping and capacity planning. Integrated mapping tools enable seamless GIS integration, helping food generators and recovery organizations connect more effectively.

An available API integration with Careit* further streamlines edible food tracking and documentation (*Careit subscription required).



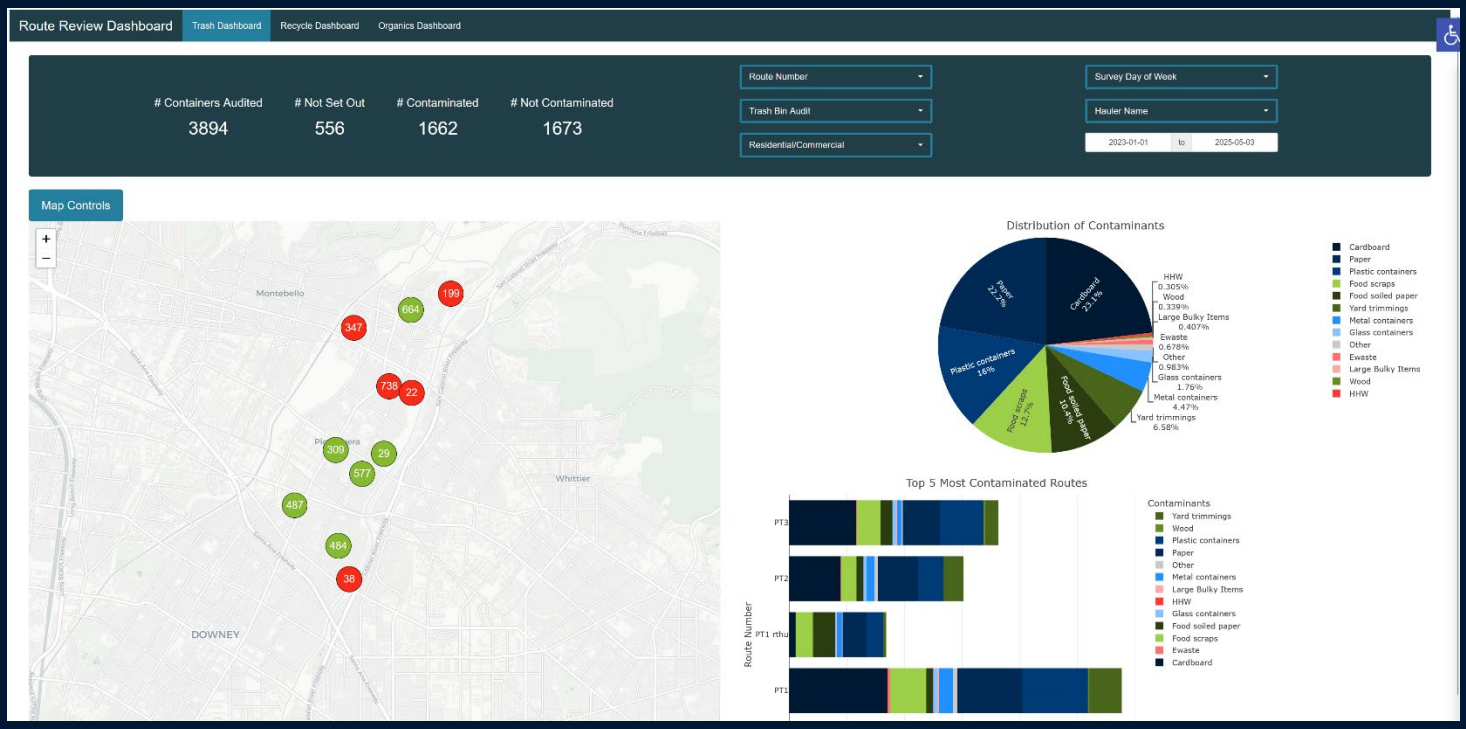


Route Reviews

SMART1383 features a powerful route review system that streamlines contamination tracking and provides jurisdictions with actionable insights to enhance recycling efforts. Integrated GIS mapping highlights contamination hot spots and identifies materials that should be prioritized in outreach and education campaigns.

The system automates the entire contamination monitoring process—including data collection, photo documentation, compliant record preparation, and generator education—into a single, efficient workflow.

Additionally, SMART1383 supports batch importing of third-party route review data, including integration with Zabble* (*Zabble subscription required).

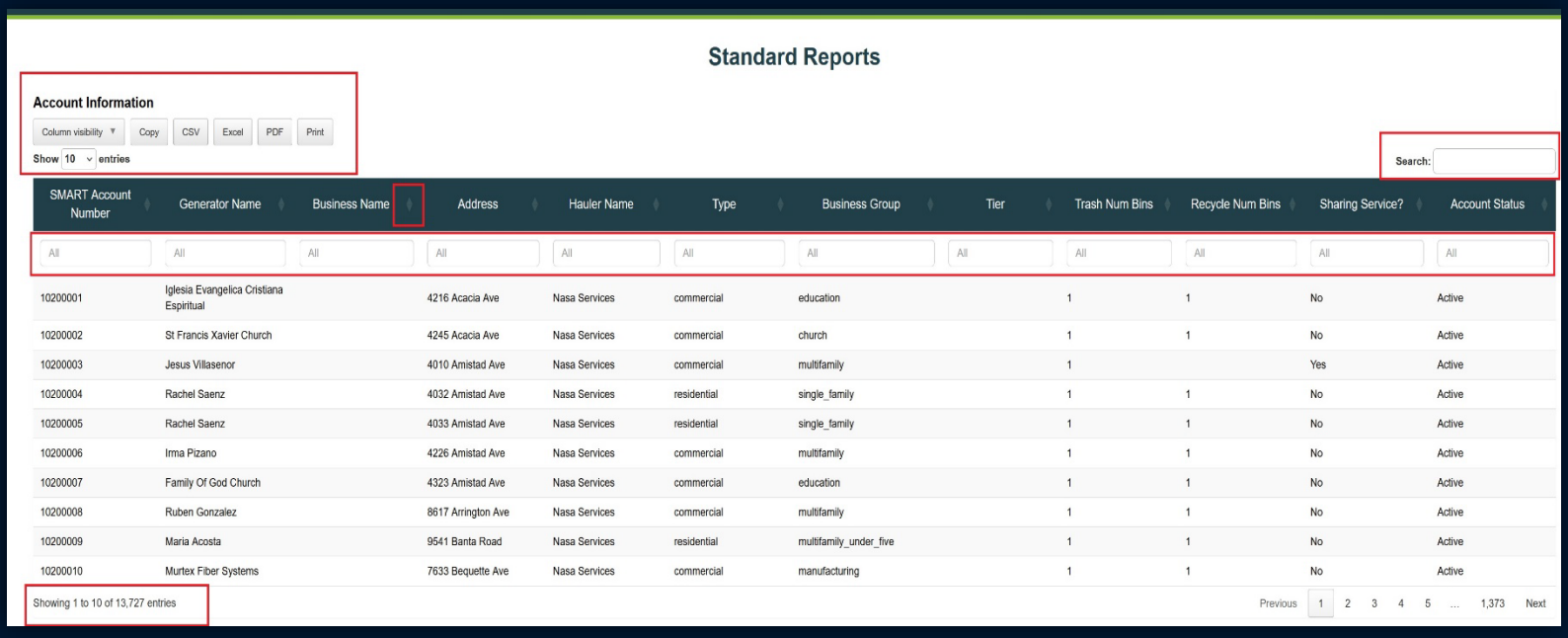


Reporting and Analytics

SMART1383 simplifies the storage, analysis, and export of compliance data, giving users quick access to actionable insights. The system includes built-in dashboards and reporting tools that allow users to filter and visualize data by jurisdiction, hauler, or compliance category in real time. Interactive charts and graphs make it easy to identify trends, track progress, and pinpoint areas needing attention.

All generator data, inspection records, waiver decisions, and food recovery metrics can be exported in Excel-compatible formats for regulatory reporting or internal review. Whether managing SB 1383 implementation records, tracking edible food recovery efforts, or monitoring outreach activities, SMART1383 transforms complex datasets into clear, useful intelligence that supports timely decision-making and compliance reporting. makes storing, analyzing, and exporting data a snap.

SMART1383's newest report is the annual program compliance report which performs a desk audit of compliance as required by the regulations.



Standard Reports

Account Information

Column visibility | Copy | CSV | Excel | PDF | Print

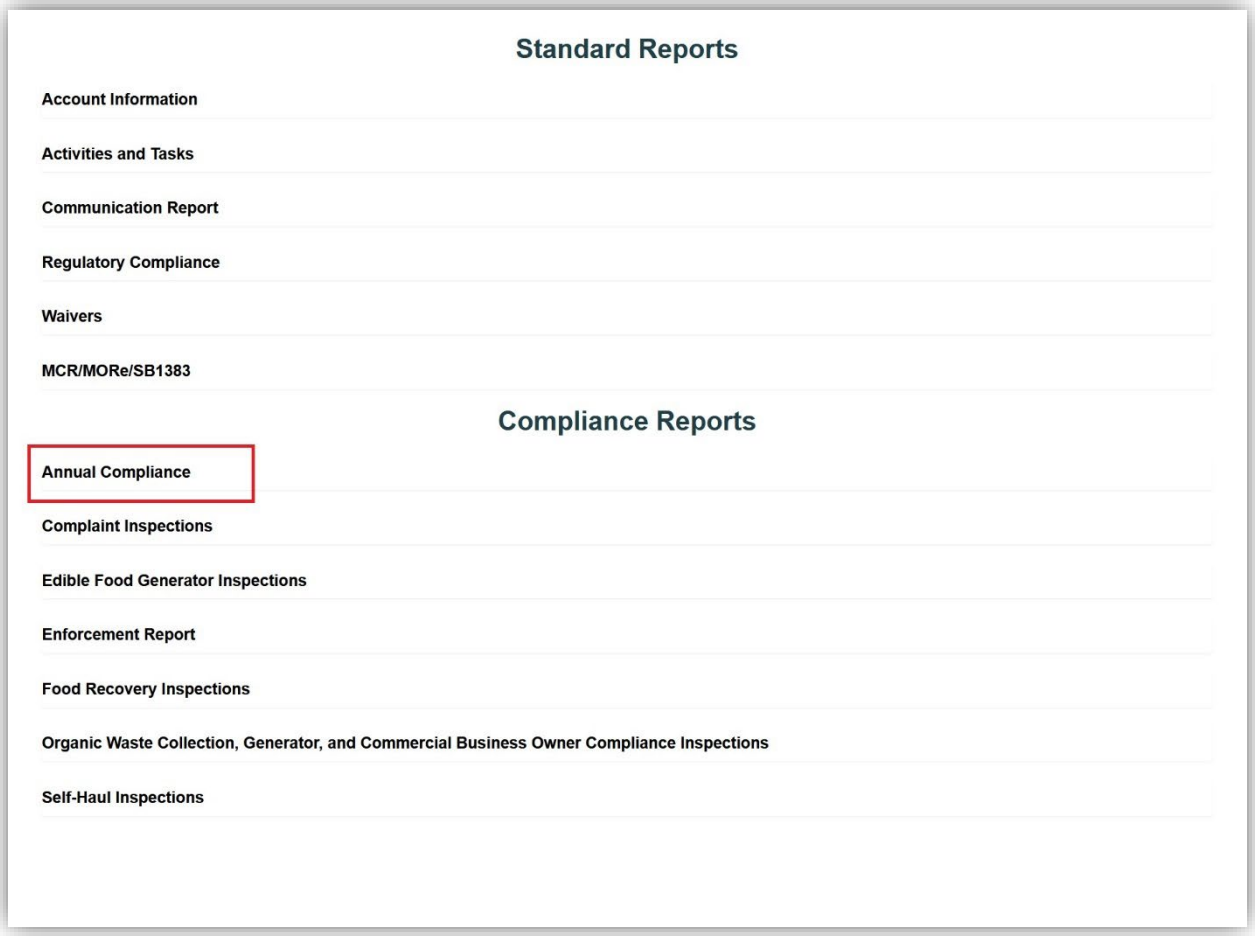
Show 10 entries

Search:

SMART Account Number	Generator Name	Business Name	Address	Hauler Name	Type	Business Group	Tier	Trash Num Bins	Recycle Num Bins	Sharing Service?	Account Status
All	All	All	All	All	All	All	All	All	All	All	All
10200001	Iglesia Evangelica Cristiana Espiritual		4216 Acacia Ave	Nasa Services	commercial	education	1	1	No	Active	
10200002	St Francis Xavier Church		4245 Acacia Ave	Nasa Services	commercial	church	1	1	No	Active	
10200003	Jesus Villasenor		4010 Amistad Ave	Nasa Services	commercial	multifamily	1		Yes	Active	
10200004	Rachel Saenz		4032 Amistad Ave	Nasa Services	residential	single_family	1	1	No	Active	
10200005	Rachel Saenz		4033 Amistad Ave	Nasa Services	residential	single_family	1	1	No	Active	
10200006	Irma Pizano		4226 Amistad Ave	Nasa Services	commercial	multifamily	1	1	No	Active	
10200007	Family Of God Church		4323 Amistad Ave	Nasa Services	commercial	education	1	1	No	Active	
10200008	Ruben Gonzalez		8617 Arrington Ave	Nasa Services	commercial	multifamily	1	1	No	Active	
10200009	Maria Acosta		9541 Banta Road	Nasa Services	residential	multifamily_under_five	1	1	No	Active	
10200010	Murtex Fiber Systems		7633 Bequette Ave	Nasa Services	commercial	manufacturing	1	1	No	Active	

Showing 1 to 10 of 13,727 entries

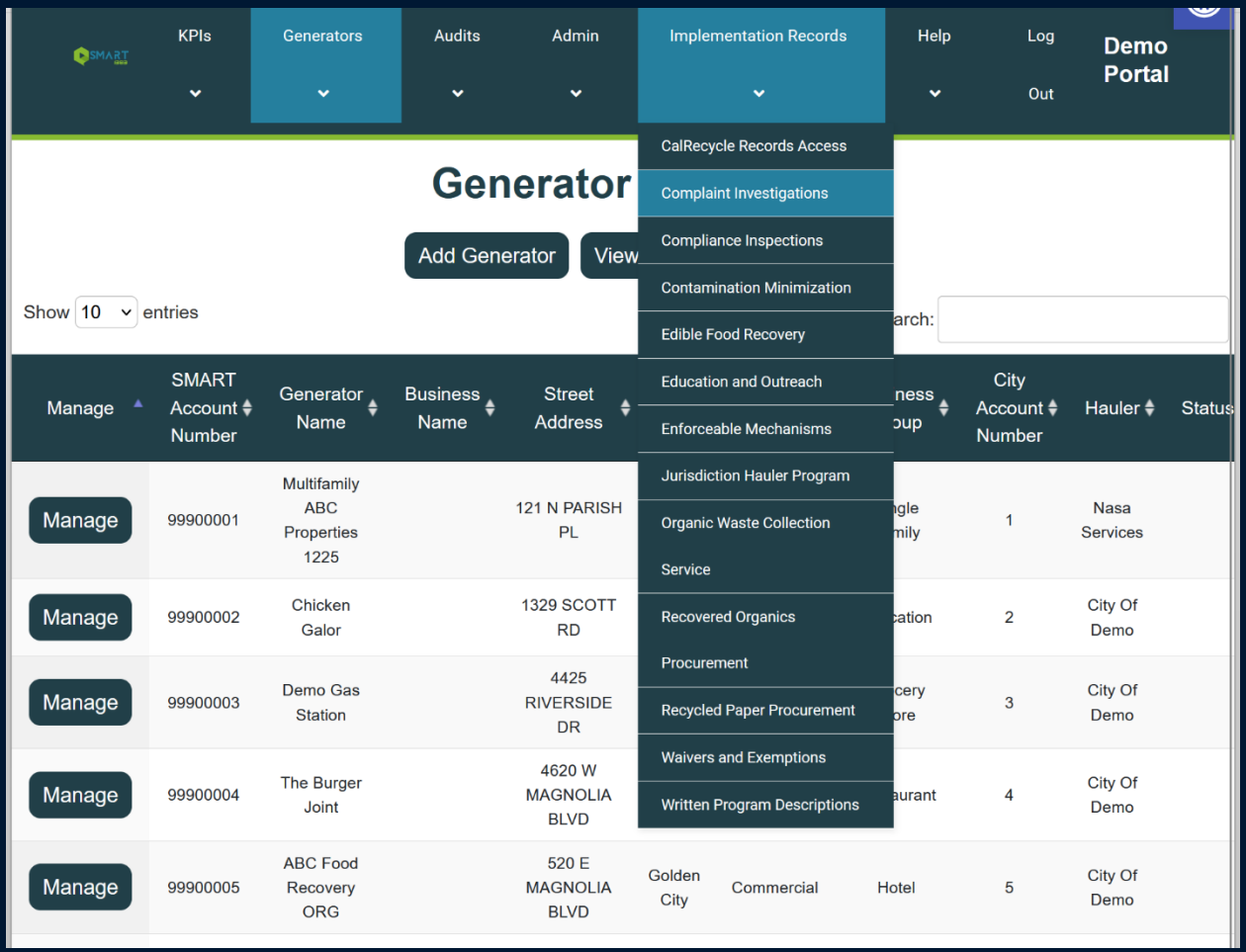
Previous 1 2 3 4 5 ... 1,373 Next


Standard Reports
Account Information
Activities and Tasks
Communication Report
Regulatory Compliance
Waivers
MCR/MORe/SB1383
Compliance Reports
Annual Compliance
Complaint Inspections
Edible Food Generator Inspections
Enforcement Report
Food Recovery Inspections
Organic Waste Collection, Generator, and Commercial Business Owner Compliance Inspections
Self-Haul Inspections

Implementation Recordkeeping and Electronic Annual Reporting

One of the most notable features of SMART1383 is its ability to automatically record reportable data into the Implementation Record and Electronic Annual Report (EAR) sections. This significantly reduces the administrative burden of manual tracking and spreadsheet management.

The Implementation Record includes a dedicated CalRecycle view, displaying only the relevant system-generated records. Each year, EAR data is compiled into a downloadable, user-friendly report that simplifies the completion of complex, required calculations.



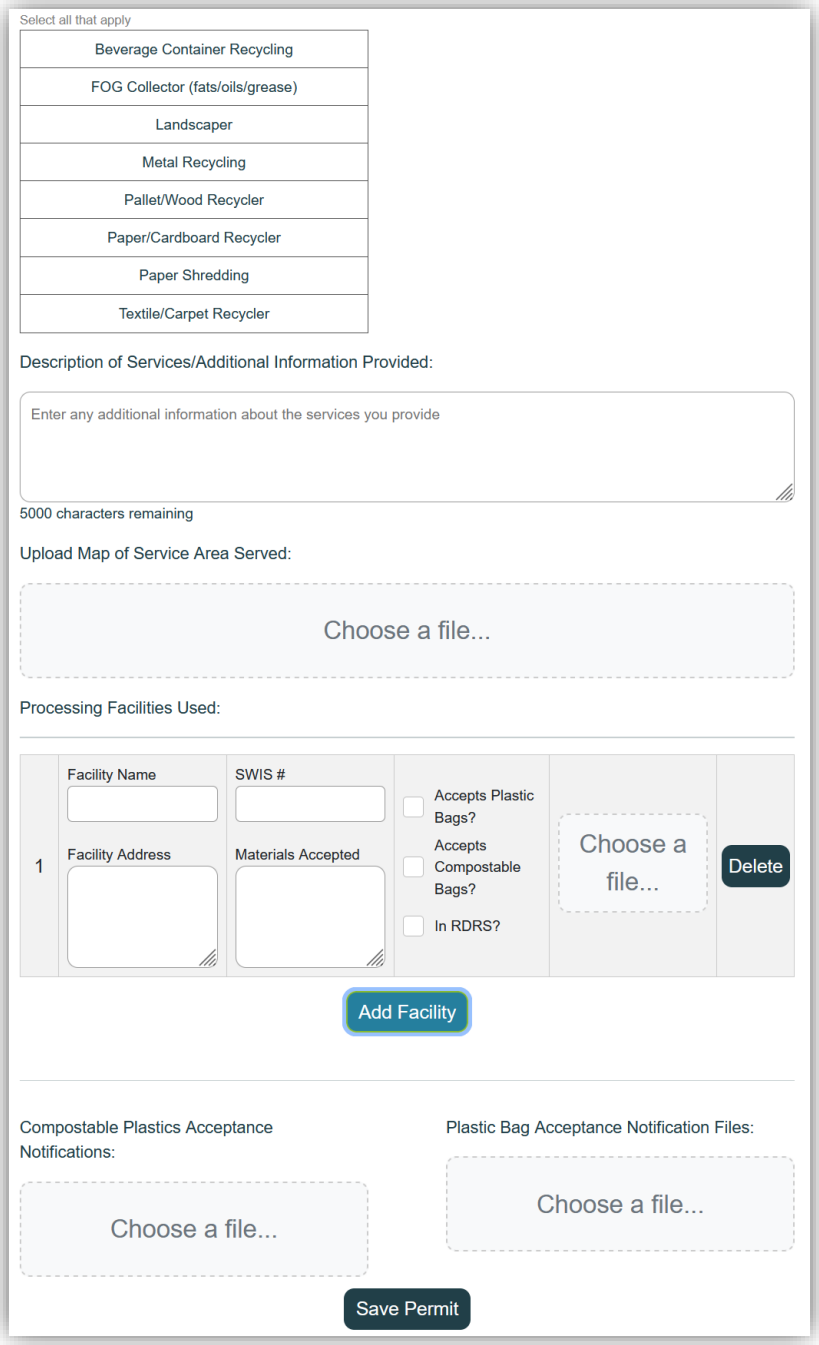
Hauler Manager

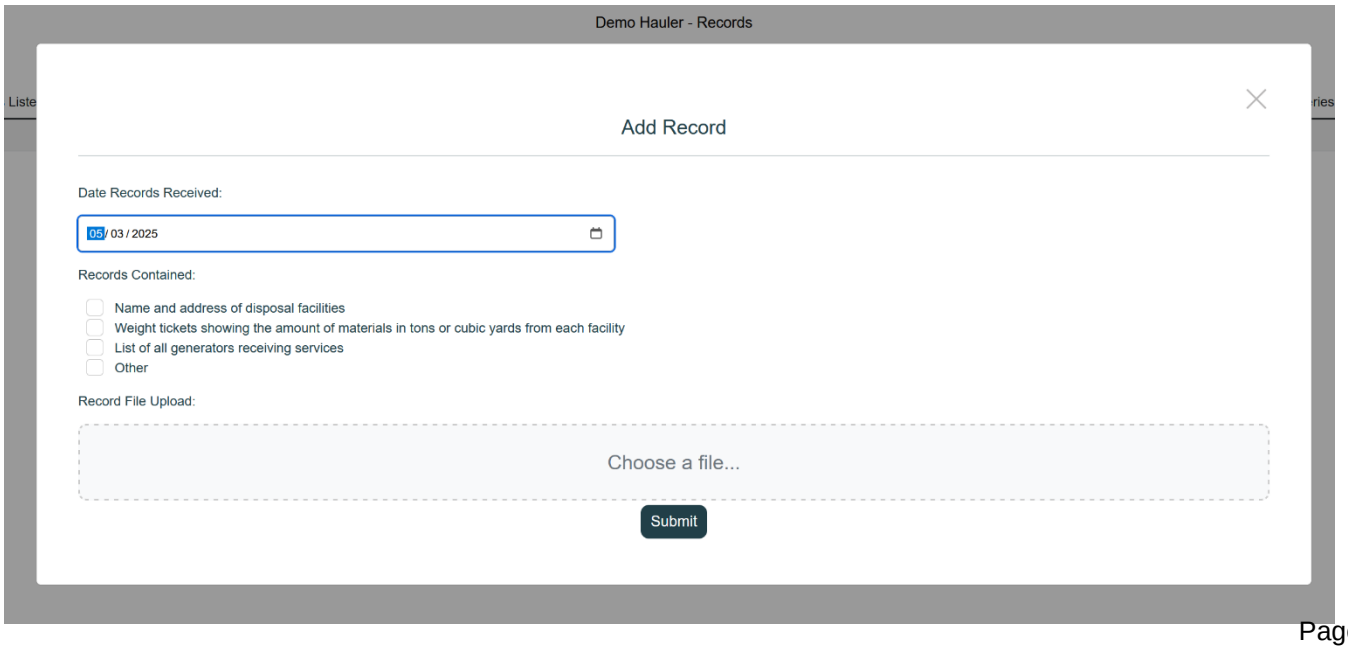
SMART1383 has recently deployed a new feature designed to comprehensively track all organic waste haulers, including primary franchise haulers, third-party haulers, backhaulers, and self-haulers.

This system integrates with a jurisdiction's formal licensing or permitting process but can also function as an ad hoc tool for jurisdictions that internally manage non-franchised organic haulers.

The Hauler Manager tracks a wide range of data, including hauler type, materials collected, collection methods, number and types of containers used, facilities utilized (linked to SWIS), and whether plastic or compostable bags are accepted. It also supports annual compliance inspections, logs communications and activities, and maintains hauler records and reporting history.

Data collected in the Hauler Manager automatically prepopulates dropdowns in the Generator Manager and contributes to Electronic Annual Reporting and Implementation Recordkeeping. This ensures that all required information is accurately included in reports with mandated data fields.


Select all that apply
Beverage Container Recycling
FOG Collector (fats/oils/grease)
Landscaper
Metal Recycling
Pallet/Wood Recycler
Paper/Cardboard Recycler
Paper Shredding
Textile/Carpet Recycler
Description of Services/Additional Information Provided:
Enter any additional information about the services you provide
5000 characters remaining
Upload Map of Service Area Served:
Choose a file...
Processing Facilities Used:
1
Facility Name
SWIS #
Facility Address
Materials Accepted
Accepts Plastic Bags?
Accepts Compostable Bags?
In RDRS?
Choose a file...
Delete
Add Facility
Compostable Plastics Acceptance Notifications:
Choose a file...
Plastic Bag Acceptance Notification Files:
Choose a file...
Save Permit


Demo Hauler - Records
Add Record
Date Records Received:
05 / 03 / 2025
Records Contained:
Name and address of disposal facilities
Weight tickets showing the amount of materials in tons or cubic yards from each facility
List of all generators receiving services
Other
Record File Upload:
Choose a file...
Submit

Corrective Action Due Date:

mm / dd / yyyy

Photos & Files

Choose a file...

Activity Log

Date:	Inspector:	Type:	Comments:
mm / dd / yyyy	Enter inspector nam	Select activity type	Enter comments

Add Activity

Close

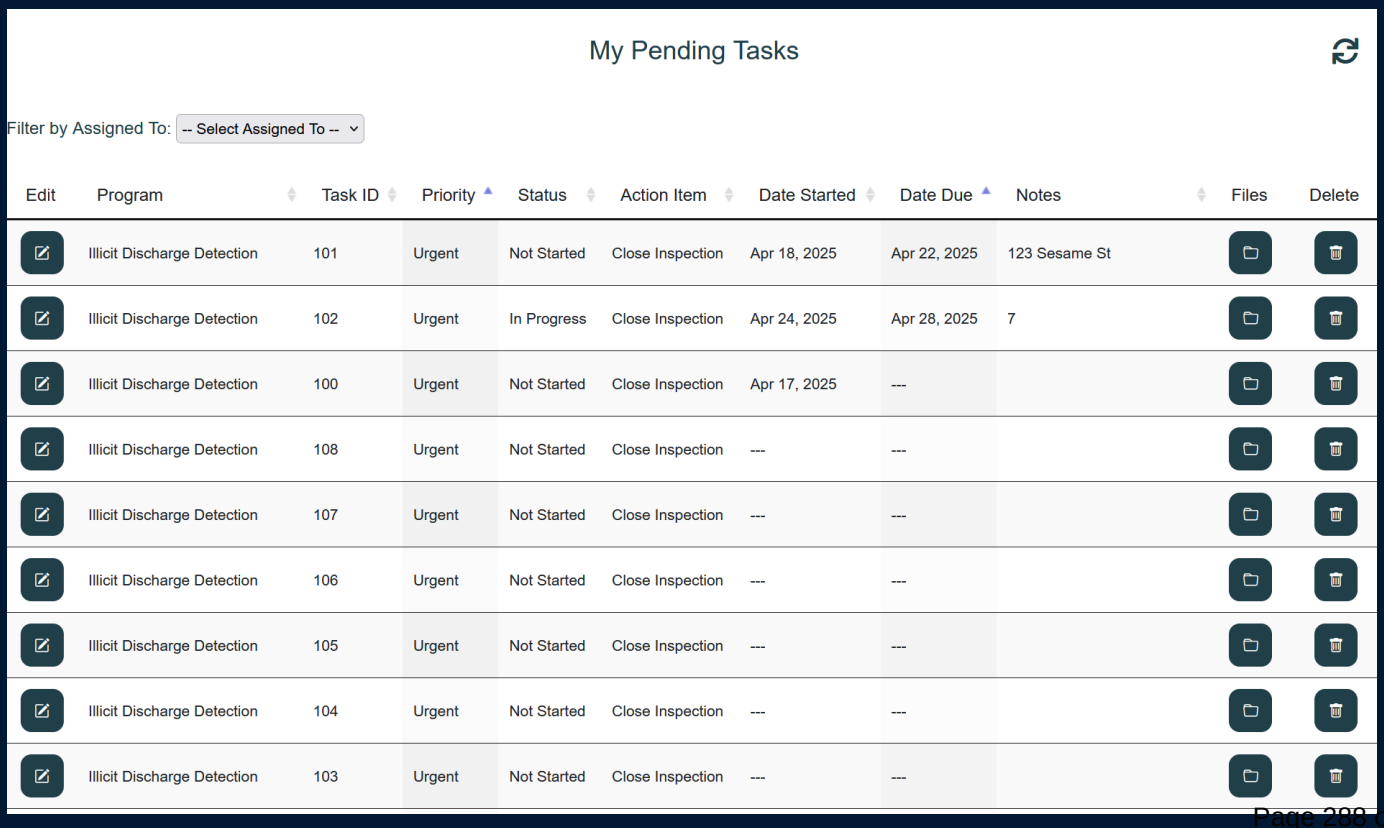
Save Survey

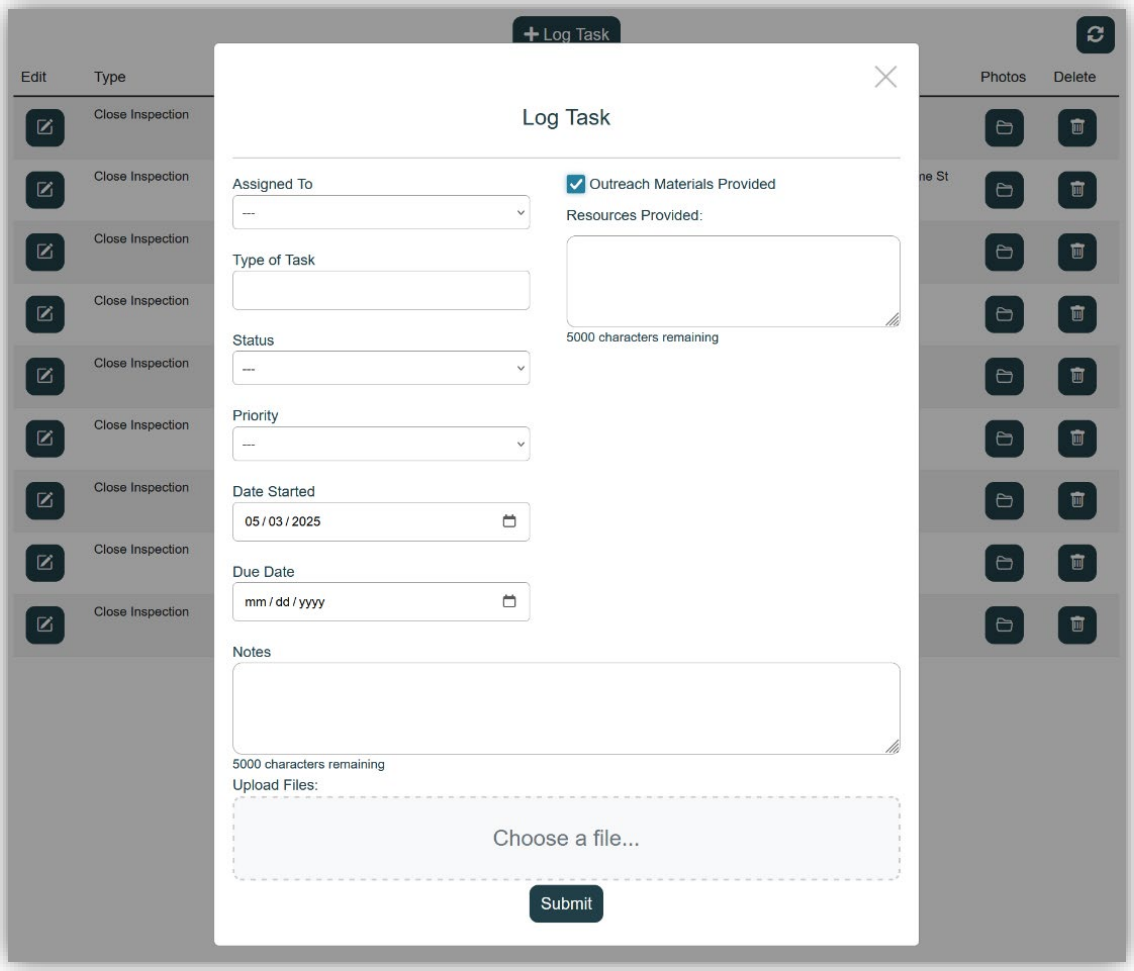
Tasks, Activities, and Scheduling

SMART1383 features a comprehensive Tasklogger that streamlines activity tracking, task assignment, and appointment scheduling.

This tool connects all users, creating a structured and efficient system for managing tasks and activities. Users can assign tasks to others, set due dates, upload files and photos, and update entries with follow-up details—all within user-friendly modals. One of the latest enhancements is an appointment scheduler that automates email notifications and includes an "add-to-calendar" option. Coming in June 2025, a companion map will display both completed and open activities by type, with robust filtering capabilities.

Additionally, the Tasklogger tracks outreach activities and materials distribution, automatically calculating and integrating this data into the Electronic Annual Report (EAR) and Implementation Record (IR) to support compliance reporting.

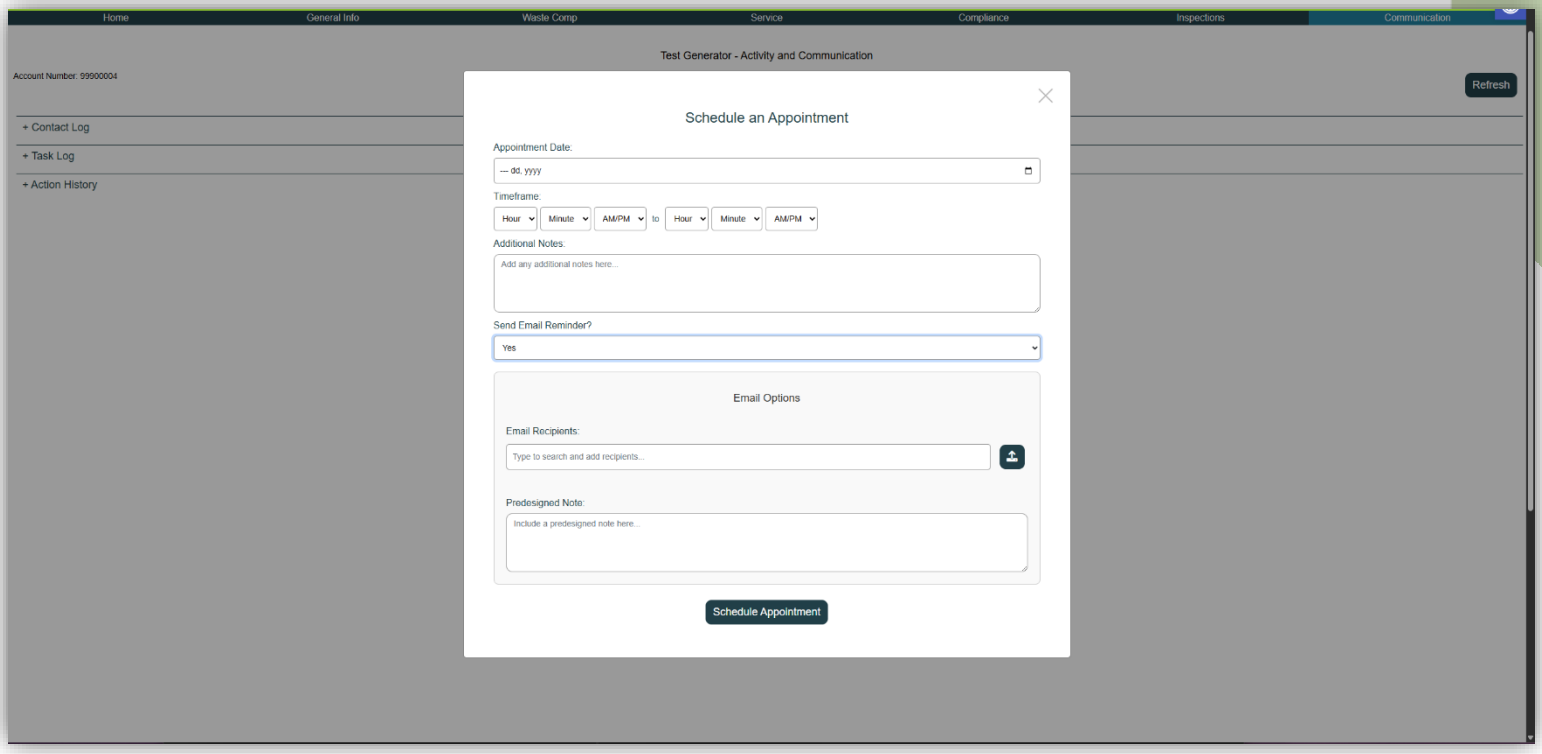



+ Log Task
Edit
Type
Photos
Delete
Close Inspection
Log Task
Assigned To

Type of Task
Status

Priority

Date Started
05 / 03 / 2025
Due Date
mm / dd / yyyy
Notes
5000 characters remaining
Upload Files:
Choose a file...
Submit
Outreach Materials Provided
Resources Provided:
5000 characters remaining


Home
General Info
Waste Comp
Service
Compliance
Inspections
Communication
Test Generator - Activity and Communication
Account Number: 99900004
Refresh
+ Contact Log
+ Task Log
+ Action History
Schedule an Appointment
Appointment Date:
--- dd, yyyy
Timeframe:
Hour
Minute
AM/PM
to
Additional Notes:
Add any additional notes here...
Send Email Reminder?
Yes
Email Options
Email Recipients:
Type to search and add recipients...
Predesigned Note:
Include a predesigned note here...
Schedule Appointment

For inquiries, contact us.

info@smart1383.com
855-724-1383 ext. 700

City Council Communication

Meeting Date: 11/5/2025
Item #: VII.15
File #: 0709
Item ID: 2025-750

Title:	Housing Inspection Services - Professional Services Agreement
Contact:	Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

SUMMARY

Staff recommends approval of a professional services agreement with CSG Consultants for the purpose of providing Housing Inspection Services funded by Community Development Block Grant, Home Investment Partnerships Program, CalHome, and Building Equity and Growth in Neighborhoods (BEGIN) Program funds. The not-to-exceed amount per year is $20,000, while the total not-to-exceed maximum for the five-year contract term is $100,000. No General Fund resources will be used.

RECOMMENDATION

Staff recommends City Council adopt a resolution to approve a professional services agreement with CSG Consultants, Inc. for Housing Inspection Services, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The City utilizes federal funding from the Community Development Block Grant (CDBG) Program, Home Investment Partnerships Program (HOME), as well as State CalHome and Building Equity and Growth in Neighborhoods Program (BEGIN) funds to operate the Owner-Occupied Rehabilitation (OOR) Program. This program provides 30-year, interest-free loans to low-income homeowners to address critical health, safety, accessibility, and code compliance home repairs. The OOR Program relies on building inspector expertise to scope repair work, monitor progress, and verify completion before approving payment. Inspections are conducted to ensure that housing units meet safety standards and comply with applicable building codes.

On July 2, 2025, the City's Housing Division issued a Request for Proposals (RFP) for Housing Inspection Services. Four firms responded:

- ArchRey Inc. – $90/hour
- CSG Consultants – $115/hour
- Development Compliance Solutions (DEVCOM) – $195/hour
- Thurmond Consulting LLC – $150/hour

While ArchRey Inc. quoted the lowest rate, it is a single-person firm. Given the time-sensitive nature of rehabilitation projects, the City requires a team with sufficient backup staff to maintain project schedules. CSG Consultants offered the second-lowest rate and demonstrated relevant experience, including a strong knowledge-base surrounding construction requirements relating to rehabilitating occupied homes, as well as awareness of federal requirements regarding lead-based paint and lead hazard reduction.

Staff recommends awarding the contract to CSG Consultants for Housing Inspection Services for the OOR Program. The contract will be for a term of five years and will not exceed $100,000.

FISCAL IMPACT

This contract for $100,000 will be funded using CDBG, HOME, CalHOME and BEGIN program funds. For the OOR program, expenses will be charged to the contract based on actual hours spent and will be charged as delivery costs of the programs for reimbursement. This item does not impact the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Kristine Faelz, Housing Analyst

Melissa Anguiano, Economic Development Director

ATTACHMENTS:

1. Resolution 25-338
2. PSA Housing Inspection Services - CSG Consultants

REVIEWERS:

Kristine Faelz, Economic Development Department - Housing	Created/Initiated - 10/10/2025
Trisha Isom, Economic Development Department - Housing	Approved - 10/10/2025
Melissa Anguiano, Economic Development Department	Approved - 10/13/2025
Gretchen Hakala, City Clerk Department	Approved - 10/14/2025
Kelly Aye, City Attorney Department	Approved - 10/21/2025
Katrina Six, City Clerk Department	Approved - 10/22/2025
Ryan DeVore, City Clerk Department	Approved - 10/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/23/2025
Dominick Casey, City Clerk Department	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

RESOLUTION NO. 25-338

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CSG CONSULTANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for housing inspection services, by and between the City of Roseville and CSG 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

Housing Inspection Services

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and CSG Consultants, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of housing inspection services for the CITY's Owner Occupied Housing Rehabilitation Program; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP #04-32 dated September 11, 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 thousand dollars ($100,000).

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.

COVERAGE	LIMITS OF LIABILITY
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 worked 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	CONSULTANT
Trisha Isom, Housing Manager	Cyrus Kianpour, President
316 Vernon Street, Ste. 150	550 Pilgrim Drive
Roseville, CA 95678	Foster City, CA 94404

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

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MELISSA ANGUIANO
Economic Development Director

CSG CONSULTANTS, INC., a California corporation

BY: _____
its: Cyrus Kianpour
President

and

BY: _____
its: Nourdin Khayata
Secretary

EXHIBIT “A”

SCOPE OF WORK

City of Roseville

FOR

HOUSING INSPECTION SERVICES

(RFP #04-31)

September 11, 2025

2150 River Plaza Drive, STE #255
Sacramento, CA 95833

916.492.2275 phone
916.492.2276 fax

www.csgengr.com

CSG CONSULTANTS

Employee-Owned

Scope of Work

SECTION 1

September 11, 2025

Michelle Wurster
Housing Analyst
City of Roseville
311 Vernon Street
Roseville, CA 95678

Subject: Scope of Work for Housing Inspection Services (RFP 04-31)

Dear Ms. Wurster,

Thank you for the opportunity for CSG Consultants to submit a scope of work for the City's Housing Inspection Services RFP (04-31). **We understand this agreement will have a $20,000 not-to-exceed amount per year, with a $100,000 5-year maximum.** Our proposed staff offer a strong knowledgebase surrounding construction requirements as they relate to rehabilitating occupied homes. Furthermore, our staff have working knowledge of federal lead-based paint. lead hazard reduction, and other hazardous materials requirements (including Asbestos). Additional services our staff can provide the City under the Owner Occupied Housing Rehabilitation Program include:

- *Interaction with non-profit services providers, contractors, and/or low-income homeowners*
- *Tracking program and project timelines to ensure compliance with funding agency deadlines*
- *Regular in-person coordination with other City employees and contract staff*
- *Working collaboratively with the City's Housing Manager and relevant Housing Analyst*
- *Staff with knowledge of federal/state compliance requirements for HOME program*
- *Staff with knowledge of state compliance requirements for CalHOME program*
- *Timely and efficient allocation of both CDBG and HOME funds*

CSG offers the resources to partner with the City in its effort to address health, safety, and code issues to better the community of Roseville. James Jonte will perform inspections for the City and will work in concert with staff through successful implementation. **No subconsultants will be utilized for this work, solely CSG staff.**

Lee Holt, CCEO, will serve as the primary contact and project manager for this contract and will manage the code enforcement staff identified herein. Ms. Holt has over 25 years of public agency experience. Her contact information is as follows:

> **Lee Holt, CCEO** | Code Enforcement Manager
> (650) 522-2500 *office* | (650) 245-7122 *cell* | leeh@csgengr.com *email*

Please feel free to contact Ms. Holt with any questions or comments you may have. Our staff excel at working alongside City staff and residents to promote code compliance that allows communities to remain safe, healthy, and vibrant. We look forward to partnering with the City in this capacity, and to serving the community of Roseville together.

Sincerely,

Cyrus Kianpour, PE, PLS
President, CSG Consultants

CSG CONSULTANTS
Employee-Owned

Exhibit A

Consultant Services Budget and Staffing Plan

See *Section 3 – Scope of Work* for details of budget items below. Provide an estimated number of accomplishments and a projected budget for each task.

ESTIMATED BUDGET

Service Provided	Hourly rate
OOR inspection	$115
OOR administrative duties – completing work write ups, in house estimates, bid evaluation, communicating with homeowners and contractors, contract signings	$115
TOTAL:	**$** TBD*

*Agreement includes a $20,000 not-to-exceed amount per year, with a $100,000 5-year maximum.

Provide a staffing plan for accomplishing the tasks listed in Section 3 and indicated in the Estimated Budget above.

STAFFING PLAN

Job Title	Duties	Estimated no. of Hours	Hourly Rate
Code Enforcement Officer II	Housing Inspections	TBD	$115

CSG
CONSULTANTS

Employee-Owned

OFFICES THROUGHOUT CALIFORNIA

SAN FRANCISCO BAY AREA
• Foster City • San Jose • Pleasanton •

SACRAMENTO REGION
• Sacramento •

CENTRAL VALLEY
• Newman • Fresno •

CENTRAL COAST
• Paso Robles •

SOUTHERN CALIFORNIA
• Orange •

WWW.CSGENGR.COM

888.794.2016

City Council Communication

Meeting Date: 11/5/2025
Item #: VII.16
File #: 0800-03
Item ID: 2025-752

Title:	Purchase of Natural Gas - Base Contract
Contact:	Patrick Zanardelli 916-774-5673 pzanardelli@roseville.ca.us

SUMMARY

Staff recommends approval of the North American Energy Standards Board (NAESB) Base Contract for Sale and Purchase of Natural Gas with ARM Energy Management LLC. Executing this NAESB Base Contract will expand Roseville's pool of pre-approved natural gas counterparties, enhancing procurement flexibility during periods of market volatility. There is no cost associated with the execution of this contract, as these documents serve as enabling agreements.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the North American Energy Standards Board Base Contract for Sale and Purchase of Natural Gas with ARM Energy.

BACKGROUND

The City Council approved updated Electric Utility Risk Management Policies in May 2025. These policies require Roseville Electric Utility to manage the financial risks associated with providing electricity by limiting cost exposure through the procurement of fixed-price electricity and natural gas over a three-year planning horizon.

The North American Energy Standards Board (NAESB) is a nonprofit organization that develops and promotes standards for the wholesale and retail natural gas and electric industries across North America. The NAESB Base Contract is the industry standard for physical natural gas transactions, providing a modular structure with customizable terms and supporting transaction-specific confirmations. The contract includes a "cover standard" for calculating damages and built-in credit protections, including the right to request collateral. The NAESB structure is consistent with industry practices, is aligned with Federal Energy Regulatory Commission (FERC) standards, and supports index-based pricing that is widely used by utilities, marketers, and producers.

Executing this NAESB Base Contract will expand Roseville's pool of pre-approved natural gas counterparties, enhancing procurement flexibility during periods of market volatility. It will support streamlined, legally vetted transactions, reduce administrative burden, and lower execution risk. The agreement also positions the City to access more competitive pricing and maintain supply reliability, without obligating the City to transact or commit funds.

Any such transactions will remain subject to the City's Energy Trading Authority Policy (Resolution No. 25-149), approved by City Council on May 21, 2025.

FISCAL IMPACT

There is no fiscal impact associated with the execution of the NAESB Base Contract for Sale and Purchase of Natural Gas with ARM Energy, as these documents serve as enabling agreements. No transactions are currently pending between the parties under the NAESB framework. Any future transactions conducted under the agreement will be subject to the Roseville Electric Utility Energy Risk Management Policies and must comply with the Energy Trading Authority Policy.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world

Respectfully Submitted,
Patrick Zanardelli, Electric Business Analyst

Daniel Beans, Electric Utility Director

ATTACHMENTS:

1. Resolution 25-345
2. NAESB Base Contract between Roseville and Arm Energy
3. NAESB Special Provisions between Roseville and Arm Energy
4. Roseville - ARM Energy - Credit Support Annex

REVIEWERS:

Patrick Zanardelli, Electric Department - Customer & Government Relations and Financial & Administrative	Created/Initiated - 10/17/2025
Joanna Cucchi, Electric Department - Financial & Administrative	Approved - 10/20/2025
Shawn Matchim, Electric Department - All	Approved - 10/20/2025
Daniel Beans, Electric Department - All	Approved - 10/20/2025
Kelly Aye, City Attorney Department	Approved - 10/21/2025
Katrina Six, City Clerk Department	Approved - 10/23/2025
Ryan DeVore, City Clerk Department	Approved - 10/23/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/23/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

RESOLUTION NO. 25-345

APPROVING A BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS, BY AND BETWEEN THE CITY OF ROSEVILLE AND ARM ENERGY MANAGEMENT LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Base Contract for Sale and Purchase of Natural Gas, by and between the City of Roseville and ARM Energy Management LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Contract 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

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: **September 24, 2025**

The parties to this Base Contract are the following:

PARTY A **City of Roseville**	***PARTY NAME***	**PARTY B** **ARM Energy Management LLC**
116 S. Grant Street Roseville, CA 95678	***ADDRESS***	**20329 State Highway 249** **Floor 4** **Houston, TX 77070**
www.roseville.ca.us	***BUSINESS WEBSITE***	**www.armenergy.com**
	CONTRACT NUMBER	
164824240	***D-U-N-S® NUMBER***	**07-860-9451**
■ US FEDERAL: 94-6000409 □ OTHER:	***TAX ID NUMBERS***	■ US FEDERAL: 46-0648796 □ OTHER:
California	***JURISDICTION OF ORGANIZATION***	**Delaware**
□ Corporation □ LLC □ Limited Partnership □ Partnership □ LLP ■ Other: Municipality	***COMPANY TYPE***	□ Corporation ■ LLC □ Limited Partnership □ Partnership □ LLP □ Other:
	GUARANTOR (IF APPLICABLE)	See Credit Support Provider in CSA
CONTACT INFORMATION		
ACES, 4140 W. 99 Street, Carmel, IN 46032 ***ATTN:*** Gas Trading ***TEL#:*** 317-344-7000 ***FAX#:*** 317-344-7001 ***EMAIL:***	▪ ***COMMERCIAL***	**20329 State Highway 249, Floor 4, Houston, TX 77070** ***ATTN:*** ***Gas Desk*** ***TEL#:*** **281-655-3200** ***FAX#:*** **281-664-0029** ***EMAIL:*** ***scott.page@armenergy.com***
ACES, 4140 W. 99 Street, Carmel, IN 46032 ***ATTN:*** Gas Trading ***TEL#:*** 317-344-7000 ***FAX#:*** 317-344-7001 ***EMAIL:***	▪ ***SCHEDULING***	**20329 State Highway 249, Floor 4, Houston, TX 77070** ***ATTN:*** ***Gas Scheduling*** ***TEL#:*** **281-655-3220** ***FAX#:*** **281-664-0029** ***EMAIL:*** ***gasscheduling@armenergy.com***
City of Roseville ***ATTN:*** Power Supply and Portfolio Administrator ***TEL#:*** 916-774-5603 ***FAX#:*** 916-774-5583 ***EMAIL:***	▪ ***CONTRACT AND LEGAL NOTICES***	**20329 State Highway 249, Floor 4, Houston, TX 77070** ***ATTN:*** ***Contract Administration*** ***TEL#:*** **281-655-3200** ***FAX#:*** **281-664-0029** ***EMAIL:*** ***ARM-Legal@armenergy.com***
City of Roseville ***ATTN:*** Energy Risk Management ***TEL#:*** 916-774-5510 ***FAX#:*** ***EMAIL:*** ***ElectricRisk@Roseville.ca.us***	▪ ***CREDIT***	**20329 State Highway 249, Floor 4, Houston, TX 77070** ***ATTN:*** ***Credit Department*** ***TEL#:*** **281-655-3227** ***FAX#:*** **281-664-0029** ***EMAIL:*** ***credit@armenergy.com***
ACES, 4140 W. 99 Street, Carmel, IN 46032 ***ATTN:*** Trading Control ***TEL#:*** 317-344-7000 ***FAX#:*** 317-344-7099 ***EMAIL:*** **confirms@acespower.com**	▪ ***TRANSACTION CONFIRMATIONS***	**20329 State Highway 249, Floor 4, Houston, TX 77070** ***ATTN:*** ***Confirmation Department*** ***TEL#:*** **281-655-3200** ***FAX#:*** **281-664-0029** ***EMAIL:*** ***confirmations@armenergy.com***
ACCOUNTING INFORMATION		
City of Roseville ***ATTN:*** Roseville Electric Settlements ***TEL#:*** (916) 746-1135 ***FAX#:*** ***EMAIL:*** settlements@roseville.ca.us	▪ ***INVOICES*** ▪ ***PAYMENTS*** ▪ ***SETTLEMENTS***	**20329 State Highway 249, Floor 4, Houston, TX 77070** ***ATTN:*** ***Gas Accounting*** ***TEL#:*** **281-655-3200** ***FAX#:*** **281-664-0029** ***EMAIL:*** ***gasinvoices@armenergy.com***
BANK: U.S. Bank ***ABA:*** 121122676 ***ACCT:*** 153499281092 ***OTHER DETAILS:***	***WIRE TRANSFER NUMBERS (IF APPLICABLE)***	***BANK:*** ***First Horizon Bank*** ***ABA:*** **084000026** ***ACCT:*** **20000975923** ***OTHER DETAILS:***
BANK: ***ABA:*** ***ACCT:*** ***OTHER DETAILS:***	***ACH NUMBERS (IF APPLICABLE)***	***BANK:*** ***First Horizon Bank*** ***ABA:*** **084000026** ***ACCT:*** **20000975923** ***OTHER DETAILS:***

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ATTN: _____ ***ADDRESS:*** _____ _____	***CHECKS (IF APPLICABLE)***	***ATTN:*** _____ ***ADDRESS:*** _____ _____

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Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedure
■ Oral (default)
OR
□ Written

Section 2.7 Confirm Deadline
■ 2 Business Days after receipt (default)
OR
□ _____ Business Days after receipt

Section 2.8 Confirming Party
■ Seller (default)
OR
□ Buyer
□ _____

Section 3.2 Performance Obligation
■ Cover Standard (default)
OR
□ Spot Price Standard

Note: The following Spot Price Publication applies to both of the immediately preceding.

Section 2.31 Spot Price Publication
■ Gas Daily Midpoint (default)
OR
□ _____

Section 6 Taxes
■ Buyer Pays At and After Delivery Point (default)
OR
□ Seller Pays Before and At Delivery Point

Section 7.2 Payment Date
■ **25th Day** of Month following Month of delivery (default)
OR
□ Day of Month following Month of delivery

Section 7.2 Method of Payment
■ Wire transfer (default)
□ Automated Clearinghouse Credit (ACH)
□ Check

Section 7.7 Netting
■ Netting applies (default)
OR
□ Netting does not apply

Section 10.2 Additional Events of Default
■ No Additional Events of Default (default)
□ Indebtedness Cross Default
□ Party A: _____
□ Party B: _____
□ Transactional Cross Default
Specified Transactions: _____

Section 10.3.1 Early Termination Damages
■ Early Termination Damages Apply (default)
OR
□ Early Termination Damages Do Not Apply

Section 10.3.2 Other Agreement Setoffs
■ Other Agreement Setoffs Apply (default)
■ Bilateral (default)
□ Triangular
OR
□ Other Agreement Setoffs Do Not Apply

Section 15.5 Choice Of Law
Delaware

Section 15.10 Confidentiality
■ Confidentiality applies (default)
OR
□ Confidentiality does not apply

■ **Special Provisions** Number of sheets attached: **5**
□ **Addendum(s):** _____

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

City of Roseville	***PARTY NAME***	**ARM Energy Management LLC**
By:_____	***SIGNATURE***	Scott D. Wischoff By:_____
Dominick Casey	***PRINTED NAME***	Scott Wischoff
City Manager	***TITLE***	President (US)

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General Terms and Conditions
Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

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2.3. “Alternative Damages” shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.

2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).

2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.

2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.

2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.

2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.

2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.

2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.

2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.

2.13. "Credit Support Obligation(s)” shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.

2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.

2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.

2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.

2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.

2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party’s excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.

2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.

2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.21. “Guarantor” shall mean any entity that has provided a guaranty of the obligations of a party hereunder.

2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.

2.23. “Indebtedness Cross Default” shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

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2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.

2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.

2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.

2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.

2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.

2.31. "Spot Price " as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.

2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

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Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

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7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next

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following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend

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the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

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10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

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SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract , (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

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15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, 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 the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

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Letterhead/Logo	Date: _____, _____ Transaction Confirmation #: _____

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER:	**BUYER:**
_____ _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	_____ _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____

Contract Price: $_____/MMBtu or _____

Delivery Period: Begin: _____, ___ End: _____, ___

Performance Obligation and Contract Quantity: (Select One)

Firm (Fixed Quantity):
_____ MMBtus/day
□ EFP

Firm (Variable Quantity):
_____ MMBtus/day Minimum
_____ MMBtus/day Maximum
subject to Section 4.2. at election of
□ Buyer or □ Seller

Interruptible:
Up to _____ MMBtus/day

Delivery Point(s): _____
(If a pooling point is used, list a specific geographic and pipeline location):

Special Conditions:

Seller: _____	Buyer: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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SPECIAL PROVISIONS to the
Base Contract for Sale and Purchase of Natural Gas
(NAESB Standard 6.3.1 dated September 5, 2006)

Between
City of Roseville ("Party A")
and
ARM Energy Management LLC ("Party B")

Dated September 24, 2025

1. The Cover Sheet shall be amended as follows: In the first sentence of the paragraph following the bank information on the cover sheet, insert the phrase "(NAESB Standard 6.3.1)" immediately after the word "Gas", and insert the date "September 5, 2006" immediately after the word "published".

2. Section 2.10 shall be amended to add the following sentence to the end of the section: "The Contract Price includes reimbursement to Seller for any production or severance taxes owed by Seller with respect to Gas delivered hereunder."

3. Section 2.12 is amended by deleting "(or an alternative fuel if elected by Buyer and replacement Gas is not available)," after the phrase "obtain Gas" in the third line.

4. In Section 2, Definitions, add the following definitions at the end:

   2.36. "Act" means Constitution of the State of California, the California statute(s), charter and municipal ordinances under which City of Roseville was created, organized and authorized to enter into this Base Contract and each Transaction thereunder.";

   2.37. "Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace a Terminated Transaction; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of a Transaction.

   2.38. "Governmental Entity or Public Power System" means a municipality, county, governmental board, public power authority, public utility district, joint action agency, or other similar political subdivision or public entity of the United States, one or more States or territories or any combination thereof.

5. Amend Section 8.3 by adding the following sentence to the end of this paragraph:

   "Neither party shall be obligated to indemnify, defend, or hold the other party harmless to the extent any liability, suit, action, damage, loss or expense arises out of or in connection with any negligent act, negligent failure to act or willful misconduct on the part of the other party, its officers, agents or employees."

6. Insert a new Section 8.6 stating that:
   8.6 Each party represents and warrants to the other party, as of the date of the Base Contract and these Special Provisions, and each date of a Transaction Confirmation hereunder, that:

   8.6.1 It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;

   8.6.2 The execution of, and delivery and performance under, this Contract does not violate or conflict with any law, rule, or regulation applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets, or any contractual restriction binding on or affecting it or any of its assets;

8.6.3 There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any court, governmental body or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Contract or any Transaction to which it is a party or its ability to perform its obligations under the same;

8.6.4 It is not relying upon any representations of the other party, other than those set forth in this Contract, any Transaction Confirmation or any Credit Support Obligation(s) of the other party; and

8.6.5 It has entered into this Contract and each Transaction and Transaction Confirmation thereof as principal (and not as advisor, agent, broker or in any other capacity, fiduciary or otherwise) and has made its trading and investment decisions (including regarding the suitability thereof), with a full understanding of the material terms and risks, and ability to assume the risks of the same, and based upon its own judgment and any advice from such advisors as it has deemed necessary and not in reliance upon any view expressed by the other party."

7. Amend Section 10.2 by adding the following as clauses (x) through (xii):
(x) breach any material covenant or obligation under the Contract (except to the extent constituting a separate Event of Default or an obligation the remedy for breach of which is set forth in Section 3), if such breach is not cured within 10 Business Days of notice of a demand for cure;

(xi) consolidate or amalgamate with, or merge with or into, or transfer all or substantially all its assets to, or reorganize, incorporate, reincorporate, or reconstitute into or as, another entity, or another entity transfers all or substantially all its assets to, or reorganizes, incorporates, reincorporates, or reconstitutes into or as, the Defaulting Party or its Guarantor and: (a) the creditworthiness of the Defaulting Party, its Guarantor or the resulting, surviving, transferee or successor entity is materially weaker than that of the Defaulting Party or such Guarantor, as the case may be, immediately prior to such action; (b) the resulting, surviving, transferee or successor entity fails to assume all the obligations of the Defaulting Party or such Guarantor under this Contract or any Credit Support Obligations to which it or its predecessor was a party, by either operation of law or pursuant to an agreement reasonably satisfactory to the Non-Defaulting Party; or (c) the benefits of any Credit Support Obligation fail to extend (without the consent of the Non-Defaulting Party) to the performance by such resulting, surviving, transferee or successor entity of its obligations under this Contract; or

(xii) make a materially incorrect or materially misleading representation or warranty under the Contract or a Credit Support Obligation, if any, or a Credit Support Obligation expires or terminates with respect to the obligations of a party under this Contract or a Transaction Confirmation, or the failing or ceasing of such Credit Support Obligation to be in full force or effect for the purpose of this Contract or a Transaction Confirmation (in either case other than in accordance with the terms of this Contract and any applicable Transaction Confirmation) before the satisfaction of all obligations of such party under this Contract and under each transaction to which such Credit Support Obligation relates, without the written consent of the other party."

8. Section 10.3.2. "Bilateral Setoff Option": insert after "Section 10.3.1" on the second line, the words "plus all Costs."

9. Section 10.3 shall be amended by adding after the words "under applicable law" in the second sentence, the following "or that are, in the reasonable opinion of the Non-Defaulting Party, commercially impracticable to liquidate and terminate" and deleting the words "legally permissible" and replacing them with "reasonably practicable".

10. Section 10.5 is amended by deleting the section in its entirety and replacing it with the following:

10.5 Bankruptcy

10.5.1 The parties intend that (i) all transactions constitute a "forward contract" within the meaning of the United States Bankruptcy Code (the "Bankruptcy Code"); (ii) all payments made or to be made by one party to the other party pursuant to this Contract constitute "settlement payments" within the meaning of the Bankruptcy Code; (iii) all transfers of Adequate Assurance of Performance by one party to the other

party under this Contract constitute "margin payments" within the meaning of the Bankruptcy Code; and (iv) this Contract constitutes a "master netting agreement" within the meaning of the Bankruptcy Code.

10.5.2 Each party further agrees that, for purposes of this Contract, the other party is not a "utility" as such term is used in 11 U.S.C. Section 366, and each party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding wherein such party is a debtor. In any such proceeding, each party further waives the right to assert that the other party is a provider of last resort."

11. A new Section 10.8 shall be added as follows:

"10.8. Notwithstanding any provision to the contrary contained in the Contract, the Non-Defaulting Party shall not be required to pay to the Defaulting Party any amount under this Section 10 until the Non-Defaulting Party receives confirmation satisfactory to it in its reasonable discretion (which may include an opinion of its counsel) that all other obligations of any kind whatsoever of the Defaulting Party to make any payments to the Non-Defaulting Party under the Contract or otherwise have been fully and finally performed."

12. Section 11.6 shall be deleted in its entirety.

13. Section 12 shall be amended to add the word "prior" immediately before the phrase "written Notice" in the first sentence.

14. Section 13 is amended by (i) deleting in the seventh line the words, "UNLESS EXPRESSLY HEREIN PROVIDED", (ii) adding in the ninth line the words "PROVIDED, HOWEVER, NOTHING IN THIS SECTION SHALL AFFECT THE ENFORCEABILITY OF THE PROVISIONS OF THIS CONTRACT RELATING TO REMEDIES FOR FAILURE TO DELIVER/RECEIVE IN SECTION 3, AND CALCULATION AND PAYMENT OF THE TERMINATION DAMAGES IN SECTION 10." immediately after the words "ANY INDEMNITY PROVISION OR OTHERWISE", and (iii) adding at the end of the last sentence the words "AND ARE NOT PENALTIES".

15. In Section 15.10, insert the words "party's and the party's affiliates'" at the beginning of the third line.

16. Section 15.11 shall be deleted in its entirety and replaced with the following:

"Section 15.11. To the fullest extent permitted by applicable law, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Base Contract or any transaction."

17. The following will be added as new sections:

"Section 15.13 Governmental Entity or Public Power System Security. With respect to each transaction, Governmental Entity or Public Power System shall, upon execution of this Base Contract and prior to the commencement of each subsequent fiscal year of Governmental Entity or Public Power System during any delivery period, have obtained all necessary budgetary approvals and certifications for payment of all of its obligations under this agreement for such fiscal year; any breach of this provision shall be deemed to have arisen during a fiscal period of Governmental Entity or Public Power System for which budgetary approval or certification of its obligations under this Base Contract is in effect and, notwithstanding anything to the contrary in Section 10.3.1, 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 to its general funds a revenue base that is adequate to cover Public Power System's payment obligations hereunder throughout the entire delivery period.

Section 15.14. Notwithstanding any other provision of this agreement, upon receipt of a public records or information request pursuant to the California Public Records Act, or any similar act,

City of Roseville may, at its sole discretion, disclose confidential information, which does not fall within a statutory exemption (e.g., trade secret information) from disclosure."

15.15 Each party irrevocably waives its rights, including under Sections 4 and 5 of the Natural Gas Act, to file a complaint, request an investigation or make a unilateral rate-change request seeking (a) an order from FERC finding that the rates agreed to by the Parties in this Agreement are unjust and unreasonable; or (b) any refund with respect to such rate(s). Each party agrees not to make such a filing or request, and that these covenants and waivers shall be binding notwithstanding any regulatory or market changes that may occur hereafter. Absent the agreement of both Parties to a proposed change, the standard of review for changes to any section of the Agreements proposed by a party (to the extent that any waiver as set forth in this Section 15.14 is unenforceable or ineffective as to such party), a non-party or FERC acting sua sponte, shall solely be the "public interest" application of the "just and reasonable" 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) (the "Mobile-Sierra" doctrine)."

15.16 This Contract shall be considered for all purposes as prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the manner in which this Contract was negotiated, prepared, drafted or executed.

15.17 No failure on the part of any party to exercise, and no delay in exercising, any right under this Contract shall operate as waiver thereof, nor shall any partial exercise of any such right preclude the exercise of any other right. No waiver shall be valid unless set forth in a signed writing.

18. A new Section 16 shall be added as follows:

"Section 16. RESOLUTION OF DISPUTES

16.1. Resolution of Disputes. Any dispute or need of interpretation between the Parties involving or arising under this Base Contract first may be referred for resolution to a senior representative of each Party. Upon receipt of a notice describing the dispute and designating the notifying Party's senior representative and that the dispute is to be resolved by the Parties' senior representatives under this Base Contract, the other Party shall promptly designate its senior representative to the notifying Party. The senior representatives so designated shall attempt to resolve the dispute on an informal basis as promptly as practicable. If the dispute has not been resolved within thirty (30) days after the notifying Party's notice was received by the other Party, or within such other period as the Parties may jointly agree, the Parties may mutually agree to submit the dispute to arbitration or pursue all remedies available under the law.

IN WITNESS WHEREOF, the parties have caused these Special Provisions to be duly executed and become effective as of the date first written above.

Party A: City of Roseville

By: .....

Name:

Title:

Date:

Party B: ARM Energy Management LLC

By: Scott D. Wischoff

.....

Name: Scott Wischoff

Title: President (US)

Date: September 24, 2025

Model Credit Support Addendum
to the
Base Contract for Sale and Purchase of Natural Gas

This Model Credit Support Addendum ("CSA") is entered into as of this 24th day of September, 2025.

The parties to this CSA are the following:

Party A		Party B
City of Roseville	and	**ARM Energy Management LLC**
Base Contract Date: September 24, 2025		Base Contract Date: September 24, 2025
Base Contract Number:		Base Contract Number:
Credit Related Notices:		
Attn: Utility Director		Attn: Credit Department
Phone: (916) 774-5602 Fax: (916) 774-5583		Phone: 281-655-3200 Fax: 281-664-0029
E-mail Address:		E-mail Address: credit@armenergy.com
Wire Transfer or ACH Numbers (if applicable):		
Bank: U.S. Bank		Bank: First Horizon Bank
ABA: 121122676		ABA: 084000026
ACCT: 153499281092		ACCT: 20000975923
Other Details: For the account of the City of Roseville		Other Details:

This CSA is published by the North American Energy Standards Board, Inc. The parties hereby agree to the following provisions offered in said CSA Elections.

Credit Support Provider	Party A : N/A Party B : ARM Energy Services, LLC	Interest Rate	The "Interest Rate" will be a per annum rate of interest equal to the Federal Funds Rate. "Federal Funds Rate" means, for any day, an interest rate per annum equal to either (A) the rate published as the Federal Funds Effective Rate that appears on the Telerate Page 118 for such day (or, if such day is not a Business Day, for the preceding Business Day) or (B) if such rate is not so published for any day which is a Business Day, the Federal Funds Rate as published by the Federal Reserve Bank in the H.15 Release.
Eligible Collateral	Valuation Percentage Party A: ■ Cash 100% ■ Letters of Credit 100%* ☐ Other _____ ___% Party B: ■ Cash 100% ■ Letters of Credit 100%* ☐ Other _____ ___% * - See Definition of Valuation Percentage.	Minimum Transfer Amount	Party A: $100,000.00 Party B: $100,000.00
		Letter of Credit Issuer Requirements	A commercial bank or trust company or financial institution, which is not affiliated with either party, organized under the laws of the United States or a political subdivision thereof, with (i) a Credit Rating of at least (a) "A-" by S&P and "A3" by Moody's, if such entity is rated by both S&P and Moody's or (b) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's but not both, and (ii) having assets of at least $10,000,000,000.
Transfer Method for Other Eligible Collateral	Party A: N/A Party B: N/A	Notification Time Close of Business	☐ 1 p.m. Eastern Prevailing Time ■ Other: 2:00 p.m. New York Time on a Business Day. ☐ 5 p.m. Eastern Prevailing Time ■ Other: 5:00 p.m. Pacific Prevailing Time
Collateral Threshold	☐ See attached Rating Matrix ■ Flat amounts Party A:Five Million ($5,000,000) Party B: The greater of $0 or the amount set forth in the Letter of Credit provided by Party B to	Rounding Amount	Party A: $100,000 Party B: $100,000

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	Party A. Provided, however, the Collateral Threshold for Party B shall not exceed $2,000,000.		
Eligibility Requirements to Hold Cash	Party A: Not a Defaulting Party. Posted Collateral must be held only in the United States of America. Party B: Not a Defaulting Party. Posted Collateral must be held only in the United States of America.	Custodian Requirements	A commercial bank or trust company or financial institution, which is not affiliated with either party, organized under the laws of the United States or a political subdivision thereof, with (i) a Credit Rating of at least (a) "A-" by S&P and "A3" by Moody's, if such entity is rated by both S&P and Moody's or (b) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's but not both, and (ii) having assets of at least $10,000,000,000.
■ **OPTION A for CSA Paragraphs 4, 5 and 6 – OR –** ☐ **OPTION B for CSA Paragraphs 4, 5 and 6 (Exhibit A for elections is attached.)** **Special Provisions** Number of sheets attached: _____			

IN WITNESS WHEREOF, the parties hereto have executed the first page of this CSA in duplicate. Scott D. Wischoff

Party A: City of Roseville	**Party B: ARM Energy Management LLC**
By _____	By _____
Name:	Name: Scott Wischoff
Title: City Manager	Title: President (US)

GENERAL TERMS AND CONDITIONS

of the

MODEL CREDIT SUPPORT ADDENDUM

to the

BASE CONTRACT FOR PURCHASE AND SALE OF NATURAL GAS

Paragraph 1. Purpose

This CSA constitutes an Addendum to that certain Base Contract for Sale and Purchase of Natural Gas, as identified on the front page herein, between the parties ("Base Contract"), and supplements, forms part of, and amends the Base Contract affecting transactions thereunder. Capitalized terms used in this CSA that are not herein defined will have the meanings ascribed to them in the Base Contract. In the event of a conflict between the terms of this CSA and the Base Contract, the terms of this CSA shall apply for the purposes of this CSA.

The terms set forth below shall have the meanings ascribed to them below. Other terms are also defined elsewhere in the Base Contract and shall have the meanings ascribed to them therein.

Paragraph 2. Definitions.

As used in this CSA:

"Cash" shall mean United States Dollars.

"Close of Business" shall have the meaning set forth in the elections on Page 1 herein.

"Collateral Requirement" shall have the meaning set forth in Paragraph 3 herein.

"Collateral Threshold" shall mean, with respect to a party, the amount, if any, set forth in the elections on Page 1 herein for such party; provided, however, that the Collateral Threshold for a party that is a Defaulting Party shall be zero (0) upon the occurrence and during the continuance of an Event of Default.

"Credit Support Default" shall have the meaning set forth in Paragraph 10 herein.

"Credit Support Provider", if applicable, shall mean the entity set forth in the elections on Page 1 herein.

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"Custodian" shall mean an entity that meets the Custodian Requirements set forth in the elections on Page 1 herein.

"Defaulting Party" shall have the meaning set forth in Paragraph 10 herein.

"Demand Date" shall mean, with respect to a party's (i) demand for the Transfer of Eligible Collateral pursuant to Paragraph 4 herein, (ii) demand for Reduction or Substitution of Posted Collateral pursuant to Paragraph 5 herein, and/or (iii) demand for Disputed Calculations pursuant to Paragraph 6 herein:

(a) the date on which a demand is made, if such demand is received prior to the Notification Time on a Business Day; or

(b) the following Business Day if a demand is made on a non-Business Day or after the Notification Time on a Business Day.

"Eligible Collateral" shall have the meaning set forth in the elections on Page 1 herein.

"Exposure" shall mean the Net Settlement Amount, as calculated by the Secured Party in good faith and in a commercially reasonable manner, that the Pledging Party would owe to the Secured Party if an Early Termination Date had been designated as of the date of such calculation as provided for in Section 10 of the Base Contract; provided that such calculations shall be at the mid point between the bid price and the offer price.

"Interest Amount" shall mean the aggregate sum of the amounts of interest calculated for each day in that Interest Period on the principal amount of Cash held by the Secured Party on that day, determined for each such day as follows: (x) the amount of Cash on that day; multiplied by (y) the Interest Rate for that day: divided by (z) 360.

"Interest Period" shall mean the period from (and including) the last Business Day on which an Interest Amount was Transferred (or if no Interest Amount has yet been Transferred, the Business Day on which Cash was Transferred to the Secured Party) to (but excluding) the Business Day on which the current Interest Amount is to be Transferred.

"Interest Rate" shall have the meaning set forth in the elections on Page 1 herein.

"Letter of Credit" shall have the meaning set forth in Paragraph 7 (a) herein.

"Letter of Credit Default" shall have the meaning set forth in Paragraph 7(b) herein.

"Minimum Transfer Amount" shall mean the amount set forth in the elections on Page 1 herein for a party.

"Notification Time" shall have the meaning set forth in the elections on Page 1 herein.

"Notice" shall have the meaning set forth in Paragraph 9 herein.

"Pledging Party" shall have the meaning set forth in Paragraph 3 herein.

"Posted Collateral" shall mean (1) all Eligible Collateral and all proceeds thereof that have been Transferred to or received by the Secured Party hereunder and not Transferred to the Pledging Party pursuant to Paragraph 4 or released by the Secured Party, (2) any Interest Amount or portion thereof held by the Secured Party and not Transferred pursuant to Paragraph 8(c), and (3) any Cash received and held by the Secured Party after drawing on any Letter of Credit.

"Reference Market Maker" shall mean a leading dealer in the relevant market that is not an affiliate of either party selected by a party determining any disputed calculations pursuant to Paragraph 6 herein in a commercially reasonable manner from among dealers which satisfy all the criteria that such party applies generally at the time in deciding whether to offer or to make an extension of credit.

"Rounding Amount" shall mean the amount set forth in the elections on Page 1 herein for a party.

"Secured Party" shall have the meaning set forth in Paragraph 3(b) herein.

"Letter of Credit Issuer Requirements" shall have the meaning set forth in the elections on Page 1 herein.

"Transfer" or "Transferred" shall mean, with respect to any Eligible Collateral, Posted Collateral, or Interest Amount, and in accordance with the instructions of the appropriate party:

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(i) in the case of Cash, payment or delivery by wire transfer in immediately available federal funds into one or more bank accounts set forth on Page 1 herein (or as otherwise specified in a demand Notice);

(ii) in the case of Letters of Credit, delivery of the Letter of Credit by the Pledging Party to the Secured Party at the address specified in this CSA (or as otherwise specified in a demand Notice) or delivery of an executed amendment to such Letter of Credit (extending the term or increasing the amount available to the Secured Party thereunder) by the Pledging Party, to the Secured Party; and for purposes of Paragraph 5, return of the Letter of Credit by the Secured Party to the Pledging Party or delivery of an executed amendment (which amendment shall be given by the Pledging Party to the Secured Party) to the Letter of Credit in form and substance satisfactory to the Secured Party, reducing the amount available to the Secured Party thereunder, in each case to the address specified in the applicable demand letter or this CSA; and

(iii) in the case of any other Eligible Collateral, the Transfer methodology specified by the parties in the elections on Page 1 herein.

(iv) in any case in which Eligible Collateral or Posted Collateral is in the form of a Letter of Credit, the deadlines set forth in Paragraph 7 (h).

(iv) In connection with each Transfer of any Eligible Collateral to the Secured Party pursuant to this CSA, the Secured Party will, upon request of the Pledging Party, provide a receipt in form and substance reasonably satisfactory to the Pledging Party showing the Eligible Collateral Transferred to it. In connection with each Transfer of any Posted Collateral to the Pledging Party pursuant to this CSA, the Pledging Party will, upon request of the Secured Party, provide a receipt in form and substance reasonably satisfactory to the Secured Party showing the Posted Collateral Transferred to it.

"Valuation Percentage" shall mean the percentage set forth in the elections on Page 1 herein for each form of Eligible Collateral; provided with respect to Letters of Credit the Valuation Percentage shall be 100% unless either (i) a Letter of Credit Default shall apply with respect to such Letter of Credit or (ii) 20 or fewer Business Days remain prior to the expiration of such Letter of Credit, in which case the Valuation Percentage shall be zero (0).

"Value" shall mean the Valuation Percentage multiplied by the amount of Posted Collateral; provided with respect to Letters of Credit, such amount shall be the amount then available to be unconditionally drawn under the Letter of Credit held by the Secured Party.

Paragraph 3. Calculation of Collateral Requirement.

On any Business Day, the "Collateral Requirement" for a party (the "Pledging Party") means the Secured Party's Exposure minus the sum of:

(a) the Pledging Party's Collateral Threshold; plus

(b) the Value of all Posted Collateral then held by the party other than the Pledging Party (the "Secured Party"), and any accrued Interest Amount that has not yet been Transferred to the Pledging Party;

provided, however, that, the Collateral Requirement of the Pledging Party will be deemed to be zero (0) whenever the calculation of such Pledging Party's Collateral Requirement yields a number less than zero (0).

OPTION A: Paragraphs 4, 5, and 6

If the parties select Option A of the elections on Page 1 herein, the following Paragraphs 4, 5 and 6 shall apply.

Paragraph 4. Transfer of Eligible Collateral.

On any Business Day on which (i) no Credit Support Default with respect to the Secured Party has occurred and is continuing, (ii) no Event of Default with respect to the Secured Party has occurred and is continuing, (iii) no Early Termination Date has occurred or been designated by the Pledging Party for which there exist any unsatisfied payment obligations under the Base Contract, and (iv) the Pledging Party's Collateral Requirement equals or exceeds its Minimum Transfer Amount, the Secured Party may demand, by Notice to the Pledging Party, that the Pledging Party

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Transfer to the Secured Party, and the Pledging Party shall Transfer or cause to be Transferred to the Secured Party, Eligible Collateral for the benefit of the Secured Party having a Value on the date of Transfer at least equal to the Pledging Party's Collateral Requirement. The amount of Eligible Collateral required to be Transferred hereunder shall be rounded up to the nearest integral multiple of the Rounding Amount. Unless otherwise agreed to in writing by the parties, the Pledging Party shall Transfer the Eligible Collateral by the Close of Business on the Business Day following the Demand Date. Any Letter of Credit or other type of Eligible Collateral (other than Cash) shall be Transferred to the address specified in this CSA or to such address as the Secured Party shall specify in its demand, pursuant to this Paragraph 4. Any demand made by the Secured Party pursuant to this Paragraph 4 shall specify wire transfer information for the account(s) to which Eligible Collateral in the form of Cash shall be Transferred if different then that set forth in this CSA. Notwithstanding anything to the contrary in this CSA, in the event of a Credit Support Default or an Event of Default, with respect to the Pledging Party which gives rise to an obligation to Transfer Eligible Collateral, the Pledging Party shall have no obligation to Transfer such Eligible Collateral if such event is cured or otherwise no longer exists prior to the time that such Eligible Collateral is required to be provided hereunder.

Paragraph 5. Reduction and Substitution of Posted Collateral.

(a) On any Business Day a Pledging Party may demand, by Notice to the Secured Party, a reduction in the amount of Posted Collateral previously provided by the Pledging Party for the benefit of the Secured Party, and the Secured Party shall comply with said demand, provided that after giving effect to the demanded reduction in Posted Collateral, (i) the Pledging Party shall have a Collateral Requirement of zero (0) as of the date the Secured Party would be required to return the requested Posted Collateral, (ii) no Credit Support Default with respect to the Pledging Party has occurred and is continuing, (iii) no Event of Default with respect to the Pledging Party has occurred and is continuing, and (iv) no Early Termination Date has occurred or been designated by the Secured Party for which there exist any unsatisfied payment obligations under the Base Contract. The amount of the Posted Collateral reduction shall be made by the Secured Party if such amount equals or exceeds the Secured Party's Minimum Transfer Amount; provided however, such amount actually returned by the Secured Party shall be rounded down to the nearest integral multiple of the Rounding Amount. Unless otherwise agreed in writing by the parties, the Secured Party shall effect a permitted reduction in Posted Collateral by the Close of Business on the Business Day following the Demand Date for such reduction. If a permitted reduction in Posted Collateral is to be effected by a reduction in the amount that may be drawn under an outstanding Letter of Credit previously issued for the benefit of the Secured Party, the Secured Party shall promptly take such action as is reasonably necessary to cooperate with the Pledging Party to effectuate such reduction.

(b) Except when (i) a Credit Support Default with respect to the Pledging Party has occurred and is continuing, or (ii) an Event of Default with respect to the Pledging Party has occurred and is continuing, or (iii) an Early Termination Date has occurred or been designated by the Secured Party for which there exist any unsatisfied payment obligation under the Base Contract, the Pledging Party may substitute for existing Posted Collateral new Eligible Collateral of equal or greater Value (provided that, if such substitute Eligible Collateral is of a type not designated as Eligible Collateral in the elections on Page 1 herein, then the substitution may not occur unless the Secured Party consents to such substitution). Upon the Transfer to the Secured Party of the substitute Eligible Collateral, the Secured Party shall Transfer the relevant replaced Posted Collateral (as specified by the Pledging Party) to the Pledging Party by the Close of Business on the second Business Day after such Transfer has been effected. Notwithstanding anything herein to the contrary, no such substitution shall be permitted unless (x) the substitute Eligible Collateral is Transferred to the Secured Party prior to, the release of the Posted Collateral to be returned to the Pledging Party and, if applicable, the security interest in, and lien upon, such substituted Eligible Collateral granted pursuant hereto in favor of the Secured Party shall have been perfected as required by applicable law and shall constitute a first priority perfected security interest therein and general first lien thereon, and (y) after giving effect to such substitution, the Value of such substitute Eligible Collateral, together will all other Posted Collateral held by the Secured Party, shall equal or exceed the Pledging Party's Collateral Requirement. Each substitution of Eligible Collateral shall constitute a representation, warranty and agreement by the Pledging Party that the substituted Eligible Collateral shall be subject to and governed by the terms and conditions of this CSA, including without limitation and if applicable, the security interest in, general first lien on and right of offset against, such substituted Eligible Collateral granted pursuant to Paragraph 13(a) in favor of the Secured Party.

(c) The Transfer of any Posted Collateral by the Secured Party to the Pledging Party in accordance with this Paragraph 5 shall be deemed a release by the Secured Party of its security interest, general first lien and right of offset granted pursuant to Paragraph 13(a) hereof only with respect to such returned Posted Collateral.

Paragraph 6. Disputed Calculations.

(a) If the Pledging Party disputes the amount of Eligible Collateral requested by the Secured Party and such dispute relates to the amount of the Exposure as determined by the Secured Party, then the Pledging Party shall (i) notify the Secured Party of the existence and nature of the dispute not later than the Close of Business on the Demand

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Date, and (ii) Transfer Eligible Collateral to or for the benefit of the Secured Party in accordance with Paragraph 4 and in an amount equal to the Pledging Party's own calculation of its Collateral Requirement as determined, in accordance with Paragraph 3. Such calculation shall be made in good faith and a commercially reasonable manner that is consistent with Section 10 of the Base Contract. In all such cases, the parties thereafter shall promptly consult with each other in order to reconcile the two conflicting calculations. If the parties have not been able to resolve their dispute on or before the Notification Time on the second Business Day following the Demand Date, then the amount of the Exposure shall be recalculated with each party requesting quotations from one (1) Reference Market-Maker by the Notification Time on the third (3rd) Business Day following the Demand Date (taking the arithmetic average of those quotations obtained to obtain the average Exposure, provided, that, if only one (1) quotation can be obtained, then that quotation shall be used and if no quotations can be obtained, then the Secured Party's calculation shall control) for the purpose of recalculating the Exposure of each transaction in respect of which the parties disagree as to the Exposure thereof. The Pledging Party shall inform the Secured Party of the quotation it has obtained, if any, by the Notification Time on the third (3rd) Business Day following the Demand Date. The Secured Party shall inform the Pledging Party of the results of such recalculation in reasonable detail by the Notification Time on the fourth (4th) Business Day following the Demand Date. Eligible Collateral shall thereupon be provided, returned, or reduced, if necessary, by the Close of Business on the fifth (5th) Business Day following the Demand Date. If the Pledging Party fails to dispute the amount of the Collateral requirement within the time period specified above, then the Pledging Party shall Transfer or cause to be Transferred to the Secured Party, Eligible Collateral for the benefit of the Secured Party having a Value on the date of Transfer at least equal to the Pledging Party's Collateral Requirement, as originally demanded by the Secured Party.

(b) If the Secured Party disputes the amount of Eligible Collateral to be reduced by the Secured Party and such dispute relates to the amount of the Exposure claimed by the Pledging Party, then the Secured Party shall (i) notify the Pledging Party of the existence and nature of the dispute by the Close of Business on the Demand Date for such reduction, and (ii) effect the reduction of Eligible Collateral to or for the benefit of the Pledging Party in accordance with Paragraph 5 and in an amount equal to the Secured Party's own estimate, made in a commercially reasonable manner, of the Pledging Party's Collateral Requirement as determined in accordance with Paragraph 3. In all such cases, the parties thereafter shall promptly consult with each other in order to reconcile the two conflicting amounts. If the parties have not been able to resolve their dispute on or before the Notification Time on the second (2nd) Business Day following the Demand Date for such reduction, then the Secured Party's Exposure shall be recalculated by each party requesting quotations from one (1) Reference Market-Maker by the Notification Time on the third (3rd) Business Day following the Demand Date for such reduction (taking the arithmetic average of those quotations obtained to obtain the average Exposure; provided, that, if only one (1) quotation can be obtained, then that quotation shall be used and if no quotations can be obtained, then the Secured Party's calculations shall control) for the purpose of recalculating the Exposure of each transaction in respect of which the parties disagree as to the Exposure thereof. The Pledging Party shall inform the Secured Party of the quotation it has obtained, if any, by the Notification Time on the third (3rd) Business Day after the Demand Date. The Secured Party shall inform the Pledging Party of the results of such recalculation in reasonable detail by the Notification Time on the fourth (4th) Business Day after the Demand Date for such reduction. Eligible Collateral shall thereupon be provided, returned, or reduced, if necessary, by the Close of Business on the fifth (5th) Business Day after the Demand Date for such reduction. If the Secured Party fails to dispute the amount of the demanded reduction within the time period specified above, then the Secured Party shall Transfer or cause to be Transferred to the Pledging Party, Eligible Collateral for the benefit of the Pledging Party having a Value on the date of Transfer at least equal to the Pledging Party's demanded reduction.

OPTION B: Paragraphs 4, 5, and 6

If the parties select Option B of the elections on Page 1 herein, the following Paragraphs 4, 5 and 6 and the related timing requirements and party information set forth in the Exhibit A to this CSA shall apply.

Paragraph 4. Transfer of Eligible Collateral.

On any Business Day on which (i) no Credit Support Default with respect to the Secured Party has occurred and is continuing, (ii) no Event of Default with respect to the Secured Party has occurred and is continuing, (iii) no Early Termination Date has occurred or been designated by the Pledging Party for which there exist any unsatisfied payment obligations under the Base Contract, and (iv) the Pledging Party's Collateral Requirement equals or exceeds its Minimum Transfer Amount, the Secured Party may demand, by Notice to the Pledging Party, that the Pledging Party Transfer to the Secured Party, and the Pledging Party shall Transfer or cause to be Transferred to the Secured Party, Eligible Collateral for the benefit of the Secured Party having a Value on the date of Transfer at least equal to the Pledging Party's Collateral Requirement. The amount of Eligible Collateral required to be Transferred hereunder shall be rounded up to the nearest integral multiple of the Rounding Amount. Unless otherwise agreed to in writing by the parties, the Pledging Party shall Transfer the Eligible Collateral by the Close of Business on the ('A') Business Day following the Demand Date. Any Letter of Credit or other type of Eligible Collateral (other than Cash) shall be Transferred to the address specified in this CSA or to such address as the Secured Party shall specify in its demand, pursuant to this Paragraph 4. Any demand made by the Secured Party pursuant to this Paragraph 4 shall specify wire transfer information for the account(s) to which Eligible Collateral in the form of Cash shall be Transferred if different

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then that set forth in this CSA. Notwithstanding anything to the contrary in this CSA, in the event of a Credit Support Default or an Event of Default, with respect to the Pledging Party which gives rise to an obligation to Transfer Eligible Collateral, the Pledging Party shall have no obligation to Transfer such Eligible Collateral if such event is cured or otherwise no longer exists prior to the time that such Eligible Collateral is required to be provided hereunder.

Paragraph 5. Reduction and Substitution of Posted Collateral.

(a) On any Business Day a Pledging Party may demand, by Notice to the Secured Party, a reduction in the amount of Posted Collateral previously provided by the Pledging Party for the benefit of the Secured Party, and the Secured Party shall comply with said demand, provided that after giving effect to the demanded reduction in Posted Collateral, (i) the Pledging Party shall have a Collateral Requirement of zero (0) as of the date the Secured Party would be required to return the requested Posted Collateral; (ii) no Credit Support Default with respect to the Pledging Party has occurred and is continuing; (iii) no Event of Default with respect to the Pledging Party has occurred and is continuing; and (iv) no Early Termination Date has occurred or been designated by the Secured Party for which there exist any unsatisfied payment obligations under the Base Contract. The amount of the Posted Collateral reduction shall be made by the Secured Party if such amount equals or exceeds the Secured Party's Minimum Transfer Amount; provided however, such amount actually returned by the Secured Party shall be rounded down to the nearest integral multiple of the Rounding Amount. Unless otherwise agreed in writing by the parties, the Secured Party shall effect a permitted reduction in Posted Collateral by the Close of Business on the ('B') Business Day following the Demand Date for such reduction. If a permitted reduction in Posted Collateral is to be effected by a reduction in the amount that may be drawn under an outstanding Letter of Credit previously issued for the benefit of the Secured Party, the Secured Party shall promptly take such action as is reasonably necessary to cooperate with the Pledging Party to effectuate such reduction.

(b) Except when (i) a Credit Support Default with respect to the Pledging Party has occurred and is continuing, or (ii) an Event of Default with respect to the Pledging Party has occurred and is continuing or (iii) an Early Termination Date has occurred or been designated by the Secured Party for which there exist any unsatisfied payment obligation under the Base Contract, the Pledging Party may substitute for existing Posted Collateral new Eligible Collateral of equal or greater Value on the ('C') Business Day following the Demand Date thereof (provided that, if such substitute Eligible Collateral is of a type not designated as Eligible Collateral in the elections on Page 1 herein, then the substitution may not occur unless the Secured Party consents to such substitution). Upon the Transfer to the Secured Party and/or its Custodian of the substitute Eligible Collateral, the Secured Party and/or its Custodian shall Transfer the relevant replaced Posted Collateral (as specified by the Pledging Party) to the Pledging Party by the Close of Business on the ('D') Business Day after such Transfer has been effected. Notwithstanding anything herein to the contrary, no such substitution shall be permitted unless (x) the substitute Eligible Collateral is Transferred to the Secured Party and/or its Custodian simultaneously with, or has been Transferred to the Secured Party and/or its Custodian prior to, the release of the Eligible Collateral to be returned to the Pledging Party and, if applicable, the security interest in, and lien upon, such substituted Eligible Collateral granted pursuant hereto in favor of the Secured Party shall have been perfected as required by applicable law and shall constitute a first priority perfected security interest therein and general first lien thereon, and (y) after giving effect to such substitution, the Value of such substitute Eligible Collateral, together will all other Posted Collateral held by the Secured Party, shall equal or exceed the Pledging Party's Collateral Requirement. Each substitution of Eligible Collateral shall constitute a representation, warranty and agreement by the Pledging Party that the substituted Eligible Collateral shall be subject to and governed by the terms and conditions of this CSA, including without limitation and if applicable, the security interest in, general first lien on and right of offset against, such substituted Eligible Collateral granted pursuant to Paragraph 13(a) in favor of the Secured Party.

(c) The Transfer of any Eligible Collateral by the Secured Party and/or its Custodian to the Pledging Party in accordance with this Paragraph 5 shall be deemed a release by the Secured Party of its security interest, general first lien and right of offset granted pursuant to Paragraph 13(a) hereof only with respect to such returned Eligible Collateral.

Paragraph 6. Disputed Calculations.

(a) If the Pledging Party disputes the amount of Eligible Collateral requested by the Secured Party and such dispute relates to the amount of the Exposure as determined by the Secured Party, then the Pledging Party shall (i) notify the Secured Party of the existence and nature of the dispute not later than the Close of Business on the ('A') Business Day following the Demand Date that the demand for Eligible Collateral is made by the Secured Party pursuant to Paragraph 4, and (ii) Transfer Eligible Collateral to or for the benefit of the Secured Party in accordance with Paragraph 4 and in an amount equal to the Pledging Party's own calculation of its Collateral Requirement, in accordance with Paragraph 3. Such calculation shall be made in good faith and a commercially reasonable manner that is consistent with Section 10 of the Base Contract. In all such cases, the parties thereafter shall promptly consult with each other in order to reconcile the two conflicting calculations. If the parties have not been able to resolve their dispute on or before the Notification Time on the ('E') Business Day following the Demand Date, then the amount of the Exposure shall be recalculated with each party requesting quotations from one (1) Reference Market-Maker by the

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Notification Time on the ('F') Business Day following the Demand Date (taking the arithmetic average of those quotations obtained to obtain the average Exposure, provided, that, if only one (1) quotation can be obtained, then that quotation shall be used and if no quotations can be obtained, then the Secured Party's calculation shall control) for the purpose of recalculating the Exposure of each transaction in respect of which the parties disagree as to the Exposure thereof. The ('A1') Party shall inform the ('A2') Party of the quotation it has obtained, if any, by the Notification Time on the ('G') Business Day following the Demand Date. The ('A3') Party shall inform the ('A4') Party of the results of such recalculation in reasonable detail by the Notification Time on the ('H') Business Day following the Demand Date. Eligible Collateral shall thereupon be provided, returned, or reduced, if necessary, by the Close of Business on the ('I') Business Day following the Demand Date. If the Pledging Party fails to dispute the amount of the Collateral requirement within the time period specified above, then the Pledging Party shall Transfer or cause to be Transferred to the Secured Party, Eligible Collateral for the benefit of the Secured Party having a Value on the date of Transfer at least equal to the Pledging Party's Collateral Requirement, as demanded by the Secured Party.

(b) If the Secured Party disputes the amount of Eligible Collateral to be reduced by the Secured Party and such dispute relates to the amount of the Exposure claimed by the Pledging Party, then the Secured Party shall (i) notify the Pledging Party of the existence and nature of the dispute by the Close of Business on the ('J') Business Day following the Demand Date for such reduction, and (ii) effect the reduction of Eligible Collateral to or for the benefit of the Pledging Party in accordance with Paragraph 5 and in an amount equal to the Secured Party's own estimate, made in a commercially reasonable manner, of the Pledging Party's Collateral Requirement in accordance with Paragraph 3. In all such cases, the parties thereafter shall promptly consult with each other in order to reconcile the two conflicting amounts. If the parties have not been able to resolve their dispute on or before the Notification Time on the ('K') Business Day following the Demand Date for such reduction, then the Secured Party's Exposure shall be recalculated by each party requesting quotations from one (1) Reference Market-Maker by the Notification Time on the ('L') Business Day following the Demand Date for such reduction (taking the arithmetic average of those quotations obtained to obtain the average Exposure; provided, that, if only one (1) quotation can be obtained, then that quotation shall be used and if no quotations can be obtained, then the Pledging Party's calculations shall control) for the purpose of recalculating the Exposure of each transaction in respect of which the parties disagree as to the Exposure thereof. The ('A5') Party shall inform the ('A6') Party of the quotation it has obtained, if any, by the Notification Time on the ('M') Business Day after the Demand Date. The ('A7') Party shall inform the ('A8') Party of the results of such recalculation in reasonable detail by the Notification Time on the ('N') Business Day after the Demand Date for such reduction. Eligible Collateral shall thereupon be provided, returned, or reduced, if necessary, by the Close of Business on the ('O') Business Day after the Demand Date for such reduction. If the Secured Party fails to dispute the amount of the demanded reduction within the time period specified above, then the Secured Party shall Transfer or cause to be Transferred to the Pledging Party, Eligible Collateral for the benefit of the Pledging Party having a Value on the date of Transfer at least equal to the Pledging Party's demanded reduction.

Paragraph 7. Letters of Credit.

Eligible Collateral provided in the form of a Letter of Credit shall be subject to the following provisions.

(a) Each "Letter of Credit" shall be an irrevocable, transferable, standby letter of credit, issued by an entity that meets the requirements of a Letter of Credit Issuer Requirements set forth in the elections on Page 1 herein in a form reasonably acceptable to the Secured Party.

(b) "Letter of Credit Default" shall mean with respect to an outstanding Letter of Credit that is held by the Secured Party as Posted Collateral the occurrence of any of the following events: (i) the issuer of such Letter of Credit shall fail to meet the Letter of Credit Issuer Requirements set forth in the elections on Page 1 herein, (ii) the issuer of such Letter of Credit goes bankrupt; (iii) the issuer of the Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit if such failure shall be continuing after the lapse of any applicable grace period; (iv) the issuer of such Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit; or (v) such Letter of Credit shall expire or terminate, or shall fail or cease to be in full force and effect (other than in accordance with its terms) prior to the satisfaction of all obligations of the Pledging Party under each transaction to which such Letter of Credit shall relate without the written consent of the other party; provided, however, that no Letter of Credit Default shall occur in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be canceled or returned to the Pledging Party in accordance with the terms of this CSA. Upon the occurrence of a Letter of Credit Default, the Pledging Party agrees to Transfer to the Secured Party either a substitute Letter of Credit or other Eligible Collateral, in each case on or before the second Business Day after the occurrence thereof (or the fifth (5) Business Day after the occurrence thereof if and only if clause (i) under the definition of Letter of Credit Default applies).

(c) Unless otherwise agreed in writing by the parties, each Letter of Credit shall be provided in accordance with this Paragraph 7 and each Letter of Credit shall be maintained for the benefit of the Secured Party. The Pledging Party shall (i) renew or cause the renewal of each outstanding Letter of Credit on a timely basis as

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provided in the relevant Letter of Credit, (ii) Transfer either a substitute Letter of Credit or other Eligible Collateral, in each case at least twenty (20) Business Days prior to the expiration of the outstanding Letter of Credit, and (iii) Transfer for the benefit of the Secured Party either a substitute Letter of Credit or other Eligible Collateral, in each case within one (1) Business Day, if the bank issuing a Letter of Credit shall fail to honor the Secured Party's properly documented request to draw on an outstanding Letter of Credit, provided that, as a result of the Pledging Party's failure to perform in accordance with (i), (ii), or (iii) above, the Pledging Party's Collateral Requirement would be greater than zero (0).

(d) As one method of providing Posted Collateral, the Pledging Party may increase the amount of an outstanding Letter of Credit or establish one or more additional Letters of Credit.

(e) Upon or at any time after the occurrence of an Event of Default with respect to the Pledging Party and/or the designation of an Early Termination Date by the Secured Party, the Secured Party may draw on the entire undrawn portion of any outstanding Letter(s) of Credit upon submission to the bank issuing such Letter of Credit in accordance with the specific requirements of the Letter of Credit. Cash proceeds received from drawing upon the Letter of Credit shall be deemed Posted Collateral as security for the Pledging Party's obligations to the Secured Party and the Secured Party shall have the rights and remedies set forth in this CSA with respect to such Cash proceeds. Notwithstanding the Secured Party's receipt of Cash under the Letter of Credit, the Pledging Party shall remain liable (i) for any failure to Transfer sufficient Posted Collateral, and (ii) for any amounts owing to the Secured Party and remaining unpaid after the application of the amounts so drawn by the Secured Party.

(f) A Pledging Party may substitute a Letter of Credit for one or more other outstanding Letter(s) of Credit issued for the benefit of the Secured Party, provided that the Value of such substitute Letter of Credit shall be at least equal to the Value of the Letter(s) of Credit being replaced, and provided further that no Letter of Credit shall be canceled unless and until the Letter of Credit to be substituted therefor shall have been validly executed, issued and Transferred for the benefit of the Secured Party in accordance with applicable law.

(g) In all cases, the costs and expenses incurred by the Pledging Party to establish, renew, substitute, cancel, and/or increase the amount of (as the case may be) a Letter of Credit shall be borne by the Pledging Party.

(h) In any case in which Eligible Collateral or Posted Collateral is in the form of a Letter of Credit (which permits draws based on a facsimile copy), the deadlines set forth in this CSA for providing such collateral to the other party may be met by providing a facsimile copy of the Letter of Credit with an original transmitted by overnight courier for delivery on the next Business Day.

Paragraph 8. Care and Use of Cash.

Eligible Collateral provided in the form of Cash shall be subject to the following provisions.

(a) Eligibility to Hold Cash.

(i) If a party is not eligible to hold Cash as set forth in the elections on Page 1 herein, then such Cash shall be held in a Collateral Account in accordance with the provisions of Paragraph 8(e).

(ii) The Secured Party or its Custodian will be entitled to hold Cash provided that the following conditions, as applicable, are satisfied: (1) the Secured Party is not a Defaulting Party, (2) the Secured Party or its Credit Support Provider, if applicable, meets the Eligibility Requirements to Hold Cash requirements set forth in the elections on Page 1 herein, (3) Cash shall be held only in any jurisdiction within the United States, and (4) the Custodian meets the Custodian Requirements set forth in the elections on Page 1 herein. If a party or its Custodian is not eligible, or subsequently becomes ineligible, to hold Posted Collateral pursuant to this Section, then it shall be considered a "Downgraded Party" or a "Downgraded Custodian", as the case may be, and Posted Collateral shall be maintained in accordance with Paragraph 8(e).

(iii) Upon Notice by the Secured Party to the Pledging Party of the appointment of a Custodian, the Pledging Party's obligations to make any Transfer will be discharged by making the Transfer to that Custodian. The holding of Cash by a Custodian will be deemed to be the holding of Cash by the Secured Party for which the Custodian is acting. The Secured Party will be liable for the acts or omissions of its Custodian to the same extent that the Secured Party would be liable hereunder for its own acts or omissions.

(b) Use of Cash. Notwithstanding the provisions of applicable law, if the Secured Party is eligible to hold cash in accordance with Paragraph 8(a), is not a Defaulting Party and no Early Termination Date has occurred or been designated by the Pledging Party as a result of an Event of Default with respect to the Secured Party, then the Secured Party shall have the right to sell, pledge, rehypothecate, assign, invest, use, commingle or

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otherwise dispose of, or otherwise use in its business any Cash it holds, free from any claim or right of any nature whatsoever of the Pledging Party, including any equity or right of redemption by the Pledging Party.

(c) Interest Payments on Cash. So long as no Event of Default with respect to the Pledging Party has occurred and is continuing, and no Early Termination Date (for which any unsatisfied payment obligations of the Pledging Party exist) has occurred or been designated as the result of an Event of Default with respect to the Pledging Party and to the extent that an obligation to Transfer Posted Collateral would not be created or increased by the Transfer, the Secured Party will upon written request Transfer to the Pledging Party, in lieu of any interest or other amounts paid or deemed to have been paid with respect to the Cash (all of which may be retained by the Secured Party), the Interest Amount on the third Business Day of each calendar month. On or after the occurrence of an Event of Default with respect to the Pledging Party or an Early Termination Date as a result of an Event of Default with respect to the Pledging Party, the Secured Party shall retain any such Interest Amount as additional Eligible Collateral hereunder until the obligations of the Pledging Party under the Base Contract have been satisfied.

(d) Care of Cash. Without limiting the Secured Party's rights under Paragraph 8(b), the Secured Party will exercise reasonable care to assure the safe custody of all Cash held by it as Posted Collateral to the extent required by applicable law, and in any event the Secured Party will be deemed to have exercised reasonable care if it exercises at least the same degree of care as it would exercise with respect to its own property. Except as specified in the preceding sentence, the Secured Party will have no duty with respect to Cash, including, without limitation, any duty to enforce or preserve any rights pertaining thereto.

(e) Holding of Cash by a Custodian. The provisions of Paragraph 8(b) will apply to the parties; provided, however, that if a party or its Custodian is not eligible to hold Cash pursuant to Paragraph 8(a) (the event that caused it or its Custodian, if any, to be ineligible to hold Cash shall be a "Credit Rating Event"; if such Credit Rating Event occurs with respect to a party, such party shall be the "Downgraded Party"; and if such Credit Rating Event occurs with respect to a party's Custodian, such Custodian shall be the "Downgraded Custodian"), then: (1) the provisions of Paragraph 8(b) will not apply with respect to the Downgraded Party as the Secured Party for so long as either the Secured Party or its Custodian, if any, remain a Downgraded Party or a Downgraded Custodian, respectively, and (2) the Downgraded Party shall be required to deliver (or cause the Downgraded Custodian to deliver, as the case may be) by the Close of Business on the second (2^{nd}) Business Day following such Credit Rating Event all Cash in its possession or held on its behalf (i) to a Custodian that meets the Custodian Requirements, and (ii) to a segregated, safekeeping or custody account ("Collateral Account") within such Custodian with the title of the Collateral Account indicating that the property contained therein is being held as Posted Collateral for the Downgraded Party; provided, that, if the Credit Rating Event occurs with respect to a party's Custodian that is holding Posted Collateral on behalf of such party, then such Downgraded Custodian may also deliver such Posted Collateral to such party if such party is not a Downgraded Party, and (iii) the parties agree to enter into a control agreement ("Control Agreement") with the Custodian maintaining the Collateral Account. The Control Agreement shall be in such form as shall be reasonably acceptable to each of the parties and shall provide for such items as the timing and release of the funds in the Collateral Account and the investment and reinvestment of Cash held in the Collateral Account. The Control Agreement shall further provide that Custodian shall serve as Custodian with respect to the Posted Collateral in the Collateral Account, and shall hold such Posted Collateral in accordance with the terms of this CSA and for the security interest of the Downgraded Party and, subject to such security interest, for the ownership of the non-Downgraded Party. The parties further agree that notwithstanding the fact that Cash is being held by a Custodian in a Collateral Account pursuant to a Control Agreement, the Downgraded Party shall be required to make interest payments to the non-Downgraded Party in an amount equal to the Interest Amount in accordance with the provisions of Paragraph 8(c).

Paragraph 9. Notices

(a) "Notice" shall mean a notice or other communication in respect of this CSA. Notice may be given in any manner set forth below to the address or number or in accordance with the electronic messaging system details provided on Page 1 of this CSA and will be deemed effective as indicated:

(i) if in writing and delivered in person or by courier, on the Business Day it is delivered;

(ii) if sent by facsimile transmission, on the date that transmission is received by the recipient in legible form (which may be evidenced by a transmission report generated by the sender's facsimile machine) unless such facsimile transmission is received on a non-Business Day or after the Close of Business then such facsimile shall be deemed to have been received on the next following Business Day.

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(iii) if sent by certified or registered mail or the equivalent (return receipt requested), on the Business Day that mail is delivered or its delivery is attempted; or

(iv) if sent by electronic messaging system, on the date that electronic message is received, unless such electronic message is received on a non-Business Day or after the Close of Business, then such electronic message shall be deemed to have been received on the next following Business Day.

(b) Any other Notice, including but not limited to, Notice of an Event of Default, must be given pursuant to Section 9 of the Base Contract.

Paragraph 10. Credit Support Default

(a) A "Credit Support Default" shall exist with respect to a party (the "Defaulting Party") if:

(i) a party fails (or fails to cause its Custodian, as applicable) to make, when due, any Transfer of Eligible Collateral, Posted Collateral or the Interest Amount, as applicable, required to be made by it, and such failure continues for one (1) Business Day after Notice of that failure is provided to that party; or

(ii) a party fails to comply with or perform any material agreement or obligation provided for in this CSA, and such failure continues for one (1) Business Day after Notice of that failure is provided to that party; or

(iii) a party or its Custodian fails to comply with any of the obligations under Paragraph 8 herein and the failure continues for one (1) Business Day after notice of the failure is given to that party.

(b) Credit Support Default shall constitute and have the effect of an Event of Default set forth in Section 10.2 (vi) of the Base Contract.

Paragraph 11. Representations and Warranties.

Each party continuously represents and warrants to the other party that: (a) it has the power and authority under the law of the jurisdiction of its organization or incorporation and under its organizational and constituent documents to grant to the Secured Party a valid, enforceable, first-priority security interest in, and lien on, all Posted Collateral (other than Letters of Credit) that it Transfers as the Pledging Party, and has taken all necessary actions to authorize the granting and perfection of that security interest and lien; (b) as of each date on which it, as the Pledging Party, Transfers Eligible Collateral to the Secured Party or to any agent of the Secured Party for the benefit of the Secured Party (or, in the case of after-acquired Posted Collateral, at the time the Secured Party or its agent acquires rights therein), it has title to, and will be the sole owner of such Eligible Collateral, free and clear of any security interest, lien, pledge, charge, encumbrance, or other interests or restrictions other than the security interest granted to the Secured Party hereby; (c) the Secured Party will have a valid and perfected first-priority security interest in, and lien on, all Posted Collateral (other than Letters of Credit) upon receipt thereof; (d) the performance by it of its obligations under this CSA will not result in the creation of any security interest, lien or other encumbrance on any Posted Collateral other than the security interest and lien granted pursuant to this CSA; and (e) in connection with the delivery, issuance, renewal, substitution, or increase (as the case may be) which constitutes a Transfer of a Letter of Credit, such Letter of Credit is the legal, valid and binding obligation of the Issuer thereof, enforceable in accordance with its terms.

Paragraph 12. Certain Rights and Remedies.

(a) Secured Party's Rights and Remedies. If at any time (i) an Event of Default with respect to the Pledging Party has occurred and is continuing, or (ii) an Early Termination Date has occurred or been designated as a result of an Event of Default with respect to the Pledging Party, then the Secured Party may do any one or more of the following: (x) exercise any of the rights and remedies of a secured party with respect to the Posted Collateral, including any such rights and remedies under law then in effect; (y) exercise its rights of setoff against any and all property of the Pledging Party in the possession of the Secured Party or its agent; and (z) draw on any outstanding Letter of Credit issued for its benefit under its terms and this CSA. The Secured Party shall either (y) apply the proceeds of the Posted Collateral realized upon the exercise of any such rights or remedies to reduce the Pledging Party's obligations under the Base Contract or this CSA (the Pledging Party remaining liable for any amounts owing to the Secured Party after such application), subject to the Secured Party's obligation to return any surplus proceeds remaining after such obligations are satisfied in full and/or (z) hold such proceeds as collateral security for the Pledging Party's obligations under the Base Contract or this CSA, subject to the Secured Party's obligation to return the proceeds after such obligations are satisfied in full.

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(b) Pledging Party's Rights and Remedies. If at any time an Early Termination Date has occurred or been designated as the result of an Event of Default with respect to the Secured Party, then: (i) the Secured Party will be obligated immediately to Transfer all Posted Collateral and the Interest Amount, if any, to the Pledging Party; and (ii) the Pledging Party may do any one or more of the following: (x) exercise any of the rights and remedies of a pledgor with respect to the Posted Collateral, including any such rights and remedies under law then in effect; (y) to the extent that the Posted Collateral or the Interest Amount is not Transferred to the Pledging Party as required in (i) above, setoff amounts payable by the Pledging Party to the Secured Party against the Posted Collateral held by the Secured Party or to the extent its rights to setoff are not exercised, withhold payment of any remaining amounts payable by the Pledging Party, up to the value of any remaining Posted Collateral held by the Secured Party, until the Posted Collateral is Transferred to the Pledging Party; and/or (z) exercise rights and remedies available to the Pledging Party under the terms of any Letter of Credit.

Paragraph 13. General.

(a) To secure its obligations under the Base Contract and all outstanding transactions, each party, as the Pledging Party, hereby grants to the other party, as the Secured Party, a present and continuing first-priority security interest in, and lien on (and right of setoff against), all Posted Collateral (other than Letters of Credit) Transferred to the Secured Party hereunder. Each party agrees to take such action as the other party reasonably requires in order to perfect or maintain the other party's first-priority continuing security interest in, and lien on (and right of setoff against), such Posted Collateral.

(b) Each party will pay its own costs and expenses in connection with performing its obligations under this CSA and neither party will be liable for any costs or expenses incurred by the other party in connection herewith.

(c) This CSA has been and is made solely for the benefit of the parties and their permitted successors and assigns, and no other entity shall acquire or have any right under or by virtue of this CSA.

(d) No failure or delay by either party hereto in exercising any right, power, privilege, or remedy hereunder shall operate as a waiver thereof.

(e) The headings in this CSA are for convenience of reference only, and shall not affect the meaning or construction of any provision thereof.

DISCLAIMER: The purposes of this CSA are to facilitate trade, avoid misunderstandings and make more definite the terms of margining arrangements related to contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this CSA by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CSA ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CSA OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CSA ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CSA.**

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City Council Communication

Meeting Date: 11/5/2025
Item #: VII.17
File #: 0203-07
Item ID: 2025-744

Title:	Light Duty Steel Poles (RFQ 10-3425) — Purchase Orders
Contact:	Sue Jessup 916-746-1107 sjessup@roseville.ca.us

SUMMARY

Staff recommends approval of purchase orders with MVA Power, Inc. for the purchase of light-duty steel poles in response to Request for Quotations (RFQ) No. 10-3425. The estimated cost for FY2025-26 is $500,000. Estimated spending for the optional renewal years of FY2026-27 through FY2029-30 is $900,000 per fiscal year. Funding for this purchase is included in the FY2025-26 Electric Fund budget.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve open purchase orders with MVA Power, Inc. as the lowest responsive and responsible bidder for the purchase of light-duty steel poles in response to RFQ 10-3425.

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

BACKGROUND

The Electric Department has an ongoing need for light-duty steel poles to support construction and maintenance activities that comply with California Public Utilities Commission (CPUC) requirements. The Department currently maintains over 4,000 wood poles in its distribution system, which are required to be tested on a continuous basis. These tests identify poles that no longer meet CPUC standards and must be replaced. In some instances, the most suitable replacement for these wood poles is a light-duty steel pole.

The Electric Department is also required to upgrade wood poles when new facilities are attached to existing poles that would exceed allowable CPUC load calculations. In many instances, this necessitates replacing the pole with a light-duty steel pole. The Department plans to initially purchase a minimum of 26 light-duty steel poles this year to support maintenance and capital projects.

Bidders were asked to quote unit pricing for all sizes and types of light-duty steel poles used by the Electric Department and to provide the sum of all unit prices (total below). Purchases will be made for a variety of poles on an as-needed basis throughout the fiscal year. The difference between the bid total and the estimated annual spend is because of the potential for higher-than-usual requirements if needed.

A formal bid was issued with the following responses:

Bidder:	**Total**
MVA Power Inc.	**$329,726.15**

Montreal, Quebec

Mader Supply, LLC North Highlands, CA	$364,915.00
Anixter Inc. Benicia, CA	$370,673.31
Meyer Utility Structures Memphis, TN	$384,275.00
TransAmerican Power Products, Inc. Houston, TX	$437,833.00
General Pacific Fairview, OR	$517,927.00
Sierra Utility Sales Santa Cruz, CA	$552,067.00
Sabre Industries, Inc. Alvarado, TX	$815,430.00

FISCAL IMPACT

The estimated cost for FY2025-26 is $500,000, which is included in the FY2025-26 Electric Fund budget. Spending in future years will be contingent upon Council approval of the applicable budgets. Estimated expenditures for the optional renewal years (FY2026-27 through FY2029-30) are $900,000 per fiscal year.

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 CEQAState Guidelines §15060(c)(3) and §15378.

Approval of a purchase order for light duty steel poles meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Sue Jessup, Buyer

Scott Pettingell, Finance Director

ATTACHMENTS:

1. Resolution 25-336
2. RFQ 10-3425 Bid Summary

REVIEWERS:

Sue Jessup, Finance Department - Purchasing	Created/Initiated - 10/3/2025
Shannon Wiest, Finance Department - Purchasing	Approved - 10/14/2025
Scott Pettingell, Finance Department - Budget	Approved - 10/16/2025
Kelly Aye, City Attorney Department	Approved - 10/21/2025
Katrina Six, City Clerk Department	Approved - 10/21/2025
Ryan DeVore, City Clerk Department	Approved - 10/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/23/2025
Dominick Casey, City Clerk Department	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

RESOLUTION NO. 25-336

APPROVING A PURCHASE ORDER FOR LIGHT DUTY STEEL POLES

WHEREAS, a purchase order for light duty steel poles, by and between the City of Roseville and MVA Power, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

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

Line Item Bid
Bid Type
ExcelFormat Bid Tabulation Matrix
Version **1**
Bid RFQ #10-3425 - Light Duty Steel Poles
End Date 2025-09-18 03:00 PM PDT

Vendor					Anixter Power Solutions	General Pacific	Mader Supply, LLC	mva power inc	Sabre Industries, Inc	Sierra Utility Sales	TransAmerican Power Products, Inc.	Meyer Utility Structures
Item Code	**Item Name**	**Item Description**	**Qty**	**Unit**	**Total Price**	**Total Price**	**Total Price**	**Total Price**	**Total Price**	**Total Price**	**Total Price**	**Total Price**
	***Total Sum of all 'Line Totals' from "Attachment A Pricing Worksheet"**	*This is the Total Sum of all 'Line Totals' from "Attachment A Pricing Worksheet". **Transfer the "Total Sum" from this spreadsheet to the "Formal Invitation for Bid and Award" page of this bid.	1	Each	**$370,673.31**	**$517,927.00**	**$364,915.00**	**$329,726.15**	**$815,430.00**	**$552,067.00**	**$437,833.00**	**$384,275.00**
	Brand					**Pacific Steel Structures**	**CHM Utility**	**MVA POWER INC**	**Sabre Industries Inc**		**TAPP, Inc.**	**Meyer Utility Structures**
	Item Vendor Ref Number								**26-29865**		**25-2460**	**48043**

City Council Communication

Meeting Date: 11/5/2025
Item #: VII.18
File #: 0200
Item ID: 2025-772

Title:	Cost Allocation Plan and Indirect Cost Rate Proposal - Professional Services Agreement Amendment
Contact:	Nancy Rothlisberger 916-774-5314 nrothlisberger@roseville.ca.us

SUMMARY

Staff recommends approval of the final optional renewal of the professional services agreement with MGT Impact Solutions, LLC, in the amount of $33,720 which is included in the Finance Department's FY2025-26 budget to prepare the City's Cost Allocation Plan and Indirect Cost Rate Proposals for the FY2026-27 budget.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve the third amendment to professional services agreement for the Cost Allocation Plan and Indirect Cost Rate Proposal with MGT Impact Solutions, LLC, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The City contracts with a financial consultant to prepare an annual Cost Allocation Plan (CAP) and a series of Indirect Cost Rate Proposals (ICRPs). The CAP allocates the City's indirect costs and ensures that the General Fund recovers costs for services that benefit non-General Fund operations, including enterprise funds and internal service funds. The ICRPs are used to charge indirect costs to capital improvement projects, external agencies, and other funding sources.

The City currently has a Professional Services Agreement (PSA) with MGT Impact Solutions, LLC, to prepare these reports. This final optional renewal of the PSA totals $33,720 and is included in the Finance Department's FY2025-26 budget.

FISCAL IMPACT

There is no fiscal impact, as the cost of this amendment is already included in the Finance Department's FY2025-26 appropriations.

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 amendment to the professional services agreement with MGT Impact Solutions, LLC 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

Respectfully Submitted,
Nancy Rothlisberger, Budget Manager

Scott Pettingell, Finance Director

ATTACHMENTS:
1. Resolution 25-341
2. Third Amendment - MGT - Signed

REVIEWERS:

Nancy Rothlisberger, Finance Department - Budget	Created/Initiated - 10/15/2025
Nancy Rothlisberger, Finance Department - Budget	Approved - 10/15/2025
Scott Pettingell, Finance Department - Budget	Approved - 10/16/2025
Gretchen Hakala, City Clerk Department	Approved - 10/17/2025
Kelly Aye, City Attorney Department	Approved - 10/20/2025
Katrina Six, City Clerk Department	Approved - 10/22/2025
Ryan DeVore, City Clerk Department	Approved - 10/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/23/2025
Dominick Casey, City Clerk Department	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

RESOLUTION NO. 25-341

APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MGT IMPACT SOLUTIONS, LLC, a FLORIDA LIMITED LIABILITY COMPANY, SUCCESSOR IN INTEREST TO MGT OF AMERICA CONSULTING, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a third amendment to professional services agreement for the Cost Allocation Plan and Indirect Cost Rate Proposal, by and between the City of Roseville and MGT Impact Solutions, LLC, a Florida limited liability company, successor in interest to MGT of America Consulting, LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

THIRD AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT

Cost Allocation Plan and Indirect Cost Rate Proposal

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this 16th day of October, 2025, by and between the City of Roseville, a municipal corporation ("CITY"), and MGT Impact Solutions, LLC, a Florida limited liability company, successor in interest to MGT of America Consulting, LLC ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated October 6, 2021, amended on February 21, 2024, and amended on October 2, 2024 ("Agreement") regarding consisting of preparation of a cost allocation plan and indirect cost rate proposal ("Project"); and

WHEREAS, CITY wishes to exercise its option to extend the term of the Agreement for an additional one (1) year period; and

WHEREAS, CONSULTANT is willing and able to provide such services as described.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide services as described in Exhibit "A" of this Third Amendment to Agreement.

2. Section 1 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY is exercising its option to extend the term of the Agreement for an additional one (1) year period commencing on October 6, 2025 and ending on October 5, 2026."

3. Section 3 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay an additional thirty-three thousand, seven hundred twenty dollars ($33,720) in consideration of the Third Amendment to Agreement."

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

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

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

MGT IMPACT SOLUTIONS, LLC, a Florida limited liability company

BY: _____
its: A. Trey Traviesa 10/16/2025

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

and

ATTEST:

BY: ____N/A_____
its: _____

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2025.10.21 14:25:36 -07'00' _____
DENNIS KAUFFMAN
Chief Financial Officer/
Assistant City Manager

EXHIBIT “A”

October 9, 2025

Nancy Rothlisberger, Assistant Finance Director
City of Roseville, CA
311 Vernon Street
Roseville, CA 95678

RE: CITY OF ROSEVILLE COST PLAN PROJECT-RFP#10-22 CONTRACT RENEWAL

Dear Nancy:

This letter is regarding the City's request to amend and renew cost plan services with MGT per the original signed contract in response to RFP#10-22. MGT Consulting Group (MGT) is pleased to submit our renewal scope of services to the City of Roseville to continue to provide cost allocation services.

MGT began operations in 1974 and has judiciously expanded its consulting capabilities over the years. MGT is owned by the current and retired partners, principals, and consultants of the firm. The advantage of this ownership structure to our clients is that every member of the firm has a vested interest in the successful completion of every project, for every client. MGT has acquired a keen understanding of the structures, operations, and issues facing public agencies. This understanding comes from **over 50 years** of experience providing financial and management consulting services to state and local governments, and the prior work experience of our consultants. We are not the biggest, oldest, or highest profile consulting firm; just the best for combining firm qualifications and consultants' indirect cost and cost allocation expertise with the needs of cities, counties, and state agencies.

MGT has forty full-time consultants who prepare cost allocation plans and indirect cost rates all year, every year. This focus and commitment allow us to provide better service and the best advice in these areas. The majority of our division's consultants have been directly employed in producing cost allocation plans for more than 15 years, with an average of 15 years of direct government consulting experience.

Ms. Parul Patel, Director, will continue to serve as Project Manager and oversee the day-to-day project management activities. This includes data gathering, identifying allowable costs, meetings with City staff, preparing the indirect cost model, and delivery of reports. In addition, Ms. Nicoshia Roadruck will serve as a project consultant and will work with Ms. Patel.

SCOPE OF SERVICES

The City of Roseville is requesting the preparation of a Citywide FY 26 Full and FY 25 2 CFR Part 200 Cost Allocation plan and Indirect Cost Rates for up to thirty departments.

The following work plan has been refined over many years to provide a methodology that produces MGT's CAPs and rates with minimal disruption to our clients' workloads. The tasks associated with the overall process are presented below.

PROJECT TASKS		Month				Ongoing
		1	2	3	4	
PHASE 1: PLANNING & DATA PHASE						
1.0	Initial Meeting					
2.0	Introductory Training					
3.0	Review Organizational Structure and Existing Plans and Rates					
4.0	Collect Basic Operational & Financial Data					
5.0	Conduct Department Interviews					
6.0	Evaluate Existing Methodologies and Develop Recommendations					
PHASE 2: STRUCTURE & PREPARE PLAN						
7.0	Develop Cost Plan Structure & Distribute Central Service Department Costs Into Functions					
8.0	Develop Allocation Bases for Central Service Department Functions					
9.0	Process Draft Cost Plans					
10.0	Quality Control & Internal Review					
11.0	Provide Draft Cost Plans					
12.0	Provide Draft Departmental ICRPs (up to 30)					
PHASE 3: PRESENT CAP RESULTS & FINALIZE PROJECT						
13.0	Process Final Cost Plans/Rates & Provide Final Docs					
14.0	Present Project Results to Project Stakeholders and City staff & Identify Additional Uses					
15.0	Prepare a CAP Project Recap Report & Post Project Training Session					

COST PROPOSAL

Project Deliverables	Renewal Plan Year FY 2025-26	Option Year 1 FY 2026-27	Option Year 2 FY 2027-28
Citywide Full and 2 CFR Part 200 Cost Allocation Plans and Departmental Indirect Cost Rates (up to 30)	$33,720	$35,406	$37,175
Total Fees	**$33,720**	**$35,406**	**$37,175**

If you have questions, please contact **Ms. Parul Patel at 714.272.3461 or ppatel@mgt.us.**

Sincerely,

Patrick J. Dyer, Vice President
Authorized to Bind the Firm

City Council Communication

Meeting Date: 11/5/2025
Item #: VIII.19
File #: 0206-03-01
Item ID: 2025-757

Title:	Creekview Phase 5 Community Facilities District No. 1 - Bond Issuance
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

SUMMARY

Staff recommends Council authorization for the issuance of special tax bonds for and on behalf of the Creekview Phase 5 Community Facilities District (CFD) No. 1 (Public Facilities), and approving the Fiscal Agent Agreement, Bond Purchase Agreement, Acquisition Agreement, and Preliminary Official Statement. The Series 2025 Bonds are being issued at the developer's request in an amount not to exceed $18,000,000. Special taxes levied within the Creekview Phase 5 Community Facilities District (CFD) No. 1 will be paid by property owners and will be sufficient to cover debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as to provide future funding for maintenance and replacement of constructed facilities. Issuance of these bonds will have no impact on 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 the Creekview Phase 5 Community Facilities District (CFD) No. 1 (Public Facilities), and approving the following documents:

- Fiscal Agent Agreement
- Bond Purchase Agreement
- Acquisition Agreement
- Preliminary Official Statement

BACKGROUND

Creekview Phase 5 Community Facilities District (CFD) No. 1 was formed on August 20, 2025. The project area encompasses approximately 53 acres and includes plans for 285 taxable residential units, representing Phase 5 of the Winding Creek development within the Creekview Specific Plan. The Series 2025 Bonds are the first series to be issued at the developer's request, in an amount not to exceed $18,000,000. The District's maximum authorized principal amount is not to exceed $92,000,000.

FISCAL IMPACT

Special taxes levied within the CFD will be paid by property owners and will be sufficient to cover debt service, CFD administration, and any authorized pay-as-you-go facilities. In addition, the special taxes will provide future funding for the maintenance and replacement of constructed facilities. Issuance of these bonds will have no impact on the City's General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a

project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The adoption of the resolution and approval of the documents 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: 5.39%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): $661,999; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges and reserves): $13,000,000: 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: $33,825,445.

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 25-347
2. Fiscal Agent Agreement
3. Bond Purchase Agreement
4. Acquisition Agreement
5. Preliminary Official Statement

REVIEWERS:

Jeannine Thrash, Finance Department	Created/Initiated - 10/15/2025
Scott Pettingell, Finance Department - Budget	Approved - 10/16/2025
Gretchen Hakala, City Clerk Department	Approved - 10/17/2025
Kelly Aye, City Attorney Department	Approved - 10/21/2025
Katrina Six, City Clerk Department	Approved - 10/23/2025
Ryan DeVore, City Clerk Department	Approved - 10/23/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/24/2025
Dominick Casey, City Clerk Department	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

RESOLUTION NO. 25-347

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, BOND PURCHASE AGREEMENT AND ACQUISITION 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 Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, the Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the District in the maximum principal amount of not to exceed $92,000,000, and the City now desires to issue the first series of the bonds (the "Bonds") for the District; 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 for the District, and the Council, with the aid of City staff, has reviewed the Fiscal Agent Agreement and found it to be in proper order, and now desires to approve the Fiscal Agent Agreement and the issuance of the 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, authorized improvements for the District funded from proceeds of the Bonds will be acquired by the City from a developer of land in the District pursuant to the terms of a Funding, Construction and Acquisition Agreement (the "Acquisition Agreement") by and between the the City and the developer, and the Council, with the aid of City staff, has reviewed the Acquisition Agreement and found it to be in proper order, and now desires to approve the form of the Acquisition Agreement; 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 Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2025" in an aggregate principal amount not to exceed $18,000,000 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 the District 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 the District, plus the portion of all other bonds outstanding that are secured by a special tax levied under the Act on property within the District or a special assessment levied on property within the District.

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, A Professional Law Corporation, 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 $18,000,000 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. **Approval of Acquisition Agreement**. The Council hereby approves the Acquisition Agreement in substantially the form on file with the City Clerk. An Authorized Officer is hereby authorized and directed to execute the Acquisition 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.

9. **Actions Authorized.** All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District, and the sale and issuance of the 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 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.

10. **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

FISCAL AGENT AGREEMENT

by and between

CITY OF ROSEVILLE

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

Dated as of _____ 1, 2025

Relating to:

$_____
City of Roseville
Creekview Phase 5 Community Facilities District No. 1 (Public Facilities)
Special Tax Bonds
Series 2025

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EXHIBIT A FORM OF BOND
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FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is made and entered into as of _____ 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 Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (the "District"), and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H :

WHEREAS, the City Council of the City has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, 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. 25-_____ of the City Council adopted on August 20, 2025, to form the District and City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, the City Council, as legislative body of the District, authorized the incurrence of bonded indebtedness in the maximum aggregate principal amount of $92,000,000 (the "Authorization") for the District, 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 City of Roseville Creekview Phase 5 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 _____ 1, 2025 by and between the City and _____, as 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 _____ 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 Creekview Phase 5 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 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 an undivided profits of such bank shall be not less than $100 million; (c) the repurchase obligation under any such repurchase obligation shall be required to be performed in not more than thirty (30) days; (d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures described by 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers' acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in the one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or Moody's Investor Service, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (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 Special Tax Formula.

"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.

"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. 25-____ adopted by the City Council of the City on August 20, 2025, 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 Formula*" means the "Rate, Method of Apportionment, and Manner of Collection of Special Tax for the City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities)," approved by the qualified electors in the District on August 20, 2025, and as it may be amended in the future.

"Special Tax Fund" means the fund by that name established by Section 3.03(A) hereof.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including all scheduled 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 shall not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

"Special Taxes" means the "Facilities Special Tax" (as defined in the Special Tax Formula) levied within the District pursuant to the Act, the Ordinance, and this Agreement. For clarity, the "Maintenance Special Tax" (as defined in the Special Tax Formula) 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 City of Roseville Creekview Phase 5 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 "City of Roseville Creekview Phase 5 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:

Redemption Dates	**Redemption Price**
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:

Redemption Dates	Redemption Price
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, _____ 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 2025 Bonds Maturing September 1, _____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
(maturity)	

Term 2025 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, Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) 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.

At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the Reserve Fund balance to the Reserve Requirement, the amount in the Special Tax Fund in excess of such amount shall be free of the pledge for payment of the Bonds and available to the City to pay Administrative Expenses or for any purpose authorized under the Act.

Notwithstanding the above, as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than 10 Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account to be used for the redemption of Bonds or as otherwise directed by the City.

(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, Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) 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, Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) 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, Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) 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, Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) 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 Special Tax Formula 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 the District levied in such Fiscal Year, then the City will institute, prosecute and pursue such foreclosure proceedings against each parcel in the District for which any installment of the Special Tax is delinquent in the time and manner provided below; or

(b) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but property owned by any single property owner in the District is delinquent cumulatively by an amount equal to four installment payments with respect to the current and past Special Tax due, then the City will institute, prosecute and pursue such foreclosure proceedings against each such property owner in the time and manner provided below.

The City shall within 30 days thereafter send a written demand letter to the delinquent parcel(s) and lender of record, if any, as the first step in instituting foreclosure proceedings as authorized by the 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 Special Tax Formula, 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 the District 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 the District, 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 the District (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 the District 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 Creekview Phase 5 Community Facilities District No. 1 (Public Facilities)

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN
Assistant City Manager/Chief Financial Officer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, *as Fiscal Agent*

By: _____
Vice President

[Signature Page to Fiscal Agent Agreement dated as of _____ 1, 2025]

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____ $_____

CITY OF ROSEVILLE
CREEKVIEW PHASE 5 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 Creekview Phase 5 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 "City of Roseville Creekview Phase 5 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 _____ 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 the District 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:

Redemption Dates	**Redemption Price**
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:

Redemption Dates	Redemption Price
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.

The Bonds maturing on September 1, _____ and September 1, _____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of 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, _____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
(maturity)	

Term 2025 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 CREEKVIEW PHASE 5 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

City of Roseville
Creekview Phase 5 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 _____ 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
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
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 Creekview Phase 5 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 Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) 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 _____ 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, on _____, 2025 (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 the District in accordance with a Resolution of Intention adopted by the City Council on July 16, 2025, and a Resolution of Formation adopted by the City Council on August 20, 2025 (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, (iii) provide capitalized interest for debt service due on the Bonds through and including September 1, 2026, and (iv) pay costs of issuance of the Bonds. The Resolution of Issuance, the Resolution of Formation and Ordinance No. 6987, adopted by the City Council on September 3, 2025, 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 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. 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 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 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 DISTRICT" and "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 DISTRICT" and "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 the District or which order, in the reasonable opinion of the Underwriter, otherwise

materially and adversely affects proposed development of property within the District;

(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; (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 Willdan Financial Services (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) of Taxable Property in the District less Administrative Expenses (as defined in the Rate and Method of Apportionment of Special Tax) 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 Anthem United Creekview Developments Limited Partnership, a Washington limited partnership, (the "**Master Developer**") dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit D hereto (the "**Master Developer Letter of Representations**") 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 hereto (the "**Master Developer Closing Certificate**");

(12) A continuing disclosure certificate executed by the Master Developer in the form attached in Appendix E to the Preliminary Official Statement (the "**Master Developer Continuing Disclosure Certificate**");

(13) One or more opinions of counsel to the Master Developer addressed to the District and the Underwriter to the effect that (i) the Master Developer is a Washington limited partnership, duly organized and existing under the laws of the State of Washington and qualified to do business in the State and (ii) except as set forth in the Official Statement, there is no 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 executed by the Master Developer or the Master Developer's ability to pay the Special Taxes when due, and 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;

(14) G-17 letter from the Underwriter acknowledged by the City;

(15) 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;

(16) 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;

(17) 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; 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 Creekview Phase 5 Community Facilities District No. 1 (Public Facilities)

By: _____
Assistant City Manager/Chief Financial Officer

Time: ____p.m.

EXHIBIT A

MATURITY SCHEDULE

CITY OF ROSEVILLE
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2025

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*10% Test Used*	*Hold the Offering Price Used*

[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:

Redemption Dates	**Redemption Price**
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:

Redemption Dates	Redemption Price
September 1, 20__ 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__, September 1, 20__, September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__, September 1, 20__, 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__

Sinking Fund Redemption Date (September 1)	Sinking Fund Payment
(maturity)	

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 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 Bonds.

EXHIBIT B

CITY OF ROSEVILLE
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
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 Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) 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 Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (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
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2025

RULE 15c2-12 CERTIFICATE

The undersigned, on behalf of Piper Sandler & Co. ("**Piper**") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned 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. ***Reserve Fund.***

The establishment of the Reserve Fund for the in the amount of the Reserve Requirement (as such terms are defined in the Fiscal Agent Agreement dated as of _____ 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.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *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 _____, 2025), 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.]

(c) *Issuer* means the City of Roseville.

(d) *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.

(e) *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.

(f) *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 LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

PIPER SANDLER & CO.

By:_____

Name:_____

Dated: _____, 2025

EXHIBIT D

CITY OF ROSEVILLE
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2025
RULE 15c2-12 CERTIFICATE

LETTER OF REPRESENTATIONS OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP

_____, 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 Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (the "**District**"), and Piper Sandler & Co. (the "**Underwriter**"), Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (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 Washington and has all requisite right, power, and authority to: (i) execute and deliver this Letter of Representations of Anthem United Creekview Developments Limited Partnership (the "**Letter of Representations**") and the Master Developer Continuing Disclosure Certificate; and (ii) 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 the District is held in the name of the Master Developer (herein, the "**Property**"). The undersigned, on behalf of the Master Developer, make the representations herein with respect to all such Property.

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 Undersigned,[1] (a) the Master Developer and its Affiliates,[2] are not in breach of or in default

[1] "**Actual Knowledge of the Undersigned**" means the actual (as opposed to constructive) knowledge that the individuals signing on behalf of the Master Developer currently have as of the date of this Letter of Representations or have 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 have 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 have 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

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 Master Developer's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax due with respect to the Property (to the extent the responsibility of the Master Developer) 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's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax due with respect to the Property (to the extent the responsibility of the Master Developer) 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 Master Developer's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax (to the extent the responsibility of the Master Developer) prior to delinquency.

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, ownership of the Property, the Master Developer's development plan, the Master Developer's financing plan, the Master Developer's 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) as set forth under the captions entitled "THE DISTRICT", "THE MASTER

Master Developer's current business and operations. Officers and employees no longer working for the Master Developer or its Affiliates have not been contacted.

[2] "**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). "**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.

DEVELOPER", "SPECIAL RISK FACTORS—Property Values and Property Development—*Endangered and Threatened Species*" and "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), 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 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 exists or is in the process of being authorized that would include any portion of the Property.

10. To the Actual Knowledge of the Undersigned, the Master Developer has 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 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.

11. The Master Developer intends 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 is able to pay its bills as they become due and no legal proceedings are 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, overtly threatened in writing in which the Master Developer 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 its current development plans, including, without limitation, its current budget, 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 except as disclosed in the Preliminary Official Statement including in the sections entitled "THE DISTRICT" and "THE MASTER DEVELOPER," to the Actual Knowledge of the Undersigned, the Master Developer currently expects that it will have sufficient funds and/or sources of funds to develop the Property as described in the Preliminary Official Statement and to pay the Special Tax (to the extent the responsibility of the Master Developer) levied against the Property prior to delinquency. The Master Developer reserves the right to change its development plan and financing plan for the Property at any time without notice.

14. Solely as to the limited information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), 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 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), 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, ownership of the Property, the Master Developer's development plan, the Master Developer's financing plan, the Master Developer's 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 7 hereof (and subject to the limitations and exclusions set forth in Paragraph 7), 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 have executed this Letter of Representations solely in their capacity as authorized representatives of the Master Developer and they will have no personal liability arising from or relating to this Letter of Representations.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS
LIMITED PARTNERSHIP,
a Washington limited partnership

By: Anthem United Creekview Management, LLC,
a Washington limited liability company,
its General Partner

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT E

CITY OF ROSEVILLE
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2025
RULE 15c2-12 CERTIFICATE

CLOSING CERTIFICATE OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP

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**") to be executed by and between City of Roseville, California (the "**City**"), for and on behalf of the City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (the "**District**"), and Piper Sandler & Co. (the "**Underwriter**"), Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (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 Anthem United Creekview Developments Limited Partnership, dated _____, 2025 (the "**Letter of Representations**"), delivered by the Master Developer.

(1) The undersigned are duly authorized to execute this Closing Certificate of Anthem United Creekview Developments Limited Partnership (the "**Closing Certificate**") on behalf of the Master Developer.

(2) The Master Developer is duly authorized to execute, deliver and perform its Master Developer Continuing Disclosure Certificate.

(3) The Master Developer has duly executed and delivered the Master Developer Continuing Disclosure Certificate.

(4) 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.

(5) 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.

(6) 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, ownership of the Property, the Master Developer's development plan, the Master Developer's financing plan, the Master Developer's 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 7 of the Letter of Representations (and subject to the limitations and exclusions set forth in Paragraph 7 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 have executed this Closing Certificate solely in their capacity as authorized representatives of the Master Developer and they will have no personal liability arising from or relating to this Closing Certificate.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS
LIMITED PARTNERSHIP,
a Washington limited partnership

By: Anthem United Creekview Management, LLC,
a Washington limited liability company,
its General Partner

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT F

CITY OF ROSEVILLE
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2025
RULE 15c2-12 CERTIFICATE

FORM OF NEGATIVE ASSURANCE LETTER FROM COUNSEL TO THE MASTER DEVELOPER

_____, 2025

City of Roseville Creekview 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 Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2025

Ladies and Gentlemen:

We have acted as special counsel to Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the "**Master Developer**"), in connection with the development of certain property owned by the Master Developer (the "**Property**") located within the boundaries of the City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (the "**District**") and in connection with the issuance by the District of the City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) Series 2025 (the "**Bonds**"). The Bonds are described in 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 District. This letter is provided for the benefit of the District and the Underwriter pursuant to Section 4(d)(13) of the Bond Purchase Agreement.

We advise you that we are not general counsel to the Master Developer and do not represent the Master Developer on a continuing basis. Rather, we represent the Master 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 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 Master Developer, we reviewed those sections of the Official Statement described below and we participated in conferences with representatives of the Master Developer, the Underwriter, Jones Hall LLP, as Bond and Disclosure Counsel, Stradling Yocca Carlson & Rauth LLP, as Underwriter's Counsel, and others, during which conferences the contents of the Official Statement and related matters were discussed. We have reviewed only the electronic version of the Official Statement delivered to Robert M. Haight, Jr. (robert.haight@hklaw.com) on _____, 2025, from _____ (the "**Official Electronic Version**"), and we assume that any printed version and all other electronic versions of the Official Statement are identical in all respects to such Official Electronic Version. Our statements herein with respect to the Official Statement do not pertain to any printed or electronic version of the Official Statement that is not identical in all respects to the Official Electronic Version. We also reviewed certain written statements of officers and other representatives of the Master 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, as of the date of the Official Statement and as of the date hereof, the statements contained in the Official Statement relating to the Master Developer and its Affiliates (as defined in the Letter of Representations of Anthem Creek United Developments Limited Partnership, dated _____, 2025), ownership of the Property, the Master Developer's development plan, the Master Developer's financing plan, the Master Developer's 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) as set forth under the captions entitled "THE DISTRICT", "THE MASTER DEVELOPER", "SPECIAL RISK FACTORS—Property Values and Property Development—*Endangered and Threatened Species*" and "CONTINUING DISCLOSURE—The Master Developer" (but, under all captions, excluding any information cited as coming from a source other than the Master Developer, 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 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. 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,

FUNDING, CONSTRUCTION AND ACQUISITION AGREEMENT
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1
(Public Facilities)

This Funding, Construction and Acquisition Agreement for Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (**"Agreement"**) is entered into as of the ____ day of _____, ____2025, by and between the **CITY OF ROSEVILLE**, a California charter city and municipal corporation (the **"City"**), and **ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP**, a Washington limited partnership (**"Owner"**).

Recitals

A. In connection with the development of the Winding Creek project within the Creekview Specific Plan (the "**Project**"), the City Council of the City (the "**City Council**") previously established the City of Roseville Community Facilities District No. 1 (Public Facilities) ("**Original CFD**"). The Original CFD and its two improvement areas were formed over Phases 1-4 of the Project and originally identified Phase 5 as a future annexation area. The Original CFD is authorized to finance facilities necessary for the development of the Project as a whole from the proceeds of the sale of bonds and excess special taxes from the Original CFD ("**Original CFD Funding Sources**").

B. To finance the authorized facilities for the Project from the Original CFD Funding Sources, the Owner and the City entered into the Funding, Construction and Acquisition Agreement dated September 8, 2020 (the "**Original CFD Acquisition Agreement**").

C. The Owner originally intended to annex Phase 5 of the Project into the Original CFD as a separate improvement area, but for various reasons the Owner asked the City to form a new community facilities district over Phase 5 of the Project. The new community facilities district is intended to continue the financing of the facilities for the Project as a whole.

D. On August 20, 2025, the City Council of the City adopted Resolution No. 25-277 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)" with respect to Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (the **"District"**) of the City 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 with Section 53311, of the California Government Code (the **"Act"**) and subsequently authorized the issuance of Facilities Bonds (as defined herein) to finance Authorized Facilities (as defined herein).

E. The Authorized Facilities that may be financed by the District are identical to the facilities that are authorized to be financed by the Original CFD.

F. Owner owns or controls all the real property in the District, which consists of approximately 53 usable acres within the corporate limits of the City in the "Creekside Specific Plan" (the **"Specific Plan"**) area, and which consists of the property shown on a map of boundaries

of the District heretofore recorded in the Placer County Recorder's Office on August 1, 2025 in Book 5 at Page 43, as Document No. 2025-0041137 of Maps of Assessment and Community Facilities Districts (the "**Phase 5 Property**"). The Specific Plan sets forth a comprehensive land use plan and establishes detailed regulations, conditions and programs for development of the Phase 5 Property.

G. Owner proposes to make improvements to the Phase 5 Property as required by the Project Approvals (as defined below).

H. A development agreement between the City and Granite Bay Development II, LLC, Phillips Road 160 Investors Limited Partnership, Phillip Road Land, LLC, J & KD Enterprises, LLC, Soule Investments, LLC, Bennett West Roseville, LLC, Decou West Roseville, LLC, Blue Oaks-Roseville, LP, and Chuang, pursuant to the provisions of Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 of Title 7 of the California Government Code with respect to the permitted uses of the Project, including the Phase 5 Property, and said agreement has been entered into and is dated October 3, 2012 (the **"Development Agreement"**). The Development Agreement, with respect to the Phase 5 Property, was assigned to Owner in a series of assignments from the previous owners, and Owner has succeeded to all the rights and obligations thereunder. The Specific Plan, Development Agreement, including conditions of approval, and other existing and subsequent approvals granted by City and agreements between the Owner and the City in implementation of the Project, as the same may be amended from time to time, including amendments thereto, are herein collectively referred to as the "**Project Approvals."**

I. Section 53313.5 of the California Government Code provides that a community facilities district may finance the purchase of public facilities completed after the adoption of the resolution of formation establishing the community facilities district if the facilities have been constructed as if they had been constructed under the direction and supervision, or under the authority of, the local agency whose governing body is conducting proceedings for the establishment of the District. Compliance with the Original CFD Acquisition Agreement or this Agreement meets the requirements of Section 53313.5.

J. The purpose of this Agreement is to agree upon and implement the terms of Section 3.17 of the Development Agreement regarding the use of District funds to provide for the acquisition of Authorized Facilities, the issuance and sale of the bonds for the District to finance the design and acquisition of such Authorized Facilities and expenses incidental thereto and to provide the terms of any reimbursement to the Owner.

AGREEMENTS

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties agree as follows:

1. Establishment of District. The City has conducted proceedings pursuant to the Act for the establishment of the District. Such proceedings included but are not limited to, elections pursuant to Sections 53326 and 53327 of the California Government Code on (i) the question of the issuance of bonds for the District to finance the construction or acquisition of the aforementioned public facilities, (ii) the issue of annual levy of special taxes on all taxable property

within the District to finance the facilities authorized for the District according to a methodology approved by the City in the Rate and Method of Apportionment and Manner of Collection of Special Tax (the **"RMA"**) for the District in Resolution No. 25-277 adopted August 20, 2025, including payment of bonds of the District, payment of certain impact fees for facilities and for annual administrative expenses of the City and the District in levying and collecting such Special Taxes, paying the principal and interest on such Bonds and providing for the registration, exchange and transfer of such Bonds, costs of issuance, including the fees of fiscal agents and paying agents, and any necessary replenishment for the reserve fund for such Bonds, accumulation of funds for future Bond payments, and (iii) the question of the establishment of an appropriations limit for the District. Defined terms used herein, but not defined herein, shall have the meaning given that term in the RMA.

The District has an authorization to levy special taxes to support up to $92,000,000 of bonds for the District (the **"Bonds"**). Bonds for the District are expected to be issued in multiple series:

(i) first, being one or more series of Bonds issued during the Initial Bonding Period to finance Authorized Facilities, other than development impact fees that are subject to a Development Impact Fee Deferral; and

(ii) second, being one or more series of Bonds issued during the Deferral Bonding Period to finance the Development Impact Fee Deferral.

2. Sale of Bonds. During the Initial Bonding Period, the City shall proceed, as hereinafter provided, with the sale of Bonds (the **"Facilities Bonds**") in an aggregate amount to be determined by the City (consistent with Section 3.17 of the Development Agreement) for the primary purpose of generating money to pay for the cost of planning, design, construction and acquisition of authorized facilities (which are described in Exhibit B attached to the resolution of formation for the District, a copy of which, as to facilities for reimbursement, is also attached hereto as Exhibit A) (the "**Authorized Facilities**"), other than the deferred development impact fees. During the Deferral Bonding Period (which follows the Initial Bonding Period), the City shall, proceed with the sale of Bonds (the **"Deferral Bonds"**) issued for the sole purpose of financing the Development Impact Fee Deferral.

The following considerations shall be included in the determination of the principal amount of each series of Facilities Bonds:

(i) preserving a sufficient amount of bond authorization to finance the amount of Development Impact Fee Deferral reasonably anticipated by the City;

(ii) it should not be necessary to levy a Special Tax on any Developed Parcel to pay annual debt service on any Facilities Bonds following the date that occurs 30 years after the date of the first levy of Special Tax on such Developed Parcel (however, Special Taxes from such parcel would remain subject to the pledge for payment of all Bonds until all such Bonds are retired); and

(iii) if the aggregate amount of proceeds generated by all Facilities Bonds is insufficient to pay the full cost of all Authorized Facilities, the City will levy Special Taxes in amounts sufficient to fund such shortfall as Pay-As-You-Go Costs (and, to the extent such levy occurs during the Deferral Bonding Period, to also fund the repayment of any outstanding Deferral Bonds).

3. Tax Requirements. The City shall take all actions which, in the opinion of City's bond counsel, are necessary to conform to certain requirements of the Internal Revenue Code and regulations thereto in order to avoid classification of the Facilities Bonds as "arbitrage bonds" or the loss of tax exemption for the Facilities Bonds for any other reason. Nothing in this Agreement shall prevent the issuance of taxable Facilities Bonds.

4. Amounts to be Included in Facilities Bonds. The aggregate principal amount of the Facilities Bonds shall be determined by the City in consultation with the Owner and shall include an amount approved by the City to reimburse Owner in accordance with this Agreement for costs and expenses related to the design and construction of the Authorized Facilities. Reimbursement may also include certain indirect costs of the Owner related to establishment of the District and the design and construction of the Authorized Facilities; provided that the City shall determine the amount to be so reimbursed on the basis of detailed itemizations of costs provided by Owner and the decision of the City shall be final. In no event shall Owner be reimbursed from Facilities Bond proceeds for (i) in-house administrative overhead (except that Owner shall be entitled to payment equal to four percent (4%) of actual construction costs as and for project and construction management services), (ii) interest expense incurred by Owner on moneys advanced during the proceedings for formation of the District and issuance of Facilities Bonds, and during construction of the Authorized Facilities, and (iii) any other costs and expenses incurred by Owner which are not authorized by the Act.

The aggregate principal amount of the Facilities Bonds shall also include an amount needed to fund a reserve fund for the payment of principal of and interest on the Facilities Bonds as is determined by the City to be necessary and appropriate, capitalized interest on the Facilities Bonds, if requested by the Owner, for such period as the City shall determine is appropriate, the amount of the discount of the underwriter who purchases the Facilities Bonds, and other expenses incurred by the City in connection with the issuance and sale of the Facilities Bonds, including bond counsel fees, legal fees, fees of the bank which will act as transfer agent, registrar and paying or fiscal agent for the Facilities Bonds, other fees and costs normally incidental to the sale of bonds, and such other fees and costs enumerated in Section 53345.3 of the California Government Code as the City determines are necessary and appropriate.

5. Design; Reimbursements. Authorized Facilities to be acquired by the City shall be designed in conformance with all applicable City standards, requirements and the Development Agreement. Upon completion of the design of each such Authorized Facility to the satisfaction of the City and when Owner has paid to the City all applicable plan checking and other fees, the City shall notify Owner that the design of the Authorized Facility is completed and acceptable to the City. It shall be the responsibility of Owner, not the City, to determine the requirements for design and construction of Authorized Facilities to be acquired by or dedicated to other public agencies, and City's acceptance of Owner's design shall not relieve Owner of this responsibility.

Owner shall be reimbursed out of the proceeds of the sale of the Facilities Bonds and excess Special Tax for Owner's expenses incurred in designing the Authorized Facilities, including all applicable plan checking and other fees paid by Owner as provided above in this Section, subject to the City's determination of the amount to be so reimbursed pursuant to the terms hereof, and subject to the limitation that reimbursement in all cases is to be made from available bond proceeds of the District and from no other source. Pursuant to Section 3.5.2 of the Development Agreement, reimbursement for the cost of construction of all arterial roadways and underground facilities below such roadways, including design and plan check services, shall be made via progress payments, based on invoices for actual work constructed, for stages of the arterial

roadway improvements as described in Section 3.5.2 of the Development Agreement that have been signed off by City inspectors, and, for all other Authorized Facilities, in one or more lump sum payments only after City has received and approved all invoices for such services associated with any particular Authorized Facility.

Notwithstanding the preceding provisions of this Section, if the City determines that Owner is not proceeding with the design of the Authorized Facilities on a reasonable schedule which will enable the City to ensure that construction of all of the Authorized Facilities can be completed within the time specified in Section 6 hereof, the City may take over the design of the Authorized Facilities by giving Owner written notice thereof. Upon receipt of such a notice, Owner shall surrender to the City all plans and specifications which have then been completed or which are in progress.

If the City takes over the design of the Authorized Facilities as provided above, the City shall reimburse Owner from the proceeds of the sale of the Facilities Bonds a reasonable amount, as determined by the City, for the expenses incurred by Owner in connection with the design of the Authorized Facilities to the extent such expenses have not previously been reimbursed. The City's obligation to reimburse is only from and to the extent of funds remaining, after payment for the Authorized Facilities, to do so.

6. Construction for Acquisition. The City shall only be required to acquire from Owner those Authorized Facilities which will ultimately be owned by the City. Owner shall proceed with the construction of the Authorized Facilities in accordance with the approved plans and specifications.

For construction of Authorized Facilities under this Section, the Owner shall comply with all of the following requirements to ensure that the Authorized Facilities will be constructed as if they had been constructed under the direction and supervision, or under the authority of the City:

The plans and specifications, the bidding and contract award procedures, and the bidding and contract documents shall be approved by the City Engineer for conformance with City codes and policy.

Based on qualifications submitted by the contractors, the Owner, in consultation with the City Engineer, shall select a list of qualified bidders for each element of work. If the Owner determines that the nature of a particular element of the construction does not require a pre-qualified bid list, the Owner may allow a particular element of the work to be bid without a pre-qualified bid list.

(a) Owner shall receive and open bids, and report the results to the City Engineer. Any value engineering proposals shall be submitted to the City Engineer for approval. The City Engineer may, after consulting with Owner, require changes to the work in respect of the value engineering proposals, and Owner shall promptly order such changes. The City Engineer shall be consulted with respect to any proposed change to the originally-approved design. The contract or contracts for the construction of the Authorized Facilities shall be awarded to the responsible bidder(s) submitting the lowest responsible bid(s) for the construction of the Authorized Facilities, as determined by the Owner.

(b) Owner is required, and the specifications and bid and contract documents shall require all contractors and subcontractors, to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code and Government Code.

(c) All contractors and subcontractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Authorized Facilities.

(d) No contractor or subcontractor may be listed on a bid proposal for the Authorized Facilities unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. No contractor or subcontractor may work on the Authorized Facilities unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Owner shall be responsible for ensuring that these contractor registration requirements are adhered to since construction of the Authorized Facilities is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(e) Owner shall notify the Department of Industrial Relations within five (5) days of the award of the initial prime contract for the Authorized Facilities.

(f) Owner shall comply with all federal, state and local laws, ordinances and regulations applicable to the construction of the Authorized Facilities.

Owner shall cause the Authorized Facilities to be constructed in an expeditious manner so that construction of all such Authorized Facilities shall be completed by such date as may be required by the Development Agreement or upon which the City and Owner may agree; provided, however, that the construction of Authorized Facilities to be financed by a specific series of Facilities Bonds shall proceed and be completed so that the proceeds of such series of Facilities Bonds are expended for the construction or acquisition of such Authorized Facilities within three (3) years from the date of their issuance.

Collectively, it is the purpose of this Agreement and the Original CFD Acquisition Agreement to set forth the conditions for acquisition of the Authorized Facilities by the City. Facilities constructed pursuant to the Original CFD Acquisition Agreement (e.g., inspection, approval of costs, approval of requisitions, etc.) automatically and without further action satisfy the conditions for acquisition in this Agreement. To the extent that one or more of the conditions of the Original CFD Acquisition Agreement have already been satisfied, or actions required by the Original CFD Acquisition Agreement with respect to Authorized Facilities have already occurred, it shall not be necessary under this Agreement to demonstrate satisfaction of the conditions, or duplicate the actions previously taken. In clarification of the foregoing, in connection with an Authorized Facility, the parties agree that the requirements for retention, prevailing wage compliance, insurance, indemnity, maintenance amounts, etc. shall not be duplicative and to the extent that these conditions have been met under the Original CFD Acquisition Agreement they shall be considered met under this Agreement without any further action, and vice versa. In addition, the parties expressly agree that any portion of the Purchase Price of an Authorized Facility that was not paid by the Original CFD Funding Sources may be paid by the proceeds of Facilities Bonds and excess Special Taxes of the District under this Agreement.

7. Payment; Cost Overruns; Shortfalls. The City and Owner agree that it is in their mutual best interest for Owner to construct the Authorized Facilities with the understanding that the Authorized Facilities shall be dedicated to the City and the City shall pay the cost to construct

such Authorized Facilities to the extent funds are available from proceeds of the Original CFD Funding Sources and the sale of Facilities Bonds and from excess Special Taxes.

All cost overruns in the construction of the Authorized Facilities shall be the responsibility of the Owner, except those cost overruns due to unforeseeable construction conditions encountered in the field for which a City-approved change order has been issued, or due to change orders for additional or changed work required in writing by the City, which shall be reimbursed to Owner from the proceeds of the sale of Facilities Bonds or Special Taxes, as provided below. Any cost savings achieved in an element of any of the Authorized Facilities constructed in whole or in part with the proceeds of the sale of the Facilities Bonds shall be aggregated with all other such savings achieved throughout the District, and shall be used for any other element of the Authorized Facilities, as approved by the City.

The parties acknowledge and agree that any Gap Shortfall in the Original CFD Acquisition Agreement may be financed by the proceeds of the Facilities Bonds and excess Special Taxes of the District. The parties also acknowledge that a shortfall is expected to occur between (a) the cost of the Authorized Facilities and (b) the amount of the Original CFD Funding Sources and the acquisition funds generated from the sale of Facilities Bonds and the levy of excess Special Taxes prior to the date of acquisition (as adjusted, below) (each such shortfall hereafter referred to as the **"Gap Shortfall**"). Owner agrees that the existence of a Gap Shortfall at the time that the City acquires any Authorized Facilities shall not prevent the City from acquiring the Authorized Facilities; however, the City shall, subject to the limitations of the Maximum Annual Special Tax, cause the District to impose and collect Special Taxes on Developed Parcels in the District and in the Original CFD in amounts sufficient to repay the Gap Shortfall, the required debt service on any outstanding Facilities Bonds or Deferral Bonds, or both, and City administration costs associated therewith, and shall promptly apply such funds to the payment of outstanding Gap Shortfall following receipt of the funds (the **"Owner's Gap Payment**").

The amount of each outstanding Gap Shortfall shall be adjusted, annually on July 1, by the percentage change, if any, in the cost established by the Engineering News-Record Construction Cost Index for the United States Twenty (20)-City Average, averaged with the CCI for San Francisco ("**CC**I") between the month in which the City acquired the Authorized Facilities for which a Gap Shortfall occurred and the date of adjustment.

City and Owner agree that the provisions of this Section 7 satisfy the parties' obligations under Section 3.17.1.3 of the Development Agreement to enter into a shortfall agreement.

8. Inspection and Approval of Construction. The City shall provide such level of inspection of the progress of construction of the Authorized Facilities to be constructed by Owner for acquisition by the City as it deems necessary, and its inspectors shall have access to the construction sites at all times for the purpose of conducting their inspection. Owner and its contractors shall cooperate in every way with the City and its inspectors to ensure that they are afforded an adequate opportunity to inspect each and every phase of the progress of construction of each and every such Authorized Facility. Upon completion of the construction of an Authorized Facility (either in its entirety, or a portion thereof), constructed by Owner, and upon receipt of written notification from City's inspectors that construction thereof has been completed in accordance with the plans and specifications thereof and the City's standard requirements, and upon receipt of satisfactory proof, based on the records of Owner and the City and such certifications as the City may require, that the requirements of Section 6 hereof have been satisfied, the City shall notify Owner in writing that the construction of the Authorized Facility, or portion thereof has been satisfactorily completed; provided, however, that Owner, not the City,

shall be responsible for determining satisfaction of requirements of other public agencies with respect to the Authorized Facilities. Upon receiving such notification of a completed Authorized Facility, the City Clerk staff shall file with the County Recorder of the County of Placer a Notice of Completion pursuant to the provision of Section 9204 of the California Civil Code, and supply to Owner a duplicate copy of each such Notice of Completion showing thereon the date of filing with the County Records. The costs incurred by the City in inspecting and approving the construction of the bond financed Authorized Facilities may be paid or reimbursed from the proceeds of the sale of the Facilities Bonds for the District.

9. Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Section 8412 and 8414 of the California Civil Code, Owner shall provide to the City such evidence or proof as the City shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Authorized Facilities (or approved portion thereof) constructed by Owner for acquisition by the City have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation.

10. Acquisition; Maintenance. Upon completion of the construction of each Authorized Facility or portion thereof constructed by Owner for acquisition by the City, the City shall determine the acquisition price to be paid by the City for the acquisition of the completed Authorized Facility or portion thereof from Owner. The acquisition price as to each Authorized Facility or portion thereof shall include the actual cost of construction thereof as determined by the contract prices as set forth in contracts and purchase orders entered into by Owner with its contractors, and suppliers. Owner shall furnish to the City such proof of the amounts which Owner contends should be included in the acquisition price for a completed Authorized Facility or portion thereof as the City shall require, together with lien releases from all contractors and suppliers providing work and materials for the completed Authorized Facility or portion thereof in form satisfactory to the City. The City shall have ten (10) days to determine the acquisition price. The determination of the City as to the acquisition price for a completed Authorized Facility or portion thereof shall be final.

Subject to the final paragraph of Section 6, upon determining the acquisition price for a completed Authorized Facility or portion thereof, the City shall promptly notify Owner in writing of such acquisition price. Upon presentation by Owner to the City of such documents, including lien releases, as the City shall require as to the completed Authorized Facility or portion thereof, the City shall, within ten (10) days thereafter, pay from available proceeds of the sale of the Facilities Bonds and/or excess Special Taxes, the amount of the acquisition price for the completed Authorized Facility or portion thereof, but in the case of a completed Authorized Facility less a retention of 150% of the value of "Punch List" work not completed. The City shall hold the retention amount on all Authorized Facilities acquired until the Punch List work is completed and accepted by the City, at which time, the retention amount (or so much of the retention amount that was not applied by the City to the completion of the Punch List work) shall, upon the Owner's direction, be (1) promptly released to Owner, (2) promptly released to the appropriate contractor designated by the Owner or (3) retained by the City in lieu of the Owner obtaining a maintenance bond during the warranty period described below.

Subject to the final paragraph of Section 6, the administrative procedure to implement the foregoing is as follows. Owner shall notify the City Engineer that an Authorized Facility, or particular stage of an Authorized Facility, as provided in Section 3.5.1 of the Development Agreement, is complete and shall furnish proof of the amounts to be included in the acquisition price, together with lien releases. Development Services staff shall then inspect the Authorized Facility to confirm completion. Development Services staff shall then notify City's Finance

Department regarding completion and shall request payment to Owner. Within ten (10) days thereafter, and provided that the improvement has been conveyed to City or irrevocably offered for dedication, or, in the case of Authorized Facilities for which progress payments are provided for in the Development Agreement, invoices for actual work constructed have been presented by Owner to the City and the particular Authorized Facilities have been signed off by City inspectors, City shall issue payment to Owner in the requested amount, further provided and to the extent that funds are available, except that Owner shall choose one of the following options prior to release of the final five percent (5%): (1) City shall retain five percent (5%) of the total invoiced amounts until expiration of a warranty period of one-year from the date of completion for the subject Authorized Facility; or (2) Owner shall obtain a maintenance bond until expiration of the one-year warranty period for the subject Authorized Facility. Upon expiration of the one-year warranty period, the five percent (5%) retention shall be disbursed to Owner or the maintenance bond shall be released, less any amounts utilized by the City for warranty work. Notwithstanding the preceding provisions of this Section, the City will not pay for the acquisition of any Authorized Facilities or portion thereof unless and until the street, drainage or other utility rights of way where they are located have been irrevocably offered to the City for dedication, except in the case of Authorized Facilities for which progress payments are to be paid by City as provided for in Section 3.5.2 of the Development Agreement, based on invoices for actual work constructed that have been signed off by City inspectors.

Until an Authorized Facility, or portion thereof, is acquired by the City, Owner shall maintain it, and shall transfer it to the City free of any liens and in good operating condition. Upon the acquisition of an Authorized Facility, or portion thereof, by the City, the City shall, except as otherwise provided in the Project Approvals, become responsible for its maintenance, subject to any contractor's warranty or maintenance provisions of bonds required under the Final Map or other City approval, or under any other agreement.

The parties understand and agree that (A) the Owner has constructed, or will be constructing, Authorized Facilities prior to the availability of the proceeds of Facilities Bonds or excess Special Taxes that will be used to pay for such Authorized Facilities, (B) the City may have inspected, or will be inspecting, such Authorized Facilities and may have processed and completed, or will be processing and completing, payment requests for the payment on such Authorized Facilities with knowledge that there may be insufficient funding sources available at such time, (C) the Authorized Facilities may have been or may be conveyed to and accepted by the City when there are insufficient funding sources to pay the Purchase Prices of such Authorized Facilities, and (D) in any such case, the payment of any approved payment requests for the Purchase Prices of such Authorized Facilities are deemed deferred until there are sufficient funding sources available to pay the Purchase Prices of such Authorized Facilities, at which time the City will make such payments in accordance with this Agreement. At all times, the Owner has, or will be, constructing such Authorized Facilities with the expectation that the Purchase Prices for such Authorized Facilities will be paid from the proceeds of Facilities Bonds or excess Special Taxes. The conveyance of Authorized Facilities to the City pursuant to the Original CFD Acquisition Agreement or this Agreement prior to receipt of the Purchase Prices for such Authorized Facilities shall not be construed as a dedication (unless the transfer states so explicitly and in writing) or gift, or a waiver of the payment of the Purchase Prices, or any part thereof, for such Authorized Facilities; nor shall it be construed as an obligation of City to be paid by any source other than the proceeds of the Original CFD Funding Sources and the Facilities Bonds or excess Special Taxes.

11. Indemnification; Insurance. Owner shall defend, indemnify and hold harmless the City, the District, and their officers, agents and employees from any and all liability, cost and

expense in connection with the construction of the Authorized Facilities to be constructed by Owner for acquisition by the City, including, but not limited to, liability, costs, expenses and claims arising, under the procedures set forth in Section 6 of this Agreement. Owner shall also defend, indemnify and hold harmless the City, the District, and their officers, agents and employees from any and all liability, cost and expense in connection with the ownership of the Authorized Facilities to be constructed by Owner for acquisition by the City prior to the time the City accepts the Authorized Facilities, whether or not such Authorized Facilities are to be acquired with bond proceeds; provided that the Owner shall not be responsible for liability arising from the negligence or willful misconduct of the indemnified parties and provided further that the Owner shall not be liable for double indemnity due to the inclusion of indemnity obligations in this Agreement and in the Original CFD Acquisition Agreement. Owner shall procure and provide or cause contractor to procure and provide, until construction of all of the Authorized Facilities to be constructed by Owner is completed and acceptance thereof by the City has occurred, a commercial general liability insurance, in a form acceptable to the City, naming the City, the District and their officers, agents and employees as additional insureds, having a single aggregate liability limit as to all coverages provided thereby in the amount of Two Million Dollars ($2,000,000). Before commencing the construction of any Authorized Facility, Owner shall provide or cause contractor to provide the City with a certification of insurance and endorsement as to such insurance in a form acceptable to the City, and Owner shall upon each renewal of such insurance policy provide the City with a new certificate of insurance with respect thereto.

Owner shall also furnish or cause contractor to furnish to the City, prior to commencing the construction of any Authorized Facility to be constructed by Owner for acquisition by the City, a certificate of insurance evidencing that Owner has procured and has in force a current policy of workers' compensation insurance in compliance with California law as to all workers to be employed by Owner in connection with the design and construction of the Authorized Facilities. Owner shall require each person, firm or corporation with whom it contracts in connection with the design and construction of the Authorized Facilities to provide and maintain such workers' compensation insurance and a commercial general liability insurance in the amount hereinabove specified and in a form acceptable to the City. Owner shall provide to the City proof, in such form and at such intervals as set forth below, that each contractor with whom it contracts has procured and is maintaining such insurance. However, the Owner shall not be required to provide more than one insurance policy due to the inclusion of insurance obligations in this Agreement and in the Original CFD Acquisition Agreement.

Upon the execution of each contract with each person, firm or corporation with whom Owner contracts in connection with the design and construction of the Authorized Facilities and prior to permitting any such person, firm or corporation to commence work under such contract, Owner shall provide or cause contractor to provide to the City a certificate from the insurance providers for each such contractor that the contractor has in force the insurance policies required of it under this Section 11, that the City is named as an additional insured on the commercial general liability insurance of such contractor, and that the policies will not be canceled or allowed to lapse without 30 days written notice to the City.

The premiums paid by Owner for the insurance required by this Section may be included in the acquisition price to be paid by the City for the Authorized Facilities to be constructed by Owner as an incidental cost.

12. Ownership of Facilities. Notwithstanding that some of the Authorized Facilities to be constructed by Owner for acquisition by the City may be constructed in dedicated street rights-of-way or on property which has been or will be dedicated or offered for dedication to the City,

District or Public Utility, such Authorized Facilities or any portion thereof shall be and remain the property of Owner, and Owner shall be responsible for any loss or damage thereto or liability arising therefrom, until they are acquired by the City or other agencies as provided in the preceding Sections of this Agreement. Such ownership by Owner shall likewise not be affected by any agreement which Owner may enter into with the City pursuant to the provisions of the Subdivision Map Act, Section 66410 et seq. of the California Government Code, which may contain or include provisions with respect to the construction and ownership of public facilities which may seem to be contradictory to the provision of this Agreement, and the provisions of this Section shall control.

13. Improvement Security. Notwithstanding any other provisions of this Agreement, Owner shall be required to agree to construct and to secure or cause contractor to secure the construction and completion of construction of the Authorized Facilities, or portions thereof, as a condition precedent to the approval of subdivision or parcel maps for portions of the Phase 5 Property as required by the City pursuant to Section 66462 and Sections 66499 through 66499.10 of the Government Code.

The aggregate principal amount of the improvement bonds or other security provided by Owner or contractor pursuant to this Section shall be reduced by such amount as the City shall determine is appropriate upon receipt of the proceeds from the sale of the Facilities Bonds. The amount of the reduction of such aggregate principal amount shall be determined by the City based on the amount of each such improvement bond or other security which relates to the Authorized Facilities to be constructed or acquired with the proceeds of the sale of the Facilities Bonds. The foregoing provisions notwithstanding, upon the issuance and proceeds from the sale of the Facilities Bonds, Owner shall not be required to post any other security for roadway Capital Improvement Program improvements as provided in Section 3.5.4.2 of the Development Agreement.

All subdivision and performance bonds shall provide, among other things, that the principal thereof whether that be Owner or its contractor(s), guarantees that the completed Authorized Facilities shall be free from defects resulting from faulty workmanship and materials for a period of one year from the date of acceptance by the City, and the obligation of the surety shall extend to the fulfilling of that guarantee. At the end of said one year period and subject to certification of the City Engineer that any defects have been corrected, the obligation of the principal and surety named therein shall cease.

However, the Owner shall not be required to provide more than one set of improvement security due to the inclusion of improvement security provisions in this Agreement and in the Original CFD Acquisition Agreement.

14. Failure to Complete Construction. Notwithstanding the preceding provisions, of this Agreement, if Owner fails to expeditiously prosecute the construction of the Authorized Facilities to be constructed by Owner for acquisition by the City, the City shall have the right and may elect to take over the construction of such Authorized Facilities, or any part thereof, if City determines it is necessary for City to so proceed in order to protect the City's interests. If the City elects to so proceed, it shall notify Owner in writing that if Owner does not satisfy the City that construction is proceeding expeditiously on the construction of an Authorized Facility within thirty (30) days after receipt of such notice, the City will take over the construction of such Authorized Facilities. If after receiving such a written notification Owner does not satisfy the City that it is proceeding expeditiously to construct that portion of the Authorized Facilities identified in the written notification to the satisfaction of the City, within thirty (30) days from the date of receipt

thereof, Owner shall relinquish to the City all design documents, and shall cooperate with the City in every way to ensure that the construction of the Authorized Facilities will be completed expeditiously.

Notwithstanding the provisions of this Section, the only sources of funds to be utilized by the City for the construction of any such Authorized Facilities shall be (i) the Original CFD Funding Sources, (ii) the proceeds of the sale of the Facilities Bonds and, at City's discretion, (iii) Special Taxes in excess of that required to pay debt service on Facilities Bonds or Deferral Bonds, or both, (iv) the proceeds of applicable City development fees collected pursuant to the applicable codes, ordinances and policies of the City, including development fees paid through levies of the special taxes of the District, (v) proceeds from the sale of the bonds of another community facilities district or assessment district established over and including property in the City, (vi) interest earnings on the reserve fund for the Facilities Bonds, to the extent such earnings are determined by the City to be available for construction of the Authorized Facilities, (vii) the Owner's subdivision bond or bonds to the extent applicable, (viii) any other performance security that may have been provided by the Owner, and (ix) the Owner's and/or contractors' performance bonds. To the extent that the Original CFD Funding Sources and the proceeds of the sale of the Facilities Bonds and such other funds may be insufficient to pay for the construction of an Authorized Facility which will be constructed by the City pursuant to this Section, the City may either construct only those Authorized Facilities which can be constructed within the total of the amounts of the proceeds from the sale of the Facilities Bonds and such other funds which are available therefor, or the City may proceed to complete the Authorized Facilities and charge the Owner, the Owner's bond or any contractor's bond for the costs thereof.

15. Owner Responsibility for Satisfaction of Improvements required by Conditions of Approval. If the aggregate principal amount of the Original CFD Funding Sources and all Facilities Bonds and excess Special Taxes are not sufficient to construct and acquire all of the Authorized Facilities, Owner shall nevertheless construct and dedicate to the City the Authorized Facilities required by the Development Agreement, and the City may require such assurances of performance as the City deems appropriate.

16. Construction of Other Facilities. Owner shall also proceed expeditiously with the design and construction of the other improvements and facilities, other than the Authorized Facilities, which are necessary to the development of the Phase 5 Property and the provision of municipal services within the District and to the residents therein. Such other public improvements and facilities shall be designed and constructed on a schedule which will not delay or interfere in any way with the design and construction of the Authorized Facilities. The provisions of this Section shall not supersede those of any other agreement between Owner and the City.

17. Development Schedule. Owner shall also proceed with the construction of the Authorized Facilities with all commercially reasonable diligence to ensure that such development is completed in a reasonable time. If Owner does not so proceed with the development of the Phase 5 Property, the City may take action as specified in Section 14 hereof and, in addition, may withhold payment of acquisition costs hereunder.

18. Binding on Community Facilities District. The District shall automatically become a party to this Agreement to the extent permitted by California law, and all provisions hereof which apply to the City shall also apply to the District. The City Council of the City, acting for the District, shall perform all parts of this Agreement which require performance on the part of the District.

19. Assignment. Owner may not assign this Agreement or any right or duty hereunder to a non-affiliated assignee without the express written approval of the City. The City may condition any such approval on proof of the financial responsibility and experience of a proposed assignee to undertake and perform the duties and responsibilities of Owner under this Agreement. The City's approval of an assignment of this Agreement and the rights and duties of Owner hereunder shall not be unreasonably withheld. Notwithstanding the foregoing, Owner may, by written direction to the City, designate any other person or entity to receive disbursement of moneys otherwise due to the Owner hereunder.

20. Prompt Action. All consents, approvals and determinations required of either the City or Owner pursuant to this Agreement shall be promptly given or made, and shall not be unreasonably withheld.

21. General. This Agreement contains the entire agreement between the parties with respect to the matters herein provided for, and may be amended by a subsequent written agreement signed on behalf of both parties. This Agreement is for the exclusive benefit of Owner and the City and shall not be construed to confer any rights or benefits upon any persons other than the City and the Owner. This Agreement shall, however, inure to the benefit of and be binding upon the successors and assigns of the parties. This Agreement shall be construed and governed by the Constitution and laws of the State of California. Should either party to this Agreement commence a court action or proceeding against the other party with respect to this Agreement or the design and acquisition or construction of the Authorized Facilities, the Party prevailing in such action or proceeding shall be entitled to receive from the losing party its attorney's fees, expert witness fees, court costs, and other costs incurred by it in prosecuting or defending such action or proceeding; provided, however, no party shall be liable for more than the actual attorney's fees due to the inclusion of attorney's fees provisions in this Agreement and in the Original CFD Acquisition Agreement. The captions of the sections of this Agreement are provided for convenience temporarily, and shall not have any bearing on the interpretation of any section hereof. This Agreement may be executed in several counterparts, each of which shall be an original of the same Agreement.

[SIGNATURE BLOCK NEXT PAGE]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, 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 OWNER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation, for and on behalf of the City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities)

By: _____
DOMINICK CASEY
City Manager

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, a Washington limited partnership

By: Anthem United Creekview Management, LLC,
a Washington limited liability company,
its General Partner

By: _____
Brian Moore
Vice President

By: _____
Matt Gustus
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

LIST OF AUTHORIZED FACILITIES

Transportation Improvements

Public roadway improvements designed to meet the needs of the project, including those improvements identified in the project Development Agreement (DA) Section 3.5.2, including but not limited to:

- Creekview Plaza Drive.
- Westbrook Boulevard.
- Westpark Boulevard.
- Blue Oaks Boulevard.

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; and the following:

- Water lines in/associated with authorized facility roads.
- Well construction or financial contributions thereto on, but not limited to, Specific Plan Parcel C-84.
- Recycled water lines in/associated with authorized facility roads.
- Recycled water distribution facilities as required by DA Section 3.9.

Drainage System Improvements

Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage

facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage; and the following:

- All storm drain lines and facilities in/associated with authorized facility roadways.
- Retention, detention, hydro-modification, and other drainage facilities.

Wastewater System Improvements

Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; odorcontrol facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements, including but not limited to:

- All wastewater facilities in/associated with authorized facility roadways.
- Off-site Sewer outfall lines in Westbrook Boulevard and in the unnamed access road north of parcel W-60 in the West Roseville Specific Plan and the Pleasant Grove Wastewater Treatment Plant.
- Off-site Sewer lines (DA Section 3.25).

Park, Landscape Corridor and Paseo Improvements

Authorized facilities include any and all improvements to parks, landscape corridors and paseos located in the project, including but not limited to:

- Construction of Park Sites planned on Specific Plan Parcels C-60, C-61, C-62, C-63
- Construction of Paseos.

Open Space Improvements

Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on-and off-site hawk/raptor mitigation, agricultural mitigation or wetland mitigation, property acquisition, endowment payments for open space management, landscaping and irrigation, access gates and fencing, and related open space improvements, including but not limited to:

- Improvements related to Specific Plan Parcels C-50, C-51, C-52, C-53, C-54.
- Wetland creation mitigation, fencing, etc.

Utilities

Authorized facilities include any and all on- and off-site utility improvements designed to meet the needs of development of the project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized facilities also shall include costs related to the acquisition of the electric substation site; site clearing; grading; street frontage improvements, including curbs, gutters, and paving; and construction of an all-weather access road to the site from the nearest public street or extension of temporary 12kV overhead lines as described in the project DA, including but not limited to:

• Electric Substation site acquisition, and improvements required by DA Section 3.11.3.

• Off-Site electric facilities as described in DA Section 3.11.2.

Other Public Facilities

Authorized facilities include any and all public facilities or infrastructure, including the project's pro-rata contribution to the land acquisition, site clearing, grading, and street frontage improvements including curbs, gutters, and paving, including, but not limited to:

• Class 1 bike trail construction.

Development Impact Fees

Authorized facilities include development impact fees paid and not otherwise reimbursed, whether City fees, County fees or standard K-12 school fees levied at the time of the issuance of a building permit or required as part of the DA or Mitigation Agreement for the property. Fees include, but are not limited to, the South Placer Regional Transportation Authority Tier II Traffic Fee, City of Roseville City-Wide Park and Bike Trail Fee, City of Roseville Public Facilities Fee, and Public Benefit Fee (as defined in Section 3.14.3 of the DA for the property).

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.

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER ____, 2025

NEW ISSUE–FULL BOOK ENTRY **NOT RATED**

In the opinion of Jones Hall LLP, San Mateo, California, 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.

$_____*
CITY OF ROSEVILLE
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
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 the City of Roseville Creekview Phase 5 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 _____, 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, (iii) pay capitalized interest on the 2025 Bonds through and including September 1, 2026, and (iv) 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. The 2025 Bonds represent the first series of special tax bonds. 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 the District, 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 the District. 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 the District and subject to the Special Tax is proposed for development into 285 taxable residential units which represents "Phase 5" of the "Winding Creek" development ongoing within the Creekview Specific Plan, located in the northwest portion of the City. The master developer of the project has 285 taxable lots in the District under contract for sale to two merchant builders, as described herein. See "THE DISTRICT," "THE MASTER DEVELOPER."

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. THE 2025 BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the 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, San Mateo, California, Bond Counsel. Certain legal matters will also be passed on by Jones Hall, as Disclosure Counsel, Stradling, Yocca, Carlson & Rauth LLP, Newport Beach, California, 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 December ___, 2025.

[Piper Sandler logo]

The date of this Official Statement is _____, 2025.

_____
* Preliminary; subject to change.

CITY OF ROSEVILLE
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2025

MATURITY SCHEDULE

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† (_____)

$_____ _____% 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 Underwriter, the Municipal Advisor, 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
Michelle Sheidenberger, City Attorney
Carmen Avalos, City Clerk

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Special Tax Consultant and 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

$_____*
CITY OF ROSEVILLE
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
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**") of bonds (the "**2025 Bonds**") for its Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (the "**District**").

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See APPENDIX F.

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 provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311, *et seq*., of the Government Code of the State of California) (the "**Act**") and pursuant a resolution adopted by the City Council on _____, 2025 (the "**Resolution of Issuance**") and a Fiscal Agent Agreement dated as of _____ 1, 2025 (the "**Fiscal Agent Agreement**"), between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "**Fiscal Agent**").

The City. The City is located in the County of Placer (the "**County**"), which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and unincorporated County to the east and west. For

* Preliminary; subject to change.

economic and demographic information regarding the area in and around the City, see "APPENDIX C – The City of Roseville and Placer County."

Formation of the District. On August 20, 2025, the City Council of the City (the "**City Council**"), as legislative body of the District, adopted a Resolution of Formation (the "**Resolution of Formation**"), which established the District under the Act to authorize the levy an annual 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.

The Development. Land in the District represents a portion of the larger "Winding Creek" development (the "**Winding Creek Development**") ongoing within the Creekview Specific Plan, which is located in the northwest portion of the City. Land within the District was originally within the northwestern part of a future annexation area of the City's Creekview Community Facilities District No. 1 (Public Facilities) (the "**Prior Phases CFD**") formed in 2019 at the request of Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the "**Master Developer**"). Bonds for Improvement Area No. 1 of that district were issued in September 2020 and December 2021 in the total amount of $23,405,000 and bonds for Improvement Area No. 2, which was designated in 2022 from the future annexation area of that district, were issued in July 2023 and December 2024 in the total amount of $28,105,000. *Although the Prior Phases CFD is within the same development project, the special tax of the Prior Phases CFD does not secure the 2025 Bonds.*

The Master Developer is the master developer of all phases of the Winding Creek Development, now comprising both the District and the Prior Phases CFD. All of the 544 homes in Improvement Area No. 1 of the Prior Phases CFD, which represents "Phase 1" and "Phase 2" of the project, were sold and closed to individual homeowners by the end of 2024. Home building and sales on the 561 lots in Improvement Area No. 2 of the Prior Phases CFD, which represents "Phase 3" and "Phase 4" of the project, are underway with homes being actively marketed and sold by merchant builders Lennar Homes, Meritage, Woodside, DR Horton, Beazer, and Tri Pointe.

Land within the District represents "Phase 5" of the project, and is final mapped for 285 single-family residential units, as described herein. The Master Developer has all of the 285 taxable lots in the District under contract for sale to merchant builders Tri Pointe Homes Holdings, Inc., a Delaware corporation ("**Tri Pointe**") and Taylor Morrison of California, LLC, a California limited liability company ("**Taylor Morrison**") (together, the "**Expected Phase 5 Merchant Builders**"). Closing of the land sales to the Expected Phase 5 Merchant Builders (or their land bank) is scheduled to be completed by December 2025. Tri Pointe has bought lots in previous phases of the Winding Creek Development for homebuilding and is continuing its development; Taylor Morrison is a homebuilder new to the project. See "THE DISTRICT."

All of the 285 lots are expected to be in "finished lot" condition prior to the closing with the Expected Phase 5 Merchant Builders. The Master Developer expects sales and closings by the Expected Phase 5 Merchant Builders to individual homeowners to be underway beginning in the Summer of 2026. For additional details, see "THE DISTRICT."

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.

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."

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, consisting of infrastructure for all phases of the development, 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 to pay costs of issuance and to pay capitalized interest through and including September 1, 2026.

Security and Source of Payment. As security for the payment of the 2025 Bonds, a facilities special tax (herein the "**Special Tax**") applicable to each taxable parcel is being levied in the District. The 2025 Bonds and any Additional Bonds that may be issued in the future pursuant to the terms of the Fiscal Agent Agreement (collectively, the "**Bonds**") are payable from the "**Special Tax Revenues**," consisting of the proceeds of the Special Taxes received by the City from the property in the District, 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.

Special Taxes will be levied and collected according to the facilities tax liability determined by the City Council through the application of the Rate, Method of Apportionment, and Manner of Collection of Special Tax for the District (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; 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 OF THE BONDS – Special Tax Methodology."

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."

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 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. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – 2025 Reserve Account of the Reserve Fund."

Estimated Value of Taxable Property. Taxable property in the District 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 the District, which sets forth an aggregate value of taxable property currently in the District of $62,544,000, as of October 1, 2025. The appraised value 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 THE DISTRICT – The Appraisal" and APPENDIX B.

The estimated value of taxable property in the District ($_____) is ____* times the $_____* aggregate principal amount of direct and overlapping bonded indebtedness in the District (consisting of $_____* for the 2025 Bonds, plus overlapping general obligation bond debt of $_____). This is based on the entirety of the District, the value to lien ratio for individual parcels will vary from the average. See "VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios."

Future Parity Bonds. The maximum authorized indebtedness for the District is $92,000,000, and the 2025 Bonds represent the first series of special tax bonds issued under this authorization. The authorized indebtedness limit was established to additionally allow the City to utilize a portion of the available authorized amount for the funding of certain deferred impact fees owed to the City, as described below. Additional Bonds are anticipated to be issued for the acquisition and/or construction of additional Improvements. Bonds for the deferred impact fees are not expected to be issued during the time the 2025 Bonds are outstanding.

Use of Bond Authorization for Development Impact Fee Deferral Bonds. In connection with the approval of development in the District, 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 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 have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized

* Preliminary; subject to change.

by the City as a means therefor. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds."

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. 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 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 the District 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 Bond Fund[(1)]	
Deposit to 2025 Reserve Account of the Reserve Fund[(2)]	
Costs of Issuance[(3)]	
Total	$

(1) To pay capitalized interest on the 2025 Bonds through and including September 1, 2026.
(2) Equal to the initial Reserve Requirement for the 2025 Bonds.
(3) 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:

Redemption Dates	Redemption Price
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:

Redemption Dates	Redemption Price
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 the District is not less than 110% of Maximum 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 of Bonds is pledged to secure the repayment of the applicable Series of Bonds, 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 the District 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 the District. 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 the District, 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 XIIIA of the California Constitution, pursuant to Section 4 thereof as a "special tax" authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City 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 the District, 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 the District

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) to 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;

(v) the amount needed to (1) cure any delinquencies in the payment of the Facilities Special Taxes in the prior Fiscal Year, (2) to fund any foreseeable deficiency of

the amount to be available for the payment of Facilities Special Taxes 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 the District. 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. 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 the District. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See "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 the District, "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 has been repaid in full to the City either through special taxes collected or through the issuance of future series of bonds to pay the Deferred Impact Fees 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 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 a portion 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 the District), 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. Land in the District also includes ____ units designated as affordable units as part of "phase 5" of the project, which are not subject to the Special Tax and provide no security for repayment of the Bonds.

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 the District; 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 the District 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 the District, then each "Large Lot Parcel" in the District, then each "Undeveloped Parcel" in the District. See "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

CFD Revenues Fiscal Year 2025-26

Large Lot	APN	Land Use	Units	Maximum Annual Special Tax/Unit [1]	Maximum Annual Special Tax/Large Lot [1]
C-1	496-610-001-000	LDR	94	$4,284	$402,696
C-2	496-610-002-000	LDR	52	$4,182	$217,464
C-3	496-610-003-000	LDR	78	$4,080	$318,240
C-4	496-610-004-000	LDR	61	$3,978	$242,658
Totals			**285**		**$1,181,058**

(1) Increased by the Tax Escalation Factor each year following the Base Year.
Source: EPS.

The City covenants in the Fiscal Agent Agreement to fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Rate and Method. 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 the District. 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 include a pay-as-you-go component in an amount equal to the Maximum Annual Facilities Special Tax on Developed Parcels, 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 Transition Event, and thereafter will no longer be levied. See "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" and for a table showing the Maximum Annual Facilities Special Tax by tax category 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 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 the District) 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 the District 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 the District in such Fiscal Year, but property owned by any single property owner in the District is delinquent cumulatively by an amount equal to four installment payments with respect to the current and past Special Tax due, then the City will institute, prosecute and pursue such foreclosure proceedings 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 the District subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund. 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 THE DISTRICT – 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

The Reserve Fund has been established under the Fiscal Agent Agreement, 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, the 2025 Reserve Account will be established within the Reserve Fund for the benefit of the holders of the 2025 Bonds. The 2025 Reserve Account is available solely for the payment of debt service on the 2025 Bonds and not for any Additional Bonds.

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 an account within 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 an account within 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 Financial Services LLC or Moody's Investors 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 2025 Reserve Account exceeds the amount required to redeem or pay the Outstanding 2025 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 2025 Reserve Account to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the 2025 Bonds. If the amount so transferred from the 2025 Reserve Account to the Bond Fund exceeds the amount required to pay and redeem the 2025 Bonds, the balance in the 2025 Reserve Account 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 authorize the issuance of up to $92,000,000 of special tax bonds for the District, of which the 2025 Bonds represent the first series. The authorized indebtedness limit was established to additionally allow the City to utilize a portion of the available authorized amount for the funding of certain deferred impact fees owed to the City, as described in the following paragraph. Additional Bonds are anticipated to be issued for the acquisition and/or construction of additional Improvements.

In connection with the approval of development in the District, the City has agreed that payment of certain impact fees owed by the Master Developer and merchant builders in the District 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 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 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.

The City may by a Supplemental Agreement, authorize the issuance of one or more additional series of Bonds (previously defined as the "**Additional Bonds**") payable from Special Taxes and secured by the Special Tax Revenues on a parity with the 2025 Bonds 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 (which are net of 1% County collection charge), 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 the District 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 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 the District, 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 the District (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 the District 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 subject to the Special Tax against which the 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 or Additional Bonds secured on a subordinate basis to the Bonds.

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
Creekview Phase 5 Community Facilities District No. 1 (Public Facilities)
2025 Bonds – Annual Debt Service

Year Ending (Sept. 1)	2025 Bonds Principal	2025 Bonds Interest	2025 Bonds Total
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			

Source: 2025 Bonds debt service provided by the Underwriter.

The table below shows the projected debt service coverage on the 2025 Bonds for Fiscal Year 2026-27 based on the status of development as of October 2025.

City of Roseville
Creekview Phase 5 Community Facilities District No. 1
(Public Facilities)
Projected Debt Service Coverage – Fiscal Year 2026-27

Fiscal Year Levy	Total Maximum Special Tax Revenue	Less: 1% Priority Admin (County)	Net Annual Special Tax Revenues	Proposed Series 2025 Bond Debt Service*	Estimated Coverage*
2026-27	$1,204,679	($12,047)	$1,192,632		

* Preliminary; subject to change.
Sources: EPS for special tax data; Underwriter for debt service and coverage.

THE CREEKVIEW SPECIFIC PLAN

The taxable property within the District is within the Winding Creek Development in the Creekview Specific Plan (the "**Creekview Specific Plan**"). The overall Creekview Specific Plan area is planned for 1,464 single-family units, 547 multi-family units, approximately 9.2 acres of commercial land, 15.8 acres of parks, 136.9 acres of open space, as well as a 7-acre school site and various public/quasi-public land uses.

The Creekview Specific Plan land area is located in the City, in southwestern Placer County; specifically, it is bounded by Blue Oaks Boulevard (along the Phillip Road alignment) within the West Roseville Specific Plan (WRSP) on the south, the Fiddyment Ranch portion of the WRSP to the east, the Amoruso Ranch Specific Plan to the north, and the City of Roseville's Al Johnson Wildlife Area property to the west.

The intent of the Creekview Specific Plan is to promote the systematic and orderly development of the plan area. All subsequent development projects and related activities in the Creekview Specific Plan area are required to be consistent with the Creekview Specific Plan. The Creekview 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 the Creekview Specific Plan at adoption, and is a component of the Creekview Specific Plan. The full text of the Creekview Specific Plan is available on the City's website.

Land Use Concept. The Creekview Specific Plan is planned primarily as a residential community, while also providing recreation, open space, employment and educational opportunities. The primary elements that comprise the form of the Creekview Specific Plan land use plan include a commercial area, residential neighborhoods and park/open space areas, as described below.

Blue Oaks/Westbrook Commercial – The intersection of Blue Oaks Boulevard and Westbrook Boulevard creates the plan area's best opportunity for commercial uses, anticipated to consist of community commercial, business professional and related uses. These uses are anticipated to support approximately 190,000 square feet of commercial/business uses, including a grocery store, drug store, retail services, personal services and professional offices.

Residential Neighborhoods – A variety of housing styles similar to that found elsewhere in the City are planned. The neighborhoods are generally divided by the geography of the site into four irregularly-sized quadrants. Each quadrant has its own adjacent land uses, natural resources and circulation requirements.

Parks and Open Space – Approximately 30% of the plan area is planned for park and open spaces use, which is equivalent to 28 acres of park and open space per 1,000 residents. Open space corridors provide for passive recreation opportunities, preservation of significant resources, viewsheds, potential floodwater conveyance and retention, resource mitigation, wildlife movement corridors, and can function to improve the interface between uses.

Maps. Maps showing the region and local area where the District is located, as well as the boundaries of the District follow.

[Map 1 – Regional Area Map]

[Map 2 – Overall project map or aerial?]

THE DISTRICT

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.

The Winding Creek Development

General. Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the "**Master Developer**"), is the master developer of the "Winding Creek" project (herein, the "**Winding Creek Development**"), located north of Blue Oaks Boulevard and west of the Fiddyment Farm development, within the Creekview Specific Plan in the northwest part of the City. The Master Developer has entitled the Winding Creek Project for sale to merchant builders. See "THE CREEKVIEW SPECIFIC PLAN" above.

The Winding Creek Development consists of three financing districts:

1. Phase 1 comprises Villages C-10, C-11, C-13, C-14, C-15, C-23, and C-24 and consists of 280 lots ("**Phase 1**"). Phase 2 comprises Villages C-12, C-25, C-16, and C-17 and consists of 264 lots ("**Phase 2**"). Both Phase 1 and Phase 2 are located in Improvement Area No. 1 of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the **"Prior Phases CFD"**) formed in 2019. Bonds for Improvement Area No. 1 of the Prior Phases CFD were issued in September 2020 and December 2021 in the total amount of $23,405,000. By the end of 2024, all 544 homes in Phase 1 and Phase 2 were built and closed to homeowners by various merchant builders, including K. Hovnanian, Meritage, D.R. Horton, and Richmond American. ***This information is provided for background only; the property in Phase 1 and Phase 2 do not serve as security for the 2025 Bonds.***

2. Phase 3 comprises Villages C-5, C-9, C-21, and C-22 and consists of 330 lots ("**Phase 3**"). Phase 4 comprises Villages C-6, C-7, C-8, and C-20 and consists of 231 lots ("**Phase 4**"). Both Phase 3 and Phase 4 are located in Improvement Area No. 2 of the Prior Phases CFD. Bonds for Improvement Area No. 2 of the Prior Phases CFD were issued in July 2023 and December 2024 in the total amount of $28,105,000. Home building and sales on the 561 lots in Improvement Area No. 2 are underway and being carried out by various merchant builders, including Lennar Homes, Woodside, D.R. Horton, Meritage, Beazer, and Tri Pointe. ***This information is provided for background only; the property in Phase 3 and Phase 4 do not serve as security for the 2025 Bonds.***

3. Phase 5 comprises Villages C-1, C-2, C-3, and C-4 and consist of 285 lots. Phase 5 is located in the District. The property in Phase 5 is security for the 2025 Bonds, and is further described below.

Development of Phase 5

Backbone Infrastructure. The Master Developer has constructed all of the backbone and in-tract infrastructure necessary for home development in the District.

Final Map Status. Land within the District represents Phase 5 of the project and is mapped for 285 single-family residential units, as shown in the table below:

Phase 5 Final Map Status
As of October 10, 2025

Village	Date of Final Map Recorded	Number of Lots
C-1	July 29, 2025	94 Lots
C-2	July 29, 2025	52 Lots
C-3	July 29, 2025	78 Lots
C-4	July 29, 2025	61 Lots
		285

Pending Sales to Merchant Builders. Of the planned 285 taxable lots in the District, all 285 are under contract to the Expected Phase 5 Merchant Builders (as defined below):

Taylor Morrison. The Master Developer entered into a Purchase and Sale Agreement (the "**Taylor Morrison PSA**") with Taylor Morrison of California, LLC, a California limited liability company ("**Taylor Morrison**"), for the purchase of the 146 lots in Village C-1 and Village C-2. The terms and conditions of the Taylor Morrison PSA provide, in general, as follows:

- Taylor Morrison had until a certain date to perform due diligence on the lots, after which time a deposit in the amount of 10% of the purchase price became non-refundable. The due diligence period for Taylor Morrison for Village C-1 expired on September 26, 2025, and its due diligence has been completed. The due diligence period for Taylor Morrison for Village C-2 expired on August 22, 2025, and its due diligence has been completed.

- The Master Developer must deliver the applicable lots in "finished lot" condition (meaning the final map has been recorded and the lots are graded with utilities stubbed to the lot line ready for service upon completion of the single-family residence). The Master Developer anticipates that all of the lots in Village C-1 and Village C-2 will be in finished lot condition ready for conveyance to Taylor Morrison on December 9, 2025.

Tri Pointe. The Master Developer entered into a Purchase and Sale Agreement (the "**Tri Pointe PSA**") with Tri Pointe Homes Holdings, Inc., a Delaware corporation ("**Tri Pointe**" and together with Taylor Morrison, the "**Expected Phase 5 Merchant Builders**"), for the purchase of the 139 lots in Village C-3 and Village C-4. The terms and conditions of the Tri Pointe PSA provide, in general, as follows

- Tri Pointe has until a certain date to perform due diligence on the lots, after which time a deposit in the amount of 10% of the purchase price becomes non-refundable. The due diligence period Tri Pointe for Village C-3 expired on September 2, 2025, and its due diligence has been completed. The due diligence period for Tri Pointe for Village C-4 expires on October 27, 2025.

- The Master Developer must deliver the applicable lots in "finished lot" condition (meaning the final map has been recorded and the lots are graded with utilities stubbed to the lot line ready for service upon completion of the single-family residence). The Master Developer anticipates that all of the lots in Village C-3 and Village C-4 will be in finished lot condition ready for conveyance to Tri Pointe in December 11, 2025.

A summary of the Expected Phase 5 Merchant Builders by Village is shown in the table below.

Table 1
Phase 5 Expected Merchant Builders by Village
(as of October 10, 2025)

Phase	Village	Number of Lots	Expected Developer	Lot Size (SF)	Feasibility Expiration	Expected Closing Date
5	C-1	94	Taylor Morrison	6,000	Approved	12/9/25
5	C-2	52	Taylor Morrison	5,500	Approved	12/9/25
5	C-3	78	Tri Pointe Homes	5,000	Approved	12/11/25
5	C-4	61	Tri Pointe Homes	4,500	10/27/25	12/11/25
		285				

Source: Master Developer.

The Master Developer understands that Taylor Morrison plans to build out the units in Village C-1 and Village C-2 with four (4) floor plans, and the homes are anticipated to have a square feet range of approximately 2,262 to 3,779 square feet and estimated base prices of $725,000 to $895,000. If Taylor Morrison acquires the lots as anticipated, and construction of production homes commences thereafter, the first home closings would likely occur in the Summer of 2026.

The Master Developer understands that Tri Pointe plans to build out the units in Village C-3 and Village C-4 with four (4) floor plans, and the homes are anticipated to have a square feet range of approximately 2,261 to 2,564 square feet and estimated base prices of $660,000 to $695,000. If Tri Pointe acquires the lots as anticipated, and construction of production homes commences thereafter, the first home closings would likely occur in the Summer of 2026.

As of October 10, 2025, the Expected Phase 5 Merchant Builders have not closed on these lots, and there is no guarantee that these lots will be sold and closed to the Expected Phase 5 Merchant Builders or that, if the lots are sold and closed to the Expected Phase 5 Merchant Builders that such Expected Phase 5 Merchant Builders will complete homes on the lots and sell the lots to individual homeowners in the configuration or on the timeline described in this Official Statement or at all.

Development Agreement

General. The City entered into a Development Agreement, dated October 3, 2012, and First Amendment to Development Agreement, dated November 6, 2019 (collectively, the "**Development Agreement**") with certain entities and individuals to which the Master Developer has subsequently succeeded with respect to the land being developed by the Master Developer in the District. 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 Creekview Specific Plan area. All of the property in the District is subject to the requirements of the Development Agreement, as well as the Creekview 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 Creekview 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 Creekview 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 on April 25, 2043, which is 30 years following the annexation of portions of the Creekview Specific Plan into the City. 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 Creekview 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.

Land use and development entitlements granted under the Development Agreement for property in the District are consistent with the Creekview Specific Plan.

Environmental Matters

Flood Hazard Map Information. According to the Federal Emergency Management Agency's flood insurance rate maps (Flood Area Panel Number 06061C-0920H, with an effective date of November 2, 2018), the property in the District is located within Flood Zone X, described as areas of minimal flooding (outside of the 100- and 500-year floodplains).

Wetland Conditions. According to the City's planning department, some jurisdictional wetlands will be affected by the development of the project; however the impact has been mitigated by the Master Developer. No additional environmental permits are required to be obtained.

Seismic Conditions. The property in the District is not 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, and is not located in a liquefaction zone.

Wildfire Zone. Property in the District is within an area of moderate concern, as designated by CAL-FIRE.

Utilities. It is expected that utility service for the property in the District will be provided by the following entities:

Utility	Provider
Water/Sewer	City of Roseville
Electricity	City of Roseville
Data/Phone	Comcast/AT&T/Wave Broadband

THE MASTER DEVELOPER

The information regarding the 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 2025 Bonds nor the Special Taxes securing the 2025 Bonds are personal obligations of the Master Developer, any affiliate of the Master Developer, or any other subsequent property owners within the District (including the Phase 5 Expected Merchant Builders), and, 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 the District securing the 2025 Bonds, but has no direct recourse to any other assets of the Master Developer or any property owner or any affiliate thereof. See "SPECIAL RISK FACTORS" herein.

General

Ownership Structure of Master Developer. The Master Developer is a Washington limited partnership with its primary development executive team having both regional and national development experience in residential, commercial, and municipal projects. Its general partner is Anthem United Creekview Management LLC, a Washington limited liability company ("**Anthem United**"), and its limited partners are: (1) Anthem United Homes, Inc. ("**Anthem United Homes**"), (2) Granite Bay Development LP, and (3) Sherwood Developments, LLC.

General Partner. Anthem United is owned in full by Anthem Properties Group, Inc., a Washington corporation ("**Anthem Properties**"). Anthem Properties, together with its affiliates, including Anthem United Homes, is a land development and homebuilding company operating across western North America (Canada and the United States). Anthem United is currently involved with building approximately 14,600 homes in more than 60 communities across more than 5,000 acres of land. Headquartered in Vancouver BC, it also has offices in Calgary and Edmonton AB, and Roseville, California. Anthem United, as the general partner of the Master Developer, has full managerial control of the Master Developer.

Limited Partners. Anthem United Homes is a privately held affiliate of Anthem United responsible primarily for home-building operations undertaken by Anthem United entities. Its President is Eric Carlson. Granite Bay Development LP is a privately held affiliate of Anthem United. Eric Carlson is also its President. Sherwood Developments, LLC is privately held, and owned by Cameron Taylor. Its President is Cameron Taylor.

Relevant Experience of Master Developer and Affiliates. Examples of some of the Master Developer's (or its affiliate's) other projects include the following:

- Natomas Meadows (Sacramento) – 630 single family detached finished lots, all of which were sold to D.R. Horton, Lennar Homes, Carson, and Woodside.

- Promenade (West Sacramento) – 222 single family detached finished lots, all of which were sold to Anthem United Homes.

- Fiddyment Ranch (Roseville) - 419 single family detached finished lots, all of which were sold to JMC Homes and Taylor Morrison.

Master Developer Financing Plan

Estimated Cost of the Improvements. Total site improvement and backbone improvement costs (the "**Improvements**") for the land in the Prior Phases CFD and the District are projected to be approximately $149 million. As of October 1, 2025, the Master Developer has expended over $148 million dollars on such Improvements.

Funding Sources. The Master Developer intends to use the following sources of funds to finance the Improvements for the Winding Creek Development:

- Equity from the partner-entities comprising the Master Developer (see "– General," above, for more information about these entities).

- Draws on a future revolving construction loan (see "– *Revolving Construction Loan*" below).

- Sales of lots in the development to merchant builders and other developers.

- Proceeds of the 2025 Bonds and bonds issued for the Prior Phases CFD.

- Pay-as-you-go Special Taxes available to the Master Developer under the Acquisition Agreement and the acquisition agreement executed in connection with the Prior Phases CFD (see "– *Acquisition Agreement*" below).

Revolving Construction Loan. The Master Developer has a $71,579,245 revolving credit line (the "**Credit Line**") with GCAM Winding Creek, LLC, a subsidiary of Gibraltar Real Estate Capital, LLC. The Credit Line is specifically for development of Phase 4 (i.e., the property in Improvement Area No. 2 of the Prior Phases CFD) and Phase 5, and is secured by a deed of trust on the secured property, including the property in Phase 5. As property is sold to the Expected Phase 5 Merchant Builders, payment will be made on the Credit Line to release the lien of the deed of trust. The Credit Line had an original maturity date of March 31, 2025, but the date was extended by the contractually provided 12-month extension. The new maturity date is March 31, 2026. As of October 10, 2025, the Credit Line has an outstanding balance of approximately $28 million and is in good standing.

Cash Flow Statement

The following table shows the estimated uses by the Master Developer to the development of the land within the Prior Phases CFD and the District.

Table 2
Master Developer's Proposed Financing Plan
As of October 1, 2025

Area	Improvement	Estimated Total Cost	Costs Spent as of 10/1/25	% of Completion	Remaining Costs
Phases 1-4	Backbone Infrastructure	61,391,697	61,391,697	100%	
	In-Tract Improvements	67,793,414	67,793,414	100%	
	Subtotal Phase 1-4	**129,185,111**	**129,185,111**	**100%**	
Phase 5	Backbone Infrastructure	0	0		
	In-Tract Improvements	20,215,897	18,946,597	93.7%	1,269,300
	Subtotal Phase 5	**20,215,897**	**18,946,597**	**93.7%**	**1,269,300**

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.

Acquisition Agreement. In connection with the formation of the District, the City and the Master Developer entered into a Funding, Construction and Acquisition Agreement for Phase 5 Community Facilities District No. 1 (Public Facilities) (the "**Acquisition Agreement**") which provides that the Master Developer will construct (or cause to be constructed or funded) the Improvements, and the City, upon completion of construction and acceptance (or through progress payments prior to completion and acceptance of the entire Improvement), will purchase the Improvements or reimburse the Master Developer for expended amounts from the proceeds of the 2025 Bonds and/or Special Taxes on a pay-as-you-go basis (and from the proceeds of bonds issues in the Prior Phases CFD). 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 (and bonds and special taxes from the Prior Phases CFD).

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 2025 Bonds are outstanding. Additionally, after the final maturity date of the 2025 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 2025 Bonds and any Additional Bonds.

VALUE OF PROPERTY WITHIN THE DISTRICT

The Appraisal

General. In order to obtain a more accurate estimate of the value of land in the District, the City ordered preparation of an appraisal report (the "**Appraisal**"), of the estimated value of certain taxable land within the District as of an October 1, 2025 date of value. The Appraisal was prepared by Integra Realty Resources, Sacramento, California (the "**Appraiser**"). 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, conditions and qualifications which are set forth in the Appraisal.

The appraised properties consist of all of the taxable property in the initial boundary of the District, which is owned by the Master Developer and final mapped for development into 285 taxable single family residential parcels. All of the lots are under contract to be sold to the Expected Phase 5 Merchant Builders as described herein.

Value Estimate. The Appraisal sets forth a value of taxable property currently in the District of $62,544,000, as of October 1, 2025. The appraised value 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.

Hypothetical Condition. The estimate of appraised value 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 reimburse for certain 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 the District; 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 the District 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

General. In comparing the value of the real property within the District and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within the District unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of the District could, without the consent of the City and in certain cases without the consent of the owners of the land within the District, impose additional taxes or assessment liens on the land within the District. 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 the District 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 the Master Developer and subsequent merchant homebuilders, and home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be subordinate to the lien of the Special Tax.

Value to Lien Ratios by Development Status. The following table sets forth maximum Special Taxes for Fiscal Year 2026-27, allocable debt, and value to lien ratios by development status in the District, based on the assumptions detailed therein.

Table 3
Value to Lien Ratios by Development Status
Projected Fiscal Year 2026-27 Special Tax Levy
CFD Debt Allocated by Maximum Special Tax
As of October 7, 2025

Development Status	Planned Units	Estimated 2025-26 Effective Tax Rate Evaluation Maximum Facilities Revenue[1]	Estimated 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]
Developed Parcels								
Building Permits	0	$0	$0	$0	$0	$0	0.0	0.0
Final Map Lots	285	1,181,058	1,181,058	62,544,000	15,635,000	0	4.0	4.0
Totals:	**285**	**$1,181,058**	**$1,181,058**	**$62,544,000**	**$15,635,000**	**$0**	**4.0**	**4.0**

* Preliminary, subject to change.
(1) Increases by 2% each Fiscal Year.
(2) TBD
(3) Appraised value amounts provided by the Appraiser.
(4) Allocated based on the projected Fiscal Year 2025-26 Facilities Special Tax levy.
(5) Value to lien ratio is for the CFD Bonds.
Source: Developer, Integra Realty Resources, EPS.

Value to Lien Ratios by Village and Developer. The following table sets forth maximum Special Taxes for Fiscal Year 2026-27, allocable debt, and value to lien ratios by village in the District, based on the assumptions detailed therein.

Table 4
Value to Lien Ratios by Development Status
Projected Fiscal Year 2026-27 Special Tax Levy*
CFD Debt Allocated by Maximum Special Tax
As of October 7, 2025

Village	Planned Units	Estimated 2025-26 Effective Tax Rate Evaluation Maximum Facilities Revenue[1]	Estimated 2025-26 Facilities Special Tax Levy[2]	Appraised Value[3]	Share of Local CFD Bonds[4]	Overlapping Debt	Appraised Value to Lien[5]	Appraised / Overlapping Debt Value to Lien[5]
C-1 - Anthem United Creekview Develoments Limited	94	$402,696	$402,696	$22,090,000	$5,330,942	$0	4.1	4.1
C-2 - Anthem United Creekview Develoments Limited	52	217,464	217,464	11,908,000	2,878,817	0	4.1	4.1
C-3 - Anthem United Creekview Develoments Limited	78	318,240	318,240	16,224,000	4,212,903	0	3.9	3.9
C-4 - Anthem United Creekview Develoments Limited	61	242,658	242,658	12,322,000	3,212,338	0	3.8	3.8
Totals:	**285**	**$1,181,058**	**$1,181,058**	**$62,544,000**	**$15,635,000**	**$0**	**4.0**	**4.0**

* Preliminary, subject to change.
(1) Increases by 2% each Fiscal Year.
(2) TBD
(3) Appraised value amounts provided by the Appraiser.
(4) Allocated based on the projected Fiscal Year 2025-26 Facilities Special Tax levy.
(5) Value to lien ratio is for the CFD Bonds.
Source: Integra Realty Resources, EPS.

Stratification of Value to Lien Ratios. The following table sets forth ranges of value to lien ratios, appraised values, maximum Special Taxes for Fiscal Year 2025-26, and allocable debt in the District, based on the assumptions detailed therein.

Table 5
Summary Value to Lien Ratios by Range
Projected Fiscal Year 2025-26 Special Tax Levy*
CFD Debt Allocated by Maximum Special Tax

Appraised / Overlapping Debt Value to Lien Ranges	Planned Units	Estimated 2025-26 Effective Tax Rate Evaluation Maximum Facilities Revenue[1]	Estimated 2025-26 Facilities Special Tax Levy[2]	Appraised Value[3]	Share of CFD Bonds[4]	Overlapping Debt	Average Appraised Value to Lien[5]	Average Appraised / Overlapping Debt Value to Lien[5]
<3.00	0	$0	$0	$0	$0	$0	0.0	0.0
3.00 to 4.00	139	560,898	560,898	28,546,000	7,425,241	0	3.8	3.8
Greater than 4	146	620,160	620,160	33,998,000	8,209,759	0	4.1	4.1
Totals:	**285**	**$1,181,058**	**$1,181,058**	**$62,544,000**	**$15,635,000**	**$0**	**4.0**	**4.0**

* Preliminary, subject to change.
(1) Increases by 2% each Fiscal Year.
(2) TBD
(3) Appraised value amounts provided by the Appraiser.
(4) Allocated based on the projected Fiscal Year 2025-26 Facilities Special Tax levy.
(5) Value to lien ratio is for the CFD Bonds.
Source: Integra Realty Resources, EPS.

Special Tax Collections and Delinquencies

Fiscal Year 2026-27 will be the first year in which the Special Tax is levied in the District.

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Set forth below is an overlapping debt table showing the existing direct and overlapping tax and assessment debt payable with respect to property within the District. 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 City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith. In addition to bonded debt, property in the District is also subject to special taxes authorized to be levied on behalf of the City's Creekview Community Facilities District No. 2 (Public Services) and Community Facilities District No. 3 (Municipal Services) for municipal services, which districts provide for escalating annual special taxes on residential property.

Table 6
Summary of Overlapping Debt
As of _____, 2025

[to come]

(1) Excludes the 2025 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 the Master Developer or merchant builders, may be placed upon property in the District at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Estimated Overall Tax Burden

The following table shows the estimated overall tax burden for representative single-family residential homes in the District, for Fiscal Year 2026-27.

Table 7
Estimated Overall Tax Burden

Item	Assumptions	Low Density Residential (60 foot lot)	Low Density Residential (55 foot lot)	Low Density Residential (50 foot lot)	Low Density Residential (40 foot lot)
Estimated Home Value [1]		$875,000	$850,000	$825,000	$735,000
Homeowners' Exemption		($7,000)	($7,000)	($7,000)	($7,000)
Assessed Value		$868,000	$843,000	$818,000	$728,000
Property Taxes (FY 2025-26) [2]					
Proposition 13 Property Tax	1.000000%	$8,680	$8,430	$8,180	$7,280
Sierra College	0.005316%	$46	$45	$43	$39
Roseville City School District	0.008669%	$75	$73	$71	$63
Roseville JUHSD	0.059509%	$517	$502	$487	$433
Property Tax Totals	1.073494%	$9,318	$9,050	$8,781	$7,815
Direct Charges [3]					
Creekview Phase 5 CFD No. 1		$4,284	$4,182	$4,080	$3,978
Creekview CFD No. 2		$611	$611	$611	$611
Roseville CFD No. 3		$571	$571	$571	$571
Placer Mosquito & Vector Control		$35	$35	$35	$35
Total Direct Charges		$5,501	$5,399	$5,297	$5,195
Total Property Taxes and Direct Charges		$14,819	$14,449	$14,078	$13,010
Overall Tax Burden		1.69%	1.70%	1.71%	1.77%

(1) Provided by DPFG (Developer consultant).
(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.

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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 the District.

Concentration of Ownership

Land in the District is currently owned by the Master Developer. No assurance can be given that any subsequent merchant builders will complete homes on the lots that they purchase and sell the lots to individual homeowners on the timeline projected in this Official Statement or at all.

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 any of the Master Developer or any subsequent merchant builders or any other future owner of significant property subject to the Special Taxes in the District 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 summarized in APPENDIX B estimates the market value of certain taxable property within the District. 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 of the Appraiser as of the indicated date of value. 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 the District 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 the taxable property within the District 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 the District 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 development risks. Since these are largely business risks of the type that property owners 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 the District or the value of property in the District.

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 THE DISTRICT – Value to Special Tax Burden Ratios." No assurance can be given that the proposed development within the District will be completed, and in assessing the investment quality of the 2025 Bonds, prospective purchasers should evaluate the risks of noncompletion.

Neither the Master Developer nor the City provide any assurances to the City that the project will be developed or that sources of financing that will actually be available will be sufficient to complete the currently projected development.

***Risks of Real Estate Investment Generally*.** Continuing development of land within the District 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 the District may also be affected by development in surrounding areas, which may compete with development in the District. 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 the District 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 the District will not be adversely affected by these risks.

***Natural Disasters*.** The value of the parcels in the District 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 the District and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding the District, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity, however, the District 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 the District 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 the District, 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 the District 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 the District 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 the District 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 Creekview 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 the District 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 the

District a similar order affecting the District 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 the District 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 the District would affect the marketability and the value of some or all of the property in the District. In that event, the owners and operators of a parcel within the District 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 the District 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 the District 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 the District 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 the District 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 the District 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 the District, 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 the District or reduce the value of undeveloped property.

Mortgage Interest Rates

Most of the purchasers of the homes within the District 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 the District. 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 homes in the District.

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 the District.

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 the District.

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."

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. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District. See " – FDIC/Federal Government Interests in Properties" below.

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 the District 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 the District 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.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the 2025 Reserve Account of the Reserve Fund could be fully depleted during any resulting delay in receiving 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 any 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 the District 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 the District.

Property in the District is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. Property in the District is also subject to the special tax of two additional community facilities districts formed to fund services and known as the Creekview 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 THE DISTRICT – Estimated Tax Burden on Single Family Home."

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 the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure 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 the District. 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 the District 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 the District, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in the District. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in the District. 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 the District 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 the District 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 the District. 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 such as the City. 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 XIIIA and XIIIC of the State Constitution. The amendments to Article XIIIA 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.

The levy of the Special Taxes and the issuance of special tax bonds of the City for the District were each authorized by not less than a two-thirds vote of the landowners within the District who constituted the qualified electors at the time of such voted authorization. The City believes, therefore, that issuance of the 2025 Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the District can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

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 XIIIA, 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 XIIIC, 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, there were no registered voters within the District 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 the District.

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…."

Landowner voters approved the Special Taxes and the issuance of bonds for the District in compliance with all applicable requirements of the Mello-Roos Act in 2018. Therefore, 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 the District 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.

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 the District, including the Master Developer, merchant builders and individual homeowners, are permitted to prepay their Special Tax obligation at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such prepayments will result in a redemption of the Bonds on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIIIA of the California Constitution, commonly known as "**Proposition 13**," provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIIIA limits the maximum *ad valorem* tax on real property to 1% of "full cash value," which is defined as the County Assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIIIA exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIIIA requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIIIA of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within the District.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIIIB of the State Constitution. Article XIIIB prohibits government agencies and the State from spending "appropriations subject to limitation" in excess of the appropriations limits imposed. "Appropriations subject to limitation" are authorizations to spend "proceeds of taxes," which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not "proceeds of taxes" such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the 2025 Bonds to annually provide certain financial information and operating data relating to the District (the "**City Annual Report**") by not later than each April 1 following the City's fiscal year end, commencing with its report for the 2024-25 fiscal year (provided, the annual report for Fiscal Year 2024-25 (due April 1, 2026) shall be satisfied by posting the City's audited financial statements as the Annual Report) and to provide notices of the occurrence of certain enumerated events.

The City Annual Report and notices of material events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the

Underwriters in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the **"Rule"**). The specific nature of the information to be contained in the Annual Report or the notices of material events by the City is summarized in "APPENDIX E — Form of Continuing Disclosure Certificate."

The City believes it currently is in material compliance with all of its continuing disclosure undertakings for the last five years. Notwithstanding the foregoing, in the last five years:

(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 or its affiliates in the District 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 or its affiliates collectively own ___ or less residential lots in the District. The form of the continuing disclosure undertaking of the Master Developer is set forth in Appendix E (the "**Master Developer Undertaking**").

The Expected Phase 5 Merchant Builders are expected to acquire all of the property in the District from the Master Developer in December, 2025. As each sale closes, the Expected Phase 5 Merchant Builder will execute an assumption agreement (in the form of Attachment 1 to the Master Developer Undertaking) whereby the Expected Phase 5 Merchant Builder will assume the obligations to provide continuing disclosure and notices of listed events for the property acquired, and the Master Developer's obligations with respect to the property conveyed will terminate.

Neither the Master Developer nor affiliates of the Master Developer through common control have failed to comply with continuing disclosure obligations entered into in California during the last five years.

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: _____

Dennis Kauffman
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 Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City, secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement, all as described in more detail in this Official Statement.

General

The City is located in Placer County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 1, 2025 was approximately 158,494.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the "Fountains at Roseville," a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golfland-SunSplash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected at large for staggered four-year terms. At each election, the council member receiving the most votes is appointed mayor pro-tempore for two years and becomes mayor for the final two years.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

Population

The following table sets forth population estimates for the City, County and State for the past five years.

POPULATION ESTIMATES
City, County and State
Calendar Years 2021 through 2025, as of January 1

Year	City of Roseville	Placer County	State of California
2021	148,851	407,282	39,369,530
2022	151,516	409,924	39,179,680
2023	152,858	410,319	39,228,444
2024	157,304	420,436	39,420,663
2025	158,494	421,446	39,529,101

Source: California State Department of Finance.

Effective Buying Income

Effective buying income ("**EBI**") is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the City, the County, the State and the United States.

EFFECTIVE BUYING INCOME (EBI)
City, County, State and United States
As of January 1, 2021 through 2025

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2021	City of Roseville	$4,126,395	$66,668
	Placer County	16,085,312	76,947
	State of California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of Roseville	$6,165,433	$ 87,539
	Placer County	18,491,490	88,051
	State of California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Roseville	$6,996,310	$92,853
	Placer County	19,349,979	91,862
	State of California	1,461,799,662	77,175
	United States	11,454,846,397	65,326
2024	City of Roseville	$7,496,807	$95,863
	Placer County	20,125,715	93,505
	State of California	1,510,708,521	80,973
	United States	11,987,185,826	67,876
2025	City of Roseville	$7,682,133	$96,592
	Placer County	20,632,478	95,193
	State of California	1,557,429,767	82,725
	United States	12,525,577,707	69,687

Source: Claritas, LLC.

Employment and Industry

The unemployment rate in the Sacramento-Roseville-Folsom MSA was 5.4 percent in August 2025, down from a revised 5.6 percent in July 2025, and above the year-ago estimate of 5.1 percent. This compares with an unadjusted unemployment rate of 5.8 percent for California and 4.5 percent for the nation during the same period. The unemployment rate was 5.2 percent in El Dorado County, 4.7 percent in Placer County, 5.5 percent in Sacramento County, and 5.8 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 2020 through 2024.

SACRAMENTO-ARDEN ARCADE-ROSEVILLE MSA
(El Dorado, Placer, Sacramento, Yolo Counties)
Employment by Industry
(March 2024 Benchmark)

	2020	2021	2022	2023	2024
Civilian Labor Force (1)	1,115,200	1,126,000	1,139,700	1,163,400	1,180,700
Employment	1,018,500	1,054,600	1,096,600	1,114,500	1,125,600
Unemployment	96,800	71,400	43,000	48,900	55,100
Unemployment Rate	8.7%	6.3%	3.8%	4.2%	4.7%
Wage and Salary Employment (2)					
Agriculture	8,300	9,000	8,600	9,000	8,900
Mining and Logging	500	500	500	500	400
Construction	70,200	74,900	77,100	74,900	76,500
Manufacturing	36,100	37,700	40,600	40,600	40,100
Wholesale Trade	26,600	26,900	28,300	28,400	28,200
Retail Trade	95,100	100,600	100,300	98,900	97,500
Transportation, Warehousing and Utilities	34,300	37,500	40,800	41,700	41,500
Information	10,200	10,100	10,500	10,000	9,400
Finance and Insurance	34,800	34,100	33,000	29,900	28,800
Real Estate and Rental and Leasing	16,900	17,700	18,800	18,200	17,800
Professional and Business Services	132,600	137,200	139,800	136,000	134,900
Educational and Health Services	164,000	168,800	175,600	187,300	198,900
Leisure and Hospitality	83,900	93,600	108,700	112,400	112,200
Other Services	31,000	33,300	36,100	38,200	39,200
Federal Government	14,800	14,500	14,400	14,500	14,800
State Government	121,700	127,300	129,800	134,300	136,600
Local Government	98,900	98,400	102,700	107,200	111,600
Total, All Industries (3)	979,800	1,021,900	1,065,500	1,081,900	1,097,300

(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)
October 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
Hewlett Packard Enterprise	Roseville	Computers-System Designers & Consultants
Munirs Co	Roseville	Office Buildings & Parks
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
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 Neighborhood Market	Rocklin	Grocers-Retail
Walmart Supercenter	Rocklin	Department Stores

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2025 2ndt Edition.

The following table shows the principal employers in the City of Roseville, as shown in its Annual Comprehensive Financial Report for fiscal year ending June 30, 2024.

PRINCIPAL EMPLOYERS
City of Roseville
As of June 30, 2024

Employer	Percent of Total Employment
Kaiser Permanente	6.42%
Sutter Health Roseville Medical Group	5.59
City of Roseville	1.91
Adventist Health	1.78
Roseville City School District	1.37
Penumbra	1.21
Roseville Joint Union High School	1.19
Flexcare LLC	0.96
PRIDE	0.72
Hewlett-Packard	0.69

Source: City of Roseville Annual Comprehensive Financial Report for Fiscal Year 2023-24.

Construction Permits

The following table shows valuations of residential and non-residential building permits issued for calendar years 2019 through 2023.

TOTAL BUILDING PERMIT VALUATIONS
City of Roseville
(Dollars in Thousands)

	2019	2020	2021	2022	2023
Permit Valuation					
New Single-family	$265,615.3	$322,748.5	$467,676.3	$420,490.6	$384,082.0
New Multi-family	6,855.8	46,469.0	0.0	1,552.1	86,153.7
Res. Alterations/Additions	16,133.8	5,126.3	39,648.3	5,529.1	26,828.8
Total Residential	288,604.9	374,343.8	507,324.6	427,571.8	497,064.5
New Commercial	24,136.7	23,230.8	16,627.7	40,882.5	48,155.6
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	9,358.1	12,610.6	12,351.9	7,312.1	23,079.0
Com. Alterations/Additions	46,155.6	24,553.9	29,192.0	42,938.9	36,498.8
Total Nonresidential	79,650.40	60,395.3	58,171.6	91,133.5	107,733.4
New Dwelling Units					
Single Family	1,001	1,226	1,860	1,618	1,307
Multiple Family	65	372	0	18	1,547
TOTAL	1,066	1,598	1860	1,636	2,854

Source: Construction Industry Research Board, Building Permit Summary.

The County's 2024-25 assessment roll totaled $110,562,469,152 as compared to the prior year's assessment roll of $97,541,982,124 which reflected a 13.35% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

The following table shows residential and non-residential building permits issued within the County for calendar years 2019 through 2023. Annual figures are not yet available for 2024.

TOTAL BUILDING PERMIT VALUATIONS
Placer County
(Dollars in Thousands)

	2019	2020	2021	2022	2023
Permit Valuation					
New Single-family	$693,647.7	$827,822.1	$1,323,114.6	$1,193,148.4	$1,128,885.0
New Multi-family	7,896.7	72,442.8	11,183.1	40,312.6	90,008.1
Res. Alterations/Additions	86,964.2	52,440.8	107,613.1	82,331.3	123,244.1
Total Residential	788,508.6	952,705.7	1,441,910.8	1,315,792.3	1,342,137.2
New Commercial	73,609.7	58,855.0	52,238.1	105,124.2	82,889.3
New Industrial	268.7	25.0	1,155.5	0.0	1,917.2
New Other	110,951.1	76,576.0	73,032.7	116,224.1	143,354.2
Com. Alterations/Additions	78,159.7	49,149.7	58,371.2	80,371.0	89,283.0
Total Nonresidential	262,989.2	184,605.7	184,797.5	301,719.3	317,443.7
New Dwelling Units					
Single Family	2,080	2,552	4,176	3,701	2,959
Multiple Family	71	540	66	351	1,588
TOTAL	2,151	3,092	4,242	4,052	4,547

Source: Construction Industry Research Board, Building Permit Summary.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

Total taxable transactions in the City of Roseville during the first two quarters of calendar year 2025 were reported to be $2,902,294,453, a 2.19% decrease from total taxable transactions of $2,967,178,470 reported during the first two quarters 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 two quarters of calendar year 2025 in Placer County were reported to be $6,656,582,164, a 1.38% increase in the total taxable sales of $6,566,029,318 reported during the first two quarters of calendar year 2024.

TAXABLE TRANSACTIONS
Placer County
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2020	9,165	$7,931,068	15,141	$10,319,123
2021	8,130	9,635,979	13,720	12,632,960
2022	8,201	10,072,596	14,163	13,392,761
2023	7,964	9,627,338	13,787	13,037,448
2024	7,978	9,678,521	13,958	13,328,138

Source: State Department of Tax and Fee Administration.

Transportation

The transportation network in and around the City is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the City, connecting San Francisco to New York. Highway 65 runs north through the City, from I-80 to Lincoln and Marysville. Interstate 5, which is west of the City, runs north to Seattle and south to Los Angeles.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in the City, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air-freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the City, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

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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 Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) 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 Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) 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 _____, 2025 (the "Fiscal Agent Agreement"), by and between the City, on behalf of the City of Roseville Creekview Phase 5 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 are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

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 Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2025 (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of _____, 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 City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Annual Report Date" means each April 1 following the City's fiscal year end.

"Dissemination Agent" means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, 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 the original underwriter 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 Fiscal Year 2024-25, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate; provided, the annual report for Fiscal Year 2024-25 (due April 1, 2026) shall be satisfied by posting the City's audited financial statements. 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 herein modified for the first Annual Report), as of September 30 of the preceding year:

(i) Principal amount of all outstanding bonds of the District.

(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 the District.

(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 Creekview Phase 5 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 Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the "**Property Owner**") in connection with the execution and delivery by the City of Roseville of its City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2025 (the "**Bonds**"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of _____ 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).

"**Assumption Agreement**" means an undertaking of a Major Owner for the benefit of the holders and beneficial owners of the Bonds in the form of Exhibit B.

"**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 Creekview Phase 5 Community Facilities District No. 1 (Public Facilities).

"**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, [___] or more residential lots in the District (or property expected to be subdivided into __ or more residential lots in the District). A foreclosing creditor or bank 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 the District that is subject to the Special Tax and owned by, or under option to, (i) the Property Owner, (ii) any Affiliate of the Property Owner, and (iii) the property in the District 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 the District.

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 Owner, 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 and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Property Owner, that is reasonably likely to have a significant impact on the Property Owner'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 upon discovery thereof;

(iii) filing of a lawsuit of which the Property Owner is aware against the Property Owner or an Affiliate seeking damages, which, if successful, could have a material and adverse impact on the Property Owner'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 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 is no longer a Major Owner.

(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. However, a Major Owner shall not be required to enter into an Assumption Agreement if such Major Owner is already a party to an Assumption Agreement 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).

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 prior to the termination of the Property Owner's obligations under this Disclosure Certificate, 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:	Anthem United Creekview Developments Limited Partnership Attn: Brian Moore 3001 Douglas Blvd., Suite 200 Roseville, CA 95661 Email: bmoore@anthemunited.com
To the City:	City of Roseville Attn: CFD Administrator 311 Vernon Street Roseville, CA 95678
To the Participating Underwriter:	Piper Sandler & Co. Attn: Managing Director 2321 Rosecrans Avenue, Suite 3200 El Segundo, CA 90245

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.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, a Washington limited partnership

By: _____
Anthem United Creekview Management, LLC,
a Washington limited liability company,
its General Partner

By: _____
Brian Moore,
Vice President

By: _____
Matt Gustus,
Vice President

EXHIBIT A

PERIODIC REPORT

[June 1, ____ / December 1, _____]

$_____
CITY OF ROSEVILLE
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
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 Creekview Phase 5 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 the District, in substance and form similar to such information in the Official Statement for the Bonds under the heading "THE DISTRICT":

_____

_____

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 heading "THE DISTRICT" 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 heading "THE DISTRICT" 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 the District 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 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 heading "THE DISTRICT" that would materially and adversely interfere with the Property Owner'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 and the Property Owner 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, 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:_____

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, a Washington limited partnership

By: _____
Anthem United Creekview Management, LLC,
a Washington limited liability company,
its General Partner

By: _____
Brian Moore,
Vice President

By: _____
Matt Gustus,
Vice President

EXHIBIT B

CONTINUING DISCLOSURE CERTIFICATE
(Assumption by Builder)

$_____
CITY OF ROSEVILLE
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2025

This Continuing Disclosure Certificate (Assumption by Builder) (this "**Disclosure Certificate**") is executed and delivered by _____, a _____(the "**Builder**"), in connection with the prior issuance by the City of Roseville (the "**City**") of the bonds captioned above (the "**Bonds**") for and on behalf of the City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (the "**District**"). The Bonds were issued under a Fiscal Agent Agreement dated as of ___, 2025 (the "**Fiscal Agent Agreement**"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "**Fiscal Agent**").

Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the "**Master Developer**"), executed a Continuing Disclosure Certificate (Property Owner), dated as of ____, 2025 in connection with the initial issuance of the Bonds (the "**Original CDC**"). The Original CDC required Master Developer to provide reports and notices of significant events with respect to certain property Master Developer owned in the District, which included the Acquired Property (as defined below). Subsequent to the issuance of the Bonds, the Acquired Property was conveyed from Master Developer to Builder or one or more Land Banks or to one or more Land Banks (as defined herein). The Builder has agreed to provide reports and notices of significant events regarding the Acquired Property pursuant to this Disclosure Certificate. Accordingly, the Builder is assuming the obligation to provide reports and notices of significant events with respect to the Acquired Property from and after the date hereof; Master Developer shall have no obligations under the Original CDC with respect to the Acquired Property. This Disclosure Certificate constitutes an Assumption Agreement by the Builder under the Original CDC with respect to the Acquired Property only. This Disclosure Certificate is being executed and delivered by the Builder for the benefit of the holders and beneficial owners of the Bonds, but shall not be deemed to create any monetary liability on the part of the Builder to any other persons, including the holders and beneficial owners of the Bonds. The sole remedy in the event of any failure of the Builder to comply with this Disclosure Certificate shall be an action to compel performance of any act required hereunder.

The Builder covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Builder 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:

"***Acquired Property***" means _____[describe the property being acquired], which is located in the District, and is owned by, or under option to, the Builder.

"***Affiliate***" means any person presently directly (or indirectly through one or more intermediaries) under managerial control of the Builder or a Major Owner, as applicable, 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 ability of the Builder or a Major Owner, as applicable, to pay the Special Taxes levied on the Property prior to delinquency). No Land Bank that owns any of the Property is an Affiliate of the Builder.

*"**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 the property in the District acquired by the Major Owner), 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 the District owned by, or under option to, such Major Owner and, at the option of the Builder or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 12 hereof. If such Major Owner is a Merchant Builder, the Assumption Agreement shall require such Major Owner to enter into a disclosure certificate containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner's development and financing plans with respect to the property in the District acquired by the Major Owner). However, a Major Owner shall not require the execution of 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. In addition, the conveyance of property from the Land Bank to the Builder under the Option Agreement is subject to this Disclosure Certificate and shall not require the Builder to enter into an Assumption Agreement.

"***Dissemination Agent***" means the Builder or an entity experienced in providing dissemination agent services such as those required under this Disclosure Certificate designated by the Builder to serve as the Dissemination Agent hereunder and who has accepted such obligation in writing, and for which the Builder has filed with the City and the Participating Underwriter notice of such designation and acceptance.

"***District***" means the City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2025.

"***Future Land Bank***" means any land bank with which the Builder enters into an Option Agreement for property being developed by the Builder.

"***Land Bank***" means, individually or collectively as the context requires, _____ [name of Land Bank, if any] and any Future Land Bank.

"***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 [___] or more residential lots in the

District (or property expected to be subdivided into __ or more residential lots in the District). A foreclosing creditor or bank 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.

"***Official Statement***" means the final Official Statement dated _____, 2025, executed by the City in connection with the issuance of the Bonds.

"***Option Agreement***" means, individually or collectively as the context requires, (i) that certain _____ [name and date of Option Agreement, if any], and (ii) any other land bank option agreement with a Future Land Bank and the Builder, as amended from time to time.

"***Participating Underwriter***" means Piper Sandler & Co., the original underwriter of the Bonds.

"***Periodic Report***" means any Periodic Report provided by the Builder pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"***Property***" means (i) the Acquired Property, (ii) any other property owned by the Builder in the District, (iii) the property owned by the Land Bank within the boundaries of the District and under option to be purchased by the Builder or any Affiliate thereof pursuant to the Option Agreement, and (iv) the property in the District that was formerly owned by the Builder or the Land Bank but with respect to which the Builder's obligations under this Disclosure Certificate have not been assumed the undertakings of this Disclosure Certificate under Section 7(b) with respect to such property. For clarification purposes, the Builder is not required to provide information on any portion of the Property that was (x) sold to a third-party that was not a Major Owner at the time of sale, (y) sold to a Major Owner when such Major Owner executed an Assumption Agreement, or (z) conveyed (voluntarily or involuntarily) to a Major Owner that is a foreclosing creditor and/or lender.

"***Report Date***" means (a) June 1 of each year, and (b) December 1 of each year.

"***Special Taxes***" means the Facilities Special Taxes of the District levied by the City on the Property.

Section 3. Provision of Periodic Reports.

(a) Until such obligations are terminated pursuant to Section 7 herein, the Builder shall, or upon written direction of the Builder the Dissemination Agent shall, not later than the Report Date, commencing June 1, 2026, provide to the MSRB, in an electronic format as prescribed by 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 Builder shall provide the Periodic Report to the Dissemination Agent (if different from the Builder). The Builder shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Builder), 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, the Participating Underwriter and the City may conclusively rely upon such certification of the Builder 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 is not the Builder and it 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 Builder that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Builder to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 7 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 Builder 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, in a timely manner, provide a notice to the MSRB, in an electronic format as 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 Builder (if the Dissemination Agent is other than the Builder), 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 Attachment 1, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Builder 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 Builder 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) Until such obligations are terminated pursuant to Section 7 herein, the Builder 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 Builder and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Builder;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property prior to the delinquency date, to the extent such failure is not promptly cured upon discovery thereof;

(iii) filing of a lawsuit against the Builder or, if known, an Affiliate of the Builder, seeking damages which, if successful, could have a material and adverse impact on the Builder'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;

(v) termination of the Option Agreement prior to acquisition of all of the property subject to the Option Agreement; and

(vi) any payment default or other material default by the Builder or any Affiliate 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 Builder obtains knowledge of the occurrence of a Listed Event, the Builder shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Builder determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Builder shall, or shall cause the Dissemination Agent to, within 10 business days file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, with a copy to the City and the Participating Underwriter.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Duration of Reporting Obligation.

(a) All of the Builder's obligations hereunder shall commence on the date hereof and shall terminate (except as provided in Section 12) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds, or

(ii) at such time as the Builder is no longer a Major Owner, or

(iii) the date on which all of the Special Taxes attributable to the Property have been paid in full.

The Builder 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) The Builder's obligations hereunder shall terminate with respect to any portion of the Property on the date such portion of the Property is sold to a Person that is not a Major Owner. If any portion of the Property is sold to a Major Owner or if an Option Agreement is terminated and the applicable Land Bank would be a Major Owner, the Builder shall remain obligated hereunder with respect to such Property unless the obligations have been assumed by the Major Owner or the applicable Land Bank (if the applicable Land Bank is then a Major Owner), as applicable, pursuant to an Assumption Agreement. The Builder's obligations under this Disclosure

Certificate with respect to a Major Owner or a Land Bank (in the event the applicable Option Agreement is terminated and the applicable Land Bank is then a Major Owner) that has not executed an Assumption Agreement shall terminate upon the earlier to occur of (i) the date on which the Builder's obligations with respect to such Major Owner or the applicable Land Bank are assumed under an Assumption Agreement entered into pursuant to this Section 7(b), or (ii) the date on which the Major Owner or the applicable Land Bank is no longer considered a Major Owner. The Builder shall provide a copy of the executed Assumption Agreement 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. In addition, the conveyance of property from a Land Bank to the Builder under the applicable Option Agreement is subject to this Disclosure Certificate and shall not require the Builder to enter into an Assumption Agreement.

Section 8. Dissemination Agent. The Builder may, from time to time, with the written consent of the City, appoint or engage a Dissemination Agent to assist the Builder in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with the written consent of the City, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be The Builder. The Dissemination Agent may resign by providing 30 days' written notice to the City, the Builder, and the Participating Underwriter.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Builder 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, or change in law;

(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 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Builder 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 Builder 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 Builder 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 11. Default. In the event of a failure of the Builder to comply with any provision of this Disclosure Certificate, the Participating Underwriter, the City, 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 Builder 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 Builder to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Builder agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding any loss, expense and liabilities due to the Dissemination Agent's negligence or willful misconduct or failure to perform its duties hereunder. If the Dissemination Agent is not the Builder, the Dissemination Agent shall be paid compensation for its services provided hereunder from the Administrative Expense Fund established under the Fiscal Agent Agreement 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 Builder, the Participating Underwriter, the Bond owners, or any other party. The obligations of the Builder under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given by regular, overnight, or electronic mail as follows:

To the issuer:	City of Vacaville 650 Merchant Street Vacaville, CA 95688 Attn: Director of Finance Email: Ken.matsumiya@cityofvacaville.com
To the Participating Underwriter:	Piper Sandler & Co. 2321 Rosecrans Avenue El Segundo, California 90245 Email: dennis.j.mcguire@psc.com
To the Builder:	_____ _____ Email:

Any person may, by written notice to the other persons listed above, designate a different address to which subsequent notices or communications should be sent.

Section 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Builder (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 Builder hereunder shall be assumed by any legal successor to the obligations of the Builder as a result of a sale, merger, consolidation or other reorganization.

Section 15. 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.

Date: _____

[BUILDER]

By: _____

Name: _____

Title: _____

ATTACHMENT 1

PERIODIC REPORT

[June 1, ____ / December 1, _____]

$_____
CITY OF ROSEVILLE
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
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 Creekview Phase 5 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. For the first Periodic Report, description of the Property Owner and the Property Owner's development and financing plans for the Property in the District; and thereafter, an update to the information provided in the Periodic Report last filed in accordance with the Disclosure Certificate:

_____

_____

B. For the first Periodic Report, information regarding land development and home construction activities with respect to the Property; and thereafter, an update to the information provided in the Periodic Report last filed in accordance with the Disclosure Certificate:

_____

_____

C. For the first Periodic Report, the status of building permits and a description of land use or development entitlements for the Property; and thereafter, an update to the information provided in 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 the District 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 that would materially and adversely interfere with its ability to complete the development plan with respect to the Property described in the initial Periodic Report. 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 a previous Periodic Report.

IV. Periodic Report 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 initial Periodic Report that would materially and adversely interfere with the Property Owner's ability to develop and sell the Property as described in the initial Periodic Report.

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 and the Property Owner 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, 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.

City Council Communication

Meeting Date: 11/5/2025
Item #: VIII.20
File #: 0502
Item ID: 2025-746

Title:	Campaign Contribution Limitation and the Levine Act - Roseville Municipal Code Amendments
Contact:	Jonathan Levy 916-774-5325 jlevy@roseville.ca.us

SUMMARY

Staff recommends that the City Council introduce for first reading an ordinance to amend Section 2.60.065 of Chapter 2.60 of Title 2 of the Roseville Municipal Code (RMC), to remove the odd-year CPI-based adjustment language and align with the current Levine Act limitation amount ($500). Senate Bill (SB) 1439 (2022), as amended by SB 1243 (2024) and SB 1181 (2024), expanded the coverage of the Levine Act to apply to local officials. The Levine Act functions as a campaign contribution limit and conflict of interest scheme to prevent "pay-to-play" practices by limiting the use of campaign contributions as a way to influence the outcome of certain discretionary approvals that may come before agency officials. The proposed RMC amendments are intended to help ensure compliance and prevent violations, make the limitation amount more transparent for candidates, officials, and the community, and align more closely with current law and regulations.

RECOMMENDATION

Staff recommends that the City Council introduce for first reading an ordinance to amend Section 2.60.065 of Chapter 2.60 of Title 2 of the Roseville Municipal Code, to remove the odd-year CPI-based adjustment language and make other Levine Act-related conforming amendments.

BACKGROUND

As part of the 2021-2022 legislative cycle, Senate Bill (SB) 1439 was chaptered, expanding the Levine Act of 1982 (Levine Act) to apply to local "officials," effective January 1, 2023.

To promote transparency and fairness in the governmental decision-making process, the Levine Act puts rules in place to prevent public officials from being unfairly influenced by contributors to their campaign. The type of activity these laws were enacted to limit is often referred to as "pay-to-play".

The Levine Act, at Government Code Section 84308, generally prohibits a party seeking a contract (other than competitively bid), license, permit, or other entitlement for use (certain additional exceptions may apply) from making a contribution of more than $500 to an official of the agency. Section 84308 also prohibits local officials from taking part in a discretionary proceeding involving a contract, license, permit, or other entitlement for use, if the official has received a contribution exceeding $500 from a party or participant in the proceeding within the preceding 12 months. An official is also prohibited from accepting, soliciting, or directing a contribution exceeding $500 from a party or participant in the proceeding for 12 months after a final decision is rendered in such a proceeding.

In 2024, legislation—SB 1243 (Dodd) and SB 1181 (Glazer)—made numerous changes to Section 84308 of the Act, including:

- raising the contribution threshold from more than $250 to more than $500;
- defining or redefining key terms, such as “pending,” “agent,” “license, permit, or other entitlement for use,” and what types of contract decisions fall within the law; and
- expanding the circumstances in which a disqualifying contribution may be returned and extending the period for return from 14 to 30 days.

Section 2.60.065 of Chapter 2.60 of Title 2 of the Roseville Municipal Code (RMC) currently sets a campaign contribution limitation of not more than $500 per election, but with an adjustment to that limit every odd-numbered year to reflect any increase or decrease in the Consumer Price Index (CPI), rounded to the nearest $10.00. Most recently adjusted in January 2025, the current City Campaign Contribution limitation amount is $590. RMC Section 2.60.065 also currently requires the return of any excess amount to the contributor within 15 days. The ordinance for your consideration to introduce for first reading would make the following amendments to RMC Section 2.60.065:

- Strike language concerning CPI adjustments to the stated $500 value
- Change the timeline for return of excess contributions from 15 to 30 days

While these proposed amendments are not intended to be a cure-all of Levine Act issues, they are intended to help ensure compliance and prevent violations, make the limitation amount more transparent for candidates, officials, and the community, by clearly stating exactly what the limitation amount is, and align more closely with current law and regulations.

FISCAL IMPACT

There is no fiscal impact associated with the ordinance and its proposed amendments to the Roseville Municipal Code.

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 introduction and approval of the 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,
Jonathan Levy, Senior Deputy City Attorney

Michelle Sheidenberger, City Attorney

ATTACHMENTS:

1. Ordinance

REVIEWERS:

Jonathan Levy, City Attorney Department	Created/Initiated - 10/13/2025
Kelly Aye, City Attorney Department	Approved - 10/15/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/15/2025
Kelly Aye, City Attorney Department	Approved - 10/16/2025
Katrina Six, City Clerk Department	Approved - 10/23/2025
Ryan DeVore, City Clerk Department	Approved - 10/23/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/23/2025
Dominick Casey, City Clerk Department	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 2.60.065 OF CHAPTER 2.60 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING MANDATORY CONTRIBUTION LIMITS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 2.60.065 of Chapter 2.60 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

§ 2.60.065. Mandatory contribution limits.

A. A person shall not make to a candidate for elective city office, and a candidate for elective city office shall not accept from a person, a contribution totaling more than $500.00 per election~~, as that amount is adjusted by the city clerk pursuant to subsection E of this section~~.

B. Each candidate and controlled committee shall, before accepting any contributions, file with the city clerk, on a form provided by the clerk, a statement acknowledging the contribution limits established by this section.

C. Candidates or controlled committees may retain no more than $500.00~~, as adjusted,~~ in cumulative contributions per campaign period from any single contributor. Any amount in excess of $500.00~~, as adjusted,~~ received from any single contributor shall be returned

to the contributor within ~~15~~ 30 ~~business~~ days of the candidate's or controlled committee's receipt of the excess contribution.

~~D.~~ Contributions to a candidate and contributions to a candidate's controlled committee shall be cumulated for the purposes of the mandatory contribution limits of this chapter.

~~E.~~D. ~~The city clerk shall adjust the contribution limits in January of every odd-numbered year to reflect any increase or decrease in the Consumer Price Index. Those adjustments shall be rounded to the nearest $10.00.~~

~~F.~~E. For purposes of this chapter, contributions by a dependent child shall be treated as contributions by their legal parent(s) and/or legal guardian(s). "Dependent child" means any person under the age of 18 years old for whom a legal parent(s) or legal guardian(s) is/are responsible for their day to day care and support. If there is joint custody of the dependent child, one-half of the contribution shall be attributed to each legal parent and/or legal guardian, and if there is a single custodial parent and/or legal guardian, the entire contribution shall be attributed to that parent and/or legal guardian.

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

City Council Communication

Meeting Date: 11/5/2025
Item #: IX.21
File #: 0709
Item ID: 2025-761

Title:	Prohousing Designation Application Renewal
Contact:	Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

SUMMARY

Staff recommends Council authorize staff to apply for renewal to participate in the California Department of Housing and Community Development (HCD) Prohousing Designation Program. Jurisdictions must complete an application and provide documentation of their policies, publish the application for a 30-day public review period, hold an informational workshop, publish any revisions, and adopt a Resolution prior to submitting the complete application to HCD. The City's draft application was published for a 30-day review period which closed on September 29, 2025. The project has no negative impacts on the City's General Fund and renewal of the City's Prohousing designation makes the City eligible to receive various grant funding sources.

RECOMMENDATION

Staff requests City Council adopt a Resolution authorizing staff to submit an application to renew the City's Prohousing Designation pursuant to the California Department of Housing and Community Development's regulations for the Prohousing Designation Program.

BACKGROUND

The State of California's 2019-2020 Budget Act provided for the creation of a statewide Prohousing Designation Program. On July 1, 2021, the California Department of Housing and Community Development (HCD) established the Prohousing Designation Program pursuant to California Government Code §65589.9. The Program creates incentives for cities and counties that are compliant with Housing Element requirements and can demonstrate that they have enacted Prohousing Policies in four category areas: Favorable Zoning and Land Use, Acceleration of Housing Production Timeframes, Reduction of Construction and Development Costs, and Providing Financial Subsidies. Roseville was one of the first ten jurisdictions in the state to receive a Prohousing Designation in 2022, and the designation is now set to expire at the end of 2025. Staff is proposing to reapply for this designation because it includes the following benefits:

- Additional points on applications for various competitive state grants, including grants for improvements to water lines, sewer lines, and other infrastructure; transit funding; and congestion reduction and safety improvement projects.
- Additional points for affordable housing developers on their grant applications for funding.

The City's application is included as Exhibit A of this staff report. Reapplying gives the City credit for the pro-housing programs and policies the City already has in place, ensuring the City remains competitive when seeking grant funding for community improvements. Grant programs which offer priority processing or funding points include: Affordable Housing and Sustainable Communities, Infill Infrastructure Grant, Transformative Climate Communities, Solutions for Congested Corridors, Local Partnership Program,

Transit and Intercity Rail Capital Program, and the Sustainable Transportation Planning Grant Program.

To be awarded a Prohousing Designation, jurisdictions must complete an application and provide documentation of their policies, publish the application for a 30-day public review period, hold an informational workshop, publish any revisions, and adopt a Resolution prior to submitting the complete application to HCD. The City's draft application was published for a 30-day review period which closed on September 29, 2025. The application was available for review at roseville.ca.us/prohousing and a physical copy was available at 311 Vernon Street in the Permit Center and in all City libraries. Flyers were posted at City libraries in both English and Spanish, an email announcing the release of the draft was distributed to the Housing Element listserve, and announcements were made on the City's social media platforms.

The City received four comments via email and one phone call. Most of the comments were not about the City's policies, but about the scoring rubric and how to read and understand the application. In addition to providing explanations and responses to each commenter, staff published explanatory information on the project website. All of the comments received and staff responses can be found on PDF page 72. The City also held a workshop at the September 17, 2025 City Council meeting; no comments were received.

FISCAL IMPACT

The project has no negative impacts on the City's General Fund and renewal of the City's Prohousing designation makes the City eligible to receive various grant funding sources.

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Lauren Hocker, Senior Planner

Mike Isom, Development Services Director

ATTACHMENTS:

1. Resolution 25-346
2. Prohousing Application - Roseville

REVIEWERS:

Lauren Hocker, Development Services - Planning	Created/Initiated - 10/15/2025
Greg Bitter, Development Services Department	Approved - 10/21/2025
Mike Isom, Development Services Department	Approved - 10/21/2025
Gretchen Hakala, City Clerk Department	Approved - 10/21/2025

Kelly Aye, City Attorney Department	Approved - 10/21/2025
Katrina Six, City Clerk Department	Approved - 10/23/2025
Ryan DeVore, City Clerk Department	Approved - 10/23/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 10/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 10/23/2025
Dominick Casey, City Manager Department - City Manager	Approved - 10/27/2025
Katrina Six, City Clerk Department	Final Approval - 10/27/2025

RESOLUTION NO. 25-346

AUTHORIZING AN APPLICATION AND PARTICIPATION IN THE PROHOUSING DESIGNATION PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Government Code section 65589.9 established the Prohousing Designation Program ("Program"), which creates incentives for jurisdictions that are compliant with state housing element requirements and that have enacted Prohousing local policies; and

WHEREAS, such jurisdictions will be designated Prohousing, and, as such, will receive additional points or other preference during the scoring of their competitive Applications for specified housing and infrastructure funding; and

WHEREAS, the California Department of Housing and Community Development ("Department") has adopted regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) to implement the Program ("Program Regulations"), as authorized by Government Code section 65589.9, subdivision (d); and

WHEREAS, the City of Roseville ("Applicant") desires to submit an Application for a Prohousing Designation ("Application").

THEREFORE, IT IS RESOLVED THAT:

1. Applicant is hereby authorized and directed to submit an Application to the Department.

2. Applicant acknowledges and confirms that it is currently in compliance with applicable state housing law.

3. Applicant acknowledges and confirms that it will continue to comply with applicable housing laws and to refrain from enacting laws, developing policies, or taking other local governmental actions that may or do inhibit or constrain housing production. Examples of such local laws, policies, and actions include moratoriums on development; local voter approval requirements related to housing production; downzoning; and unduly restrictive or onerous zoning regulations, development standards, or permit procedures. Applicant further acknowledges and confirms that the Prohousing Policies in its Application comply with its duty to Affirmatively Further Fair Housing pursuant to Government Code sections 8899.50 and 65583. Applicant further acknowledges and confirms that its general plan is in alignment with an adopted sustainable communities strategy pursuant to Public Resources Code sections 21155-21155.4. Applicant further acknowledges and confirms that its policies for the treatment of homeless encampments on public property comply and will continue to comply with the Constitution and that it has enacted best practices in its jurisdiction that are consistent with the United States Interagency Council on Homelessness' "7 Principles for Addressing Encampments" (June 17, 2022, update).

4. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver all documents required or deemed necessary or appropriate to participate in the Program, and all amendments thereto (the "Program Documents").

5. Applicant acknowledges and agrees that it shall be subject to the Application; the terms and conditions specified in the Program Documents; the Program Regulations; and any and all other applicable law.

6. The City Manager or his designee of the City of Roseville is authorized to execute and deliver the Application and the Program Documents on behalf of the Applicant for participation in the Program.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

_____
City Clerk

The undersigned, Mike Isom, Development Services Director of Applicant, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Applicant's governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

SIGNATURE: DATE:

NAME: Mike Isom TITLE: Development Services Director

Prohousing Designation Program Application

State of California
Governor Gavin Newsom

Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency

Gustavo Velasquez, Director
Department of Housing and Community Development

Megan Kirkeby, Deputy Director
Division of Housing Policy Development

651 Bannon Street
Sacramento, CA 95811

Website: http://www.hcd.ca.gov/planning-and-community-development/prohousing-designation-program
Email: ProhousingPolicies@hcd.ca.gov

February 2025

Prohousing Designation Program Application Package Instructions

The applicant is applying for a Prohousing Designation under the Prohousing Designation Program ("**Prohousing**" or "**Program**"), which is administered by the Department of Housing and Community Development ("**Department**") pursuant to Government Code section 65589.9.

The Program creates incentives for Jurisdictions that are compliant with State Housing Element Law and that have enacted Prohousing Policies. These incentives will take the form of additional points or other preference in the scoring of applications for competitive housing and infrastructure programs. The administrators of each such program will determine the value and form of the preference.

In order to be considered for a Prohousing Designation, the applicant must accurately complete all sections of this application, including any relevant appendices. The Department reserves the right to request additional clarifying information from the applicant.

This application is subject to Government Code section 65589.9 and to the regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) adopted by the Department in promulgation thereof ("**Regulations**"). All capitalized terms in this application shall have the meanings set forth in the Regulations.

All applicants must submit a complete, signed application package to the Department, in electronic format, in order to be considered for a Prohousing Designation. Please direct electronic copies of the completed application package to the following email address: ProhousingPolicies@hcd.ca.gov.

A complete application will include all items identified in the Application Checklist.

In relation to **Appendix 1**, the Formal Resolution for the Prohousing Designation Program, please use ~~strikethrough~~ and underline if proposing any modifications to the text of the Resolution. Please be aware, any sustentative deviations from the Formal Resolution may result in an incomplete application and will likely be subject to additional internal review and potential delays.

Appendix 2, the Proposed Policy Completion Schedule, applies only if an application includes proposed policies.

Appendix 3, Self-Scoring Sheet and Sample Self-Scoring Sheet, includes a blank template to be completed by the applicant as part of the application, as well as a Sample Self-Scoring Sheet with an example of how this template may be completed.

Appendix 4 lists examples of Prohousing Policies with enhancement factors to aid applicants in understanding how enhancement factors may be applied.

Appendix 5 provides a sample template to assist applicants with confirming the treatment of homeless encampments within the jurisdiction is consistent with USICH's "7 Principles for Addressing Encampments."

Appendix 6 provides a checklist to confirm that a Diligent Public Participation Process was conducted.

Appendix 7 is where the applicant will include any additional information and supporting documentation for the application.

If you have questions regarding this application or the Program, or if you require technical assistance in preparing this application, please email ProhousingPolicies@hcd.ca.gov.

Application Checklist

	Yes	No
Application Information	☒	☐
Certification and Acknowledgement	☒	☐
The Legislative Information form is completed.	☒	☐
The Threshold Requirements Checklist is completed.	☒	☐
A duly adopted and certified Formal Resolution for the Prohousing Designation Program is included in the application package. (See **Appendix 1** for the Formal Resolution for the Prohousing Designation Program form.)	☒	☐
If applicable, the Proposed Policy Completion Schedule is completed. (See **Appendix 2**.)	☐	☐
The Self-Scoring Sheet is completed. (See **Appendix 3** for the Self-Scoring Sheet and the Sample Self-Scoring Sheet.)	☒	☐
One-page summary describing consistency with the 7 Principles for Addressing Encampments is completed. (See **Appendix 5** for a template to assist.)	☒	☐
The checklist confirming that a Diligent Public Participation process was conducted. (See **Appendix 6** for the template.)	☒	☐
Additional information and supporting documentation (Applicant to provide as **Appendix 7**.)	☒	☐

Application Information

Applicant (Jurisdiction):	City of Roseville
Applicant Mailing Address:	311 Vernon Street
City:	Roseville
ZIP Code:	95678
Website:	www.roseville.ca.us
Authorized Representative Name	Mike Isom
Authorized Representative Title:	Development Services Director
Phone:	916-774-5276
Email:	misom@roseville.ca.us
Contact Person Name:	Lauren Hocker
Contact Person Title:	Senior Planner
Phone:	(916) 774-5272
Email:	lhocker@roseville.ca.us
Total Self-Score (Based on Appendix 3):	49

CERTIFICATION AND ACKNOWLEDGMENT

As authorized by the Formal Resolution for the Prohousing Designation Program (Resolution No.), which is attached hereto and incorporated by reference as if set forth in full, I hereby submit this full and complete application on behalf of the applicant.

I certify that all information and representations set forth in this application are true and correct.

I further certify that any proposed Prohousing Policy identified herein will be enacted within two (2) years of the date of this application submittal.

I acknowledge that this application constitutes a public record under the California Public Records Act (Gov. Code, § 6250 et seq.) and is therefore subject to public disclosure by the Department.

Signature: _____

Name and Title: Mike Isom, Development Services Director

Date: _____

Legislative Information

District	Number	Legislators Name(s)
State Assembly District	5	Joe Patterson
State Senate District	6	Roger Niello

Applicants can find their respective State Senate representatives at https://www.senate.ca.gov/, and their respective State Assembly representatives at https://www.assembly.ca.gov/

Threshold Requirements Checklist

The applicant meets the following threshold requirements in accordance with Section 6604 of the Regulations:

	Yes	No
The applicant is a Jurisdiction.	☒	☐
The applicant has adopted a Compliant Housing Element.	☒	☐
The applicant has submitted or will submit a legally sufficient Annual Progress Report prior to designation.	☒	☐
The applicant has completed or agrees to complete, on or before the relevant statutory deadlines, any rezone program or zoning that is necessary to remain in compliance with Government Code sections 65583, subdivision (c)(1), and 65584.09, subdivision (a), and with California Coastal Commission certification where appropriate.	☒	☐
The applicant is in compliance, at the time of the application, with applicable state housing law, including, but not limited to those included in Government Code section 65585, subdivision (j); laws relating to the imposition of school facilities fees or other requirements (Gov. Code, § 65995 et seq.); Least Cost Zoning Law (Gov. Code, § 65913.1); Permit Streamlining Act (Gov. Code, § 65920 et seq.); and provisions relating to timeliness of CEQA processing by local governments in Public Resources Code sections 21080.1, 21080.2, and 21151.5(a).	☒	☐
The applicant further acknowledges and confirms that its treatment of homeless encampments on public property complies with and will continue to comply with the constitutional rights of persons experiencing homelessness and that it has submitted a one-page summary to the Department demonstrating how the applicant has enacted best practices in their jurisdiction related to the treatment of unhoused individuals camping on public property, consistent with United States Interagency Council on Homelessness' "7 Principles for Addressing Encampments," (June 17, 2022 update), hereby incorporated by reference.	☒	☐
The applicant has duly adopted and certified, by the applicant's governing body, a Formal Resolution for the Prohousing Designation Program, which is hereby incorporated by reference. (A true and correct copy of the resolution is included in this application package.)	☒	☐

Scoring Criteria
Category 1: Favorable Zoning and Land Use

Category	Prohousing Policy Description	Points
1A	Sufficient sites, including rezoning, to accommodate 150 percent or greater of the current or draft RHNA, whichever is greater, by total and income category. These additional sites must be identified in the Jurisdiction's housing element adequate sites inventory, consistent with Government Code section 65583, subdivisions (a)(3) and (c)(1).	3
1B	Permitting missing middle housing uses (e.g., duplexes, triplexes, and fourplexes) by right in existing low-density, single-family residential zones in a manner that exceeds the requirements of SB 9 (Chapter 162, Statutes of 2021, Gov. Code, §§ 65852.21, 66411.7).	3
1C	Sufficient sites, including rezoning, to accommodate 125 to 149 percent of the current or draft RHNA, whichever is greater, by total and income category. These points shall not be awarded if the applicant earns three points pursuant to Category (1)(A) above. These additional sites must be identified in the Jurisdiction's housing element adequate sites inventory, consistent with Government Code section 65583, subdivisions (a)(3) and (c)(1).	2
1D	Density bonus programs that allow additional density for additional affordability beyond minimum statutory requirements (Gov. Code, § 65915 et seq.).	2
1E	Increasing allowable density in low-density, single-family residential areas beyond the requirements of state Accessory Dwelling Unit Law, (Gov. Code, §§ 65852.2, 65852.22) (e.g., permitting more than one converted ADU; one detached, new construction ADU; and one JADU per single-family lot), and in a manner that exceeds the requirements of SB 9 (Chapter 192, Statutes of 2021, Gov. Code, §§ 65852.21, 66411.7). These policies shall be separate from any qualifying policies under Category (1)(B).	2
1F	Eliminating minimum parking requirements for residential development as authorized by Government Code section 65852.2; adopting vehicular parking ratios that are less than the relevant ratio thresholds at subparagraphs (A), (B), and (C) of Gov. Code section 65915, subdivision (p)(1); or adopting maximum parking requirements at or less than ratios pursuant to Gov. Code section 65915, subdivision (p).	2
1G	Zoning or incentives that are designed to increase affordable housing development in a range of types, including, but not limited to, large family units, Supportive Housing, housing for transition age foster youth, and deep affordability targeted for Extremely Low-Income Households in all parts of the Jurisdiction, with at least some of the zoning, other land use designation methods, or incentives being designed to increase affordable housing development in higher resource areas shown in the TCAC/HCD Opportunity Map, and with the Jurisdiction having confirmed that it considered and addressed potential environmental justice issues in adopting and implementing	2

	this policy, especially in areas with existing industrial and polluting uses.	
1H	Zoning or other land use designation methods to allow for residential or mixed uses in one or more non-residential zones (e.g., commercial, light industrial). Qualifying non-residential zones do not include open space or substantially similar zones.	1
1I	Modification of development standards and other applicable zoning provisions or land use designation methods to promote greater development intensity. Potential areas of focus include floor area ratio, height limits, minimum lot or unit sizes, setbacks, and allowable dwelling units per acre. These policies must be separate from any qualifying policies under Category (1)(B) above.	1
1J	Establishment of a Workforce Housing Opportunity Zone, as defined in Government Code section 65620, or a Housing Sustainability District, as defined in Government Code section 66200.	1
1K	Establishment of an inclusionary housing program requiring new developments to include housing affordable to and reserved for low- and very low-income households, consistent with the requirements of AB 1505 (Chapter 376, Statutes of 2017, Gov. Code, § 65850.01).	1
1L	Other zoning and land use actions not described in Categories (A)-(K) of this section that measurably support the Acceleration of Housing Production.	1

Scoring Criteria
Category 2: Acceleration of Housing Production Timeframes

Category	Prohousing Policy Description	Points
2A	Establishment of ministerial approval processes for multiple housing types, including, for example, single-family, multifamily and mixed-use housing.	3
2B	Acceleration of Housing Production through the establishment of streamlined, program-level CEQA analysis and certification of general plans, community plans, specific plans with accompanying Environmental Impact Reports (EIR), and related documents.	2
2C	Documented practice of streamlining housing development at the project level, such as by enabling a by-right approval process or by utilizing statutory and categorical exemptions as authorized by applicable law, (e.g., Pub. Resources Code, §§ 21155.1, 21155.4, 21159.24, 21159.25; Gov. Code, § 65457; Cal Code Regs., tit. 14, §§ 15303, 15332; Pub. Resources Code, §§ 21094.5, 21099, 21155.2, 21159.28).	2
2D	Establishment of permitting processes that take less than four months to complete. Policies under this category must address all approvals necessary to issue building permits.	2
2E	Absence or elimination of public hearings for projects consistent with zoning and the general plan.	2
2F	Priority permit processing or reduced plan check times for homes affordable to Lower-Income Households.	2
2G	Establishment of consolidated or streamlined permit processes that minimize the levels of review and approval required for projects, and that are consistent with zoning regulations and the general plan.	1
2H	Absence, elimination, or replacement of subjective development and design standards with objective development and design standards that simplify zoning clearance and improve approval certainty and timing.	1
2I	Establishment of one-stop-shop permitting processes or a single point of contact where entitlements are coordinated across city approval functions (e.g., planning, public works, building) from entitlement application to certificate of occupancy.	1
2J	Priority permit processing or reduced plan check times for ADUs/JADUs or multifamily housing.	1
2K	Establishment of a standardized application form for all entitlement applications.	1
2L	Documented practice of publicly posting status updates on project permit approvals on the internet.	1
2M	Limitation on the total number of hearings for any project to three or fewer. Applicants that accrue points pursuant to category (2)(E) are not eligible for points under this category.	1
2N	Other policies not described in Categories (2)(A)-(M) of this section that quantifiably decrease production timeframes or promote the streamlining of approval processes.	1

Scoring Criteria
Category 3: Reduction of Construction and Development Costs

Category	Prohousing Policy Description	Points
3A	Waiver or significant reduction of development impact fees for residential development with units affordable to Lower-Income Households. This provision does not include fees associated with the provision of housing affordable to Lower-Income Households (e.g., inclusionary in lieu fees, affordable housing impact fees, and commercial linkage fees).	3
3B	Adoption of policies that result in less restrictive requirements than Government Code sections 65852.2 and 65852.22 to reduce barriers for property owners to create ADUs/JADUs. Examples of qualifying policies include, but are not limited to, development standards improvements, permit processing improvements, dedicated ADU/JADU staff, technical assistance programs, and pre-approved ADU/JADU design packages.	2
3C	Adoption of other fee reduction strategies separate from Category (3)(A), including fee deferrals and reduced fees for housing for persons with special needs. This provision does not include fees associated with the provision of housing affordable to Lower-Income Households (e.g., inclusionary in lieu fees, affordable impact fees and commercial linkage fees).	1
3D	Accelerating innovative housing production through innovative housing types (e.g., manufactured homes, recreational vehicles, park models, community ownership, and other forms of social housing) that reduce development costs.	1
3E	Measures that reduce costs for transportation-related infrastructure or programs that encourage active modes of transportation or other alternatives to automobiles. Qualifying policies include, but are not limited to, publicly funded programs to expand sidewalks or protect bike/micro-mobility lanes, creation of on-street parking for bikes, transit-related improvements, or establishment of carshare programs.	1
3F	Adoption of universal design ordinances pursuant to Health and Safety Code section 17959.	1
3G	Establishment of pre-approved or prototype plans for missing middle housing types (e.g., duplexes, triplexes, and fourplexes) in low-density, single-family residential areas.	1
3H	Adoption of ordinances that reduce barriers, beyond existing law, for the development of housing affordable to Lower-Income Households.	1
3I	Other policies not described in Categories (3)(A)-(H) of this section that quantifiably reduce construction or development costs.	1

Scoring Criteria
Category 4: Providing Financial Subsidies

Category	Prohousing Policy Description	Points
4A	Establishment of a housing fund or contribution of funds towards affordable housing through proceeds from approved ballot measures.	2
4B	Establishment of local housing trust funds or collaboration on a regional housing trust fund, which include the Jurisdiction's own funding contributions. The Jurisdiction must contribute to the local or regional housing trust fund regularly and significantly. For the purposes of this Category, "regularly" shall be defined as at least annually, and "significant" contributions shall be determined based on the impact the contributions have in accelerating the production of affordable housing. Help – d	2
4C	Demonstration of regular use or planned regular use of funding (e.g., federal, state, or local) for preserving assisted units at-risk of conversion to market rate uses and conversion of market rate uses to units with affordability restrictions (e.g., acquisition/rehabilitation). For the purposes of this category, "regular use" can be demonstrated through the number of units preserved annually by utilizing this funding source.	2
4D	Provide grants or low-interest loans for ADU/JADU construction affordable to Lower- and Moderate-Income Households.	2
4E	A comprehensive program that complies with the Surplus Land Act (Gov. Code, § 54220 et seq.) and that makes publicly owned land available for affordable housing, or for multifamily housing projects with the highest feasible percentage of units affordable to Lower Income Households. A qualifying program may utilize mechanisms such as land donations, land sales with significant write-downs, or below-market land leases.	2
4F	Establishment of an Enhanced Infrastructure Financing District or similar local financing tool that, to the extent feasible, directly supports housing developments in an area where at least 20 percent of the residences will be affordable to Lower-Income Households.	2
4G	Prioritization of local general funds to accelerate the production of housing affordable to Lower-Income Households.	2
4H	Directed residual redevelopment funds to accelerate the production of affordable housing.	1
4I	Development and regular (at least biennial) use of a housing subsidy pool, local or regional trust fund, or other similar funding source sufficient to facilitate and support the development of housing affordable to Lower-Income Households.	1

4J	Prioritization of local general funds for affordable housing. This point shall not be awarded if the applicant earns two points pursuant to Category (4)(G).	1
4K	Providing operating subsidies for permanent Supportive Housing.	1
4L	Providing subsidies for housing affordable to Extremely Low-Income Households.	1
4M	Other policies not described in Categories (4)(A)-(L) of this section that quantifiably promote, develop, or leverage financial resources for housing affordable to Lower-Income Households.	1

Scoring Criteria
Enhancement Factors

The Department shall utilize enhancement factors to increase the point scores of Prohousing Policies. An individual Prohousing Policy may not use more than one enhancement factor. Each Prohousing Policy will receive extra points for enhancement factors in accordance with the chart below.

Category	Prohousing Policy Description	Points
1	The policy represents one element of a unified, multi-faceted strategy to promote multiple planning objectives, such as efficient land use, access to public transportation, housing affordable to Lower-Income Households, climate change solutions, and/or hazard mitigation.	2
2	Policies that promote development consistent with the state planning priorities pursuant to Government Code section 65041.1.	1
3	Policies that diversify planning and target community and economic development investments (housing and non-housing) toward place-based strategies for community revitalization and equitable quality of life in lower opportunity areas. Such areas include, but are not limited to, Low Resource and High Segregation & Poverty areas designated in the most recently updated TCAC/HCD Opportunity Maps, and disadvantaged communities pursuant to Health and Safety Code sections 39711 and 39715 (California Senate Bill 535 (2012).	1
4	Policies that go beyond state law requirements in reducing displacement of Lower-Income Households and conserving existing housing stock that is affordable to Lower-Income Households.	1
5	Rezoning and other policies that support intensification of residential development in Location Efficient Communities.	1
6	Rezoning and other policies that result in a net gain of housing capacity while concurrently mitigating development impacts on or from Environmentally Sensitive or Hazardous Areas.	1
7	Zoning policies, including inclusionary housing policies, that increase housing choices and affordability, particularly for Lower-Income Households, in High Resource and Highest Resource areas, as designated in the most recently updated TCAC/HCD Opportunity Maps.	1
8	Other policies that involve meaningful actions towards Affirmatively Furthering Fair Housing outside of those required pursuant to Government Code sections 65583, subdivision (c)(10), and 8899.50, including, but not limited to, outreach campaigns, updated zoning codes, and expanded access to financing support.	1

Self-Scoring Sheet Instructions

The Department shall validate applicants' scores based on the extent to which each identified Prohousing Policy contributes to the Acceleration of Housing Production. The Department shall assess applicants' Prohousing Policies in accordance with statutory requirements and the Regulations.

The Department shall further assess applicants' Prohousing Policies using the following four scoring categories: Favorable Zoning and Land Use, Acceleration of Housing Production Timeframes, Reduction of Construction and Development Costs, and Providing Financial Subsidies. Applicants shall demonstrate that they have enacted or proposed at least one policy that significantly contributes to the Acceleration of Housing Production in each of the four categories. A Prohousing Designation requires a total score of 30 points or more across all four categories.

Instructions

Please utilize one row of the Self-Scoring Sheet for each Prohousing Policy.

- **Category Number**: Select the relevant category number from the relevant Scoring Criteria list in this application. Where appropriate, applicants may utilize a category number more than once.
- **Concise Written Description of Prohousing Policy**: Set forth a brief description of the enacted or proposed Prohousing Policy.
- **Enacted or Proposed**: Identify the Prohousing Policy as enacted or proposed. For proposed Prohousing Policies, please complete **Appendix 2: Proposed Policy Completion Schedule**.
- **Documentation Type**: For enacted Prohousing Policies, identify the relevant documentary evidence (e.g., resolution, zoning code provisions). For proposed Prohousing Policies, identify the documentation which shows that implementation of the policy is pending.
- **Web Links/Electronic Copies**: Insert the Web link(s) to the relevant documentation or indicate that electronic copies of the documentation have been attached to this application as **Appendix 7**.
- **Points**: Enter the appropriate number of points using the relevant Scoring Criteria list in this application.
- **Enhancement Category Number (optional)**: If utilizing an enhancement factor for a particular Prohousing Policy, enter the appropriate category number using the relevant Scoring Criteria list in this application.
- **Enhancement Points (optional)**: If utilizing an enhancement factor for a particular Prohousing Policy, enter the point(s) for that Prohousing Policy.
- **Total Points**: Add the enhancement point(s) to the Prohousing Policy's general point score.

Appendix 2: Proposed Policy Completion Schedule

Category Number	Concise Written Description of Proposed Policy	Key Milestones and Milestone Dates	Anticipated Completion Date	Notes

Appendix 3: Self-Scoring Sheet and Sample Self-Scoring Sheet

Self-Scoring Sheet

Category Number	Concise Written Description of Prohousing Policy	Enacted or Proposed	Documentation Type (e.g., resolution, zoning code)	Insert Web Links to Documents **or** Indicate that Electronic Copies are Attached as **Appendix 7**	Points	Enhancement Category Number	Enhancement Points	Total Points
1C	The Housing Element Residential Sites Inventory and completed Rezone Program accommodate a total of 2,403 units.	Enacted	Adopted Housing Element. Housing Element Program 14. Policies H3.2, H3.4, H3.5. See Calculation Table in Appendix D.	https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/General%20Plan/10%20Housing%20Element%20Adopted%208.18.21.pdf See Appendix 7 Document 01 for Calculation Table.	2			2

1H	Residential uses are permitted by right in the Commercial Mixed Use (CMU) zone and conditionally permitted in Neighborhood Commercial (NC), Community Commercial (CC), General Commercial (GC), and Old Town Historic (HC) zones. The Riverside Gateway Specific Plan includes a Special Area overlay (SA) that created the CMU/SA-RG zoning district that allows residential development by right.	Enacted	Municipal Code Section 19.12.020 and Sections 9.3.1 through 9.3.3 of the Riverside Gateway Specific Plan	Municipal Code: https://ecode360.com/42766215 And Riverside Gateway Plan: https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Specific%20Plans%20&%20Planning%20Areas/Riverside%20Gateway%20Specific%20Plan/Riverside%20Gateway%20Specific%20Plan.pdf	2			2

1l	The Development Standard (DS) overlay district allows an applicant to modify the development standards in any zone district or specific plan minimum lot size, width, yard setbacks, useable open space, landscaping setbacks, and parking ratios; maximum lot depth, coverage, and building height; and principal building types to provide for increased development flexibility. There are currently 5,812.1 acres within 26,373 parcels within the city that have DS overlay zoning.	Enacted	Municipal Code Section 19.18.020	https://ecode360.com/42766261#42766261	1			1

1L	On December 21, 2022 the Roseville City Council approved the Douglas-Harding, Douglas-Sunrise, and Atlantic Street Specific Plans to facilitate commercial reinvestment and redevelopment, housing, and streetscape beautification. The Corridor Plans streamline housing development by correcting non-conforming zoning issues, allowing housing in commercial zones, and by streamlining CEQA analysis. The three plans provide for a minimum of 850 new housing units. This further expands the City's comprehensive and successful specific plan strategy in the City's Infill areas. Like the specific plan strategy, the Corridor Plans provide streamlining using the specific plan exemption, eliminating most future entitlements and CEQA requirements for future projects.	Enacted	Commercial Corridors website, General Plan Growth Management Strategy (starting on page II-33) and General Plan Policies LU1.1, LU5.5, LU8.5, LU8.7, LU8.10, LU9.3, and LU9.5 and Housing Element Program 6	Municipal Code: https://ecode360.com/42766841#42766841 And the Atlantic Street, Douglas-Harding, and Douglas-Sunrise Corridor specific plans https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=20705371 See Appendix 7 Document 02 for description of this criteria's relationship to Enhancement Factor 1.	1	1	1	2

	The Commercial Corridor Project is the City's latest effort in its comprehensive Specific Planning strategy. (See Appendix 7 Document 02 for description of this criteria's relationship to Enhancement Factor 1)							

2A	The City maintains several ministerial approval process options for multiple housing project types. All low density residential (aka single family) units citywide are exempt from Design Review. These projects only require a building permit. Multifamily projects with at least 20% affordable housing may use the City's Objective Design Standards checklist, which allows applicants to self-certify that their projects meet a set of objective standards, and after that, these projects only require ministerial building permits, and no additional entitlements, notices, or hearings are required. Affordable Housing projects also qualify for ministerial processing of lot line adjustments, voluntary mergers, and parcel maps.	Enacted	Housing Element Program 15, Municipal Code 19.74.010 (D), Objective Design Standards, and Objective Design Standards webpage, Ordinance, Municipal Code 18.05.020	Housing Element: https://cdnsm5-hosted.civicclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/General%20Plan/10%20Housing%20Element%20Adopted%208.18.21.pdf Municipal Code: https://ecode360.com/42765899#42765899 And https://ecode360.com/42765137	3			3

2B	Certified General Plan EIR and many specific plan program EIRs that provide program-level CEQA analysis for projects. Nearly all housing projects are located within specific plan areas, and thus nearly all housing qualifies for streamlining. See Appendix 7 Document 02 for description of this criteria's relationship to Enhancement Factor 1.	Enacted	General Plan EIR (2020), Downtown Specific Plan EIR (2009), Northeast Roseville Specific Plan EIR (1987), North Central Roseville Specific Plan EIR (1990), Southeast Roseville Specific Plan EIR (1988), Stoneridge Specific Plan EIR (1998), Hewlett Packard Master Plan EIR (1996), Highland Reserve Specific Plan EIR (1997), Northwest Roseville Specific Plan EIR (1989), North Roseville Specific Plan EIR (1997, 1999, 2000), Del Webb Specific Plan EIR (1993), West Roseville Specific Plan EIR (2004), Sierra Vista Specific Plan EIR (2010), Creekview Specific Plan EIR (2012), Amoruso Specific Plan EIR (2016) General Plan Policies LU1.1, LU5.5, LU8.5, LU8.7, LU8.10, LU9.3,	Specific Plans Webpage (Click on map of each plan for all plan documents): https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774576 See Appendix 7 Document 02 for description of this criteria's relationship to Enhancement Factor 1.	2	1	2	4

			and LU9.5 and Housing Element Program 6					
2C	The City has a documented practice of streamlining housing development through the CEQA exemption for projects consistent with a specific plan (Government Code section 65447). The City's CEQA Implementing Procedures document the City's adopted approach to streamlining housing development using the CEQA statutory and categorical exemptions. In addition, the City has an adopted citywide ministerial process for multifamily housing providing at least 20% affordable housing. See Appendix 7 Document 02 for description of this criteria's relationship to Enhancement Factor 1.	Enacted	City of Roseville CEQA Implementing Procedures for Preparation, Processing, and Review of Environmental Documents, Exemption Examples, General Plan Policies LU1.1, LU5.5, LU8.5, LU8.7, LU8.10, LU9.3, and LU9.5 and Housing Element Program 6	CEQA Implementing Procedures: https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Citywide%20Planning%20Documents/CEQA%20Procedures_adopted20Jan2021.pdf See Appendix 7 Document 03 for two projects with Exemptions that have implemented these procedures. See Appendix 7 Document 02 for description of this criteria's relationship to Enhancement Factor 1.	2	1	2	4

2D	Typical building permit processing times are: Multifamily: Between 8 and 16 weeks Affordable Housing Projects: Reviews are prioritized, which expedites permit review time by up to 25% (6 to 12 weeks) Single Family Production Units: 2 to 3 weeks Custom Single-Family Units: 6 to 12 weeks, depending on complexity of design. Engineering permit applications can be submitted concurrently with building permit applications so that reviews can overlap, providing further reductions in processing times. The City added a new reporting function to its online permit records system on timelines for building, engineering, and planning records in the beginning of 2022. The City continues to optimize this Plan Review Report, which lists	Enacted	Page X-147, Housing Element and Plan Review Report	https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/General%20Plan/10%20Housing%20Element%20Adopted%208.18.21.pdf See Appendix 7 Document 04 for August 18, 2025 Plan Review Report	2			2

	all active permits and entitlements, the responsible staff reviewer, and time remaining before the review deadline for each project. Currently, 99% of all engineering and building permits and planning entitlements are completed prior to their due date. Reviews that do not meet their deadlines are usually completed within a day past their deadline.							

2E	The Downtown Specific Plan streamlines the permitting of all housing within the downtown area. As mentioned under 2A, all single family and two-unit housing throughout the City is permitted ministerially. In addition, all multifamily housing in the Downtown Specific Plan area is streamlined through the Minor Design Review Permit (MDRP) process (Municipal Code Section 19.74.010(C)(2)). The MDRP is an over-the-counter, inexpensive process that is approved administratively by the Planning Manager and requires no hearing. A public notice is posted at the project site at least 10 days prior to action on the project (Municipal Code Section 19.78.020). The MDRP fee is $233, whereas a standard design review permit requires a deposit of $8,000. This process has been used to approve more than 227 new housing units (four mixed use	Enacted	Downtown Specific Plan (Section 9.4.7), Downtown Code Section 3.6, Municipal Code Sections 19.74.010(C)(2) and 19.78.020 and General Plan Policies LU1.1, LU5.5, LU8.5, LU8.7, LU8.10, LU9.3, and LU9.5 and Housing Element Program 6	Downtown Specific Plan Chapter 9: https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Specific%20Plans%20&%20Planning%20Areas/Downtown%20Specific%20Plan/Downtown%20Specific%20Plan/09%20Plan%20Administration.pdf Downtown Code Chapter 3: https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Specific%20Plans%20&%20Planning%20Area	2	1	2	4

	projects: Lohse Apartments [623 Vernon Street], Main Street Plaza[140 Main Street], Junction Station [120 Pacific Street], and Vernon Mixed Use [129 Vernon Street]) The three Commercial Corridor Specific Plans allow Planning Manager approval for Multi-Family Residential projects that propose density of 25 units/acre or greater. See Appendix 7 Document 02 for description of this criteria's relationship to Enhancement Factor 1.			s/Downtown%20Specific%20Plan/Downtown%20Code/Planning_Chapter3_DTCodeMaster.pdf Municipal Code MDRP: https://ecode360.com/42767759#42767760 https://ecode360.com/42767831#42767831 Municipal Code Corridor Plans: https://ecode360.com/42766841#42766841 And the Atlantic Street, Douglas-Harding, and Douglas-Sunrise Corridor specific plans https://www.roseville.ca.us/cms/One.aspx?portalId=7964				

				922&pageId=20705371 See Appendix 7 Document 02 for description of this criteria's relationship to Enhancement Factor 1.				

2G	The City allows concurrent submittal of building and engineering permits along with entitlements after the first round of entitlement check, once the application is complete. To facilitate this, the Development Services Department uses several permit and entitlement checklists to make requirements for all stages of a project as clear as possible, and to make applicants aware of required documentation and information before even filing an application. Furthermore, the Online Permitting Services (OPS) Portal allows applicants and staff to submit information, comments, and changes directly without the need for hard copy plans and multiple meetings or visits to the Permit Center. In addition, this system allows staff in different divisions on concurrent permits to work directly with each other and see each other's comments in real time, reducing	Enacted	Policy for Concurrent Review of Building Permits, Civil Improvement Permits, and Final Maps (Policy Number DS08), Permit and Entitlement Checklists, Online Permitting System Portal	Policy for Concurrent Review and Request Form: https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/AFH/Concurrent%20Review_2018_revised.pdf Permit and Entitlement Checklists: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10388959 (click link and then click tabs for Building, Planning, and Engineering and see "Electronic Submittal Checklists" OPS Portal:	1			1

	the need for the applicant to go back and forth between divisions and deal with potentially conflicting comments. With direct, online communication, less administration is required, so staff processing entitlements and permits can respond directly and quickly without the need for the information to need to go through multiple people or steps. Combined, the OPS Portal, application checklists, and concurrent entitlement and permit processing create a consolidated process that allows multiple staff the ability to work simultaneously on planning entitlements greatly reduces processing time.			https://aca-prod.accela.com/COR/Default.aspx				

2H	The City has ministerial Objective Design Standards (ODS) process for qualifying multifamily projects, which shortens timeframes by an average of three to four months. To qualify to use the ODS process, a project need not comply with the State SB 35 criteria. All projects citywide that provide a minimum of 20% affordable housing for low, very low, or extremely low income households may use the streamlined ODS process. Applicants who wish to use this process fill out an application and self-certification checklist indicating they comply with the City's Objective Design Standards and, after pre-application review by Planning staff to verify, are permitted to proceed directly to the Building Permit process. This allows affordable housing projects to bypass the Design Review Permit process, which can save an average of three months of	Enacted	Objective Design Standards, Page X-147 of the Housing Element	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=17937094	1			1

	processing time and eliminates the $8,000 deposit required for the entitlement. Since the ODS were adopted in their current form on April 21, 2021, the City has completed 10 affordable multifamily projects though the ODS process. In 2024 alone, the City approved four ODS projects for a total of 1,157 new affordable units. To compare, since the adoption of the ODS process no applicants have requested streamlining pursuant to SB 35 as of August 2025.							

2I	The City operates a physical Permit Center where applicants can meet with planners and permit technicians, as well as representatives from Fire, Engineering, and Environmental Utilities in person, as well as an Online Permit Center where they can apply for any entitlement and pay fees. Each project is assigned to a planner who coordinates the project throughout its life and acts as a single point of contact for all other department contacts.	Enacted	Webpage and Brochure	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10101469 https://cdnsm5-hosted.civicclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/AFH/Handouts/Entitlement%20Permit%20Review%20Process.pdf	1			1
2J	Planning prioritizes the processing of multifamily development projects with affordable units, which reduces processing times by up to 25%.	Enacted	Permit Processing Procedures and Timeline Estimates, Page X-147 of the Housing Element	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=16922252	1			1

2K	The City has a universal planning application form for all entitlement applications. In addition, Planning provides application checklists for every entitlement type to assist applicants in providing all of the needed information consistently and in a timely manner.	Enacted	Applications, Forms & Handouts webpage. Click on “Planning” tab	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10388959	1			1
2L	The City publicly posts status updates on projects and permits online on its Development Activity Reporting webpage and the Online Permitting Services (OPS) portal, which allows anyone to look up status updates and documents.	Enacted	Development Activity Reporting webpage and Online Permitting Services Portal. Click on “Planning” tab	Development Activity Reporting: https://www.roseville.ca.us/government/departments/development_services/planning/development_activity_reports OPS Portal: https://aca-prod.accela.com/COR/Default.aspx	1			1

2N	A Project Evaluation Meeting (PEM) is held to review the first application submittal for discretionary projects to discuss possible site and design issues. It is attended by representatives from City departments (including Engineering, Building, Fire, Utilities, etc.) with the project applicant, architect, engineer, etc. to disclose potentially costly and time-consuming issues early enough to efficiently make changes. The PEM meeting can be held in person or virtually and allows a project applicant to meet with representatives from all of the City departments with discretionary authority over a project's requested entitlements and permits simultaneously, thus removing silos between departments. This allows the applicant to speak with department	Enacted	Entitlement Permit Review Process brochure, found on Applications, Forms & Handouts webpage. Click on "Planning" tab	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10388959	1			1

	representatives directly so they can ask clarifying questions, negotiate terms, and, if two departments have conflicting directions, can resolve inconsistent directions on the spot. This reduces the need for multiple calls, meetings, and/or emails between the applicant and multiple departments. This can also solve issues before an applicant prepares resubmittal project documents. This can save the applicant tens of thousands (or more) of dollars and weeks or months of time.							

3A	The Downtown Specific Plan waives park in lieu fees for residential development. (Housing Element, pg. X-90 and X-191; Downtown Specific Plan Policy 8.2.1). The waiver of parkland dedication requirements and park fees reduces development impact fees by $2,523 per unit (Commercial & Multifamily Fee Booklet, Appendix P) The Commercial Corridor Specific Plans also provide these waivers. The City's intent is to provide incentives to build high density housing, particularly in more dense, walkable areas of the city. See Appendix 7 Document 02 for description of this criteria's relationship to Enhancement Factor 1.	Enacted	Housing Element Program 6, pg. X-90 and X-191 Downtown Specific Plan, Policy 8.2.1 Commercial Corridor Specific Plans Residential Fee Booklet, Commercial & Multifamily Fee Booklet Appendix P General Plan Policies LU1.1, LU5.5, LU8.5, LU8.7, LU8.10, LU9.3, and LU9.5	Housing Element: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=16922252 Downtown Specific Plan: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8775091 Commercial Corridor Specific Plans: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=17686767 Fee Booklets: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8740472 General Plan: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774544	3	1	2	5

				See Appendix 7, Document 02 for description of this criteria's relationship to Enhancement Factor 1.				

3C	The City has reduced development impact fees for age-restricted housing. This includes the citywide Public Facilities Fee, the Placer County Capital Facilities Fee, and Parks fees for several of the City's specific plans, including the North Roseville Specific Plan (NRSP), Westpark Specific Plan, and the Sierra Vista Specific Plan (SVSP). These fee reductions reduce development costs associated with this special housing need. These fees are provided in the City's Residential Fee Booklet and Commercial & Multifamily Fee Booklet, and a table showing a comparison of fees is provided in Appendix 7.	Enacted	Residential Fee Booklet and Commercial & Multifamily Fee Booklet	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8740472 See Appendix 7 Document 05 for Comparison of Fees	1			1

3D	The City coordinated with Placer County and AMI Housing to convert and rehabilitate the Hampton Inn located at Sunrise Boulevard and Douglas Boulevard from a hotel to 82 fully-contained units of permanent supportive housing for unhoused households. Now called the Sun Rose Apartments, the project started as an effort by Placer County and the City to shelter the unhoused during the beginning of the Covid-19 pandemic using Project Roomkey funds. The units are fully occupied as of April 2025 and the program has been successful both in terms of helping people find housing and gaining stability, as well as for collaboration between the City and the County. This project is one component of the City's continued collaborative work with Placer County to provide innovative housing and services for people experiencing homelessness. With regard to Enhancement Factor 4, this is an example of a project the City undertook	Enacted	Sun Rose Apartments website, Council Communication RE: Placer Regional Homelessness Strategy	Website for Sun Rose Apartments: https://www.interiminc.org/sunroseapartments/ See Appendix 7 Document 06 for Council Communication.	1	4	1	2

	which went beyond what state law requires, and avoided the displacement/loss of a temporary housing site for people experiencing homelessness by converting it into permanent transitional housing.							

3E	The City operates a robust Alternative Transportation program with several full time staff dedicated to planning, operating, and maintaining alternative transportation options. This group assists the City in developing new policies supportive of non-vehicular transportation, including transit, biking, and walking. They also coordinate with transit, operate a Safe Routes to School Program, and provide and financially support educational opportunity and outreach events centered around biking and walking throughout the year. There are over 100 miles of on-street bike lanes plus 38.4 miles of Class 1 separated trails for bikes and pedestrians currently located within the city. The City is currently constructing a two-mile-long	Enacted	Bicycle Master Plan, Pedestrian Master Plan, Alternative Transportation Division webpage, City Bicycle Friendly Community webpage, League of American Bicyclists webpage and Bicycle Friendly Community Report Card for Roseville.	Biking & Walking - City of Roseville (includes parks, trails and bikeways map) Bicycle Master Plan and Pedestrian Master Plan: Planning - City of Roseville Bicycle Friendly Community - City of Roseville Bicycle Friendly America℠ | League of American Bicyclists (bikeleague.org) See Appendix 7 Document 07 for Bicycle Friendly Community Report Card	1			1

	section of the Dry Creek Greenway East Trail with planned completion by 2026, and several more off-street trails are planned and/or in the design and public outreach phases. A map of existing and planned bike lanes and multiuse trails is printed and distributed to members of the public, as well as made available online for people wanting to download the map. The City originally adopted its Bicycle Master Plan in 2008 and its Pedestrian Master Plan in 2011, both of which are updated regularly. The Bicycle Master Plan sets the City's goals for bicycling and facilities and infrastructure to support those goals and policies. Roseville was first awarded the Bicycle Community award by the League of American Bicyclists in 2008, and the award was renewed							

	in 2017 and 2021, and has currently applied for the 2025 award period. The Alternative Transportation group advocates for funding to implement more robust programs and develop better biking infrastructure.							

3I	The Riverside Gateway Specific Plan includes a streamlined Site Development Prototypes and Design Review Process. As part of the development of this specific plan, a qualified architect prepared four development prototypes for mixed use buildings on typical-sized lots located within the Plan Area. Property owners and/or developers may use one of these prototypes to take advantage of a streamlined development process consisting of only three steps. A Design Review Permit is not required, saving thousands of dollars in design costs to the developer, as well as in entitlement processing fees and time. The simplified process requires that the developer submit a site-specific grading plan showing utility locations, followed by a 30-day review period for City	Enacted	Riverside Gateway Specific Plan, page 9- 8 and Appendix C and General Plan Policies LU1.1, LU5.5, LU8.5, LU8.7, LU8.10, LU9.3, and LU9.5 and Housing Element Program 6	Riverside Gateway Plan: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8775137 General Plan: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774544 See Appendix 7 Document 02 for description of this criteria's relationship to Enhancement Factor 1.	1	1	2	3

	departments. After comments on the grading plans have been addressed, the project can go straight to plan check, including concurrent Engineering and Building Permit reviews, consistent with the timelines mentioned in 2D. If a lot merger or lot line adjustment is required for one of these projects using the prototypes, The Riverside Gateway Specific Plan allows for these entitlements to be reviewed and approved through the City's Administrative Permit process, which is approved at the staff level. In addition, this process removes the requirement for the notification process, further reducing processing time and limiting potential for litigation. See Appendix 7 Document 02 for description of this criteria's relationship to Enhancement Factor 1.							

4B	The City established the Roseville Local Housing Trust Fund HTF) in 2004. The HTF is funded through developer in-lieu fees, payoffs from developer-subsidized loans, and payoffs from affordable resale units. The HTF was slow to gain funding due to the recession and reductions in home building starting in 2008, so it was unable to provide for major projects until 2019. However, prior to that, it did assist in providing funding for smaller-scale projects and loans for affordable housing development. The HTF has now built up enough to be a major source of funding for new affordable housing construction.	Enacted	Housing Element p. X- 29, and Local Housing Trust Fund Final Report	Housing Element: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=16922252	2			2

4H	The City acts as the successor agency for the now dissolved Roseville Redevelopment Agency. Current revenues primarily come from loan repayments and are used for small gap funding for future affordable housing projects in areas of high opportunity or in areas at risk of displacement. In 2021, residual redevelopment funds in the amount of $600,000 were loaned to St. Anton Partners to create 80 affordable units that were fully occupied in 2024. In 2022, a loan in the amount of $500,000 was used as gap financing to fund Hampstead's Prospera at Fiddyment Workforce project that created 54 affordable workforce units.	Enacted	FY 2023-2024 Annual Report and Report of Required Information	See Appendix 7 Document 08 FY 2023-2024 Annual Report and Report of Required Information	1			1

4I	The City operates an ongoing Affordable Housing Program, which consists of three separate funding sources: the Roseville Local Housing Trust Fund, Low and Moderate Income Fund, and the Affordable Housing The City issues a Notice of Funding Availability (NOFA) each year making funding from these, and other funding sources as available (such as CDBG, State Local Housing Trust Fund Program match, etc.) for new affordable housing construction projects to qualified builders.	Enacted	2025 Permanent Supportive and Affordable Housing Notice of Funding Availability	See Appendix 7 Document 09 for 2025 NOFA	1			1

4M	The Roseville Housing Division operates the Housing Rehabilitation Program, which provides 0% interest loans of up to $100,000 to low-income households for repairs needed to correct health and safety deficiencies and general improvements to keep the property from falling into disrepair. There are no monthly loan payments, and the loans are only payable upon sale, change of title, or change of use. Low-income individuals that are either permanently disabled and/or over the age of 62 may also qualify for grants of up to $5,000 under this program. In 2024, the Housing Rehabilitation Program served five households with a total of $300,000. Additional funds can be applied to the program as available. As of	Enacted	Program Webpage, Program Brochure, 2024 APR	Link to Program Webpage: https://www.roseville.ca.us/residents/affordable_housing/ownership_programs/housing_rehabilitation_program Housing Element APR data available on HCD website: https://www.hcd.ca.gov/planning-and-community-development/housing-element-implementation-and-apr-dashboard	1	4	1	2

	August 2025, there are currently another four homes that are being rehabbed using this program. With regard to Enhancement Factor 4, this program goes beyond State requirements to prevent the displacement of lower-income households and preserve affordable housing. The City's program is not mandatory, it is a program the City initiated and established that goes beyond the requirements of law by offering 0% interest loans with no monthly payments, as long as the resident continues to occupy the home as their primary residence. It enables lower-income homeowners to make essential health and safety repairs, helping them remain in their homes and avoid the risk of forced sale due to unaffordable costs or code enforcement actions resulting from							

	deferred maintenance.							
Total					36		13	49

Appendix 4: Examples of Prohousing Policies with Enhancement Factors

If a Prohousing Policy incorporates any of the enhancement factors specified in the Scoring Criteria Enhancement Factors chart, it will receive extra points as indicated therein. Examples of such qualifying Prohousing Policies include the following:

Category 1: Favorable Zoning and Land Use

- Rezoning sufficient sites to accommodate 150 percent or greater of the Regional Housing Needs Allocation by total or income category, including sites in Location Efficient Communities.
- Rezoning sufficient sites to accommodate 150 percent or greater of the Regional Housing Needs Allocation by total or income category, including sites in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Rezoning to accommodate 125 to 149 percent of the Regional Housing Needs Allocation in downtown commercial corridors or other infill locations.
- Expanding density bonus programs to exceed statutory requirements by 10 percent or more in Location Efficient Communities.
- Reducing or eliminating parking requirements for residential development as authorized by Government Code section 65852.2 in Location Efficient Communities.
- Increasing allowable density in low-density, single-family residential areas beyond the requirements of state Accessory Dwelling Unit Law in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Modification of development standards and other applicable zoning provisions to promote greater development intensity in downtown commercial corridors or other infill locations.
- Coupling rezoning actions with policies that go beyond state law requirements in reducing displacement of lower-income households and conserving existing housing stock that is affordable to lower-income households.

Category 2: Acceleration of Housing Production Timeframes

- Ministerial approval processes for multifamily housing in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Streamlined, program-level CEQA analysis and certification of specific plans in Location Efficient Communities.
- Documented practice of streamlining housing development at the project level in downtown commercial corridors and other infill locations.
- Expedited permit processing for housing affordable to lower-income households in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).

Category 3: Reduction of Construction and Development Costs

- Fee waivers for affordable housing in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Fee waivers or reductions for higher density housing in downtown commercial corridors or other infill locations.
- Measures that reduce costs and leverage financial resources for transportation-related infrastructure or programs in Low Resource and High Segregation & Poverty areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Adoption of universal design ordinances to increase housing choices and affordability for persons with disabilities in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Permitting innovative housing types, such as manufactured homes, recreational vehicles or park models, in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).

Category 4: Providing Financial Subsidies

- Targeting local housing trust funds to acquisition or rehabilitation of existing affordable units, or to affordable units at risk of converting to market rate uses, in Low Resource and High Segregation & Poverty areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Marketing grants and other financial products for ADUs/JADUs in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Utilizing publicly owned land for affordable housing in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Establishment of an Enhanced Infrastructure Financing District or similar local financing tool in a Low Resource or High Segregation & Poverty area (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Directing residual redevelopment funds or general funds to conservation or preservation of affordable housing in areas at high risk of displacement.

Appendix 5 City of Roseville Homeless Encampment Template

Subchapter 6.6 Prohousing Designation Program requires applicants to confirm that its treatment of encampments on public property complies with and will continue to comply with the constitutional rights of persons experiencing homelessness. An application must include a one-page summary demonstrating how the applicant has enacted best practices in their jurisdiction related to the treatment of unhoused individuals camping on public property, consistent with the United States Interagency Council on Homelessness' "7 Principles for Addressing Encampments (June 17, 2022). The following template and certification are included to help jurisdictions meet this threshold.

Authored: **August 2025**

Updated: **October 2025**

Author: **Suzanne Acrell, Housing Analyst and Lauren Hocker, Senior Planner**

- **Principle 1: Establish a Cross-Agency, Multi-Sector Response to Encampments –** Describe how system partners (name partners) work together to prioritize health and safety both for residents and unsheltered individuals. (350 characters max)

The City developed a Homeless Response Team in 2015. This is a cross-departmental team comprised of staff from various departments and divisions, including Economic Development, Parks Recreation and Libraries, the Roseville Police Department Social Services Unit (SSU), the Housing Division, Public Works, Public Affairs and Communications, and the City Attorney's Office. Led by Housing Analyst Suzanne Acrell, the team meets monthly to address homelessness and prioritize unsheltered individuals and housed neighbors, the environment, and businesses.

This Homeless Response Team collaborates frequently with shelter providers, County Health and Human Services, County Probation, local hospitals, and neighboring jurisdictions.

- **Principle 2: Engage Encampment Residents to Develop Solutions –** Describe street outreach efforts to engage with encampment residents to find alternative shelter, housing, and service options using the housing first approach before an existing encampment is closed. (350 characters max)

Park, Recreation & Libraries' Open Space Division coordinates with the SSU to clean up abandoned camping sites and occupied locations frequently utilized by homeless

individuals. The City maintains a GIS application to mark camps that are reported to the City and track camp status. The system is also used by the Fire Department to address evacuation needs in case of fires in open space areas. When such locations are found by City staff or reported by the public, the SSU outreaches to individuals to build trust and offer connection to shelter and housing; a Homeless Outreach Worker from Placer County Health and Human Services is embedded within the SSU. City staff make contact with individuals both in camps and around the community, with the team contact dependent on the circumstance.

Staff/teams include the Family Mobile Team, which responds to family crisis situations focused on services and support for minors in distress (including both physical danger and mental health circumstances); the Mobile Crisis Team, which responds primarily to adult crisis situations; a Social Service Practitioner trained in de-escalation, critical negotiations, and solution-oriented approaches, to work with at-risk and chronic individuals impacted by mental health complications and substance use disorders; and Homeless Outreach Workers, to work on connecting people with housing and services. These City staff meet the person experiencing homelessness where they are, listen to their needs, and offer assistance to address barriers to housing. Shelter opportunities and an array of supportive services are provided to individuals as needed, including:

- *Family reunification services, including funding for travel to a verified supportive family member's home*
- *Connection to counseling, community education, and health services*
- *Connection to shelters and other housing services*

A complete list of the services and service providers can be found on the City of Roseville Homelessness Resources webpage. The services and organizations on this page are also provided to people on a card (see printable PDF of this card here, on the Homelessness Resources page). The City has also posted permanent signs by parks, trails, and other areas where unsheltered people are known to be that provides the phone number to access services and a QR code for donations to homelessness services.

The City has an overarching goal of proactively offering resources and outreach to as many unsheltered individuals in the community as possible, and tracks the number of contacts made by the City staff, the number of resource contact cards distributed, and the number of people successfully housed or reunified with family.

If a site cleanup is needed, RPD coordinates with the Open Space Division to post a notice for a minimum of 48 hours, perform the service, hold any found belongings for 90 days for

pick-up (which is greater than the minimum 60 days specified by Executive Order N-1-24), and dispose of waste. Cleanups are performed up to once a week, if necessary.

- **Principle 3: Conduct Comprehensive and Coordinated Outreach –** Describe multidisciplinary connection strategies and linkages to resources and permanent housing solutions that is customized to individual needs. If applicable, describe how the jurisdiction uses the coordinated entry system to connect individuals to resources and permanent housing. (350 characters max)

The SSU and the other staff/teams described in Principle 2 conducts coordinated outreach with the countywide Homeless Liaison Team and County Probation to provide connection to variety of potential person-centered solutions based on individual needs and next steps to housing. City staff provide people experiencing homelessness with immediate resources including transportation to and assistance navigating places like the DMV and Social Security Office, as well as access to the resources discussed in Principle 2 and found on the City of Roseville Homelessness Resources webpage. Transportation to shelter is provided, and shelter is provided by either shelter providers (see Principle 5 for a comprehensive list) or via hotel vouchers. Supportive services are provided for both shelter options.

Both the SSU and the Housing Division utilize their licenses and are active in the countywide 211/coordinated entry Homeless Management Information System.

- **Principle 4: Address Basic Needs and Provide Storage –** Describe efforts to meet basic needs, health, safety, and access to storage (timeframes) for people experiencing unsheltered homelessness while creating clear pathways to permanent housing. (350 characters max)

The City provides connection to medical, mental, and behavioral health care, substance use treatment, and to local non-profit providers offering shelter, transitional housing, permanent housing, groceries, meals, showers, and laundry. In collaboration with a local non-profit provider, SSU administers an emergency hotel voucher program.

The City also encourages unhoused individuals to store copies of their important housing documents needed to access housing such as picture ID, veteran ID, DD214, social security card, income statements and more to the HMIS. Lost or stolen documents can be an added barrier to permanent housing.

Camp cleanup procedures are based on the Encampment Safety Priority Level Standards Policy (Appendix 5 Document 01 City of Roseville Encampment Safety Priority Level Standards Policy 3.15.23 (Signed)). When a camp is reported to the City's tracking system it is evaluated to determine the priority level. The SSU engages in citywide proactive outreach in our homeless camp hot spot locations on every Monday and Tuesday of each week. During these two days of "Camp Reconnaissance" we are engaged in proactive outreach with our unsheltered population and, if needed, mark camps in need of cleanup with 48-hour notices. All camps on public property and debris piles get entered into our Field Maps database which gives locational information on a google earth image of where each camp was located and what priority it was assigned along with photos of the camp and the location of where the 48-hour notice was left.

SSU and Natural Resources staff reviews priorities weekly. Resources are offered to encampment residents consistent with the description in Principle 2, both during the initial contact and on the day of camp cleanup. At every point during Camp Reconnaissance and Clean Up Day, services are always offered. Each of the SSU sworn officers is paired with a Homeless Outreach Worker. The first mission is services first and enforcement second. Therefore, if services can be provided immediately and are accepted (Temporary Shelter, mental health services, hotel vouchers, RX medicine renewals, bus passes, vehicle and bike repair, etc), those services are provided. If the person is resistant to services during first contact, services are offered again during Camp Clean Up, if the camps are still occupied. Many of the people City staff interact with during Camp Reconnaissance are willing to enter our case load and we are in contact with them constantly to provide services, even after their camp is removed.

Found belongings are held for 90 days for pick-up (which is greater than the minimum 60 days specified by Executive Order N-1-24). The 48-hour notice includes the location of the camp, a contact name and phone number, and the date and time of the notice for the 48-hour period.

- **Principle 5: Ensure Access to Shelter or Housing Options –** Describe how low barrier resources to housing and supportive services are communicated to encampment residents. Include how strategies involve alternative measures to criminalization, focusing on service engagement and harm reduction. (350 characters max)

First established in 2015, SSU takes a person-centered services-first solution focused approach offering outreach, intervention, and re-integration. SSU offers services and

pathways outside of the criminalization framework, and meets unhoused individuals in person where they are. They listen, offer opportunities, help address barriers to permanent housing, and establish next steps. As discussed in Principle 2, the City has an overarching goal of proactively offering resources and outreach to as many unsheltered individuals in the community as possible, and tracks the number of contacts made by the City staff, the number of resource contact cards distributed, and the number of people successfully housed or reunified with family. Housing and service partnerships include the following (also available on the City of Roseville Homelessness Resources webpage) and are made available to encampment residents through 211/the Coordinated Entry System and the resource contact cards:

- 211 Connecting Point Adult System of Care
- AMI Housing
- Apartment Managers
- The Gathering Inn
- Kaiser Permanente
- Kids First
- Lighthouse Counseling
- Nation's Finest
- Placer County Housing Authority
- Placer County Probation
- Roseville Homestart
- Roseville Housing Authority
- Salvation Army
- Social Service Unit – PD
- St. Vincent de Paul
- Stand Up Placer
- Victory Village
- Volunteers of America (VOA)

PROGRAMS

- Homeless Prevention and Rapid Rehousing
- Housing Choice Vouchers
- Mainstream Vouchers
- Veterans Affairs Supportive Housing (VASH) Vouchers
- Emergency Housing Vouchers
- Foster Youth to Independence Vouchers

- **Principle 6: Develop Pathways to Permanent Housing and Supports –** Describe Housing First strategies emphasizing low barriers, a harm-reduction model, and

services to support people obtaining permanent housing more efficiently. Identify efforts to align federal, state, and local funding/programs to provide clear pathways to permanent housing. (350 characters max)

The Social Services Unit and the Housing Division provide direct support to people experiencing homelessness to access permanent housing most efficiently through outreach where people are and as folks demonstrate a need for assistance. The City offers the Homeless Resource Hotline/211 with provides access to emergency housing, rapid re-housing, and permanent supportive housing. The City also has Homeless Prevention Rapid Rehousing (HPRR) funds consisting of Permanent Local Housing Allocation funds and up to $250,000 in Low and Moderate Income Funds to assist people currently experiencing homelessness and those at risk of homelessness with grants for payments of past due rent, security deposits, first month's rent, past due utility bills, and emergency motel vouchers. As an annual average, the HPRR program provides over 37,000 bed nights, provides rental assistance for approximately 500 households, successfully finds placement for 50 individuals into transitional or treatment facilities, and permanently houses 15 people who were experiencing homelessness.

The City plays an active role in the countywide Built for Zero efforts to meet people where they are, build trust, listen to needs and help address barriers to permanent housing. Supports include working with people in need of housing on their next step to housing, which could be PSH. Assistance also includes help in-person assistance navigating the DMV and Social Security offices, gathering documents like valid picture ID, completing rental applications, and paying for application fees and housing deposits.

The City's programs align with Housing First by providing permanent housing as the goal, offering rental assistance and support services to help people experiencing homelessness secure housing, and providing assistance to at risk households to prevent homelessness. The City's programs are designed to be flexible and responsive so that they can accommodate the varying needs of people experiencing homelessness.

- **Principle 7: Create a Plan for What Will Happen to Encampment Sites After Closure –** Describe plans for former encampment spaces (long-term solutions to prevent encampments from reoccurring). Include efforts to emphasize safety, accessibility, and inclusivity that improve infrastructure. Example: Communities can include curb cuts to increase mobility access and enhanced lighting to encourage safety. (350 characters max)

The City created an Encampment Safety Priority Level Standards Policy in 2023 (Appendix 5 Document 01 City of Roseville Encampment Safety Priority Level Standards Policy 3.15.23 (Signed)). The policy distinguishes encampments by priority (safety threat) level using a risk management methodology.

The plan for what happens to encampment sites after closure is for public space to be utilized as intended and to be accessible, clean, safe, and environmentally responsible. For example, the City provides parks, trails, and open space for recreation, health benefits, community engagement, and environmental protection. The City supports shelter and transitional housing providers, PSH, and affordable housing for people coming from homelessness, as a prevention tool.

Prevention actions include improved lighting and routine visits by security patrol, Social Services Unit, and Open Space Division.

Certification and Authorization¿

Signature of Authorized Representative	*Date*

Approved:

Effective Date: 3/15/2023

Dominick Casey, City Manager

City of Roseville: Encampment Safety Priority Level Standards Policy

Purpose:

The purpose of this "Encampment Safety Priority Level Standards Policy" ("Policy") is to distinguish encampments by priority (safety threat) level using a risk management methodology. This Policy focuses on the locally driven and supported solutions to address the unsheltered population.

"Encampments" is meant to be a broad term to encompass locations and situations where one or more persons are situated, in an unsheltered manner, for living accommodation purposes. Living accommodation purposes include sleeping activities and/or making preparations to sleep, and/or using any tents or temporary shelter, and/or storing personal property (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, luggage, furniture, backpacks, kitchen utensils, cookware and similar material). These activities constitute an encampment when it reasonably appears, in light of all the circumstances, that a person is using public property as a living accommodation for one or more nights.

Priority levels range from Priority 1 (highest priority), when encampments pose imminent threats to safety or infrastructure and must be immediately resolved, to Priority 4 (lowest priority), where City staff work, in collaboration with local partners, to monitor the encampment to ensure the safety of the inhabitants and the community at large. For Priority 1 and 2, the City of Roseville will work with local partners and service providers to develop a relocation strategy and plan for securing the encampment site once it is cleared. To reach the point where an encampment is removed, the City of Roseville requires that the encampment be determined to have significant public health and safety impacts to the people experiencing homelessness and/or the greater community. The standards to support a significant public health and safety impact are further defined below in each Priority Level, but include potential traffic hazards, criminal activity, fire activity, or general safety and cleanliness concerns.

This Policy may only be amended, altered, or rescinded upon the agreement of the City Manager, City Attorney, Parks, Recreation & Libraries Director, and Police Chief, after consultation with the City's internal Homelessness Task Force/Response Team, as such group may be re-named from time to time.

Priority Levels

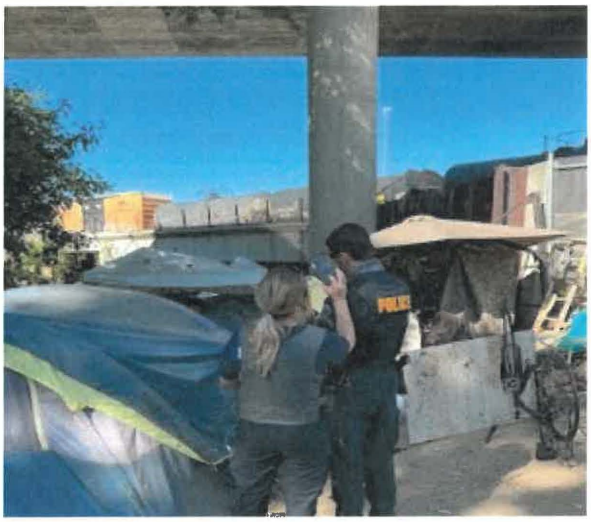
Priority 1- Emergency Priority- Subject to Immediate Clean-Up and Removal (though City will endeavor to provide 48 hour notice where safe)

Priority 1 encampments present immediate significant public health and safety impacts to the inhabitants experiencing homelessness and/or the public at large. The focus is on immediate mitigation. Criteria to be considered in determining Priority 1 status are:

- Encampments located in or immediately adjacent to public right of ways, including but not limited to roadways, pedestrian paths, sidewalks, bus shelters, bus loading and unloading zones, or multi-use trails, where the encampment (or debris from the encampment) restricts vehicular or pedestrian access (in violation of the American with Disabilities Act) and/or otherwise presents a risk of collision or pedestrian/vehicle conflict;
- Encampments located on or immediately adjacent to critical infrastructure, including but not limited to utility infrastructure such as water lines, lift-stations, valves, sewer infrastructure, electric transmission lines and poles, transformers, substations, gas lines, public works infrastructure such as dams, bridges, levees, roadways, radio equipment, designated building entrances and exits, etc.;
- Encampments located in or immediately adjacent to floodways/floodplains, flood control infrastructure, sites subject to erosion control measures, or encampments with a risk of allowing debris to enter floodways/floodplains, flood control infrastructure, or sites subject to erosion control measures;
- Encampments that, due to location, operation, or size, conflict with the City of Roseville's Open Space Preserve Overarching Management Plan;
- Encampments that threaten or violate any State or Federally required environmental permits, approvals, or regulatory framework. This includes but is not limited to National Pollutant Discharge Elimination System ("NPDES") permits;
- Encampments that present a risk of fire, especially during drought and high wind conditions;
- Encampments located in or immediately adjacent to archaeological, paleontological, or tribal cultural resources;
- Encampments located in or immediately adjacent to any known habitat covered by the California Endangered Species Act.;
- Encampments located in improved city parks;
- Encampments that, due to location or the operations of its inhabitants, are resulting in property damage to the location of the encampment or the surrounding area (this includes encampments on public property that are resulting in property damage to adjacent private property and/or public property);
- Encampments generating calls for service to public safety related to "violent crimes" (as defined by Penal Code § 667.5, as may be amended). This includes calls for service generated by the inhabitants and/or the public at large;
- Encampments in violation of any Federal, State, or local health order or directive.

Priority 1 Photo Examples:

Encampment is adjacent to creek and located within floodway/floodplain. Debris is entering waterway and blocking drainage culvert.



Encampment is located immediately adjacent to railroad tracks, presenting an immediate danger to the inhabitants and the trains. Also, encampment is located immediately adjacent to structural supports for roadway infrastructure.

Encampment is located immediately adjacent to structural supports for roadway infrastructure and utility access. Encampment is also obstructing passage under the roadway infrastructure.

Priority 2-High Priority- Coordinated removal with outreach/relocation focus, where minimum 48 hours' notice will be provided

Priority 2 encampments present the potential for significant public health and safety impacts to the inhabitants experiencing homelessness and/or the public at large if left unaddressed. Focus is on monitoring, mitigating, and relocation solutions with local partners when practicable. Criteria to be considered in determining Priority 2 status are:

- Encampments not currently meeting the criteria of Priority 1 above, but due to their size, growth, and location, could become a Priority 1 encampment. These are encampments that have the potential to become Priority 1 encampments in weeks or days if unaddressed.
- Objective factors such as rate of growth, number of inhabitants, and rate of expansion into locations that meet the criteria of Priority 1 above should be utilized when determining the status of a Priority 2 encampment.

Priority 2 Photo Examples:

Encampments show signs of active inhabitants, but are not in a location currently meeting the criteria of Priority 1 above. However, due to their size, growth, and location, could become a Priority 1 encampment.

Encampments show signs of active inhabitants, but are not in a location currently meeting the criteria of Priority 1 above. However, due to their size, growth, and location, could become a Priority 1 encampment.

Encampments show signs of active inhabitants, but are not in a location currently meeting the criteria of Priority 1 above. However, due to their size, growth, and location, could become a Priority 1 encampment.

Priority 3-Medium Priority- No immediate removal needed as not a public safety concern in comparison to Priority 1-2 encampments.

Priority 3 encampments present little to no impact to the public health and safety of the inhabitants experiencing homelessness and/or the public at large. Focus is on mitigation where possible, offering of services, and relocation solutions with local partners when practicable.

- Encampments not currently meeting the criteria of Priority 1 or 2 above and with reasonably low probability of becoming a Priority 1 or Priority 2 encampment if left unaddressed.
- Objective factors such as rate of growth, number of inhabitants, and rate of expansion into locations that meet the criteria of Priority 1 and 2 above should be utilized when determining the status of a Priority 3 encampment.

Priority 3 Photo Examples:

Encampment shows signs of active inhabitant, but is not in a location currently meeting the criteria of Priority 1 or 2 above. It is either not increasing in size or is increasing at a very slow rate, so as to not likely become a Priority 1 or 2 encampment.

Encampment shows signs of active inhabitant, but is not in a location currently meeting the criteria of Priority 1 or 2 above. It is either not increasing in size or is increasing at a very slow rate, so as to not likely become a Priority 1 or 2 encampment.

Encampment shows signs of active inhabitant, but is not in a location currently meeting the criteria of Priority 1 or 2 above. It is either not increasing in size or is increasing at a very slow rate, so as to not likely become a Priority 1 or 2 encampment.

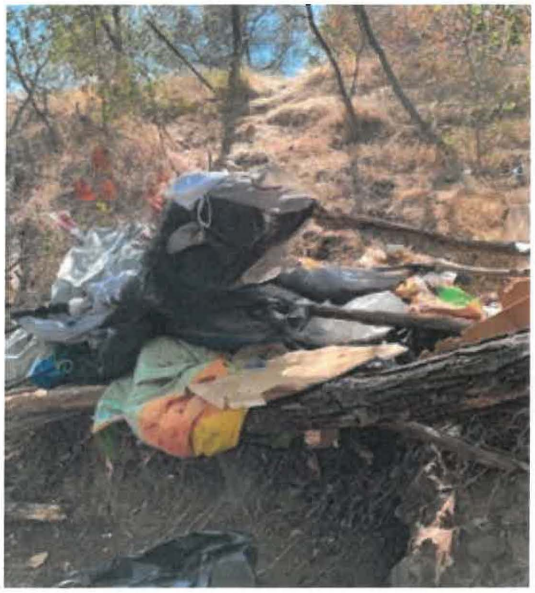
Priority 4-Low Priority- No immediate removal needed as not a public safety concern in comparison to Priority 1-3 encampments.

Priority 4 locations present little to no impact to the public health and safety. They are the remnants of encampments that are currently uninhabited. They may consist of debris piles and are not within public view or likely to make their way into any of the locations identified in the criteria for Priority 1 or 2 encampments.

- These areas are not currently meeting the criteria of Priority 1, 2 or 3 above and with low probability of becoming a Priority 1, 2, or 3 encampment if left unaddressed.

Priority 4 Photo Examples:

Does not show signs of an active encampment and is likely only a debris pile from a prior encampment. The debris is not located in any Priority 1 location and is unlikely to drift into a Priority 1 location.



Does not show signs of an active encampment and is likely only a debris pile from a prior encampment. The debris is not located in any Priority 1 location and is unlikely to drift into a Priority 1 location.

Does not show signs of an active encampment and is likely only a debris pile from a prior encampment. The debris is not located in any Priority 1 location and is unlikely to drift into a Priority 1 location.

Other Considerations

In addition to the standards outlined above, nothing in this Policy shall prevent the City from utilizing any other remedies, procedures, and/or penalties available under any Federal, State, or local laws.

At all times the City should endeavor to take a "services first" approach when addressing encampments in the Priority 2 and 3 categories. Where practicable, long term solutions to ending homelessness should be utilized when addressing and relocating inhabitants of encampments.

Appendix 6: Public Participation Checklist

Pursuant to Sections 6601, 6602, and 6605, applicants are required to demonstrate how they have engaged in a "Diligent Public Participation Process."

Please complete this checklist, and sign, to confirm that the applicant has complied with this requirement. Attach and reference any comments you received during the process.

Regulation Text	Explanation	Yes	No
Outreach through a variety of methods and languages to ensure access to the public process and provide opportunities for public input.	Applicant should use methods such as newspaper ads, email, social media, fliers, etc., to inform the public that an application has been drafted and posted for public comment. Language access should reflect languages spoken in your local community and should be available in multiple languages in print media or upon request for digital media. *Notice was distributed through the Housing Element listserve, on the City's social media (Facebook, X, etc), City email blast, and an article in Business Matters. A flier was created in both English- and Spanish-language.*	☒	☐
Specific effort to engage all segments of the community, including individuals or representatives of lower-income and special needs households, for-profit and non-profit developers, and special needs service providers.	Individuals and organizations representing lower-income and special needs households, for-profit and non-profit developers, and special needs service providers should be engaged, informed of, and offered an opportunity to comment on the application. Outreach lists utilized for Housing Element compliance would suffice. *The City distributed notice via the Housing Element listserve, which included contacts such as the United Auburn Indian Community, the Latino Leadership Council, Connecting Point, House Sacramento, the Sacramento Housing Alliance, and other organizations and individuals representing a diverse array of stakeholders in the community. The listserve includes over 4,000 unique email addresses.*	☒	☐
Availability of the draft document to the public, including notification to interested parties and all segments of the community, for thirty (30) calendar days and	Applicants should post the application in print and digital forms, collect comments, and incorporate those comments into the application if necessary. Making the application available to the public could be satisfied by posting the application online and/or announcements through other mediums (e.g., local newspapers) so long as these forums include diverse segments of the community, including individuals or representatives of lower-income and	☒	☐

subsequent versions for seven (7) calendar days.	special needs households, for-profit and non-profit developers, and special needs service providers. *The application was available for public review from August 29, 2025 through September 29, 2025, and was available online at www.roseville.ca.us/prohousing and physical copies were available at the City offices and at all City libraries.*		
Public hearings and informative meetings.	For the purposes of satisfying this requirement, a City Council or Board of Supervisors meeting informing the public of the jurisdiction's intent to submit a Prohousing Designation Program application, in addition to any subsequent meetings necessary to make revisions in response to public comment, will satisfy this requirement. *The City hosted a workshop at a City Council meeting on September 17, 2025 and also held a public hearing to adopt the Resolution for the application on November 5, 2025.*	☒	☐
Consideration of comments, including incorporation of comments into a jurisdiction's application and Prohousing Policies as appropriate.	Provide all comments received with a description of how the comment was incorporated into the application. If the comment is not appropriate for incorporation, please describe why. *Comments and responses are included in this Appendix 6.*	☒	☐

Certification and Authorization:

Signature of Authorized Representative Date

Appendix 6
Comments on the Application (plain text) and Description of Incorporation into Application Process (*italicized text*)

Derek Pell, email dated September 10, 2025
Good afternoon,

I have some questions and feedback about the pro-housing application for the city. I was wondering how the scores were assigned for the different categories of scoring criteria? Is this a self-assessment from the city, is the scoring rubric available?

In general, I would like to see the city prioritize decreasing barriers for infill development rather than greenfield expansion, which is especially pressing as the city reaches the completion of the existing specific plans. If we look down the road a few years, RHNA numbers are likely to increase, while our development capacity in the specific plans will decrease as we approach build-out. At that point, how is the city thinking about improving our ability to develop infill sites? I see that line items such as 3E and 3G were scored as a 1 (what does that indicate I assume 1 is low and 3 is high?) - but decreasing auto-dependency and coming up with pre-approved missing middle housing designs could decrease the barriers for development in the infill areas.

Thank you very much, I wish the city luck in our pro-housing designation application.

Incorporation Into Application Process
A consistent theme from comments received was concerns or questions related to the scoring criteria/rubric of the Prohousing Designation Program. Staff reached out to each individual commentor to explain, but also added a "Prohousing Application Explained" section of the City's website (www.roseville.ca.us/prohousing) that walks through each section of the application. Related to this comment, the explanation provides the page number where the scoring criteria begin and explains how scores are determined (each category may only be used once, etc). Staff also directed Mr. Pell to the HCD archive of information on the Prohousing Designation Program for information on how the scores for each criterion were developed.

Sue Samuel, email dated August 29, 2025
Hi Lauren!
My name is Sue and I live in Roseville with my 24 year old son Dylan with autism who is very low income (only SSI) and wants to move out and live in Roseville. He cannot as he can't get services unless I put him out on the street and he calls 211 as extremely low income persons with disabilities who want to move out are not considered unhoused per Roseville's operational definition.

I don't know a lot about housing but I was going to come to the 9/17 meeting to learn more. Where in the pro housing application does it address all the people with disabilities living in Roseville with their aging caregivers? I thought it may be in section 1G but don't see it.

Also in the housing element on page 50 it does talk about persons with disabilities but are they going to update those numbers as 9.8% from 2018 cannot be accurate. It's much much higher. Getting info from Alta Regional Center may be helpful and I can try to help with that if it's not too late? Would a higher percentage help our adults with disabilities at all?

Trisha Isom has been awesome explaining a lot of this to our group but I wanted to reach out to see if coming on

9/17 may allow me to learn more? I don't see an agenda or anything listed as to what goes on at a Council meeting and if you can attend via zoom or it has to be in person?

Incorporation Into Application Process
The scoring criteria do not explicitly address housing for persons with disabilities who currently live with family, but who may eventually either need or benefit from non-familial assisted living. However, criteria 1G could certainly be used for such programs and the programs listed in the City's application for criteria 4B, 4H, 4I, and 4M are also used by families with this living situation. Staff let the commenter know that the application was a scorecard of the City's existing policies and that she would be welcome to come to the workshop on September 17th. Staff explained that Housing Elements are updated on eight-year cycles, which is why the data has not been recently updated, but that the next update process would likely be kicking off in 2027. Staff also confirmed that the commenter is on the Housing Element listserve and encouraged the commenter to participate in that future process.

Vickie Smith-Becker, MPA, BS, email dated September 10, 2025
Good morning,

I saw the article on the HUB regarding the application being submitted. I am happy to see that you are chasing funding for additional housing for COR. I have been wanting to talk to someone in housing dept regarding new housing construction, the HUB article provided an opportunity to do so. I am a newer homeowner in Roseville (Nov 2022). I purchased a newt DR Horton build, (West Roseville-5288 Molino Cir). At the time these were the cheapest new homes in Roseville.

I will start with what Roseville does well:

1. Great supporting infrastructure – Parks, open space (walk/bike paths) schools, fire, and police- all easily accessible.
2. Green build – Solar, no gas, energy efficient, water wise landscaping.

What I feel Roseville did not do so well:

1. Allowed a floor plan from DR Horton that has no bathroom downstairs! Not even a ½ bath. This is a huge ADA issue for any guest coming over to have to make those steep stairs. My mother has a knee brace, and she would never be able to go up and down the stairs, thus she has never been able to visit me from Nevada. Also, if I had a temporary injury, I would have issue getting up and down stairs for the bathroom. At least w a ½ bathroom downstairs one could sleep on the couch, have kitchen, and bathroom on bottom floor.
2. Allowed DR Horton to have too narrow streets in the subdivision – which makes it horrible with high traffic, delivery trucks or an issue in an emergency, say a fire for evacuation. The street parking is horrible, there is not enough of it and almost all homes have no driveway. Garbage days it is a huge issue for cars to have to move.
3. City inspection was lacking. DR. Horton took tons of short cuts and used cheap materials. There is currently a class action suit against DR. Horton.
4. Took our Green Bins away. Said that there was not enough green material for pickups. However, some have side yards w grass, and I still have weeds or organics that should not be going into the garbage. I understand that there isn't high volume with high density communities but could have provided smaller bins or changed it to 1 a month, or every other month pickup.

I absolutely love living in the City of Roseville and I made the conscience decision to buy in Roseville, even

though at the time I could have bought in Lincoln or Antelope new builds w ½ bath downstairs cheaper. Eventually I do want to get out of the DR Horton home and into a single-story home – but that requires a better economy and single-story home I can afford to buy in Roseville.

I wish you luck on your application, but I hope you will see the need to improve. City can keep cheap builder like DR. Horton from building in Roseville. Hold the builders to a higher standard. These are new homes, but I can see in 10-15 yrs these turning into a not so nice area of Roseville to live.

Thank you for your consideration of my comments.

Incorporation Into Application Process
These comments are not on the contents of the Prohousing application and, as the commenter indicates, are unrelated to the Prohousing application.

Mary Steele, Maidu Neighborhood Association President, phone call dated September 9, 2025
[Comments paraphrased by staff] Ms. Steele indicated her neighborhood was concerned about increased density and its effects on the sufficiency of parking and traffic/access issues. A multifamily project was recently approved in the neighborhood that had generated a lot of concern for neighbors. In looking at the Prohousing application, it appeared to include policies about increasing allowable density in single-family neighborhoods, reductions in parking, and other standards that raised serious concerns. Ms. Steele and those contacting her were concerned about policies such as this, wanted to ensure they understood the application materials, and were concerned that 30 days might not be enough time.

Incorporation Into Application Process
Staff explained to the commenter that the concerns being expressed were based on the descriptions of the scoring rubric on PDF page 7 of the application, and that the City's actual programs and policies described in the application begin on PDF page 18. For example, the City does not have any policies or programs that increase density on single-family properties which go beyond state law. Staff also let the commenter know that none of the programs and policies described in the application are new; all are existing, adopted programs and policies. This information resolved the commenters concerns regarding the application.

Roberta Turner, email dated September 11, 2025
I am a proud and amazed long time citizen of Roseville. The manner in which my city approves, administers and makes housing programs available continues to be an achievement that I speak about, am proud to see in action and is centered around its current and future citizens. Thank you for supporting diversity in our expanding city.

Incorporation Into Application Process
This is not a comment on the Prohousing application, though staff did thank the commenter for taking the time to send an encouraging email.

Appendix 7: Additional Information and Supporting Documentation

Document Number	Document Name	Used for Criteria	Link or PDF
01	RHNA Calculation Table	1C	PDF
02	Specific Plan Process Relation to Enhancement Factor 1	2B, 2C, 2E, 3A, 3H	PDF
03	Projects Using Specific Plan Exemption	2C	PDF
04	August 18, 2025 Current Plan Check Report	2D	PDF
05	Age Restricted Housing Fee Reductions Table	3C	PDF
06	Council Communication of Placer Regional Homelessness Strategy	3D	PDF
07	Bicycle Friendly Community Report Card	3E	PDF
08	FY 23/24 Report of Required Information	4F	PDF
09	2025 Notice of Funding Availability (NOFA)	4F	PDF
10	Housing Element	1C 1J, 2A, 2D, 2G, 2I, 3A, 3H, 4A	Link
	https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/General%20Plan/10%20Housing%20Element%20Adopted%208.18.21.pdf		
11	Municipal Code	1F, 1G, 1H, 2A, 2F	Link
	https://ecode360.com/42765899		
12	Downtown Specific Plan	2B, 2E, 3A	Link

	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8775091		
13	Riverside Gateway Specific Plan	1G, 3H	Link
	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8775137		
14	Commercial Corridors Webpage	1J	Link
	https://www.roseville.ca.us/government/departments/development_services/planning/commercial_corridors_project		
15	General Plan and EIR	1J, 2B, 2C, 2E, 3A, 3H	Link
	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774544		
16	Objective Design Standards	2A, 2G	Link
	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=17937094		
17	All Specific Plan EIRS	2B	Link
	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774576		
18	CEQA Implementing Procedures	2C	Link
	https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Citywide%20Planning%20Documents/CEQA%20Procedures_adopted20Jan2021.pdf		
19	Online Permit Center webpage	2F, 2H, 2K	Link
	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10101469		
20	Entitlement Review Process brochure	2H, 2M	Link
	https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/AFH/Handouts/Entitlement%20Permit%20Review%20Process.pdf		
21	Universal planning application form	2J	Link
	https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/AFH/Applications/Universal%20Fillable%20Form%20-%20Planning.pdf		
22	Permit and Entitlement Checklists (Click on tabs for Building, Planning, and Engineering)	2F, 2J	Link
	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10388959		

23	Policy for Concurrent Review of Building Permits, Civil Improvement Permits, and Final Maps (Policy DS08)	2F	Link
	https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/AFH/Concurrent%20Review_2018_revised.pdf		
24	Development Activity Reporting webpage	2K	Link
	https://www.roseville.ca.us/government/departments/development_services/planning/development_activity_reports		
25	Residential Fee Booklet and Commercial & Multifamily Fee Booklet	3A, 3C	Link
	Residential (all): https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Building/Development%20Impact%20Fees/2024-2025%20Residential%20Fee%20Booklet%20FINAL%2003272025.pdf Commercial & Multifamily Fee Booklet: https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Building/Development%20Impact%20Fees/2025-2026%20Commercial%20&%20Multi-Family%20Fee%20Booklet%20FINAL.pdf		
26	City of Roseville Alternative Transportation Division Webpage	3E	Link
	Walk, Bike, and Roll - City of Roseville		
27	Bicycle Master Plan and Pedestrian Master Plan	3E	Link
	Planning - City of Roseville		
28	The League of American Bicyclists Bicycle Friendly America webpage	3E	Link
	Bicycle Friendly America℠ | League of American Bicyclists (bikeleague.org)		
29	City of Roseville Parks, Trails, and Bikeways Map	3E	Link
	https://www.roseville.ca.us/government/departments/public_works/biking_walking/parks_trails_bikeways_map		
30	City of Roseville Housing Rehabilitation Project Webpage	4H	Link
	Housing Rehabilitation Program - City of Roseville (civiclive.com)		

31	Housing Rehabilitation Program Brochure	4H	Link
	https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Economic%20Development/Rehab/Housing%20Rehab%20Brochure%20website%20version.pdf		
32	2024 Annual Progress Report and Council Communication	4H	Link
	https://rosevilleca.portal.civicclerk.com/event/2826/files/agenda/3124		

Appendix 5 Document 01 | Comparison of Regional Housing Need and Existing Residential Unit Capacity										
Income Category	**Regional Housing Needs Allocation**	**Vacant Land**	**Underutilized Opportunity Sites**	**Accessory Dwelling Units**	**Total Existing Capacity**	**Housing Unit Surplus or Deficit[4] (Before Rezone Program)**	**Rezone Program**	**Housing Unit Surplus or Deficit[4] (After Rezone Program)**	**Total Capacity After Rezone Program**	**% Capacity**
Very Low[1]	3,855	3,985	357	45	**4,387**	**-1,791**	**2,403** [5]	**612**	**6,790**	**109.9%**
Low[1]	2,323									
Subtotal (Very Low and Low)	6,178									
Moderate[2]	1,746	4,676	42	34	**4,752**	**3,006**	**0**	**3,006**	**4,676**	**267.8%**
Above Moderate[3]	4,142	4,644	0	1	**4645**	**503**	**0**	**503**	**4,644**	**112.1%**
Total	**12,066**	**13,305**	**399**	**80**	**13,784**	**1,718**	**2,403**	**4,121**	**16,110**	**133.5%**

1 Capacity based on sites with a density of 23 du/acre or greater and/or a lower income affordable housing obligation

2 Capacity based on sites with a density of 7–22.9 du/acre

3 Capacity based on sites with a density of less than 7 du/acre

4 This number is derived from the current existing housing unit capacity minus the regional housing need number for the planning period.

5. Completed Rezone Program, successful completion email from HCD on June 27, 2025

Appendix 5 Document 02
Description of Specific Planning Process in Support of Enhancement Factor 1

Specific Plans are the foundation of the City's growth management and planning strategy, as well as the first step in implementing the City's 10% Affordable Housing policy. Criteria 1J, 2B, 2C, 2E, 3A, and 3H each represent an element of the City's successful comprehensive Specific Plan strategy. Housing Element Implementation Measure/Program 6: Specific Plan areas (beginning on page X-17) provides a comprehensive description of the City's Specific Planning Process and how it assists, and has succeeded for many years in streamlining the development of housing, including at least 10% deed-restricted affordable housing, along with the services, infrastructure, and community-serving commercial uses for each area. The Specific Plan process has enabled the City to set aside large areas of connected open space for environmental protection, passive recreation, wildlife migration, multi-use trails, and aesthetic value. Furthermore, the Specific Plan process allows for easy CEQA and permit streamlining because major issues, including mitigation, infrastructure, and financing, are known and have already been negotiated. Most infrastructure is already in place and federal and state permits already obtained by the time residential units are ready to be developed.

This comprehensive unified program is supported by many of the City's General Plan policies, including Policies LU1.1, LU5.5, LU8.5, LU8.7, LU8.10, LU9.3, and LU9.5.

Appendix 5, Document 03: Examples of Use of Specific Plan Exemption

EXAMPLE 1: Minor modification of a Specific Plan

CITY OF ROSEVILLE CALIFORNIA

Planning Division Staff Report
Planning Commission Meeting ***October 12, 2023***

Prepared by: Kinarik Shallow, Associate Planner

ITEM 6.1: Specific Plan Amendment and Development Agreement Amendment – 5251 Fiddyment Road – WRSP PCL F-22 – SPA and DAA – File #PL23-0245

REQUEST

The applicant requests a Specific Plan Amendment (SPA) and Development Agreement Amendment (DAA) to merge WRSP Parcels F-22A and F-22B into new Parcel F-22, and to adjust the unit allocations and affordable housing allocations accordingly. No changes to the overall unit and affordable housing counts are proposed.

Applicant – Kris Steward, Plan Steward, Inc.
Property Owner – West Roseville Development Company Inc.

SUMMARY RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Recommend the City Council adopt a resolution approving the Specific Plan Amendment; and
2. Recommend the City Council adopt the five (5) findings of fact and approve the 11th Amendment of the Fiddyment Land Venture Development Agreement.

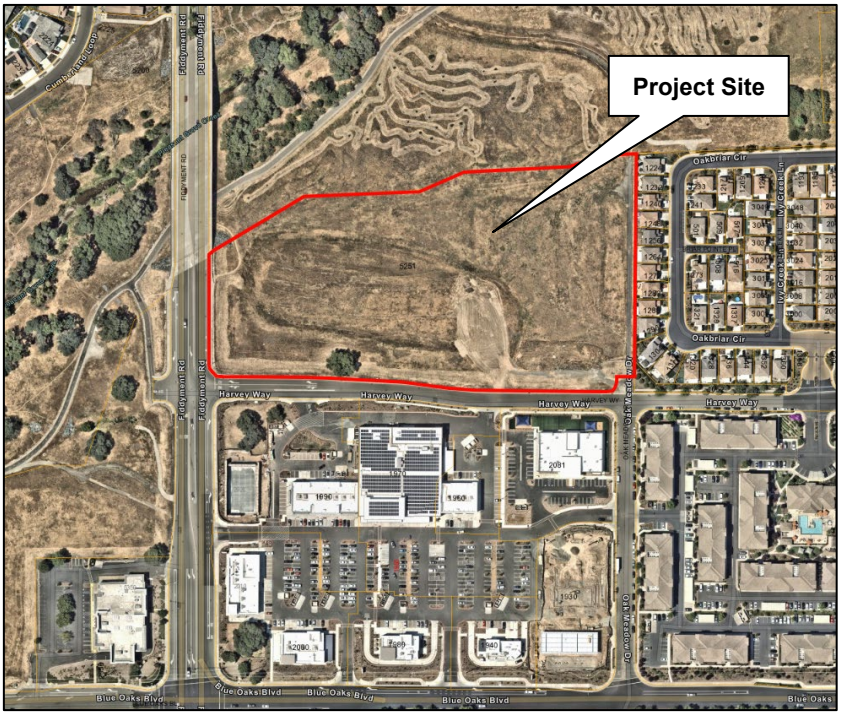
SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request. The applicant has reviewed and is in agreement with all recommended conditions of approval.

BACKGROUND

Figure 1: Project Location

The project site is located on Parcels F-22A and F-22B in the West Roseville Specific Plan (WRSP), at the northeast corner of Harvey Way and Fiddyment Road (see Figure 1 below). The site is currently vacant and both parcels have a General Plan land use designation of High Density Residential and a zoning designation of Multi-Family Housing (R3). F-22A has a unit allocation of 82 units and Parcel F-22B has a unit allocation of 162 units. Surrounding uses include an Open Space parcel to the north, a Medium Density Residential subdivision to the east, the Plaza at Blue Oaks retail center to the south across Harvey Way, and a vacant Community Commercial parcel and Open Space parcel to the west across Fiddyment Road.



At the time of the adoption of the WRSP, the site was one parcel (F-22) with a unit allocation of 244 units, and the parcel had an affordable obligation of 184 rental units (91 very low-income and 93 low-income). On February 9, 2023, the Planning Commission approved a Tentative Parcel Map (file #PL22-0304) to subdivide Parcel F-22 into the two current parcels, F-22A and F-22B, and a Tree Permit to allow removal of one 68" valley oak tree on site to accommodate future development. As part of that project, the City Council approved a Specific Plan Amendment and Tenth Amendment of the Fiddyment Land Venture Development Agreement to reallocate the affordable housing units among the subject parcels. The parcel was subdivided to facilitate the development of an affordable apartment project on each of the resultant parcels. The apartment projects were approved through the City's Objective Design Standards (ODS) process because at least 20% of the units were provided as affordable to lower income households (File #PL22-0380 and File #PL22-0383). The ODS process was adopted by City Council on April 21, 2021 (Resolution 21-152) in order to streamline the construction of qualified affordable housing projects and to comply with State housing legislation. The projects have not been constructed.

Although the Tentative Parcel Map was approved, the map has not been recorded and the parcel remains as one parcel. The applicant is currently requesting a Specific Plan Amendment and Development Agreement Amendment to merge WRSP Parcels F-22A and F-22B back into one parcel F-22, and to adjust the unit allocations and affordable housing allocations accordingly. No changes to the overall unit and affordable housing counts are proposed. The applicant has indicated that the entitlements are requested to better position the site for a future affordable housing project. Development of the site is not proposed with this application. The future affordable housing project will be subject to the ODS process.

EVALUATION – SPECIFIC PLAN AMENDMENT

Specific Plan Amendments (SPA) are analyzed for consistency with the goals and policies of the affected plan. The project includes a text only amendment to the West Roseville Specific Plan (WRSP). No changes are being made to the existing zoning and land use designation of the site. The SPA exhibit and WRSP change pages are included as Exhibits A and B. Changes to the text, tables, and figures of the WRSP will be made to reflect the merging of parcels F-22A and F-22B into one parcel (F-22) with a unit allocation of 244 units. The proposed unit allocations result in a density that is consistent with the existing High Density Residential (HDR) land use designation of the site.

Consistent with the General Plan affordable housing goal, the WRSP includes an Affordable Housing Plan (Chapter 5) which designates 10% of the units in the WRSP for middle-, low- and very low-income households. This includes a mix of purchase housing that is affordable to middle-income households, and rental housing that is affordable to low- and very low-income households. The WRSP affordable housing goal is allocated to specific MDR and HDR parcels as identified in Table 5-3 of the WRSP. The intent is to distribute affordable units throughout the WRSP area. Parcel F-22A is currently allocated 81 affordable rental units, with 100 percent of the units allocated for very low-income households. Parcel F-22B is currently allocated 162 affordable rental units, with 10 units allocated for very low-income households and 93 units allocated for low-income households. The Affordable Housing Plan will be amended to revise the affordable housing obligations and reflect the merging of the parcels. The resulting unit allocation will be 244 units with 184 affordable units (91 very low-income and 93 low-income). Table 1 below identifies the proposed unit allocations and the proposed affordable unit allocations.

Given the project will maintain the same number of units in the WRSP, there will be no impacts to planned infrastructure, roadways, or other public facilities. In addition, the project will maintain the existing obligation of 184 affordable units. Based on the foregoing, staff supports the proposed SPA.

Table 1: Unit Allocations

	Existing			Proposed
Specific Plan Parcel	F-22A	F-22B	Total	F-22
Acres	2.70	7.15	9.85	9.85
Unit Allocation	82	162	244	244
Density	30.4	22.7	n/a	24.8
Affordable Units	81	103	184	184
Very low-income units	81	10	91	91
Low-income units	0	93	93	93

EVALUATION – DEVELOPMENT AGREEMENT AMENDMENT

Section 19.84.040 of the City of Roseville Zoning Ordinance specifies that recommendations for approval or denial of a Development Agreement (DA), including Amendments, shall include consideration of the following:

1. ***Consistency with the objectives, policies, general land uses and programs specified in the General Plan and the West Roseville Specific Plan;***

2. ***Consistency with the provisions of the City of Roseville Zoning Ordinance;***

3. ***Conformity with the public health, safety and general welfare;***

4. ***The effect on the orderly development of the property or the preservation of property values; and***

5. ***Whether the provisions of the Agreement shall provide sufficient benefit to the City to justify entering into the Agreement.***

The project includes an eleventh (11th) amendment of the Fiddyment Land Venture Development Agreement (DA). The DA Amendment is included as Exhibit C. Development Agreements are binding contracts that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to the development of the covered properties.

The DA Amendment includes a revision to the land use plan exhibit contained in the original DA to reflect the merging of Parcels F-22A and F-22B. The DA Amendment will also amend the relevant sections of the original DA to address the revised affordable housing obligations resulting from the merging of the parcel. The City's Housing Division reviewed the project and determined the proposed affordable unit allocations are acceptable and consistent with City policy. Items that are not addressed in the amendment are subject to the terms of the original DA. In summary, City staff has found the proposed DA Amendment is consistent with the General Plan, WRSP, and the Zoning Ordinance. The DA Amendment is in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values. Therefore, the proposed DA Amendment is consistent with items 1-5 above.

PUBLIC OUTREACH

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. Early notification of the project was posted on the Roseville Coalition of Neighborhood Associations (RCONA)'s website. A notice of the public hearing was published in the Roseville Press Tribune on September 28, 2023 and a notice of the hearing was also distributed to all property owners within 300 feet of the site and posted on the RCONA website.

Subsequent to the publication of the public hearing notice, staff received email correspondence from Stephen Mueller, a resident in the Oakbriar subdivision located to the east of the site (see Attachment 1). Mr. Mueller indicated concerns with the potential traffic impacts resulting from the eventual construction of the apartments on Parcel F-22. Planning and Engineering staff spoke with Mr. Mueller and explained that the site has been designated as an HDR site since the adoption of the WRSP and was evaluated as such in the City's traffic demand model. Since the apartment use is consistent with the land use and density assumed for the site in both the General Plan and the WRSP, the project is not anticipated to result in additional traffic impacts beyond what was already anticipated. Mr. Mueller also expressed concerns with the existing overflow parking on Harvey Way, which is currently permitted on the south side but prohibited on the north side of the street. Staff indicated they would further evaluate on-street parking along Harvey Wy.

ENVIRONMENTAL DETERMINATION

The proposed project is statutorily exempt from environmental review pursuant to Section 15182 of the California Environmental Quality Act (CEQA) Guidelines, as a residential project pursuant to a Specific Plan. A project is eligible for this exemption if the public agency has prepared an EIR on a specific plan after January 1, 1980, and the criteria to require a subsequent or supplemental EIR are not met. The EIR for the West Roseville Specific Plan (SCH #2002082057) was certified by the City Council on February 4, 2004. No significant changes to the site or new, potentially significant impacts have been identified that would require the preparation of a subsequent or supplemental EIR, and the proposed project is consistent with the previously completed analysis.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Recommend the City Council adopt a resolution approving the **SPECIFIC PLAN AMENDMENT – 5251 FIDDYMENT ROAD – WRSP PCL F-22 – SPA AND DAA – FILE #PL23-0245**; and

2. Recommend the City Council adopt the five (5) findings of fact and approve the **DEVELOPMENT AGREEMENT AMENDMENT – 5251 FIDDYMENT ROAD – WRSP PCL F-22 – SPA AND DAA – FILE #PL23-0245**.

EXAMPLE 2: Tentative Subdivision Map

CITY OF ROSEVILLE CALIFORNIA

PLANNING DIVISION STAFF REPORT
PLANNING COMMISSION MEETING December 8, 2022

Prepared by: Sean Morales, Associate Planner

ITEM 6.1: Tentative Subdivision Map, Major Grading Plan, and Administrative Permit – 2091 Gentle Rain Drive – ARSP PCL AR-14, AR-15, AR-27, AR-31, AR-117A & AR-117B – Amoruso Ranch Phase 1 Subphase A2 – File # PL22-0157

REQUEST

The proposed project will create 156 residential lots within the Amoruso Ranch Specific Plan. The project will result in small lot tentative maps for parcels AR-14, AR-15, AR-27, AR-31, and newly created AR-117A and AR-117B. The map also includes parks AR-61 & AR-64B as well as additional landscape and water-quality lots. A Major Grading Plan is requested to allow rough grading on parcel AR-51 in order to borrow material to balance the earthwork on the project site. An Administrative Permit is requested to transfer units among ARSP parcels, eliminate parcels AR-7 and AR-46, and create parcels AR-117A and AR-117B.

Applicant – Vance Jones, Wood Rodgers, Inc.
Property Owner – Gonzalo Rodriguez, Brookfield Sacramento Holdings, LLC

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following actions:

A. Adopt the three (3) findings of fact and approve the Tentative Subdivision Map subject to seventy-two (72) conditions of approval;
B. Adopt the three (3) findings of fact and approve the Major Grading Plan subject to twenty-seven (27) conditions of approval.
C. Adopt the three (3) findings of fact and approve the Administrative Permit subject to two (2) condition of approval.

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request. The applicant has reviewed and is in agreement with all recommended conditions of approval.

BACKGROUND

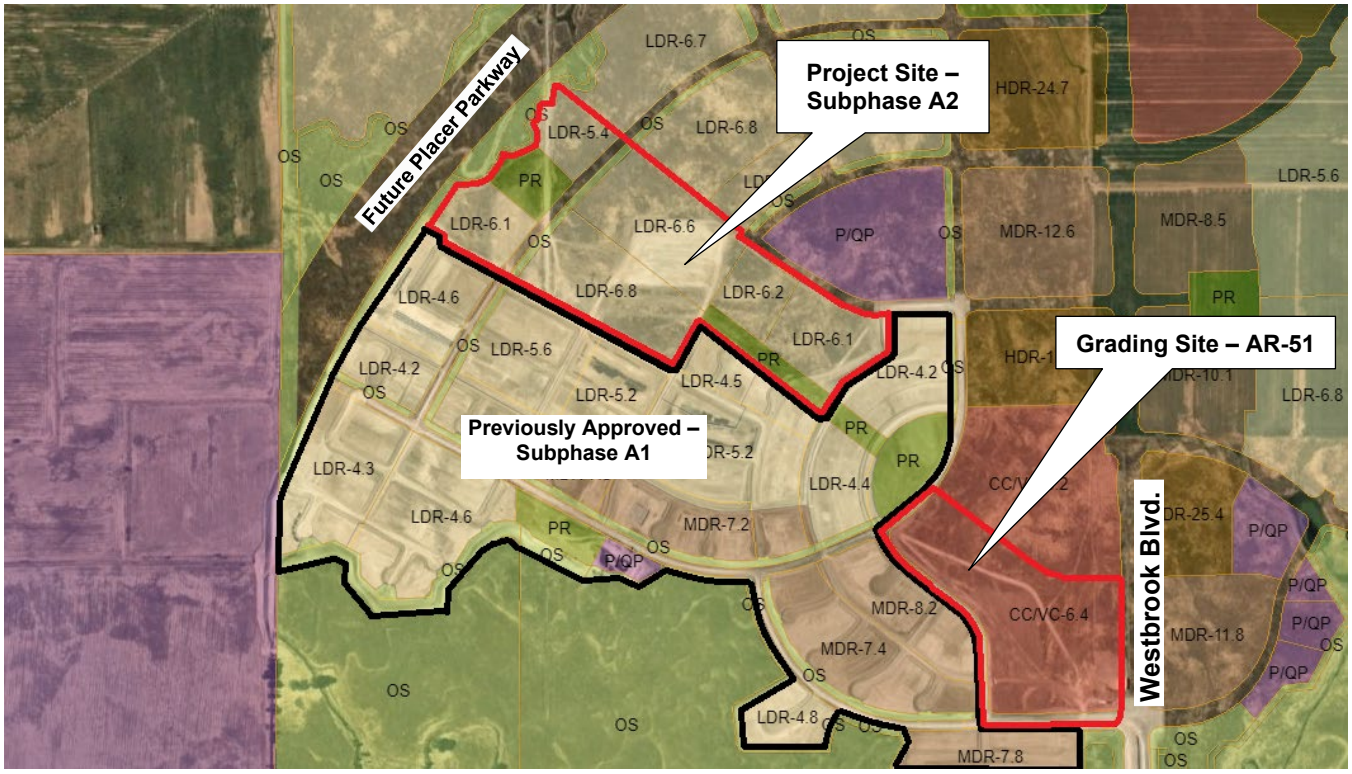
The Amoruso Ranch Specific Plan (ARSP) was approved by City Council in June 2016 to support the development of approximately 696 acres in the northwestern portion of the City, including 2,827

residential units, 51 acres of commercial, 17 acres of public/quasi-public, 22 acres of parks, 145 acres of open space, and 20 acres of urban reserve. An Environmental Impact Report (EIR) (SCH# 2013102057) was certified at the time of Specific Plan adoption. Annexation of the ARSP area into the City of Roseville was approved by the Placer County Local Agency Formation Commission (LAFCO) on December 18, 2018.

An initial Tentative Large Lot Map, which reflected the ARSP land use parcels was approved by the Planning Commission on January 10, 2019. However, during the coordination with the U.S. Army Corps of Engineers (USACE) for federal Clean Water Act (CWA) Section 404 permitting, the USACE required additional avoidance of wetland features that necessitated a modification of the land use plan. A General Plan Amendment (GPA), Specific Plan Amendment (SPA), Rezone (RZ), two Development Agreement Amendments (DAA), and Tentative Large Lot Map Modification application (File #PL19-0312) was reviewed by the Planning Commission on February 27, 2020 and approved by City Council on April 1, 2020. No changes were made to the overall acreage of the ARSP or to the number of housing units.

On March 24, 2022, the Planning Commission approved a Tentative Subdivision Map for 481 residential units within Amoruso Ranch Phase 1 Subphase A1. The current request is for a subsequent Tentative Subdivision Map to create 156 additional residential parcels within Subphase A2.

Figure 1: Project Location (parcels bordered in red)



PROJECT DESCRIPTION

Tentative Subdivision Map – The applicant requests a Tentative Subdivision Map for parcels AR-14, AR-15, AR-27, AR-31, AR-117A and AR-117B.

Major Grading Plan – The applicant requests a Major Grading Plan approval to allow rough grading on parcel AR-51 in order to borrow material to balance the earthwork on the project site.

Administrative Permit – The applicant requests an Administrative Permit to transfer units among parcels in the ARSP, eliminate parcels AR-7 and AR-46, and create parcels AR-117A and AR-117B.

EVALUATION: TENTATIVE SUBDIVISION MAP (PARCELS AR-14, AR-15, AR-27, AR-31, AR-117A and AR-117B)

Section 18.06.180 of the City of Roseville Subdivision Ordinance requires that three findings be made in order to approve or conditionally approve a Tentative Subdivision Map. The three findings are listed below in ***bold, italic text*** and are followed by an evaluation of the map in relation to each finding.

1. ***The size, design, character, grading, location, orientation, and configuration of lots, roads and all improvements for the tentative subdivision map are consistent with the density, uses, circulation and open space systems, applicable policies and standards of the General Plan and the Community Design Guidelines, and the design standards of Title 18 (Subdivision Ordinance) of the Roseville Municipal Code.***

The proposed project includes a tentative subdivision map for Phase 1 Subphase A2 of the ARSP to divide approximately 34.48 acres into 156 single-family residential lots, 3 water quality lots, 2 park parcels, and 1 paseo parcel in addition to right-of-way parcels. Table 1 below provides a summary of each village within the proposed subdivision, as well as acreages for the other parcels within the subphase.

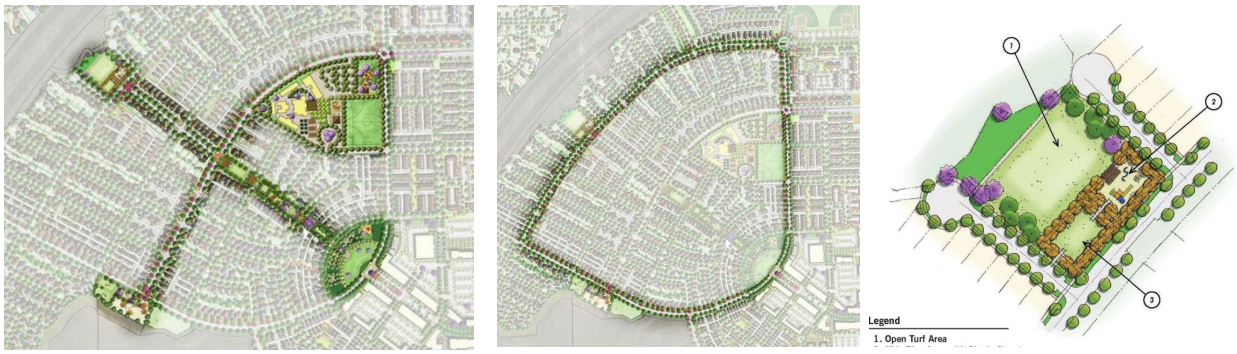
Table 1 – Tentative Subdivision Map Parcels

Parcel Number	Land Use Designation	Zoning Designation	Dwelling Units	Gross Acreage	Density (du/ac)
Residential Lots					
AR-14	LDR	RS/DS	48	7.64	6.3
AR-15	LDR	RS/DS	45	7.91	5.7
AR-27	LDR	RS/DS	13	2.37	5.5
AR-31	LDR	RS/DS	22	4.26	5.2
AR-117A	LDR	RS/DS	13	2.49	5.2
AR-117B	LDR	RS/DS	15	3.30	4.5
Total			**156 lots**	**27.97 acres**	
Water Quality Lots					
"A"	LDR	RS/DS		0.06	
"B"	LDR	RS/DS		0.07	
"C"	LDR	RS/DS		0.37	
Total				**0.50 acres**	
Park Parcels					

AR-61	P/R	P/R		1.71	
AR-64B	P/R	P/R		0.74	
Total				**2.45 acres**	
Paseo Parcel					
AR-72A	OS	OS		0.64	
Total				**.64 acres**	

The layout of the parcels within the project are based on the community form anticipated in the ARSP. While the ARSP allows for flexibility in the physical development of the community over time, there are two key elements that form the framework of the plan; paseos and the park system they connect to. ARSP Phase 1 Subphase A2 contains the central portion of the axial geometry of the planned parks and paseos. Figure 2 shows the applicable figures from the ARSP for reference. As anticipated in the plan, the applicant proposes a street connecting linear park AR-64B and park AR-61 on the western end. A paseo then crosses this linear park section perpendicularly and creates a link between neighborhoods and amenities in the area. Park AR-61 is proposed as anticipated in the ARSP with two roadways with homes that front onto the park as well as frontage onto Green Feather Way. All single-family lots throughout the plan area are oriented with frontage onto public streets. The subdivision layout and street design were reviewed by the City's Engineering Division and the Fire Department to ensure there is adequate street widths for circulation and emergency response.

Figure 2. Park and Paseo diagrams from the ARSP

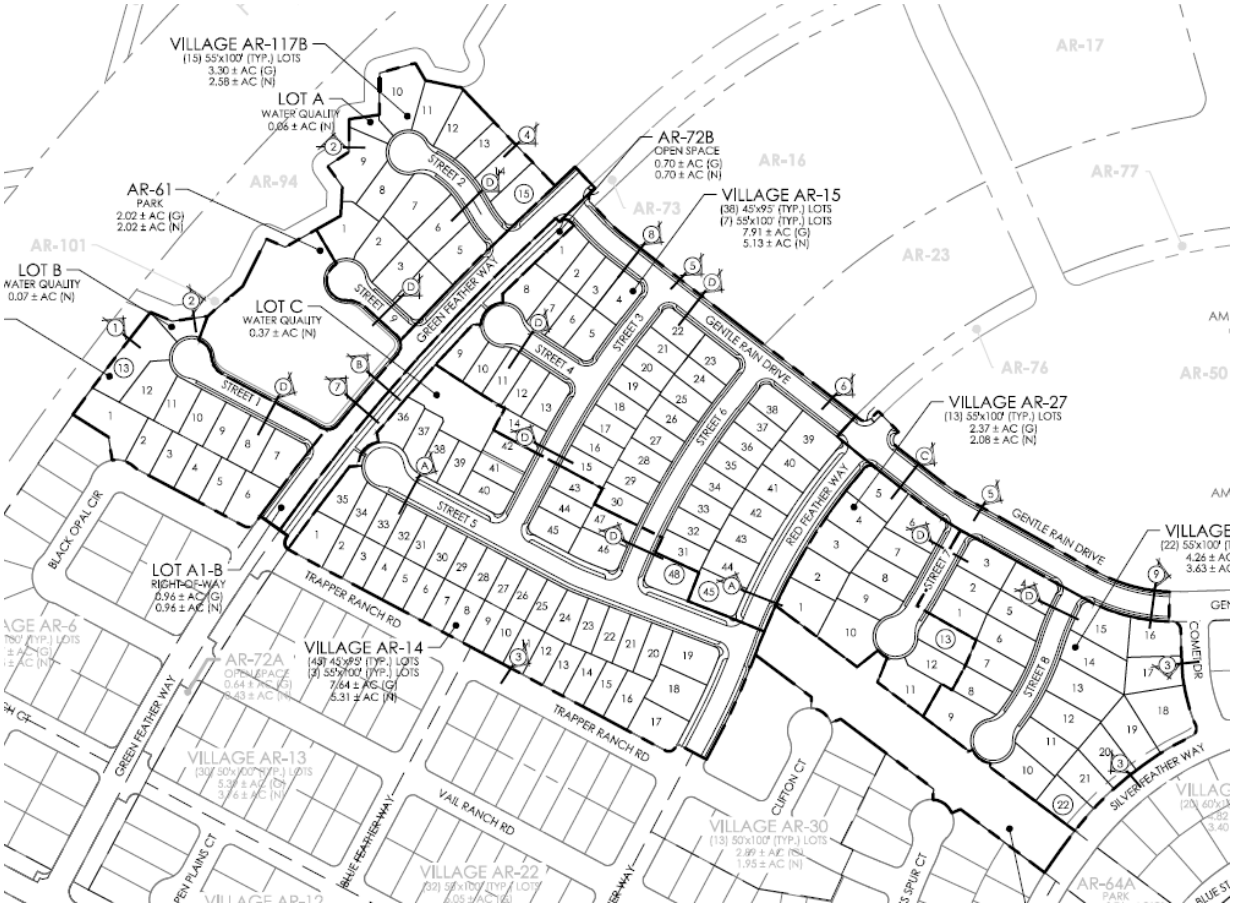


The Map Act and Subdivision Ordinance do not contain any maximum or minimum lot sizes. Instead, these standards are contained within the Zoning Ordinance and ARSP. All residential parcels included in the tentative subdivision map have a zoning designation of Small Lot Residential with Development Standards (RS/DS) overlay. All of the villages within Subphase A2 have a Low Density Residential (LDR) land use designation. A developer may either use the RS/DS development standards established in the ARSP or may adopt adjusted standards through the Design Review Permit for Residential Subdivisions (DRRS) entitlement. No DRRS is requested with this application, so each village will rely on the standard RS/DS development standards within the ARSP.

LDR Villages AR-14, AR-15, AR-27, AR-31, AR-117A & AR-117B: The LDR villages within Subphase A2 of the ARSP will result in a total of 156 single-family residential lots (see Figure 3). As proposed, the LDR villages will conform to the RS/DS standards as provided in the Zoning Ordinance. Proposed densities in the villages range from 4.5 to 6.3 dwelling units per acre. The lots within the villages will have two general sizes. Approximately half will be 55 feet wide by 100 feet deep and the other half will be a smaller

45 feet wide by 95 feet deep, which meets the minimum 4,275-square foot lot area required in the RS/DS zone for lots fronting onto a separated sidewalk.

Figure 3 – Small Lot Tentative Subdivision Map, Subphase A2



There are three water quality lots located within the plan area (Lot A, Lot B, and Lot C). The size of these lots were reduced to the extent possible to limit the visual impact on the plan area. However, due to the relatively flat grade of the project area and the location of planned infrastructure, these lots are necessary to provide adequate storm water quality treatment. Lot A and Lot B are located adjacent to open space parcel AR-94 on the western edge of the project area and will blend into the open space. Water quality lot C is located along Green Feather Way. Condition 9a was added to the project to ensure that this lot will be attractively landscaped because it will be more clearly visible from the public way.

2. ***The subdivision will result in lots which can be used or built upon. The subdivision will not create lots which are impractical for improvement or use due to: the steepness of terrain or location of watercourses in the area; the size or shape of the lots or inadequate building area; inadequate frontage or access; or, some other physical condition of the area.***

The proposed parcels are of sufficient size and shape to accommodate development that is consistent with the applicable zoning and design requirements. As mentioned above, the lots are consistent with the proposed development standards. The RS/DS standards have been determined to be of adequate size and shape to support development consistent with the ARSP guidelines. The proposed parcel configurations preserve the location of watercourses and do not create a physical condition that would be impractical for the proposed improvements.

3. ***The design and density of the subdivision will not violate the existing requirements prescribed by the Regional Water Quality Control Board for the discharge of waste into the sewage system, pursuant to Division 7 of the Water Code.***

As part of the adoption for the ARSP, an assessment of wastewater demands was completed for the entire plan area. The proposed subdivision map is consistent with the total number of units anticipated within the Specific Plan, and therefore will not increase planned demands on sewage services. There will be no impacts to the existing requirements established by the Regional Water Quality Control Board.

EVALUATION: MAJOR GRADING PLAN (PARCEL AR-51)

Grading Ordinance Section 16.20.080 stipulates that three findings must be made in order to approve a Major Grading Plan. The required findings are listed below in ***bold italics*** and are followed by an evaluation.

1. ***The grading plan conforms to the requirements of the city's improvement standards and the provisions of Chapter 16.20 of the Roseville Municipal Code.***

The project includes a request to rough grade Parcel AR-51, in addition to the grading that will take place on the residential subdivisions. The work will balance approximately 66,100 cubic yards of cut and fill across the project. The Engineering Division reviewed the Grading Plan and the rough grading plans are included within Exhibit A.

As part of a future Grading Permit, the applicant will be required to submit a Storm Water Pollution Prevention Plan (SWPPP) prior to the commencement of work. This plan will ensure that storm water will either be contained on site or will be treated and will not impact surrounding properties and water bodies prior to discharge from the site. With the recommended conditions of approval the project will meet the requirements of the City's Improvement Standards and Grading Ordinance, and will be consistent with the master grading and drainage plan for the SVSP.

2. ***The grading has been designed to accommodate, and/or mitigation conditions have been imposed to compensate for any potential impacts to any of the natural features of the property or to adjacent properties, and the grading will not result in any increase in water surface elevation in any stream channel located on the property and associated with the grading as approved.***

The City's Grading Ordinance and General Plan require City staff to evaluate the impacts to wetlands and other natural resource areas and recommend changes to a project if there are opportunities to preserve these areas. Long term preservation of natural resources is best achieved through placement in Open Space areas. Parcel AR-51, identified in the Grading Plan, has a Zoning Designation of Commercial Mixed Use/Special Area (CMU/SA) and a Land Use Designation of Community Commercial/Village Center (CC/VC) and is anticipated for development in the ARSP. Buildout of the ARSP area, including Parcel AR-51, was evaluated in the ARSP EIR and mitigation measures were adopted to compensate for any loss of wetlands. Per the ARSP EIR mitigation measures, any fill that will impact wetland areas will require the applicant to receive approval of an Army Corps of Engineers "404" permit and a Regional Water Quality Control Board "401" certification. The applicant has received approval of the required permits for the project area and has provided staff with the permit documentation. The proposed grading will not result in an increase in water surface elevation of any stream channel.

3. ***The proposed grading is necessary to allow development of the property consistent with the general plan land use allocation for the property.***

Parcel AR-51 has an existing General Plan land use designation of Community Commercial/Village Center (CC/VC). The property will require grading to allow development of the site and the Major Grading Plan will facilitate the property being developed consistent with the land use allocation.

EVALUATION: ADMINISTRATIVE PERMIT

As shown in Table 4.2 of the ARSP each residential specific plan large lot parcel has been allocated a specific number of units. The specific plan anticipated that these units may need to be adjusted as more detailed site development began and includes provisions for transferring units between large lot parcels. The Implementation chapter of the ARSP provides the standards of review for minor residential unit transfers. As described in the ARSP, a minor unit transfer may be approved with an Administrative Permit if the transfer meets the following criteria:

1. The transfer and receiving parcels are located within the ARSP and are subject to a development agreement;

2. The transfer of units does not result in a change to the land use designation, specifically, the transfer does not: (a) reduce the number of units from the transfer parcel below the minimum number of units allowed by the applicable land use designation; or (b) increase the number of units to the receiving parcel above the maximum number of units allowed by the applicable land use designation;

3. The transfer of units does not result in increased impacts beyond those identified in the Specific Plan EIR and does not preclude the ability of the parcels to conform to the applicable standards or regulations contained in this Specific Plan and related Development Standards and Design Guidelines;

4. The transfer of units does not adversely impact planned infrastructure, roadways, schools, or other public facilities, or fee programs and assessment districts;

5. The cumulative increase or decrease in units resulting from the adjustment does not change the unit allocation by more than 20 percent of the units to either the transfer or receiving parcel, as established at the time of the original approval of the Specific Plan;

6. HDR units designated as affordable units may be transferred administratively until such time that they are encumbered by an Affordable Housing Regulatory Agreement (or other form as approved by the City); and

7. For HDR parcels, unit transfers may be approved between HDR parcels administratively, provided the resulting density of either parcel does not fall below 25 units per acre.

Section 19.78.060A of the City of Roseville Zoning Ordinance requires that three findings be made prior to the approval of an Administrative Permit. The required findings are listed below.

1. ***The proposed use or development is consistent with the City of Roseville General Plan and any applicable specific plan.***

2. ***The proposed use or development conforms to all applicable standards and requirements of the Zoning Ordinance.***

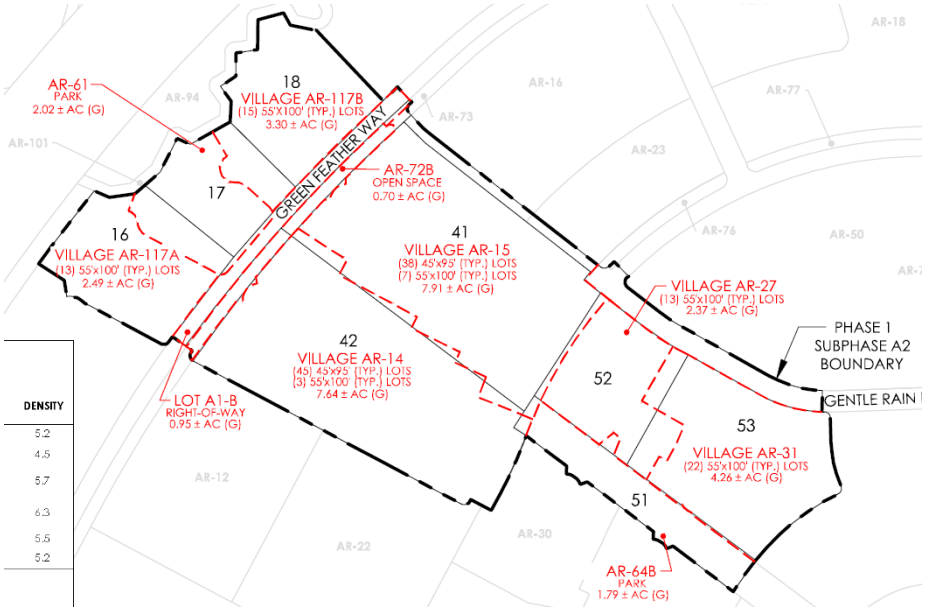
3. ***The location, size, design, and operating characteristics of the use or development is compatible with and shall not adversely affect or be materially detrimental to the health, safety, or welfare of persons residing or working in the area, or be detrimental or injurious to public or private property or improvements.***

As detailed in Table 2 below, the applicant proposes to transfer units among parcels within the ARSP. Additionally, parcels AR-7 and AR-46 are proposed to be removed and replaced with multi-phase parcel AR-117A and AR-117B. A redlined version of the ARSP land use chapter reflecting these changes is included as Exhibit B. The specific plan parcel lines will also be modified with the proposed project to accommodate the proposed lot and street layout (Figure 4). A Large Lot Tentative Subdivision Map modification is not requested because the large lot map boundaries will no longer be applicable with the recordation of the final small lot map. However, the shape of the specific plan parcels within the ARSP will need to be modified to match the small lot map. The overall number of units within the Subphase A1 area will be reduced by 17 units (approximately 10%) from what was anticipated in the ARSP. The LDR land use designation will remain throughout the project area. According to the implementation procedures of the ARSP, any units assigned to a large lot parcel that are not used by a tentative map/Design Review for Residential Subdivision Permit or are not approved for transfer, shall revert to the City unit pool and landowners shall have no subsequent claim to such units. Thus, the applicant proposes to transfer the 17 unused units to parcels AR-1 and AR-2 as shown in Table 2 below. Those parcels are located in the third and final phase of the ARSP.

Table 2: Proposed Unit Transfer

SVSP Parcel	Current Allocation	Transfer (+/-)	Proposed Allocation	Current Density	Proposed Density	Percent Unit Change
AR-1	70	+13	83	3.5	4.1	+19%
AR-2	101	+4	105	4.1	4.3	+4%
AR-14	50	-2	48	6.7	6.3	-4%
AR-15	49	-4	45	6.5	5.7	-8%
AR-27	15	-2	13	6.3	5.5	-13%
AR-31	27	-5	22	6.1	5.2	-19%
AR-117A & B (Former AR-7 and AR-46)	32	-4	28	5.8	4.8	-13%
Total	344	n/a	344			unchanged

Figure 4. Large Lot Parcel Line Adjustments (Proposed in Red)



All of the affected large lot parcels have a Low Density Residential (LDR) land use designation, are located within the ARSP, and are subject to the Amoruso Ranch Specific Plan Development Agreement. The requested transfers will not result in a change to the land use designations, as all parcels will remain LDR. The cumulative change in units is not more than 20% for any of the parcels. The unit transfers will occur in areas that have been identified for development and will not require modification to existing infrastructure or result in new environmental impacts. None of the parcels are designated High Density Residential, nor are they subject to an affordable housing agreement.

The project is consistent with the General Plan, ARSP, and the Zoning Ordinance. The project will transfer planned units between existing specific plan large lot parcels. No physical effects will occur. The transfer will have no effect on the health, safety, or welfare of people in the area, nor will it be detrimental or injurious to private property or improvements.

PUBLIC OUTREACH

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. A notice of the public hearing was published in the Press Tribune on November 26, 2022 and a notice of the hearing was also distributed to all property owners within 300 feet of the site, and to the Roseville Coalition of Neighborhood Associations. To date, no comments have been received.

ENVIRONMENTAL DETERMINATION

The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15182, which exempts residential projects consistent with a Specific Plan for which an EIR has been certified. The Amoruso Ranch Specific Plan EIR (SCH # 2013102057) was certified on June 15, 2016.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

A. Adopt the three (3) findings of fact and approve the **TENTATIVE SUBDIVISION MAP – 2091 Gentle Rain Drive – ARSP PCL AR-14, AR-15, AR-27, AR-31, AR-117A & AR-117B – AMORUSO RANCH PHASE 1 SUBPHASE A2 – FILE #PL22-0157** subject to seventy-two (72) conditions of approval;

B. Adopt the three (3) findings of fact and approve the **MAJOR GRADING PLAN – 2091 Gentle Rain Drive – ARSP PCL AR-7, AR-14, AR-15, AR-27, AR-31, AR-46, AR-51, AR-117A & AR-117B – AMORUSO RANCH PHASE 1 SUBPHASE A2 – FILE #PL22-0157** subject to twenty-seven (27) conditions of approval; and

C. Adopt the three (3) findings of fact and approve the **ADMINISTRATIVE PERMIT – 2091 Gentle Rain Drive – ARSP PCL AR-1, AR-2, AR-7, AR-14, AR-15, AR-27, AR-31, AR-46, AR-117A & AR-117B – AMORUSO RANCH PHASE 1 SUBPHASE A2 – FILE #PL22-0157** subject to two (2) condition of approval.

Current Plan Check Task Status by Department and Reviewer

Development Services Department Key Performance Measures **As of 8/18/2025 7:15 AM**

	Total Reviews	Past Due	Due Within 6 Bus Days
BUILDING	116	1	83
BUSINESS SERVICES	33	0	18
ELECTRIC	21	0	13
ENGINEERING	70	1	36
EU	7	0	2
FIRE	21	3	9
HOUSING	2	0	2
PARKS	4	0	1
PLANNING	57	0	23
PUBLIC WORKS	12	0	2

Fee Type		Fee Cost Savings			
		1 - 6.9 units/acre	7 - 12.9 units/acre	> 13 units/acre (single-family)	Multifamily
Public Facilities Fee		$1,340.00	$1,042.00	$447.00	$447.00
Placer County Public Facilities Fee		$ 955.06	$955.06	$955.06	$190.09
Park Fees					
NRSP - Phase I		$1,514.00	$1,514.00	$1,514.00	*
NRSP - Phase II		$147.00	$147.00	$147.00	*
NRSP Phase II South		$2,114.00	$2,114.00	$2,114.00	*
WRSP - Westpark		$1,746.00	$1,746.00	$1,746.00	*
SVSP - Westbrook		$2,861.00	$2,861.00	$2,861.00	$1,776.00
*This is a senior single-family community; there is no age-restricted multifamily in this planning area Source: Commercial and Multifamily Development Fees booklet pages 8, 15, and 48					

COUNCIL COMMUNICATION

CC #: 1976
File #: 0111-01

Title:	Placer Regional Homelessness Project
Contact:	Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 9.2.

RECOMMENDATION TO COUNCIL

Staff requests the City Council's comments and perspectives on the draft Placer Regional Homelessness Project – Phase One. (Attachment A).

BACKGROUND

The last assessment of homelessness conducted by Placer County occurred six years ago. Last year, Placer County initiated the Placer Regional Homelessness Task Force to review current efforts regarding homelessness in South Placer. The focus of the project is to undertake a process to develop a regional strategic plan for homelessness. The project began with a series of research and stakeholder engagement activities to help identify gaps, issues and opportunities, and to create a set of potential strategies to address homelessness in South Placer.

Over the course of time since the project began the project team has accomplished the following:

- Placer County homelessness response system review and inventory of services
- Best practices research
- Consultations with the regional Continuum of Care, the Placer Law Enforcement Agencies (PLEA), individuals with lived experience of homelessness, service providers, and the local Office of Education, etc.
- Mapping of key amenities for a preliminary housing location analysis
- Dialogue among key public agency staff and elected officials, including law enforcement and health care providers
- Convening public safety and legal counsel across the region to discuss potential and aligned responses to the Martin v. Boise decision.

Additionally, the process involved a series of meetings with two working groups. The Ad Hoc Group that was comprised of two elected officials from each city in South Placer and the Regional Working Group that consisted of staff from the same cities and selected organizations that work with the homeless community.

The two groups worked independently until a final meeting when the strategies developed, based on the discussions during these meetings, were presented to the Ad Hoc Group for their consideration.

Strategies for consideration arose from an issues and opportunities analysis and best practices research done in the first few months of the project, as well as from discussions among the stakeholders and Regional Working Group members.

Based on the discussions and recommendations during a December 15, 2021, Ad Hoc Group meeting, an additional meeting was held with the group on February 24, 2022, for the purpose of providing the consultant with additional insights and perspectives before the draft report was finalized.

The consultant is meeting with the City Councils of the cities in South Placer to present the draft report and gain input and layout the proposed next phase of the project. Once the meetings have concluded, the consultant will present the draft report, including the insights and perspectives gained from the meetings with the City Councils, to the Placer County Board of Supervisors for their direction regarding Phase 2 of the project.

FISCAL IMPACT

There is no financial impact associated with this action.

ENVIRONMENTAL REVIEW

ENVIRONMENTAL REVIEW

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

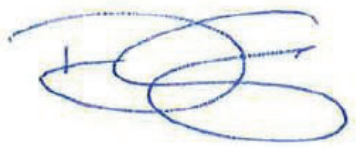
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment A - Final Placer Homelessness Response Emerging Strategies Phase One Report

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Ruiz, Amy	Approved	3/1/2022 - 12:56 PM
City Manager	Casey, Dominick	Approved	3/2/2022 - 6:50 PM
Paralegal	Hakala, Gretchen	Approved	3/3/2022 - 2:58 PM
City Clerk	Six, Katrina	Approved	3/3/2022 - 7:19 PM
Assistant City Manager	Louthan, Dion	Approved	3/4/2022 - 10:49 AM
Chief Financial Officer	Kauffman, Dennis	Approved	3/4/2022 - 4:09 PM
City Attorney	Sheidenberger, Michelle	Approved	3/7/2022 - 8:17 PM
City Manager	Casey, Dominick	Approved	3/8/2022 - 10:46 AM
City Clerk	Six, Katrina	Approved	3/8/2022 - 2:43 PM

BICYCLE FRIENDLY COMMUNITY
Fall 2021
BRONZE
THE LEAGUE OF AMERICAN BICYCLISTS

ROSEVILLE, CA

TOTAL POPULATION
141,500

POPULATION DENSITY
3215

TOTAL AREA *(sq. miles)*
44.08

OF LOCAL BICYCLE FRIENDLY BUSINESSES 0

OF LOCAL BICYCLE FRIENDLY UNIVERSITIES 0

10 BUILDING BLOCKS OF A BICYCLE FRIENDLY COMMUNITY

	Average Silver	*Roseville*
High Speed Roads with Bike Facilities	35%	100%
Total on- and off-road Bicycle Network Mileage to Total Road Network Mileage	48%	71%
Bicycle Education in Schools	GOOD	GOOD
Share of Transportation Budget Spent on Bicycling	11%	25%
Bike Month and Bike to Work Events	GOOD	EXCELLENT
Active Bicycle Advocacy Group	YES	NO
Active Bicycle Advisory Committee	MEETS EVERY TWO MONTHS	NONE
Bicycle–Friendly Laws & Ordinances	GOOD	EXCELLENT
Bike Plan is Current and is Being Implemented	YES	SOMEWHAT
Bike Program Staff to Population	1 PER 78K	1 PER 31K

CATEGORY SCORES

ENGINEERING *Bicycle network and connectivity*	4.4/10
EDUCATION *Motorist awareness and bicycling skills*	4.9/10
ENCOURAGEMENT *Mainstreaming bicycling culture*	5.6/10
EVALUATION & PLANNING *Setting targets and having a plan*	5.8/10

KEY OUTCOMES

	Average Silver	*Roseville*
RIDERSHIP *Percentage of Commuters who bike*	2.7%	0.38%
SAFETY MEASURES **CRASHES** *Crashes per 10k bicycle commuters*	537	1,369
SAFETY MEASURES **FATALITIES** *Fatalities per 10k bicycle commuters*	6.3	0

KEY STEPS TO SILVER

» Continue to improve and expand the low-stress bike network for all ages and abilities, and ensure that your community follows a bicycle facility selection criteria that increases separation and protection of bicyclists based on levels of motor vehicle speed and volume.

» Develop a system of bicycle boulevards, utilizing quiet neighborhood streets, that creates an attractive, convenient, and comfortable cycling environment welcoming to cyclists of all ages and skill levels. Use the Bicycle Boulevards section of the NACTO Urban Bikeway Design Guide for design guidelines.

» Ensure that your Complete Streets policy is followed for all projects, and that compliance is tracked. Ensuring compliance with a Complete Streets policy is an important and often low-cost way to add to your bicycle network. Striping bicycle lanes as part of repaving operations can save 40% of the cost of adding a bicycle lane. If necessary, revisit your Complete Streets policy and process to ensure better compliance.

» Continue to increase the amount of high quality bicycle parking throughout the community, and to upgrade the quality of existing bike parking to meet APBP standards. (See www.apbp.org/bicycle-parking-solutions)

» Consider launching a bike share system that is open to the public. Bike sharing is a convenient, cost effective, and healthy way of encouraging locals and visitors to make short trips by bike, make bicycling more accessible to all, and to bridge the 'last mile' between public transit and destinations.

KEY STEPS CONTINUED ON PAGE 2...

ROSEVILLE, CA

Fall 2021

KEY STEPS TO SILVER CONTINUED

» Improve bicycle safety education for students of all ages by incorporating on-bicycle education opportunities and by expanding the program to all K-12 schools. Providing bicycles in schools for on-bike education ensures that all students can learn to safely ride a bicycle regardless of the availability of a bicycle in their household.

» Host a League Cycling Instructor (LCI) seminar to increase the number of local LCIs in your community. Having several active instructors in the area will enable you to expand cycling education for youth and adults, recruit more knowledgeable cycling ambassadors, deliver Bicycle Friendly Driver education to motorists, and have experts available to assist in encouragement programs. Visit bikeleague.org/ridesmart for more information.

» Create an official Bicycle & Pedestrian Advisory Committee (BPAC) to create a systematic method for ongoing citizen input into the development of important policies, plans, and projects. Ensure that the members of the committee reflect the diversity and ability levels of cyclists in your community.

» Begin the process of creating a new Bicycle Master Plan or updating your 2008 Bike Plan. Regularly updating your bicycle plan is key to improving conditions for bicycling, adhering to evolving best practices and national standards, and institutionalizing processes for continual evaluation and improvement. Ensure the new plan includes specific and measurable goals and performance measures to track progress, and is supported by a dedicated budget for implementation.

» Continue to develop a bicycle count program that utilizes several methods of data collection including automated bicycle counters to provide long-term data on bicycle use at fixed points and mobile counters to provide periodic or before/after data related to a changes in your community's road or bicycle network. Observational counts and surveys can continue to supplement automated data in order to collect demographic information and examine social equity goals.

MORE RESOURCES FOR IMPROVING YOUR COMMUNITY:

» **League of American Bicyclists: https://www.bikeleague.org**

» **Guide to the BFC Report Card: https://bikeleague.org/sites/default/files/Guide_to_the_Bicycle_Friendly_Community_Report_Card.pdf**

» **Resources for Building a Bicycle Friendly Community: https://bikeleague.org/BFC_Resources**

» **Building Blocks of a Bicycle Friendly Community: https://bikeleague.org/content/building-blocks-bicycle-friendly-communities**

» **About the BFC Application Process: https://bikeleague.org/content/about-bfc-application-process**

» **The Five E's: https://bikeleague.org/5-es**

» **Tips for Current and Aspiring BFCs: https://bikeleague.org/BFC-tips**

» **Smart Cycling Program: https://bikeleague.org/ridesmart**

» **Advocacy Reports and Resources: https://bikeleague.org/reports**

» **Bicycle Friendly Business Program: https://bikeleague.org/business**

» **National Bike Month: https://bikeleague.org/bikemonth**

Report of Required Information per Health and Safety Code 34176.1 (f)
City of Roseville Housing Successor
Fiscal Year 2023-24

1. **Any amounts deposited into the Fund, with segregation of amounts deposited from payments pursuant to a Recognized Obligation Payment Schedule ("ROPS") from other sources.**

Amount	*Source*	*Purpose*
$60,864	Interest on Investments Earned	Fund Balance-Reserved
$19,500	Interest on Notes/Loans	Fund Balance-Reserved
$45,778	Monitoring Fees	Fund Balance-Reserved
$252,532	20% Deposit from City Loan Payoff	Fund Balance-Reserved
$56,700	Loan Payoffs-Program Income	Fund Balance-Reserved
$15,000	Other Income	Fund Balance-Reserved
$450,374	**Total Deposits**	

2. **The balance in the Fund at the fiscal year end, with segregation of amounts held to meet obligations on a ROPS from other amounts.**

Amount	Description
$1,911,160	Ending Cash
$6,850	Interest Receivable
$1,918,010	**Fund Balance 6/30/24**

3. **A description of expenditures from the Fund by category for:**
   a. **Monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered by the redevelopment agency or the housing successor and administering permitted affordable housing activities. *The amount that can be spent on monitoring and administration is capped at 2% of the value of the assets in the Fund or $200,000 whichever is greater.***
   b. **Homeless prevention and rapid rehousing services. *This amount is limited to $250,000 annually.***
   c. **Development of housing affordable to households at or below 80% of area median income ("AMI").**

Amount	*Description*
$50,452	a. Staff charges for Monitoring
$101,046	a. Professional Services
$12,199	a. Misc Office Charges
$249,999	b. Homeless Prevention
$500,000	c. Development of housing
$913,696	**Total Expenditures**

4. **The statutory value of real property owned by the housing successor, the value of loans and grants receivable, and the sum of these two amounts. *"Statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer form approved by the Department of Finance ("DOF") and the purchase price of properties purchased by the housing successor.***

Amount	*Description*
$875,000	Land - Note Receivable
$5,760,000	Mercy Housing - Deferred Receivables
$500,000	Hampstead Prospera at Fiddyment Workforce
$3,693,755	FTHB/commercial Deferred Receivables
$861,715	Residential
$11,690,470	**Total Value of Land & A/R**

5. A description of any inter-jurisdictional transfers of monies from the Fund in the previous fiscal year as well as any transfer from prior fiscal years if the funds are still unencumbered and a description of and status update on any project for which transferred funds have been or will be expended if that project has not yet been placed in service.

None

6. A description of any project for which the housing successor receives or holds real property tax revenue pursuant to the ROPS and the status of that project.

None

7. For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with the development of the property within five (5) years after the DOF approved the property as a housing asset, which would typically be the date of approval of the housing asset transfer list. For interests in real property acquired on or after February 1, 2012, a status update on the project.

Mercy Housing secured a loan from the Housing Successor for $5,760,000 for the development of a 58-unit mixed-use affordable housing development at 623 Vernon Street, Roseville. The loan was approved by the City Council, acting as the Housing Successor, on November 16, 2016. The project was completed in November 2018.

In 2016, the Housing Successor committed $600,000 of funding from the low/moderate affordable housing funds towards the Junction Crossing affordable rental housing development at 120 Pacific Street. The deferred low interest loan was approved by the City Council, acting as the Housing Successor, on October 20, 2021. This project includes 80 affordable units available for low- and very low-income households and was completed in February 2024.

The Housing Successor loaned $500,000 in gap funding to Hampstead Company's Prospera at Fiddyment - Workforce Housing project for the development of a 104-unit mixed-income affordable housing development. The project is located at 2801 North Hayden Parkway in West Roseville and was completed in October 2024. The loan was approved by the City Council, acting as the Housing Successor, on April 3, 2024.

8. A description of any outstanding replacement housing and housing production obligations that transferred to the housing successor on February 1, 2012, the housing successor's progress in meeting those obligations, and the housing successor's plans to meet the unmet obligations.

The Agency finalized a loan of $500,000 from Low/Mod funds to one affordable rental project that developed 59 very low- and low-income units. The Agency will continue to use loan portfolio payoffs and 20% set-aside deposits from City loan payments to provide additional assistance for affordable housing developments. The value of the 20% loan receivable from the Successor Agency on June 30, 2024, is $2,234,941 providing the California Department of Finance approves the payment of the City loans by the Successor Agency.

9. **Reporting on income targeting requirements does not need to be included until December 31, 2019 for the period from January 1, 2014 through the end of the fiscal year covered by the report (June 30, 2019 for most housing successors), and every five years thereafter. However, it may be useful for housing successors to track this information on an annual basis to ensure the requirement is met every five years.** ***The required income targeting expenditures are that, over a five year period, the funds remaining after expenditures for monitoring and administration and rapid rehousing services, if any, must be expended for the development of housing affordable to and occupied by households earning 80% or less of the AMI, with at least 30% of the funds expended on the development of housing affordable to and occupied by households earning 30% or less of the AMI and not more than 20% of the funds expended on the development of housing affordable to and occupied by households earning between 60% and 80% of the AMI.***

Project	*Loan Mount*	*Assisted Units*	*AMI*
Prospera at Fiddyment Workforce	500,000.00	8	30%
Junction Crossing	438,000.00	8	30%
Junction Crossing	162,000.00	3	50%

10. **The percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the total number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period.** ***If the percentage of assisted senior rental housing is more than 50 percent of the total of all assisted rental housing, no additional senior rental housing can be assisted until the percentage falls to 50 percent or less.***

In last 10 years:

# of Units	*Description*
0	Senior Restricted Rental Housing Units
601	Non-Senior Restricted Rental Housing Units
601	**Total Units**
0%	% of Senior Restricted Rental Housing Units

11. **The amount of any excess surplus, the amount of time that the successor agency has had the excess surplus, and the housing successor's plan for eliminating the excess surplus.** ***The definition of excess surplus has been modified so that an "excess surplus" exists to the extent a housing successor holds unencumbered funds in its Fund in an amount that exceeds the greater of $1,000,000 or the total amount of deposits into the Fund for the preceding four fiscal years. The housing successor is required to spend the excess surplus amount or transfer that amount to another jurisdiction as provided in Health and Safety Code Section 34176.1(c)(2) within three fiscal years. If not, the excess surplus amount must be transferred to HCD to use pursuant to the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.***

Fiscal Year	**Amount Deposited**
FY2022-23	$500,424
FY2021-22	$1,301,704
FY2020-21	$603,561
FY2019-20	$419,559
TOTAL	**$2,825,248**

Fund Balance – 6/30/23	**$1,918,010**

Amount of Fund Balance does not exceed the sum of the deposits in the prior four years.	**$0**

12. Inventory of Home Ownership Units: This section provides an inventory of homeownership units assisted by the former Agency or FVHA as Housing Successor that are subject to covenants or restrictions or to an adopted program that protects the former Agency's investment of moneys from the Low and Moderate Income Fund per Section 33334.3 (f).

Loan Date	*Loan Due in yrs*	*Address*	*Amount*
12/2/2008	45	121 Hickory Street	77,300.00
12/2/2008	45	177 Hickory Street	100,000.00
2/18/2009	45	109 Hickory Street	100,000.00
6/30/2009	45	153 Hickory Street	98,637.00
11/4/2009	45	145 Hickory Street	100,000.00
11/24/2009	45	125 Hickory Street	85,778.00
11/25/2009	45	141 Hickory Street	100,000.00
11/25/2009	45	113 Hickory Street	100,000.00
3/11/2010	45	149 Hickory Street	100,000.00
		TOTAL	**$861,715.00**

CITY OF ROSEVILLE CALIFORNIA

2025–26 Community Development Block Grant

Acquisition of
Affordable Rental Housing
Notice of Funding Availability

Date Due: 12:00 p.m. – September 5, 2025

2025–26 CDBG
Acquisition of Affordable
Rental Housing
Notice of Funding Availability

INTRODUCTION

The City of Roseville (City) announces the availability of $700,000 in Community Development Block Grant Program (CDBG) funds to be awarded to qualified nonprofit affordable housing developers/project sponsors. Funding under this Notice of Funding Availability (NOFA) is for the purpose of property acquisition that will assist in the development of affordable rental housing in the City of Roseville to provide permanent or transitional housing for low-and moderate-income (LMI) persons. The funding will be provided for the acquisition of real property or land for the future development of affordable rental housing. The future proposed project must contain 1 unit per $100,000 (i.e., a minimum of 7 units for $700,000, etc.).

The amount of financial assistance allocated to eligible acquisitions under this NOFA will be limited to $700,000. As appropriate, financial assistance will be made in the form of a loan, secured by a lien against the property, and will have a term of 55 years with 3% simple interest. Preference will be given to Applicants who can commit to expending the CDBG funds by March 31, 2026, and an affordable housing project must be developed within a three to four-year period from commitment date. *The award and disbursement of these funds is contingent upon the City of Roseville's receipt of the 2025–26 CDBG Grant Agreement from the U.S. Department of Housing and Urban Development (HUD).*

The City reserves the right to increase or decrease the amount in the NOFA.

Qualified nonprofit affordable housing developers/project sponsors (Applicants) that can meet the NOFA requirements and demonstrate their ability to finance, design, manage affordable rental housing are encouraged to submit proposals. Proposals will be reviewed for compliance with the CDBG Program regulations and the terms of this NOFA. All proposals must be received by 12:00 p.m. on September 5, 2025. Funding will be awarded by the City on a competitive basis to the project or projects that provide the best opportunity to address the City's affordable housing needs.

The City reserves the right to request that Applicants submit additional information to clarify submitted information. Also, the City reserves the right to suspend, amend or modify the provisions of this NOFA, to reject all proposals, to negotiate modifications of proposals, or to award less than the $700,000 of funding made available.

ELIGIBLE APPLICANTS

Proposals will be accepted from experienced qualified nonprofit organizations and affordable housing developers/project sponsors. Applicants should have experience completing affordable rental housing projects of similar size and complexity as the proposed project, preferably within the Placer/Sacramento regions. ***Acquisition by a private for-profit entity is not eligible under §570.201(a).***

Organizations must have a valid UEI (Unique Identifier Number). For information on how to obtain a UEI number please visit the website: https://sam.gov/content/duns-uei. Entities with an exclusion listed on SAM.gov are not eligible to participate in the CDBG program or receive funding.

PREFERECES

Preference will be given to projects located on properties within the areas shown on the maps in Attachment C. These areas are key commercial areas within the City's Douglas-Harding and Douglas-Sunrise Corridor Specific Plans. The City is actively pursuing reinvestment projects in these areas, including opportunities for multifamily housing that will activate and support commercial uses. Multifamily housing is a permitted use in the areas shown on the map and public hearings are not required for affordable housing projects. The City has also provided California Environmental Quality Act (CEQA) clearance, utility capacity, and reduced parking requirements for multifamily projects at densities of 25 units per acre or greater.

Additional preference will be given to projects serving households exiting homelessness.

CDBG PROGRAM OVERVIEW

The Community Development Block Grant (CDBG) Program is one of the longest-running programs administered by HUD. It provides annual funding to entitled cities and counties to carry out a wide range of community development activities to improve the lives of their low- and moderate-income residents through the creation and expansion of economic and community development opportunities in support of livable communities.

CDBG Program statute requires that each activity funded must meet one of the three national objectives; Benefit to low-and moderate-income (LMI) persons (80% AMI or less); Aid in the prevention of elimination of slums or blight; and meet a need having a particular urgency.

HUD REGULATIONS

The availability and use of the funds under this NOFA are subject to the CDBG Program regulations imposed by the United States Department of Housing and Urban Development (HUD) and can be found at 24 CFR Part 570.

ELIGIBLE PROJECTS

The City of Roseville 2025–26 CDBG Affordable Housing award will support rental units designated for lower-income households with household income of no more than 80 percent AMI with a priority for financing for rental projects restricted to households with incomes of no more than 60 percent AMI.

Projects considered for funding must meet all three of the following requirements: (1) be an eligible activity for CDBG funding; (2) qualify for funding on the basis of principally benefiting lower-income persons; and (3) meet the City of Roseville CDBG Consolidated Plan goal of acquisition or development of rental housing affordable to very low- and low-income

households.

Eligible projects must be located within the City of Roseville. Projects which are assisted under this NOFA must create 1 unit per $100,000 and must provide permanent or transitional affordable rental housing.

Proposals for the following types of activities will be accepted:

- Acquisition of real property to be used for permanent housing for low-income persons (80% AMI or less);
- Acquisition of real property to be used for transitional housing for low-and moderate-income (LMI) persons;
- Acquisition of vacant land for the development of permanent or transitional housing for low-and moderate-income (LMI) persons:
    - End use of land is limited to the creation of housing designated for lower-income households with household income of no more than 80 percent of the HUD Area Median Income for Placer County (AMI);
    - An affordable housing project must be developed and occupied within a four-year period from commitment date.
    - Land acquired must be retained for its originally intended use, which must qualify as a categorically excluded activity under 24 CFR 58.35.

CDBG funds may be used to reimburse the cost of surveys to identify the property to be acquired, appraisals, the preparation of legal documents, recordation fees, and other costs that are necessary to the acquisition process. Reimbursement for expenses incurred before CDBG funds were allocated or before the National Environmental Policy Act (NEPA) review was completed is not allowed under the regular CDBG program.

AFFORDABILITY COVENANT

Restricted units must remain affordable for the remaining life of the project, which shall be no less than fifty-five (55) years. A restrictive covenant will be recorded against the property to ensure affordability during the term of the agreement. All projects shall be required to agree to maintain the project's affordability for the term of the restrictive covenant, regardless of whether the loan is fully repaid. A draft Regulatory Agreement is included in Attachment A.

The annual reporting requirements will be outlined in the Regulatory Agreement. Projects receiving funds from the City shall be monitored annually to ensure compliance with the occupancy and affordability requirements of the Regulatory Agreement.

ENVIRONMENTAL REVIEW AND ASSESSMENT

Projects must comply with the requirements of the California Environmental Quality Act (CEQA). The Project will also be assessed in accordance with the National Environmental Policy Act (NEPA) requirements. Award of funds will be subject to completion of a Phase 1 Environmental Site Assessment. *If a Phase 1 Environmental Assessment has already been completed, it must*

be included as an attachment with the application.

Hazardous Materials: It is HUD policy, as described in §50.3(i), that "(1)... all property proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gasses, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property. (2) HUD environmental review of multifamily and non- residential properties shall include evaluation of previous uses of the site and other evidence of contamination on or near the site, to assure that occupants of proposed sites are not adversely affected by the hazards..." Sites known or suspected to be contaminated by toxic chemicals or radioactive materials include but are not limited to sites: (i) listed on an EPA Superfund National Priorities or CERCLA List, or equivalent State list; (ii) located within 3,000 feet of a toxic or solid waste landfill site; or (iii) with an underground storage tank (which is not a residential fuel tank).

UNIFORM RELOCATION ASSISTANCE (URA) REQUIREMENTS

Acquisition of real property with CDBG funds is subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Specifically, 24 CFR 570.606(e) requires that acquisition of real property for a CDBG-funded activity or series of activities (including CDBG- funded acquisition itself) must comply with the URA real property acquisition requirements at 49 CFR Part 24, Subpart B.

Applicant must be required to follow 49 CFR 24.101(b)(1) for the acquisition to avoid triggering URA. This includes notifying the seller in writing that if negotiations fail to result in an amicable agreement, they will not seek to acquire the property (in other words, will not seek eminent domain); and notifying the seller in writing of what they believe to be the market value of the property.

RELOCATION PLAN

Any Applicant proposing to acquire land using City funds that may result in the displacement of residential or commercial tenants must fully comply with both federal and state relocation laws.

LEAD MITIGATION REQUIREMENT

HUD requires that certain housing projects built before 1978 will need to meet lead-mitigation standards. These include activities involving housing rehabilitation, tenant-based rental assistance, acquisition, leasing, support services, and operations. Housing exclusively for seniors or persons with disabilities is exempted, unless a child under age 6 is expected to reside there. Also exempted are 0- bedroom dwellings, including efficiency apartments, single-room occupancy structures (SROs), or rentals of individual rooms in residential dwellings.

PREVAILING WAGE LAW

Funds awarded under this NOFA may be subject to federal Davis-Bacon law and state prevailing wage law, as set forth in Labor Code Section 1720 et seq., and require the payment of prevailing wages unless the project meets one of the exceptions of Labor Code, Section 1720 (c), as determined by the Department of Industrial Relations (DIR). The DIR can be contacted via its website at https://www.dir.ca.gov/oprl/DPreWageDetermination.htm.

Applicants are urged to seek professional advice as to how to comply with state prevailing wage law. *Since funds are limited to acquisition, projects will likely be considered exempt.*

ACCESSIBILITY AND NON-DISCRIMINATION

All projects or programs shall adhere to the accessibility requirements set forth in California Building Code, Chapter 11A and 11B and the Americans with Disabilities Act, Title II. In addition, projects or programs shall adhere to either the Uniform Federal Accessibility Standards, 24 Code of Federal Regulations (CFR) Part 8, or U.S. Department of Housing and Urban Development's (HUD) modified version of the 2010 American Disabilities Act Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, 79 F.R. 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR, Section 8.26.

Recipients shall adopt a written non-discrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with program funds made available pursuant to this NOFA.

Recipients shall comply with the requirements contained in the Americans with Disabilities Act, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Act, Government Code Section 11135, Section 504 of the Rehabilitation Act, and regulations promulgated pursuant to those statutes, including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35, in all of the Sponsor's activities.

SUBMITTAL REQUIREMENTS

1. Executed Proposer's Certification Form

See Attachment B.

2. Cover Letter

Provide a brief summary of the proposed project and discuss your firm's qualifications, why you are uniquely qualified to merit the City's investment and why your proposal should be selected for funding. The letter should clearly identify all of the team members and their role. The cover letter should also indicate and provide contact information for the single point of contact/overall project manager.

3. Development Entity

Identify the entity with the legal authority to contract directly with the City, including all joint ventures/limited partners and their percentage ownership interest (if applicable).

Include resumes and a description of background experience of each principal and each person having major responsibilities for the project's development and include a description of their roles in the proposed project.

Identify the type of legal entity with whom the City would contract and the person who has the legal authority to enter into a contractual agreement with the City on behalf of the Applicant.

4. Experience

Provide evidence of past project experience, particularly with developing affordable rental housing projects.

For three (3) projects include:

- a brief narrative description of the project,
- the Applicant's role,
- the cost of the project,
- amounts and sources of funds used to finance the project,
- the date the project was completed,
- indicate if the project was completed on time and within budget,
- include information on the roles the proposed principals and project staff played in these projects.

5. References

For each of the three projects listed above in Section 4, provide a reference with the applicable city or agency including name, title, telephone number and email address.

6. Financial Statements

In order to assess the financial soundness of the Applicant's proposed principal development entity, the submittal shall include copies of the two most recent audited financial statements of the Applicant and each proposed development entity/joint venture partner, as applicable.

7. Description of Proposed Project Concept

Provide a written description of the proposed project, including scale of development:

- Number of stories,
- type of construction,
- number of units/buildings,
- levels of affordability proposed,
- use of proposed tenants of commercial component [if applicable],
- occupancy restrictions,
- number and type of accessible units,
- bedroom size of units,
- number of parking spaces,
- proposed amenities.

Provide basic site information such as property address; Assessor Parcel Number; square footage; existing uses; an initial assessment for the need to relocate existing commercial and/or residential tenants, as may be applicable; current General Plan land use designation and zoning; indicate if the proposed project is consistent with the existing zoning, or if rezoning is required. Describe the property location, neighborhood, transportation options, local services, and amenities (full-service grocery store, neighborhood park, pharmacy, medical facility, schools, etc.) within close proximity to the site (include distance, e.g., ¼ mile, ½ mile).

If available, provide a graphic depiction of the proposed project consisting of a preliminary site plan and elevation.

Describe the proposed plans on how the future project will be managed. For example, if proposing the development of Permanent Supportive Housing, provide the management plan for the program. Also, if applicable, provide a list of affordable rental projects that are currently under the company's management, include each property's location, number of units and number of affordable units.

8. Financing Plan and Pro forma

Provide a narrative description of the proposed method of financing for the proposed project, including all sources of debt and equity. Given the competitive nature of many of the available local, state and federal funding programs, the narrative should describe the Applicant's approach to alternative financing scenarios as a contingency to the preferred plan.

The proposal should also include a complete preliminary financing pro forma of the proposed project including:

- Total development cost budget, itemized for each component of the Project, identifying predevelopment costs, estimates of land acquisition and site preparation costs (if applicable), direct construction costs (for each component) and all indirect and financing costs, including the developer fee, construction escalation, design contingency, and construction contingency of no less than 10%.

- For mixed-use projects, a development budget with the costs attributable to the commercial/retails component clearly delineated from those for the residential component.

- A complete, phased, sources and uses of funds table for acquisition/predevelopment, construction, and permanent financing for each component of the project. The table should clearly indicate the amount of requested City CDBG financial assistance.

- An initial 15-year operating pro forma with estimated income and expenses including rents for each unit type and assumed inflation factors for both revenues and expenses; assumed vacancy rate; projected debt service with commercial lender assumed interest rate, loan term and amortization, as appropriate; and all distributions of remaining cash flow. The pro forma should clearly detail assumptions on rents for all unit types including utility allowance factors and other sources of income.

- An Excel pro forma is required. Utilizing a standard State of California Universal Application for the Development of Affordable Rental Housing is preferred, however other Excel pro formas that includes all of the above information is acceptable.

The proposal should also include a financing plan for how the applicant will fund ongoing costs and supportive activities once the project has been constructed.

9. Evidence of Site Control

At the time of proposal submission, Applicants with site control of the property for the proposed project for which funding is requested will be prioritized.

- **For Applicants with site control**, they must show that if the proposal is selected, site control can be maintained until the property can be acquired. As evidence of site control, one of the following documents may be submitted with the application:
    - Purchase and Sales Agreement, along with a copy of the title report, including evidence that the agreement is for a term that is sufficient to hold the property until the anticipated date of purchase.
    - Option to purchase or lease, binding on seller or landlord, including evidence that options are renewable until the anticipated date of purchase.
    - Executed land sales contract or other enforceable agreement for acquisition; or
    - Other evidence that Applicant has site control acceptable and as determined by the City.
- **For Applicants who do not have site control at the time of application,** CDBG regulations state that once you have applied for funding, there can be no commitment until the National Environmental Policy Act (NEPA) is completed. If anything is signed/committed from the time Applicant has applied for funding, the project becomes ineligible for CDBG funding.

10. Community Outreach Plan

Provide a preliminary plan for conducting community outreach to neighbors of the proposed Project and community groups. The outreach plan should describe how the Applicant intends to build support for the Project and address community concerns. The outreach plan should also discuss any anticipated community concerns and how they would be handled.

11. Residential Services Plan

If applicable, provide a residential services plan that describes services to be provided to tenants (e.gs. childcare, computer training, etc.) and demonstrates how supportive services for the target tenant population will be provided and funded. The plan should also show funding commitments for services.

12. Project Schedule

Provide a preliminary Project schedule identifying the estimated date of achieving key milestones including securing of all financing commitments; acquisition of the site; start of construction; completion of construction; and lease-up and stabilization of residential and commercial operations (if applicable).

13. Appraisal

A recent appraisal (within six months) and preliminary title report should be attached to the application if there is already under an agreement or option for the property. *If an appraisal is not available, submit one as soon as is practical (not later than 30 days after application due date).* Acquisition costs may not exceed the fair market value of the property as determined by appraisal. If the acquisition price is significantly higher than appraised value, the City may reject the application or deny the funding unless the price can be negotiated reasonably close to the appraised value.

If any of the required documentation is not provided with your application, it will be deemed non-responsive, and the application will not be considered further.

PROPOSAL SUBMISSION PROCESS

Questions can be sent by email or by telephone to Michelle Wurster, Housing Analyst.
Email: mewurster@roseville.ca.us
Phone: 916-774-5295.

Responses to this NOFA are to be sent by email with the designated subject line:

Subject: **Proposal AH NOFA**

To: mewurster@roseville.ca.us

Please note that the maximum size for attachments is 25 MB

DUE DATE: September 5, 2025.

EVALUATION AND SELECTION

Review of Proposals & Project Selection Process

City staff and technical consultants will review all proposals submitted that meet the NOFA requirements. Proposals will be evaluated based on the Applicant and Project Selection Criteria and NOFA identified priorities. Scoring serves as a basis to compare applications but ultimately the decision to award funds is based on the City Council's approval. Successful respondents to this NOFA will be placed on the City's CDBG Affordable Rental Housing project list, subject to approval of funding by the City of Roseville City Council.

APPLICANT AND PROJECT SELECTION CRITERIA – 100 POINTS TOTAL

Applicants who submit proposals that meet the requirements of this NOFA will be evaluated according to the criteria below:

1. **Applicant qualifications, experience, and management of affordable rental housing – 30 points:**
   a. Qualifications of the Applicant and development team.
   b. Experience completing affordable rental housing projects of similar size and complexity as the proposed project.
   c. Applicants' track record of successfully developing similar projects on time and within budget.
   d. Positive track record for collaborative negotiations with public agencies (as demonstrated by references).
   e. Track record of positive cash flow and compliance with regulatory agreements, property reserves and property management standards for existing projects.

2. **Applicant Financial Capability and Economic Feasibility of Project: – 30 points**
   a. Source and amount of equity contributions and other sources of funding.
   b. Degree of leveraging of City Affordable Housing funds.
   c. Per unit subsidy of City Affordable Housing funding requested and overall, per unit cost to construct.

3. **Public Benefit and Response to City's Housing Priorities – 30 points**
   a. Project has housing units affordable to Extremely Low (highly desirable), Very-Low and Low-income households.
   b. Project has housing units that address households with special needs (e.g., homeless, seniors, and/or special needs) and has appropriate level of services for the target population and identifies funding to provide for such services.
   c. Applicant has proven success at gaining community support for affordable housing projects and remaining sensitive to community and neighborhood concerns throughout operations.
   d. Project results in units that can be counted towards the production totals of the City, pursuant to definitions in California law and adopted by the Sacramento

Area Council of Governments (SACOG) Regional Housing Needs Assessment (RHNA).

e. Project incorporates Universal Design principles into some or all affordable units.

4. Site Appropriateness – 10 points:

a. Project site is within ½ mile of a transit station or a transit corridor

b. Project site has easy access to relevant local services and amenities, such as parks, medical services, fresh foods, schools, etc.

c. Proposed project is consistent with the proposed site's General Plan land use designation and zoning. In cases where the land use designation and/or zoning would require an amendment, applicant can demonstrate that the proposed project warrants an amendment to land use and zoning designations and is compatible with surrounding land uses.

The site's appropriateness should be described in detail in a prepared narrative. It should be noted that projects are not required to meet every criterion listed.

5. Tie Breaker

Preference will be given to applications that best align with the City's strategic priorities, including projects proposed in one of the Commercial Corridors and projects that serve households exiting homelessness.

NO OBLIGATION

The City reserves the right to modify this NOFA package at any time prior to the proposal due date, or to extend the proposal due date, or to cancel this NOFA package at any time. The City further reserves the right to reject any and all proposals for any reason or to accept any qualifying proposal received which the City, in its sole unrestricted discretion deemed most advantageous to itself. The lowest or any proposal may not necessarily be accepted. The respondent acknowledges the City's rights and this clause and absolutely waives any right of action against the City for the City's failure to accept its proposal whether such right of action arises in contract, negligence, bad faith, or any other cause of action. The acceptance of any proposal is subject to funds being legally available to complete this transaction and/or approval by the City Council or the officer or employee of the City having authority to accept the proposal.

The City of Roseville is not responsible for any loss, damage or expense incurred by a respondent as a result of any inaccuracy or incompleteness in the NOFA, or as a result of any misunderstanding or misinterpretation of the terms of this NOFA on the part of the Applicant. Further, the City of Roseville is not liable for any costs incurred in the preparation of the proposal submittals.

Exceptions Certification

In submitting a proposal in response to this NOFA, Applicant is certifying that it takes no exceptions to this NOFA. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. Failure to include any exceptions to the NOFA shall be deemed an acceptance of all terms therein by Applicant and Applicant shall not have any further opportunity to request revisions to the same following submission of its proposal.

Cancellation of NOFA

City reserves the right to cancel this NOFA at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this NOFA.

No Commitment to Award

Issuance of this NOFA and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the NOFA process for its own convenience, to accept or reject any or all proposals received in response to this NOFA, to negotiate with more than one Applicant concurrently, or to cancel all or any part of this NOFA.

Right to Negotiate and/or Reject Proposals

City reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of City, such action shall serve its best interests and those of the tax- paying public.

Attachments:

Attachment A: Sample Loan Documents – Draft Regulatory Agreement
Attachment B: Required Proposer's Certification
Attachment C: Commercial Corridors Maps

Attachment A
Sample Loan Documents – Draft Regulatory Agreement

SAMPLE

AFFORDABLE HOUSING REGULATORY AGREEMENT

(Project: _____, Roseville)

This Affordable Housing Regulatory Agreement ("Regulatory Agreement") is made this ____ day of_____, 2025 ("Effective Date"), by and between the City of Roseville, a municipal corporation ("CITY"), and _____, a _____ ("DEVELOPER").

RECITALS

A. WHEREAS, DEVELOPER proposes to purchase real property located at _____ in Roseville, California as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. WHEREAS, DEVELOPER specifically proposes to develop a _____ unit multi-family apartment project on the Property,_____(____) of which shall be rented at rents that are affordable to_____(____% of Area Median Income (AMI)), and _____ (___% AMI) income households (collectively, the "Regulated Units"), with up to one manager's unit.

C. WHEREAS, the Project is intended to serve as a community resource by providing decent, safe, and sanitary housing for households which would otherwise be unable to afford such housing.

D. WHEREAS, the CITY has agreed to provide DEVELOPER with financial assistance in the form of a loan in the combined principal amount of _____dollars ($_____) to assist DEVELOPER in the construction and permanent financing of the Project (the "Loan").

E. Reserved.

F. DEVELOPER is simultaneously: (1) executing one Loan Agreement, one Promissory Note and one Deed of Trust evidencing and regulating certain aspects the Loan; (2) recording the Deed of Trust to secure the Loan; and (3) as further consideration for the Loan, and to further the public interests of the CITY in seeing the Project maintained as affordable housing, DEVELOPER is executing and recording this Regulatory Agreement. The Loan Agreement, the Promissory Note, the Deed of Trust and this Regulatory Agreement are collectively referred to herein as the "Loan Documents."

G. The Loan is being made to DEVELOPER at an interest rate below the market rate in order to help achieve financial stability for the Project and to increase the supply of affordable rental housing in the CITY. In consideration for the Loan, DEVELOPER has agreed to observe all the terms and conditions set forth below.

SAMPLE

NOW, THEREFORE, DEVELOPER and the CITY hereby agree as follows:

DEFINITIONS

The following terms have the meanings set forth herein wherever used in this Regulatory Agreement or attached exhibits. Capitalized terms not defined in this Regulatory Agreement shall have the same meaning as defined in the DDA.

1. **"CITY"** means the City of Roseville, a municipal corporation.

2. **"AREA MEDIAN INCOME"** (referred to herein as "AMI") means the median income for the Metropolitan Statistical Area which includes the City of Roseville ("MSA"), with adjustments for household size, as determined from time to time by the U.S. Department of Housing and Urban Development ("HUD") pursuant to Section 8(f)(3) of the United States Housing Act of 1937 as amended, or such other method of median income calculation applicable to the City of Roseville that HUD may hereafter adopt in connection with said Act. If HUD should cease making such determination, the CITY may designate another method of calculation of area median income used by any federal or state agency and applicable to the City of Roseville.

3. Intentionally deleted.

4. **"DEED OF TRUST"** means the Deed of Trust executed contemporaneously with this Regulatory Agreement and recorded against the Property as security for the Loan and other obligations by DEVELOPER, as trustor and the CITY as beneficiary, as well as any amendments to, modifications of, and restatements of said Deed of Trust.

5. **"DEVELOPER"** means _____, together with its permitted successors and assigns.

6. **"LOAN"** means the loan of funds provided by the CITY to DEVELOPER for the Project.

7. **"LOAN DOCUMENTS"** means, collectively, the Promissory Notes, the Deeds of Trust and this Regulatory Agreement for the Project, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

8. **"NOTES"** mean the promissory notes executed contemporaneously with this Regulatory Agreement by DEVELOPER in favor of the CITY evidencing the Loans, which are secured by the Deeds of Trust, as well as any amendments to, modifications of, or restatements of said promissory note(s). The Notes are on file with the City of Roseville.

9. **"PROJECT"** means the development, construction and operation of a no fewer than____unit residential, multi-family rental apartment project on the Property to be rented at rents that are affordable to _____ income households, up to one (1) unregulated manager's unit and any additional improvements, landscaping, roads, and parking spaces existing thereon, as the same may from time to time exist.

10. **"PROPERTY"** means the real property located at _____, Roseville, California, 95____ identified and described in **Exhibit A**, attached hereto and incorporated into this Regulatory Agreement by this reference, and any buildings or improvements now or hereafter situated on such real property.

SAMPLE

11. **"QUALIFYING HOUSEHOLD"** means a household in which household income does not exceed the percentage of Area Median Income prescribed for the applicable housing unit by the terms of this Regulatory Agreement.

12. **"QUALIFYING RENT"** means the maximum monthly rent allowed under **Exhibit B** "adjusted for family size appropriate to the unit" (as such term is defined by California Health and Safety Code Sections 50052.5 and 50053) including a reasonable allowance for tenant-paid utilities (also known as Utility Allowance). During the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, Qualifying Rent may be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42, for initial and ongoing occupancy of tenants.

13. **"REGULATED UNITS"** means_____( ) rental dwelling units of the _____ (_) rental dwelling units on the Property constructed for the Project that shall be rented at rents that are affordable to _____ income households and having the following composition:_____(__)_____(1) bedroom units,_____(_) two (2) bedroom units, and (__)_____(_) bedroom units.

DEVELOPER'S OBLIGATIONS

14. **COMPLIANCE WITH LOAN DOCUMENTS.** DEVELOPER's actions with respect to the Property and the use of Loan funds shall at all times be in full conformity with the requirements of the Loan Documents.

15. **TERM OF AGREEMENT.** This Regulatory Agreement shall commence upon the Effective Date and shall remain in full force for the longest feasible time but at least a period of fifty-five (55) years from the date of recordation of the Certificate of Completion. The obligations in this Regulatory Agreement shall remain effective and fully binding on DEVELOPER in perpetuity regardless of any expiration of the term of any loan, any payment, or prepayment of any loan, any assignment of a note, any reconveyance of a deed of trust, or any sale, assignment, transfer, or conveyance of the Property (other than certain transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer), unless terminated earlier by the CITY in a recorded writing.

PROJECT OCCUPANCY AND RENTS

16. **OCCUPANCY OF PROJECT.** DEVELOPER shall limit, for the full term of this Regulatory Agreement identified in paragraph 15, above, the rental of Regulated Units to Qualifying Households according to the schedule contained in **Exhibit B** herein, which is hereby incorporated by reference into this Regulatory Agreement. The income levels and other qualifications of applicants shall be certified prior to initial occupancy in conformance with the Final Management Plan identified in paragraph 25, below, and the City of Roseville's rules governing income certification, as these rules may be amended from time to time by California law or as required in order to comply with California law. Specifically, DEVELOPER covenants and agrees that for the full term of this Regulatory Agreement it shall reserve for occupancy: (i) _ _ (__) one-bedroom, _ (__) two-bedroom, and __ (__) three-bedroom Regulated Units for households whose income does not exceed thirty percent (__%) of AMI; and (iv) (_) two-bedroom, and_ (__) three-bedroom Regulated Units for households whose income does not exceed sixty percent (__%) of AMI. The remaining one (1) unregulated unit shall be a two bedroom unit reserved for use by on-site Project management staff.

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Preference shall be given to prospective tenants who are elderly, disabled, veterans (persons who served in the active military, naval, or air service and who were discharged or released from such service under conditions other than dishonorable), and persons who are residents and/or who are employed within the City of Roseville at the time of rental application.

The Project shall be owned, managed and operated as a single, multi-family residential rental project, which may be comprised of several buildings and structures, each consisting of more than one residential dwelling unit, together with facilities functionally related and subordinate thereto, in accordance with the applicable provisions of the Internal Revenue Code and applicable California law, as the same may be amended from time to time. All of the residential dwelling units in the Project will be similarly constructed and shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family, including sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink. None of the residential dwelling units shall be utilized, at any time, on a transient basis. Neither the Project, nor any portion thereof, shall ever be used as a hotel, motel, hostel, vacation rental, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park, or court. DEVELOPER shall further ensure that reasonable support services for the residents of this Project are provided, such as, but not limited to, life skills training, social and recreational programs, educational, health and nutritional programs, and computer training.

17. **PROJECT RENTS.** Rents for Regulated Units shall be limited to Qualifying Rents as set forth in **Exhibit B** as the same may be revised from time to time in accordance with this Regulatory Agreement and applicable federal or state laws and regulations. Rent shall be no greater than considered "affordable rent" for the applicable household pursuant to Sections 50052.5 and 50053 of the California Health and Safety Code, as amended, or any successor statute thereto, including the use of a CITY-approved utility allowance. Nothing in this Regulatory Agreement shall prevent DEVELOPER from charging lower rents.

18. **SECURITY DEPOSITS.** Any security deposits collected by DEVELOPER or DEVELOPER's agent shall be kept separate and apart from all other funds in a trust account with a depository insured by the Federal Deposit Insurance Corporation or other comparable federal deposit insurance program and shall be held and disbursed in accordance with California law. The balance in the trust account shall at all times equal or exceed the aggregate of all outstanding obligations, plus accrued interest thereon.

19. **RENTAL INCREASES FOR EXISTING TENANTS ON THE PROPERTY.** Irrespective of when income limits are published under applicable tax credit law, rents for Regulated Units may be adjusted no more frequently than: (a) after the initial twelve (12) months following the date of initial occupancy or (b) every twelve (12) months following the last permissible date of recorded rental adjustment. Additionally, in no event shall the amount of annual rent increase result in a total rent amount that is in excess of that allowed by the Tax Credit Law. Rents for Regulated Units may be adjusted annually to coincide with the increases in the Annual Adjustment Factors ("AAFs") as published by the United States Department of Housing and Urban Development ("HUD") for the West Region.

In the event that HUD terminates publication of the AAFs, rents shall be adjusted annually to coincide with the State Department of Housing and Community Development ("HCD") State Income Limits, using the limits established for Placer County, adjusted for household size, unit type and affordability. If DEVELOPER does not agree with the adjustment factors provided herein, DEVELOPER may, within fifteen (15) calendar days of notification by the CITY's Economic Development Director or successor ("the EDD") of that year's adjustment, present to the EDD information on which it wishes to base its annual rent adjustment. The EDD

will review this information and decide on which adjustment factor DEVELOPER shall base its annual rent increase. The decision of the EDD shall be final.

20. **CONDOMINIUM CONVERSION PROHIBITED.** DEVELOPER shall not convert Project units, including Regulated Units and/or any unregulated units, to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Project units, during the term of this Regulatory Agreement.

21. NONDISCRIMINATION.

A. DEVELOPER herein covenants by and for itself, its subcontractors, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, nor denial of the benefits of this Regulatory Agreement to, any person or group of persons, on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), genetic information, military or veteran status, familial status, source of income, or political affiliation or belief, nor any unlawful discrimination against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, genetic information, military or veteran status, familial status, source of income, or political affiliation or belief. DEVELOPER shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, DEVELOPER shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, Section 10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Regulatory Agreement subcontracts to DEVELOPER services or works required of the CITY by the State of California pursuant to agreement between the CITY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a) through (f), set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are expressly incorporated into this Regulatory Agreement by reference and made a part hereof as if set forth in full, and DEVELOPER and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

B. The provisions of paragraph (A) shall further apply to the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Project, and DEVELOPER and any person claiming under or through the DEVELOPER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the Project.

C. DEVELOPER shall include the provisions contained in this section in all contracts and subcontracts related to the Project.

D. The requirements in this section shall survive the repayment of the Loan,

and the reconveyance of the Deeds of Trust.

22. **MANAGEMENT RESPONSIBILITIES.** DEVELOPER is specifically responsible, subject to its obligations herein, for all management functions with respect to the Property, including, without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The CITY shall have no responsibility over management of the Property. A resident manager or an alternative designated contact shall be required to reside on-site.

23. INTENTIONALLY DELETED.

24. DRAFT AND FINAL MANAGEMENT PLANS.

A. **DRAFT MANAGEMENT PLAN.** DEVELOPER shall prepare and submit to the CITY a Draft Management Plan for the CITY's review and approval. The Draft Management Plan shall be submitted to the CITY at least one hundred eighty (180) calendar days prior to the anticipated date for completion of construction of the Project. The Draft Management Plan shall contain, but is not limited to, specific statement as to (1) the identity, experience and duties of all employees of the Management Agency who intend to manage the Project; (2) marketing policies and strategies; (3) tenancy occupancy rules and regulations; (4) rental procedures and tenant income limitation; (5) eviction procedures; (6) operating policies and guidelines; (7) reserve account policies; (8) maintenance and capital improvement policies; (9) shall provide as an exhibit thereto a sample form of lease agreement; and (10) any provisions required by the DDA. Upon transfer of OWNER/ DEVELOPER's interest in the Project, the party to whom the Project is transferred shall, as a condition of such transfer, provide the CITY with a copy of such party's Management Plan for the Project, which plan shall provide statements as called for herein.

B. **CITY REVIEW OF DRAFT MANAGEMENT PLAN.** Upon submittal of the Draft Management Plan by DEVELOPER to the CITY, the CITY shall review the Draft Management Plan and provide written comments to DEVELOPER within ninety (90) calendar days or as soon thereafter as is practicable.

C. **FINAL MANAGEMENT PLAN.** Prior to issuance of any Certificate of Occupancy for the Project, DEVELOPER shall submit a Final Management Plan to the CITY for its review and final approval no later than thirty (30) calendar days prior to the anticipated date for completion of construction of the Project.

Notwithstanding the foregoing, the CITY shall have the right to review and approve any proposed amendments to DEVELOPER's contract with its management firm, or any new management contracts, during the term of this Regulatory Agreement; provided, however, that the CITY's approval shall not be required for a renewal of the initial management contract.

25. **MANAGEMENT AGENCY.** The Project shall at all times be managed by an experienced Management Agency reasonably acceptable to the CITY, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe and sanitary housing. The City shall have the right to require a change in the Management Agency or the on-site manager for reasonable cause at any time during the term of this Regulatory Agreement, subject to the prior written consent of any senior lenders and the tax credit investor. During the monitoring as described in paragraph 31, the CITY will assess the Management Agency's ability to operate the Project in a decent, safe and sanitary manner. Calls for police

and fire services at a significantly greater number or with a significantly greater frequency of serious calls and frequent fair housing complaints by tenants or applicants may be among criteria considered by the CITY in determining whether any management change shall be required.

DEVELOPER shall submit for the CITY's approval the identity of any proposed Management Agency. DEVELOPER shall also submit such additional information about the background, experience, and financial condition of any proposed Management Agency as is reasonably necessary for the CITY to determine whether the proposed Management Agency meets the standards for a qualified Management Agency set forth above.

If the proposed Management Agency meets the standards for a qualified Management Agency set forth above, the CITY shall approve the proposed Management Agency by notifying OWNER/DEVELPER in writing. Unless the proposed Management Agency is disapproved by the CITY within thirty (30) calendar days of said submission of identity and qualifications of proposed Management Agency, which disapproval shall state reasonable specificity the basis for disapproval, it shall be deemed approved. The CITY hereby approves of the use of _____, a_____, engaged in the provision of multi-family residential and commercial property management services, as the designated initial Management Agency for the Project.

26. **DISMISSAL OF MANAGEMENT AGENCY.** Within fifteen (15) calendar days from DEVELOPER's receipt of any recommendation by CITY staff to dismiss the Management Agency, DEVELOPER shall either dismiss the Management Agency or request a meeting with CITY staff representatives to discuss further. If an agreement cannot be reached with CITY staff representatives, DEVELOPER may request a public meeting to discuss the CITY recommendation. If, after conducting a requested public meeting, the CITY Council supports said recommendation of CITY staff, DEVELOPER shall promptly dismiss the Management Agency and shall appoint as the new Management Agency a person or entity which meets the standards for Management Agency and is approved by the CITY as set forth in paragraph 26.

27. **MAINTENANCE AND SECURITY.** DEVELOPER shall at its own cost and expense maintain the Property in good condition, in good repair, and in decent, safe, sanitary, habitable, and tenantable living condition for the benefit of Project occupants. DEVELOPER shall not commit or permit any waste on or to the Property, and shall prevent and/or rectify any physical deterioration of the Property. DEVELOPER shall provide adequate security equipment for the safety of Project occupants and to minimize the need for public safety calls. DEVELOPER shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations and the Management Plan; but DEVELOPER's maintenance obligations shall not be limited only to the standards contained in these laws or the Management Plan.

In the event the DEVELOPER fails to maintain the Property in accordance with the foregoing standards, and after at least seven (7) calendar days' prior written notice to DEVELOPER and the Senior Lenders, the CITY or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in the CITY's reasonable discretion (with the prior written consent of the Senior Lenders), and provide for payment thereof. Any amount advanced by the CITY to make such repairs, together with interest thereon from the date of such advance at the same rate of interest as specified in the Notes for the Project (unless payment of such an interest rate would be contrary to applicable law, in which case interest shall accrue at the highest rate then allowed by

applicable law), shall become an additional obligation of DEVELOPER to the CITY, and shall be secured by the Deeds of Trust.

28. **UNIT VACANCIES.** DEVELOPER shall use its best efforts to fill vacancies in Regulated Units as quickly as possible.

29. **INSPECTIONS AND RECORDS.** DEVELOPER shall maintain complete, accurate and current records which clearly document DEVELOPER's performance of its obligations to operate the Property and the Project under the terms of this Regulatory Agreement. DEVELOPER shall submit any records reasonably requested by the CITY in connection with the Project to the CITY within ten (10) business days of the CITY's request. DEVELOPER shall also permit the CITY or its duly authorized representatives to enter and inspect the Property and the Project for compliance with obligations under this Regulatory Agreement upon seventy-two (72) hours advance notice of such visit by the CITY to DEVELOPER or DEVELOPER's Management Agency and to tenants of any inspected Project units, subject to the provisions of the leases regarding inspection and entry rights, which provisions must otherwise be consistent with state law.

All tenant lists, applications and waiting lists relating to the Regulated Units shall at all times be kept separate and identifiable from any other business of the DEVELOPER and shall be maintained as required by the CITY, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the CITY. DEVELOPER shall retain copies of all materials obtained or produced with respect to occupancy of the Regulated Units for a period of at least five (5) years.

The CITY shall also have the right to perform on-site inspections of the Project, including the Regulated Units, as is reasonably required to ensure compliance with the Loan Documents, but in any case at least once per year. DEVELOPER agrees to cooperate in such inspection(s). If the CITY desires to inspect the interior of the Regulated Units, the CITY shall give DEVELOPER sufficient notice to allow DEVELOPER to give seventy-two (72) hours' notice to tenants.

30. **ANNUAL REPORTS.** DEVELOPER shall provide any information reasonably requested by the CITY in connection with the Project. In particular, DEVELOPER shall provide the CITY with annual reports required by the Regulatory Agreement, including but not limited to reports regarding the Project's rent and occupancy levels, as well as the annual operating budget. Without limitation, DEVELOPER shall provide the CITY no later than the ninetieth (90^{th}) day after the close of each calendar year following the date of this Regulatory Agreement, hardcopies and PDF copies of the following documents:

A. Insurance certificates detailing all coverage required under the Deeds of Trust.

B. Evidence of payment of property taxes or property tax exemption for the Project, as applicable.

C. Audited financial statements for the Project and DEVELOPER.

D. An occupancy report including: (i) the verified income of each tenant or household; (ii) the number and demographic information of tenants in each household; (iii) the

current rents charged each tenant or household and whether these rents include utilities; (iv) the date tenancy commenced for each Unit; and (v) any additional information required by California Health and Safety Code Section 33418.

E. Certifications of eligibility for all tenants of Regulated Units at the time of initial occupancy and upon the yearly anniversary of their continuing tenancies. Such certification shall include verified income statements on a form provided by the CITY. DEVELOPER shall retain in the tenant's file all verifications of tenant's income (tax returns, W-2 forms, paycheck stubs, etc.).

Within fifteen (15) calendar days after receipt of a written request, DEVELOPER shall provide any other information or completed forms requested by the CITY to ensure compliance with the Loan Documents or this Regulatory Agreement.

If similar reports on some or all of the Regulated Units are required for regulatory compliance with other financing programs, those reports may be deemed satisfactory for the purpose of this section by the CITY, with respect to the portion of the requirements of this section covered by such reports, provided that copies are provided on an annual basis to the CITY with an owner certification addressed to the CITY certifying that the DEVELOPER has complied with this Regulatory Agreement.

31. **MONITORING/NON-COMPLIANCE/CURE.** DEVELOPER's compliance with the provisions of this Regulatory Agreement shall be reviewed at least annually, and at such other times as the CITY may require, upon thirty (30) calendar days prior written notice from the CITY. During any such review, DEVELOPER shall bear the burden of proof to demonstrate good faith compliance with the terms of this Regulatory Agreement. If, as a result of such review, the CITY finds and determines that DEVELOPER has not complied in good faith with the terms and conditions of this Regulatory Agreement, the CITY shall give written notice to DEVELOPER of its findings and of the exact nature of DEVELOPER's non-compliance. DEVELOPER shall be given a period of sixty (60) calendar days after delivery of any such notice in which to cure, to the reasonable satisfaction of the CITY, any non-compliance; provided that, if the non-compliance cannot be cured within sixty (60) calendar days, DEVELOPER shall not be in breach so long as DEVELOPER is diligently undertaking to cure such non-compliance. In the event the CITY fails to give DEVELOPER notice of any non-compliance at or before the annual review, DEVELOPER shall not be held responsible for any failure to comply with the terms and conditions of this Regulatory Agreement during the year covered by the annual review.

32. **CITY REMEDIES FOR BREACH.** If DEVELOPER is unable or otherwise fails to cure any non-compliance within sixty (60) calendar days (or longer as provided herein) after the CITY delivers notice of non-compliance pursuant to paragraph 32, the CITY may, in addition to any other remedy provided by law or equity, modify or terminate this Regulatory Agreement, revoke the Project approval, or take any other action available to it under this Regulatory Agreement.

In particular, and without limitation by reason of enumeration, DEVELOPER acknowledges and agrees that failure to cure any non-compliance under this Regulatory Agreement, whether by DEVELOPER or any successor, shall, at the option of the CITY, constitute a breach and default under this Regulatory Agreement as to all other property within the Project. In addition, and without limitation by reason of enumeration, OWNER/DEVLOPER

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acknowledges and agrees that the CITY shall have the right to withhold issuance of all building permits within the Project until such breach is cured.

Any partners of DEVELOPER shall have the right to cure any default. The CITY agrees that any cure of a default by any partners of DEVELOPER shall be deemed to be a cure by DEVELOPER, and shall be accepted or rejected on the same basis as if made or tendered by DEVELOPER.

In the event of any breach/default or violation of any agreement, obligation, or warranty under this Regulatory Agreement, the CITY shall give written notice to DEVELOPER, with copies to the Senior Lenders, specifying: (a) the nature of the breach or violation; (b) the action required to cure the breach or violation; and (c) a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such action to cure must be taken. If DEVELOPER fails to cure the breach or violation within the timeframe specified in the notice, the CITY additionally has the right, at its sole election, to:

A. Declare a default under the Notes, accelerate the indebtedness evidenced by the Notes, and with respect to the Loan, proceed with foreclosure under the Deeds of Trust;

B. Bring an action for equitable relief seeking the specific performance by DEVELOPER of the terms and conditions of this Regulatory Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

C. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property and the Project, and continue in possession until such time as the CITY in its sole judgment determines that DEVELOPER is in a position to operate the Property and the Project in compliance with this Regulatory Agreement;

D. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof;

E. Declare an event of default under the Loan Documents and pursue the remedies described therein; and/or

F. Pursue any other remedy allowed at law or in equity.

The CITY's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance and damages. The exercise or beginning of exercise by the CITY of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by the CITY of any or all other rights or remedies provided for in this Regulatory Agreement or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

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33. **FEES, TAXES, AND OTHER LEVIES.** DEVELOPER shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property and the Project, and shall pay such charges prior to delinquency in order to prevent any penalty from accruing or any lien or charge from attaching to the Property or the Project. However, DEVELOPER shall not be required to pay any such charge so long as (a) the legality thereof is being contested in good faith and by appropriate proceedings; and (b) DEVELOPER maintains reserves adequate to pay any contested liabilities. In the event DEVELOPER exercises its right to contest any tax, assessment, or charge against it, DEVELOPER, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

34. **INSURANCE COVERAGE.** DEVELOPER shall cause to have in full force and effect during the term of this Regulatory Agreement continuous insurance coverage as required by the DDA.

35. **PROPERTY DAMAGE OR DESTRUCTION.** Subject to the requirements of Senior Lenders, and if economically feasible in the CITY's reasonable judgment after consultation with the DEVELOPER, if any improvement now or in the future on the Property is damaged or destroyed, then the DEVELOPER shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications for the Development. Such work or repair shall be commenced no later than the later of one hundred twenty (120) calendar days, or such longer period approved by the CITY in writing, after the damage or loss occurs or thirty (30) calendar days following receipt of the insurance proceeds, and shall be complete within one year thereafter. Any insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, then the DEVELOPER shall make up the deficiency. If the DEVELOPER does not make repairs, then any insurance proceeds collected for such damage or destruction shall be promptly delivered to the CITY as a special repayment of the Loan, subject to the rights of the Senior Lenders, if any.

GENERAL PROVISIONS

36. **SUBORDINATION.** Except as expressly set forth herein or in the DDA, this Regulatory Agreement shall not be subordinated in priority to any other interest in the Property that was not recorded on or prior to the date of recordation of this Regulatory Agreement, unless the CITY expressly consents, in writing, to the subordination or junior priority of this Regulatory Agreement. Such consent, if any, shall be within the CITY's sole discretion, and may only be permitted, if at all, for purposes that conform with the circumstances authorized by California Health and Safety Code Section 33334.14(a), and to the extent the proposed subordination does not jeopardize the CITY's security interest in the property and is otherwise consistent and compliant with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project and any Loan.

37. **TRANSFER AND ENCUMBRANCE OF PROPERTY.** During the term of this Regulatory Agreement, DEVELOPER shall not, except as permitted by the DDA, make or permit any sale, agreement to sell, assignment, conveyance, lease (other than the rental of Project units to eligible residential tenant occupants), or transfer of the Property or any part thereof, including the sale of any general or limited partnership interests, the removal of any

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general partner, or any substantial change in operational or management control over the Property (collectively referred to as "Transfers"), without the prior written consent of the CITY. The limitations on DEVELOPER's right of assignment or other transfer contained in this paragraph 38 shall not apply to any foreclosure, deed in lieu of foreclosure, or other remedial action lawfully taken by any Senior Lender holding a security interest in the Property with priority over the CITY's interests; nor shall they apply to: (i) the transfer of limited partner interests in DEVELOPER, (ii) the removal of a general partner or a limited partner pursuant to the terms and conditions of DEVELOPER's organizational document; and/or (iii) transfers to a tax-exempt entity under the direct control of or under common control with DEVELOPER.

The CITY shall give its consent to a Transfer provided that it determines all of the following conditions are met: (a) DEVELOPER is in compliance with this Regulatory Agreement and the Loan Documents, or the Transfer will cure existing violations of this Regulatory Agreement or the Loan Documents; (b) the transferee agrees to assume all obligations of DEVELOPER imposed by this Regulatory Agreement and the Loan Documents; (c) the transferee demonstrates to the CITY's satisfaction that it is capable of owning and/or operating the Property and the Project in full compliance with this Regulatory Agreement and the Loan Documents; (d) the terms of the Transfer shall not jeopardize the CITY's security interest in the Property and is otherwise in full compliance with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project and any Loan; and (e) the Transfer has been approved by the CITY's governing body, if such approval is required.

During the term of this Regulatory Agreement, DEVELOPER shall not, except as may be contemplated by the DDA, engage in any financing or other transaction creating any mortgage or other encumbrance or lien upon the Property and/or the Project (except for any financing provided by the CITY), without the prior written consent of the CITY, which consent may be withheld in the CITY's sole discretion. The CITY may give its consent to such financing if and only to the extent necessary to maintain or improve the affordability or condition of the Property and/or the Project.

38. **NONLIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS.** No member, official, officer, director, employee, agent, or independent contractor of the CITY shall be personally liable to DEVELOPER or third party beneficiaries for any obligation created under the terms of this Regulatory Agreement.

39. **INDEMNITY AND WAIVER.** Notwithstanding the insurance coverage required herein and to the fullest extent allowed by law, DEVELOPER shall defend, indemnify and save and hold the CITY, its members, officials, officers, directors, employees, agents, and independent contractors (collectively "Indemnitees"), harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorneys' fees) which Indemnitees may incur as a result of (1) DEVELOPER's failure to perform any obligations as and when required by this Regulatory Agreement; (2) any failure of DEVELOPER's representations or warranties to be true and complete in any material respect; or (3) any act or omission by DEVELOPER or any contractor, subcontractor, management agent, or supplier with respect to the Project or the Property, except to the extent that such losses are caused solely by the negligence or willful misconduct of Indemnitees. The duty of the DEVELOPER to indemnify includes the duty to defend Indemnitees in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. DEVELOPER's duty to defend and indemnify Indemnitees shall survive

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the term of this Regulatory Agreement, the reconveyance of the Deeds of Trust, and any release of part or all of the Property from the burdens of this Regulatory Agreement. The parties intend that this provision shall be broadly construed.

DEVELOPER hereby waives any claims, suits, or actions against the CITY on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 *et seq.* ("CHRHA"). Furthermore, the parties hereby acknowledge and agree that, without limitation, the Loan and any Project entitlements, permits, or approvals have conferred upon the DEVELOPER and/or the Project either a direct financial contribution or other form of assistance pursuant to Section 1954.52(b) of the CHRHA.

40. **GOVERNING LAW AND VENUE.** This Regulatory Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law. Any action arising out of this Regulatory Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

41. **CONFLICTS.** In the event of any conflict among the Loan Documents, the most restrictive requirements shall apply. In addition, the Project may be subject to the terms of other governmental subsidy programs. This Regulatory Agreement and the agreements entered into by DEVELOPER pursuant to these subsidy programs independently regulate the Regulated Units in the Project. If any provision of another regulatory agreement is found in conflict or in contradiction with the terms of this Regulatory Agreement in relation to the Regulated Units, the most restrictive requirement, providing the greatest affordability to the most tenants for the longest term, shall apply to those Regulated Units, except as otherwise specified.

42. **ATTORNEYS' FEES AND COSTS.** In the event that a legal or administrative action is brought to interpret or enforce the terms of this Regulatory Agreement, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees.

43. **TIME.** Time is of the essence in this Regulatory Agreement.

44. **CONSENTS AND APPROVALS.** Except as otherwise expressly provided in this Regulatory Agreement, any consent or approval required under the Regulatory Agreement shall not be unreasonably withheld or delayed.

45. **NOTICES, DEMANDS, AND COMMUNICATIONS.** Formal notices, demands, and communications between DEVELOPER and the CITY shall be given by registered or certified mail, return receipt requested, postage prepaid or delivered personally, to DEVELOPER and the CITY as follows, or at such other address as a party may designate by written notice to the other party:

CITY OF ROSEVILLE	DEVELOPER
Economic Development Director	_____
City of Roseville	_____
311 Vernon Street	_____

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Roseville, CA 95678

with a copy to:

46. **BINDING UPON SUCCESSORS.** All provisions of this Regulatory Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of DEVELOPER and the CITY, and shall run with the land for the full term of this Regulatory Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the Loan or Notes, any reconveyance of the Deeds of Trust, or any conveyance or transfer of the Property. Any successor in interest to DEVELOPER and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on DEVELOPER under this Regulatory Agreement for the full term of this Regulatory Agreement. The term "DEVELOPER" as used in this Regulatory Agreement shall include all such assigns, successors-in-interest, and transferees.

47. **RELATIONSHIP OF PARTIES.** The relationship of DEVELOPER and the CITY for this Project during the term of this Regulatory Agreement shall not be construed as a joint venture, equity venture, or partnership. The CITY neither undertakes nor assumes any responsibility or duty to DEVELOPER or to any third party with respect to the operation of the Property or the actions of DEVELOPER. Except as the CITY may specify in writing, DEVELOPER shall have no authority to act as an agent of the CITY or to bind the CITY to any obligation.

48. **WAIVER.** Any waiver by the CITY of any obligation in this Regulatory Agreement must be in writing. No waiver shall be implied from any delay or failure by the CITY to take action on any breach or default of DEVELOPER or to pursue any remedy allowed under this Regulatory Agreement or applicable law. Any extension of time granted to DEVELOPER to perform any obligation under this Regulatory Agreement shall not operate as a waiver or release from any of its obligations under this Regulatory Agreement. Consent by the CITY to any act or omission by DEVELOPER shall not be construed as the consent to any other or subsequent act or omission or to waive the requirement for the CITY's written consent to future waivers.

49. **OTHER AGREEMENTS.** DEVELOPER represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this Regulatory Agreement. DEVELOPER shall not enter into any agreements that are inconsistent with the terms of this Regulatory Agreement without an express written waiver by the CITY.

50. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Regulatory Agreement must be in writing, and shall be effective only if executed by both DEVELOPER and the CITY, following receipt of all required approvals, and only with the consent of the Senior Lenders.

51. **SEVERABILITY.** Every provision of this Regulatory Agreement is intended to be severable. If any provision of this Regulatory Agreement is held invalid, illegal, or

SAMPLE

unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SPECIAL PROVISIONS

52. **ADMINISTRATIVE FEE.** In the event of DEVELOPER's breach or violation of any agreement, obligation or warranty under the Regulatory Agreement that is uncured within the cure periods provided herein, or in the event the Property is transferred in violation of paragraph 38 of this Regulatory Agreement, DEVELOPER shall pay annually, not later than April 15 of each year, a $10,000 fee ("Administrative Fee"). The CITY shall provide the DEVELOPER with notice and the right to cure, as set forth in above paragraph 32, any event which the CITY believes give rise to an obligation to pay the Administrative Fee. Such fee shall remain in effect during any period of breach or violation. The payment of such Administrative Fee shall be in addition to, and not to the exclusion of, the CITY's other remedies contemplated in paragraph 33 of this Regulatory Agreement; provided however that this provision shall be subject to the nonrecourse provisions set forth in the Notes.

53. **REFINANCING/RESYNDICATION REVIEW FEE.** In the event that the Property and/or the Project is a tax credit project and is refinanced or resyndicated during the term of this Regulatory Agreement, DEVELOPER shall provide the CITY a prepayment in amount to be determined by the CITY, upon request by DEVELOPER, for CITY's staff actual and documented costs in reviewing any refinancing or resyndication documentation submitted to the CITY for the CITY's review and approval. Such prepayment shall be submitted by DEVELOPER prior to the CITY commencing any review and shall not exceed five thousand dollars ($5,000.00). DEVELOPER shall not be entitled to receive a refund of any such fee in the event that DEVELOPER fails to complete such refinancing or resyndication.

54. **TENANT MONITORING FEE.** Commencing one (1) year after the date of the final Certificate of Occupancy for the Project and annually thereafter, DEVELOPER shall pay to the CITY, not later than March 31 of each year, a tenant monitoring fee equal to FORTY DOLLARS ($40) for each occupied, rent restricted, apartment unit within the Project. A penalty of ten percent (10%) per month shall be assessed against any fee not paid when due.

55. **PARTICIPATION IN HOUSING CHOICE VOUCHER PROGRAM.** DEVELOPER agrees to accept tenants who qualify under the Housing Choice Voucher ("HCV") program administered by the Roseville Housing Authority (the "Authority") or its successor.

56. **CHECKLIST FOR REGULATED UNITS.** DEVELOPER agrees that each prospective tenant, prior to rental of a Regulated Unit, shall be required to complete forms required by **Exhibit C**, or DEVELOPER's equivalent as approved in writing by the CITY.

[Signatures Next Page]

SAMPLE

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Regulatory Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No._____, adopted by the Council of the City of Roseville on the___day of_____, 2025, and DEVELOPER has caused this Regulatory Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation:

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY:_____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MELISSA ANGUIANO
Economic Development Director

_____
_____, a _____:

BY: _____
NAME
Title

and

BY: _____
NAME
Title

SAMPLE

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

SAMPLE

EXHIBIT B
UNIT CONFIGURATION AND INITIAL RENT RESTRICTIONS

Maximum Household Income ___% AMI

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		$	$	**$**
2		$	$	**$**
3		$	$	**$**

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		$	$	**$**
2		$	$	**$**
3		$	$	**$**

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		$	$	**$**
2		$	$	**$**
3		$	$	**$**

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		$	$	**$**
2		$	$	**$**
3		$	$	**$**

* California Utility Allowance Calculator (CUAC) is California's energy consumption model for calculating utility allowance estimates. These estimates are approved by California's Tax Credit Allocation Committee (TCAC) and are limited to new construction projects in the design phase.

SAMPLE

EXHIBIT C

CHECKLIST FOR AFFORDABLE RENTAL UNITS

The following documentation must be present in the Tenant's file (in a form approved by the Housing Manager) for an "affordable renter."

____ Certification of Affordable Rental Unit Eligibility

____ Calculation of Tenant Eligibility Form

____ Record of Rental Increases

____ Written, third party verification of all income sources, including:

- ____ Employment
- ____ Self-employment (tax return and profit & loss statement for current year)
- ____ Unemployment
- ____ AFDC (Welfare) Benefits
- ____ Child Support
- ____ Alimony
- ____ Social Security Benefits
- ____ Supplemental Security Income (SSK)
- ____ VA or Military Benefits
- ____ Pensions and/or Annuities
- ____ Retirement Funds
- ____ Savings Accounts (Interest Income)
- ____ Checking Accounts
- ____ Government Grants
- ____ Trust Funds
- ____ Stocks & Bonds (Cash Value)
- ____ Life Insurance (Cash Value)

SAMPLE

Name_____ **Complex**

_____

Title_____ **Date**

_____

SAMPLE

CERTIFICATION OF AFFORDABLE RENTAL UNIT ELIGIBILITY

Re: _____ Apt. # _____
Apartment Complex

I/we have read and answered truthfully, fully frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the above apartment project. Listed below are the names of all persons who intend to reside in the unit:

1) Name of Members of the Household	2) Relationship to head of Household	3) Age	4) Social Security No.	5) Place of Employment

SAMPLE

CERTIFICATION OF AFFORDABLE RENTAL UNIT ELIGIBILITY (CONT.)
INCOME COMPUTATION

6) The total anticipated income calculated in accordance with this paragraph 6, of all persons (except children under the age of 18 years) listed above for the 12-month period beginning the date that I/we plan to move into a unit is $_____.

Included in the total anticipated income listed above are:

a. All wages and salaries, overtime pay, commissions, fees and other compensation for personal services, before payroll deductions.

Excluded from such anticipated income are:

a. Casual, sporadic or irregular gifts;

b. Amounts which are specifically for or in reimbursement of medical expenses;

c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses;

d. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes are to be included in income;

e. Hazardous duty pay to a family member in the Armed Forces who is away from home and exposed to hostile fire;

f. Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

g. Foster child care payments;

h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977.

7) This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

SAMPLE

8) I/We will assist the Owner in obtaining any information or documents required to verify the statement made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.

Applicant

[All persons listed in number 2 above, except children under the age of 18 must sign this form]

SAMPLE

CALCULATION OF TENANT ELIGIBILITY FORM

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME:_____ UNIT # _____

SOURCE		MONTHLY	ANNUAL
Social Security		$_____	$ _____
Social Security		$_____	$ _____
Civil Service		$_____	$ _____
Pension_____	$____	$_____	Interest_____
	$____	$_____	Wages_____
_____	$____	$_____	Tips_____
_____	$____	$_____	Wages_____
_____	$____	$_____	Tips_____
_____	$____	$ _____	
Child Support		$_____	$ _____
Welfare		$_____	$ _____
Stocks/Bonds		$_____	$ _____
Other_____		$_____	$ _____
Other _____		$_____	$ _____
TOTAL INCOME		**$**_____	**$** _____
		Monthly base rent	$_____
		Move-in date	_____

BY

TITLE_____

DATE _____

SAMPLE

AFFORDABLE TENANT
RECORD OF RENTAL INCREASES

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME_____ APT. NO. _____

MOVE-IN DATE_____ INITIAL BASE RENT $_____

ANNUAL INCOME $_____

DATE OF INCREASE	CURRENT RENT		ANNUAL ADJUSTMENT FACTORS		NEW RENT
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____

SAMPLE

AFFORDABLE TENANT
RECORD OF RENTAL INCREASES (For Tax Credit Projects Only)

(FOR COMPLETION BY APARTMENT DEVELOPER OR AGENT)

NAME:_____ APT. #_____

_____ _____ _____

SAMPLE

ACKNOWLEDGMENTS

State of California

County of _____

On_____before me,_____,
(here insert name and title of the officer)
personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENTS

State of California

County of _____

On_____before me,_____,
(here insert name and title of the officer)
personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SAMPLE

Signature _____

(Seal)

SAMPLE

Attachment B

PROPOSER'S CERTIFICATION

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

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

_____
NAME OF APPLICANT ENTITY

_____
AUTHORIZED SIGNATORY

_____ _____
NAME & TITLE, TYPED OR PRINTED DATE

_____
MAILING ADDRESS

_____ _____
TELEPHONE NUMBER EMAIL

_____ _____
EIN STATE OF INCORPORATION

Type of Organization:

____ Sole Proprietorship____Corporation_____Non-Profit Organization

____Partnership____Limited Liability Company

SAMPLE

Attachment C
Commercial Corridors Maps

SAMPLE

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CITY OF ROSEVILLE CALIFORNIA

Douglas-Sunrise Corridor Specific Plan

Development Services

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