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
January 21, 2026
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. PRESENTATIONS

1. Roseville Chamber of Commerce - SPLASH Proceeds

Summary: Presentation to the City Parks, Recreation and Libraries Department of the proceeds from the 2025 SPLASH event to benefit youth programs within the City.

CONTACT: Jill Geller 916-774-5249 jageller@roseville.ca.us

2. Resolution - Roseville High School Varsity Football Team

Summary: Recognize and commend Roseville High School Tigers Football Team, its administration, its coaches, student-athletes, and supporters, for winning the Sacramento-San Joaquin Section Championship, for achieving historic milestones during the 2025 season, and for representing the City of Roseville with distinction, grit, and Tiger pride.

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

VI. PUBLIC COMMENTS

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

VII. CONSENT CALENDAR

3. Roseville Transit Safety Plan Update (PUBLIC WORKS DEPARTMENT - TRANSPORTATION)

Summary: Staff recommends approval of the 2026 Roseville Transit Agency Safety Plan. This plan is required by federal law in order for the local agency to receive funding from the Federal Transit Agency. This year's plan approval has a couple of minor changes: safety committee member changes and minor formatting changes, which required updating the table of contents. Approval of the safety plan has no impact on the General Fund but will allow for additional federal funding for transit services in Roseville.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-011 approving the 2026 Roseville Transit Agency Safety Plan, and authorizing the City Manager to execute it on behalf of the City of Roseville.

4. Stoney Point Way Drainage Repair Project - Approval of Plans and Specifications and Authorization to Call for Bids (PUBLIC WORKS DEPARTMENT - ENGINEERING - CITY PROJECT'S)

Summary: Staff recommends approval of plans and specifications for the Stoney Point Way Drainage Repair Project and authorization for staff to call for bids. The project scope consists of rehabilitating approximately 1,427 linear feet of existing 54-inch corrugated metal storm drain pipe with a concrete spray applied liner, along with the rehabilitation of two manhole bases. The construction of the project is estimated to cost $1.5 million and will be funded through the Highway Users Tax Fund. No General Fund resources will be used for the project.

CONTACT: Laura Salcedo 916-774-5437 lsalcedo@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve plans and specifications and authorize staff to call for bids.

5. Fairway Drive and Junction Boulevard Arterial Resurfacing Project - Award of Construction Contract and Budget Adjustments (PUBLIC WORKS DEPARTMENT - ENGINEERING - CITY PROJECT'S)

Summary: Staff recommends approval of a construction agreement with McGuire and Hester in the amount of $3,452,605 for the Fairway Drive and Junction Boulevard Arterial Resurfacing Project and associated budget adjustment. The project scope includes replacement of failed sections of asphalt pavement and placement of a preventative maintenance surface treatment. Roadway segments include the entirety of Fairway Dr. from Blue Oaks Blvd. to Stanford Ranch Rd. and Junction Blvd. from Washington Blvd. to Foothills Blvd. Construction is anticipated to begin in April 2026, with completion in the summer of 2026. The project construction is estimated to cost $4,350,000 and will be funded with federal Regional Surface Transportation Program funds, state CalRecycle funds, Roseville Finance Authority Capital Project funds and Highway User Tax funds. The budget adjustments will increase project funding from the Roseville Finance Authority Capital Project fund and reduce Highway User Tax funding for a net reduction in total funding. No General Fund resources will be used for this project.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-007 approving an agreement, by and between the City of Roseville and McGuire and Hester, and authorizing the City Manager to execute it on behalf of the City of Roseville;

b. Adopt Finance Authority Resolution No. 26-1 authorizing amendments to the FY2025-26 budget;

c. Adopt Ordinance No. 7031 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

6. Roseville Soccer Complex Intersection Improvement Project - Notice of Completion (PUBLIC WORKS DEPARTMENT - ENGINEERING - CITY PROJECT'S)

Summary: Staff recommends approval of the Notice of Completion for the Roseville Soccer Complex Intersection Improvement Project. The project included the construction of four (4) new traffic signals along with roadway widening to support the opening of the new Placer Valley Soccer Complex. The total cost of the construction contract with Mountain Cascade, Inc. is $7,515,054.54. The project was funded by the Blue Oaks Blvd. Fee fund, Westpark Drive Fee fund, Traffic Mitigation fund, and an interfund loan from the General Fund Capital Reserve Fund (approved by Council June 21, 2023).

CONTACT: Brian Gulewich 916-746-1376 bcgulewich@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-005 accepting the Public Work known as Roseville Soccer Complex Intersection Improvement Project, approving the "Notice of Completion", and authorizing the Public Works Director to execute said notice on behalf of the City of Roseville.

7. Church Street and Pump Station 26 Collections System Improvements Project - Notice of Completion (ENVIRONMENTAL UTILITIES DEPARTMENT - TECHNICAL SERVICES)

Summary: Staff recommends approval of the Notice of Completion for the Church Street and Pump Station 26 Collections System Improvements Project. The total cost of the construction contract with Mountain Cascade, Inc. including all change orders was $7,812,060. The project was funded by the Wastewater Rehabilitation Fund and the South Placer Wastewater Authority.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-001 accepting the public work known as the Church Street and Pump Station 26 Collections System Improvements Project, approving the “Notice of Completion”, and authorizing the Environmental Utilities Director to execute said notice on behalf of the City of Roseville.

8. **2022 Sewer Collection System Cured-in-Place Pipe Rehabilitation Project - Notice of Completion** (ENVIRONMENTAL UTILITIES DEPARTMENT - TECHNICAL SERVICES)

Summary: Staff recommends approval of the Notice of Completion for the 2022 Sewer Collection System Cured-in-Place Pipe Rehabilitation Project. The total cost of the construction contract with Express Sewer & Drain, Inc. was $2,782,579. Funding for this project was provided by the Wastewater Rehabilitation Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-003 accepting the Public Work known as the 2022 Sewer Collection System Cured-In-Place Pipe Rehabilitation Project, approving the “Notice of Completion”, and authorizing the Environmental Utilities Director to execute said Notice on behalf of the City of Roseville.

9. **Utility Exploration Center Exhibit Fabrication and Installation Project - Notice of Completion** (ENVIRONMENTAL UTILITIES DEPARTMENT - TECHNICAL SERVICES)

Summary: Staff recommends approval of the Notice of Completion for the Utility Exploration Center Exhibit Fabrication and Installation Project. The total cost of the construction contract, including all change orders, was $1,462,227.23. The payment of final retention will be in the amount of $41,141.96. The project was funded by the Electric Fund, Water Rehabilitation Fund, Wastewater Rehabilitation Fund, and Waste Services Rehabilitation Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-009 accepting the Public Work known as The Utility Exploration Center Exhibit Fabrication and Installation Project, approving the “Notice Of Completion”, and authorizing the Environmental Utilities Director to execute said Notice on Behalf of the City of Roseville.

10. **Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project – Professional Design Services Agreement Amendment** (ENVIRONMENTAL UTILITIES DEPARTMENT - TECHNICAL SERVICES)

Summary: Staff recommends approval of an amendment to the professional design services agreement with 19six Architects, Inc. to add $194,086, for a total not-to-exceed contract amount of $1,043,870, to provide design services during construction for the Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Design Project (Project). The Project is being funded from available resources in the Wastewater Regional Rehabilitation Fund for the rehabilitation portion of the project (approximately 31%) and from the capital improvement project budget approved by the South Placer Wastewater Agency for the building expansion (approximately 69%).

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-002 approving a second amendment to professional design services agreement, by and between the City of Roseville and 19six Architects, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

11. Generation Maintenance Support Services - Contract Purchase Agreement Amendment (ELECTRIC DEPARTMENT - RESOURCE PLANNING & GENERATION)

Summary: Staff recommends approval of a contract purchase agreement amendment with Performance Mechanical, Inc. to provide maintenance support services to Roseville Electric Utility's generation facilities. The amendment will increase the first year of the contract from $2,000,000 to $3,000,000. Funding is included in the Electric Department's FY2025-26 budget in the Electric Fund.

CONTACT: Nathan Ribordy 916-746-1673 nribordy@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-008 approving amendment 1 to 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.

12. Pad Mount Transformers (RFQ 10-3431) - Purchase Orders (FINANCE DEPARTMENT - PURCHASING)

Summary: Staff recommends approval of purchase orders with General Pacific and Hyundai Corporation USA, as the lowest responsive and responsible bidders, for the purchase of pad mount transformers for the Roseville Peaker Plant (RPEAK) facility in response to Request for Quotations No. 10-3431. Funding is included in the Electric Department’s FY2025-26 budget in the Electric Fund. Staff also requests authority for the City Manager or his designee to approve change orders not to exceed five percent (5%), for a total amount of $169,151.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-010 approving purchases order for Pad Mount Transformers.

13. Judicial Foreclosure of Delinquent Special Taxes Pursuant to the Mello-Roos Community Facilities Act 1982, as Amended (FINANCE DEPARTMENT)

Summary: Staff recommends that the City Council, acting as the governing body for its Community Facilities Districts (individually, "CFD" and collectively, "CFDs"), adopt a resolution ordering the judicial foreclosure of delinquent special taxes pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, and ordering the Placer County Tax Collector remove current and future delinquent taxes for the CFD from the tax roll. Certain property owners have become delinquent in payments of special taxes associated with a few of the City's CFDs. To comply with the City's bond covenants, when certain delinquency thresholds have

been met, the City is required to commence foreclosure actions against any delinquent parcel(s). There is no fiscal impact on the City's General Fund. All legal fees are borne by the property owners and all penalties and interest collected will be credited to the subject CFDs.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-012 resolution of the City Council of the City of Roseville acting as the governing body of all of its Community Facilities Districts Ordering Judicial Foreclosure of Delinquent Special Taxes Pursuant to the Mello-Roos Community Facilities Act of 1982 and Ordering that the Placer County Tax Collector Remove Current And Future Delinquent Speical Taxes For The Community Facilities Districts From The Tax Roll.

14. Golf Maintenance Services - Agreement Amendment (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - RECREATION)

Summary: Staff recommends approval of the seventh amendment to the agreement with Brightview Golf Maintenance, Inc. to extend the term of the agreement for an additional five (5) year period commencing January 1, 2026 and ending on December 30, 2030. This agreement provides for golf course maintenance services at Woodcreek Golf Club and Diamond Oaks Golf Course at a cost not to exceed $10,727,700 for the term of the agreement. Funding is included in the Golf Course Funds, in which golf revenues offset expenses including maintenance, utilities and internal service fee expenses.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-013 approving a seventh amendment to agreement, by and between the City of Roseville and Brightview Golf Maintenance, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

15. Pump Services - Contract Purchase Agreement Amendment (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK MAINTENANCE)

Summary: Staff recommends approval of an amendment to the contract purchase agreement with Commercial Pump & Mechanical Inc. for pump services, increasing the total not-to-exceed amount from $58,318.84 to $81,321.25 for the purpose of pump rebuilds. Funding for these services is through two capital improvement projects in the Equipment Replacement Fund.

CONTACT: Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-006 approving amendment 1 to contract purchase agreement, by and between the City of Roseville and Commercial Pump & Mechanical Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

16. Assistance to Firefighters Grant Program - Grant Acceptance, Approval of New Non-Capital Multi-Year Project, and Budget Adjustment (FIRE DEPARTMENT)

Summary: Staff recommends the City Council accept the FY2024 Federal Emergency Management Agency Assistance to Firefighters Grant, approve the establishment of a new non-capital multi-year project and adopt an ordinance approving a budget adjustment in the amount of $131,520. The Fire Department was awarded a federal grant of $119,564 to provide specialty physicals for Fire Department staff. There is a requirement for matching funds of 10% ($11,956). Since the grant will only reimburse 90% ($119,564) of the project costs, the budget adjustment will decrease General Fund resources by $11,956 from the General Fund Contingency budget.

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

The City Council will consider the recommendation to:

a. Accept the FY2024 Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant; and

b. Approve the establishment of a new non-capital multi-year project for the FY2024 FEMA Assistance to Firefighters Grant; and

c. Adopt Ordinance No. 7032 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

17. Sacramento Urban Area Security Initiative - Capital Improvement Project, Grant Award, Contract Purchase Agreement, and Budget Adjustment (POLICE DEPARTMENT)

Summary: Staff recommends authorization of a new Capital Improvement Project, acceptance of the 2024 Urban Area Security Initiative Subward, approval of a budget adjustment to appropriate $86,500 of grant funding in the City's Grants Fund, and approval of a contract purchase agreement with Peregrine Technologies Inc. for the purchase of Peregrine platform software. The total amount of the 3-year contract purchase agreement with Peregrine Technologies Inc. is $259,635. The annual costs for the Peregrine platform software are: Fiscal Year (FY) 2025-26, $84,000; FY2026-27, $86,520; and FY2027-28, $89,115. Future year purchases will be contingent upon approval of the Police Department's budget each fiscal year.

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

The City Council will consider the recommendation to:

a. Authorize the establishment of a new Capital Improvement Project, FY2024 Urban Area Security Initiative; and

b. Adopt Resolution No. 26-014 approving a subaward grant agreement, by and between the City of Roseville and the City of Sacramento, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

c. Adopt Ordinance No. 7030 authorizing certain amendments to the fiscal year 2025-26 budget

and declaring this ordinance to be immediately effective as an appropriation measure; and

d. Adopt Resolution No. 25-015 approving an agreement, by and between the City of Roseville and Peregrine Technologies Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

18. Baseline Road & Watt Avenue - Notice of Completion (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Notice of Completion for the Baseline Road & Watt Avenue Project as complete. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CONTACT: Andrew Druck 916-774-5577 adruck@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-004 accepting the Public Work known as Baseline Road & Watt Avenue Project, approving the "Notice of Completion", and authorizing and directing the City Engineer to execute said Notice on behalf of the City of Roseville, therefore, and accepting a portion of the dedications offered on ohe recorded map of the subdivision.

19. Fair Political Practices Commission Model Conflict of Interest Code Update (CITY CLERK DEPARTMENT)

Summary: Staff recommends that the City Council adopt a resolution amending the Fair Political Practices Commission Model Conflict of Interest Code and Repealing Resolution No. 24-018.

CONTACT: Helen Dreyer hdreyer@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt resolution 26-016 amending the Fair Political Practices Commission Model Conflict of Interest Code and Repealing Resolution No. 24-018.

20. Second Reading - Backflow Prevention Inspection and Cross-Connection Control - Municipal Code Amendment (ENVIRONMENTAL UTILITIES DEPARTMENT)

Summary: Staff recommends approval of a second reading of an ordinance amending Chapter 14.10 of the Roseville Municipal Code, which prescribes regulations governing Backflow Prevention and Cross-Connection Control.

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

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7027 amending Chapter 14.10 of Title 14 of the Roseville Municipal Code regarding Backflow Prevention Inspection and Cross-Connection Control.

21. Second Reading - Park and Park Facility Exclusions - Municipal Code Amendment (CITY ATTORNEY DEPARTMENT)

Summary: Staff recommends the City Council approve an ordinance for second reading amending Roseville Municipal Code Section 8.02.316, “Park and park facility exclusions." City staff is proposing modifications to the existing park and park facility exclusion ordinance to provide clarity to staff and the public and increase operational efficiencies.

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

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7028 amending Section 8.02.316 of Chapter 8.02 Of Title 8 of the Roseville Municipal Code Regarding Park And Park Facility Exclusions.

22. Second Reading - Use Type Classifications and Definitions - Municipal Code Amendment (DEVELOPMENT SERVICES - PLANNING)

Summary: Staff recommends the City Council approve the second reading ordinance amending Sections 19.08.080 and 19.95.030 of the Roseville Municipal Code regarding Use Type Classifications and Definitions clarifying the City's definitions for "kitchens" with the purpose of defining how dwelling units are classified in the Municipal Code.

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

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7029 amending Section 19.08.080 of Chapter 19.08 and Section 19.95.030 of Chapter 19.95 of Title 19 of the Roseville Municipal Code Regarding Residential Use Types And Definitions.

23. Resolution - Rachel Tooker

Summary: Commend Rachel Tooker for her 12 years of outstanding service and dedication to the City of Roseville and the Environmental Utilities Department, congratulate her for her accomplishments and lasting contributions to the organization and the community, and wish her a long, healthy, and well-deserved retirement.

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

24. Staffing Changes and Side Letter Agreement with Roseville Police Association (HUMAN RESOURCES DEPARTMENT)

Summary: As part of an ongoing assessment of the appropriate staffing levels to provide a high level of service to the community, staff recommends City Council approve the Seasonal/Temporary salary schedule reflecting an update to the Soccer Official pay structure. In addition, staff recommends that the City Council approve the side letter agreement between the

City of Roseville and the Roseville Police Association related to classifications eligible for certification/training special pay. For the remainder of FY2025-26, the estimated financial impact of these recommendations is $12,200 to the General Fund. Beyond this fiscal year, the recommended changes will have an estimated annual ongoing impact of $17,700.

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

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7033 amending Ordinance No. 7025, the salary ordinance for seasonal/temporary employees, as amended by appendix "A" to be effective January 24, 2026, as an urgency measure;

b. Adopt Resolution No. 26-017 approving a side letter to the Memorandum of Understanding for employees represented by the Roseville Police Association, and authorizing the City Manager to execute it on behalf of the City of Roseville.

25. Minutes of Prior Meetings (CITY CLERK DEPARTMENT)

Summary: Staff recommends approval of the minutes of the December 17, 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 December 17, 2025 City Council Meeting.

END OF CONSENT CALENDAR

VIII. PRESENTATIONS/REPORTS

26. Council Discretionary Funds Request - PRIDE Industries (CITY MANAGER DEPARTMENT - ASSISTANT CITY MANAGER)

Summary: Memo from Executive Assistant Heather Blanco and City Clerk Carmen Avalos requesting the City Council consider a request for a $2,500 sponsorship from Council Discretionary Funds for PRIDE Industries' 60th Anniversary Gala on February 28, 2026, at PRIDE Industries' Roseville headquarters. This milestone event supports the 60 years of inclusion, innovation, and impact, bringing together leaders, change makers, and community supporters. The event will spotlight the contributions of the Honorable Tony Coelho, former U.S. Congressman and architect of the American Disabilities Act, who will receive the Lifetime Achievement Award. Guests and sponsors will champion PRIDE Industries' mission to create employment opportunities for people with disabilities, making this event a tribute to the past and a commitment to the future. The balance remaining in the Council’s Discretionary Funds for FY2025-26 is $11,321.

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

The City Council will consider the recommendation to:

a. Consider a request for $2,500 sponsorship from Council Discretionary Funds for PRIDE Industries' 60th Anniversary Gala.

27. Council Discretionary Funds - Spanger Elementary Parent-Teacher Club (CITY MANAGER DEPARTMENT - ASSISTANT CITY MANAGER)

Summary: Staff recommends the City Council consider a request for a $500 sponsorship from Council Discretionary Funds for Spanger Elementary Parent-Teacher Club to support its annual Pancakes & PJ's community fundraiser on March 19, 2026. The event typically serves more than 400 attendees and is designed to be inclusive and affordable for all families. Proceeds from the 2026 event will help to upgrade the 20-year-old bookroom, which provides class sets of books for all grade levels to support reading instruction. The balance remaining in the Council's Discretionary Funds for FY2025-26 is $11,321.

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

The City Council will consider the recommendation to:

a. Consider a request for a $500 sponsorship from Council Discretionary Funds for Spanger Elementary Parent-Teacher Club.

28. Development Impact Fee Reports for Fiscal Year Ended June 30, 2025 (FINANCE DEPARTMENT)

Summary: Staff recommends Council accept the informational Development Impact Fee Reports prepared for the fiscal year that ended June 30, 2025. California state legislation sets certain legal and procedural parameters for the charging of development impact fees. This legislation was passed as AB1600 by the State Legislature and is now codified as California Government Code Sections 66000 through 66008.

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

The City Council will consider the recommendation to:

a. Accept the Informational Development Impact Fee Report.

29. Park Naming Policy Review (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends Council review of the Parks, Recreation & Libraries Department's Park Naming Policy, and requests direction for revision if desired.

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

The City Council will consider the recommendation to:

a. Review the current Park Naming Policy and provide direction for revision.

IX. PUBLIC COMMENTS

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

X. STAFF/COUNCIL REPORTS

XI. ADJOURNMENT

City Council Communication

Meeting Date: 1/21/2026
Item #: V.2
File #: 0102-10
Item ID: 2026-2

Title:	Resolution - Roseville High School Varsity Football Team
Contact:	Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

SUMMARY

Recognize and commend Roseville High School Tigers Football Team, its administration, its coaches, student-athletes, and supporters, for winning the Sacramento-San Joaquin Section Championship, for achieving historic milestones during the 2025 season, and for representing the City of Roseville with distinction, grit, and Tiger pride.

RECOMMENDATION

Recognize and commend Roseville High School Tigers Football Team, its administration, its coaches, student-athletes, and supporters, for winning the Sacramento-San Joaquin Section Championship, for achieving historic milestones during the 2025 season, and for representing the City of Roseville with distinction, grit, and Tiger pride.

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. Council approval of a resolution 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,
Arleta Wagenhals, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

1. Resolution - Roseville High School Football Team

REVIEWERS:

Arleta Wagenhals, City Clerk Department	Created/Initiated - 1/9/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/9/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/9/2026
Katrina Six, City Clerk Department	Final Approval - 1/9/2026

Resolution

WHEREAS, Roseville High School has a proud tradition of excellence in academics, athletics, and character development, and the Roseville High School Tigers Football Program exemplifies these values through commitment, teamwork, and perseverance; and

WHEREAS, during the 2025 season, the Roseville High School Tigers Varsity Football Team overcame extraordinary adversity, as twelve starters or significant contributors missed a combined total of forty-seven games due to injuries, yet the team continued to compete at the highest level; and

WHEREAS, the Tigers embraced a culture rooted in toughness—both physical and mental—commitment to one another, and relentless competitiveness, collectively defined by the team as GRIT, a standard the players upheld week in and week out; and

WHEREAS, a defining moment of the season occurred in a double-overtime victory against a highly regarded West Park team, when—despite being without three of their top offensive players—the Tigers embodied a next-man-up mentality and demonstrated the resilience and grit that would come to define their championship run; and

WHEREAS, following that pivotal victory, the Tigers confronted every subsequent challenge with determination and confidence, carrying that momentum through the playoffs to achieve historic success; and

WHEREAS, the Roseville High School Tigers Varsity Team captured the Sacramento–San Joaquin Section Football Championship, marking the program's first section title since 1987, a milestone achievement for the school, the community, and generations of Tiger alumni; and

WHEREAS, for the first time in school history, the Tigers advanced to a Northern California Bowl Game, earning the opportunity to compete for a state championship and further solidifying their place in Roseville High School athletic history; and

WHEREAS, the Tigers concluded the season ranked #141 in the State of California, #22 in the Sacramento–San Joaquin Section, and #8 in the Sacramento Bee's final regional rankings, reflecting their standing among the elite high school football programs in the region; and

WHEREAS, the team's success was matched by outstanding individual achievements, with JJ Yong, Justin Fischer, Austin Chang, and Trevor Kirby, along with Head Coach Reinking, earning All-Section Team honors, and ten players—six as First Team selections—recognized on the Sacramento Bee All-Metro Team; and

WHEREAS, the accomplishments of the Roseville High School Tigers represent not only athletic excellence, but also the values of perseverance, unity, leadership, and pride that inspire students and residents throughout the City of Roseville.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **ROSEVILLE HIGH SCHOOL TIGERS VARSITY FOOTBALL TEAM**, its administration, its coaches, student-athletes, and supporters, be recognized and commended for winning the Sacramento–San Joaquin Section Championship, for achieving historic milestones during the 2025 season, and for representing the City of Roseville with distinction, grit, and Tiger pride.

SIGNED and APPROVED this 21st day of January 2026.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

KRISTA BERNASCONI, MAYOR

City Council Communication

Meeting Date: 1/21/2026
Item #: VII.3
File #: 0721
Item ID: 2025-943

Title:	Roseville Transit Safety Plan Update
Contact:	Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

SUMMARY

Staff recommends approval of the 2026 Roseville Transit Agency Safety Plan. This plan is required by federal law in order for the local agency to receive funding from the Federal Transit Agency. This year's plan approval has a couple of minor changes: safety committee member changes and minor formatting changes, which required updating the table of contents. Approval of the safety plan has no impact on the General Fund but will allow for additional federal funding for transit services in Roseville.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve the 2026 Roseville Transit Agency Safety Plan and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

On August 19, 2020, the City Council approved Roseville Transit's Agency Safety Plan. This plan was developed in response to the passage of the Moving Ahead for Progress in the 21s Century (MAP-21) Act, which required recipients of 49 U.S.C. Chapter 53 funding to develop and implement a Public Transportation Agency Safety Plan (PTASP). The City continues to receive transit funding under the following Chapter 53 programs:

- Urbanized Area Formula Program (5307 Funds)
- Buses and Bus Facilities Program (5339 Funds)

The purpose of the PTASP is to improve public transportation safety by guiding transit agencies to manage safety risks more effectively and proactively in their systems.

Since the approval of Roseville Transit's Agency Safety Plan in 2020, staff conducts regular reviews of the document to ensure accuracy and inclusion of the most updated information. On December 18, 2024, the City Council approved the latest version of the PTASP to satisfy additional requirements that were established for the PTASP, as part of the Bipartisan Infrastructure Law signed into law on November 15, 2021. Through the PTASP regulation (49 C.F.R. § 673), the FTA requires transit agencies to form a safety committee to implement a safety management system to manage safety risk, and to help agencies maintain or improve their safety performance. As part of this process, the Bipartisan Infrastructure Law requires transit agencies to review and seek annual approval of the latest PTASP from its governing body, which in this case is the Roseville City Council. The Safety Committee, which consists of Roseville staff and employees from MV Transit, which operates day-to-day service under contract with the City of Roseville, reviewed the most recent PTASP version and had some minor updates to the previous version. Those edits consist of:

1. Safety Committee Member Changes (pg.17)
2. Minor Formatting Changes, which required updating the Table of Contents (pg.2)

To satisfy FTA requirements, staff is seeking Council approval of the attached PTASP to satisfy the annual update requirement for 2026. If approved, the City Manager will sign the document as the Accountable Executive.

FISCAL IMPACT

This amendment will not result in a direct fiscal impact. However, having an updated Agency Safety Plan allows the City to maintain compliance with FTA requirements to receive funding under 49 U.S.C. Chapter 53.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,
Ed Scofield, Alternative Transportation Planner

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Resolution 26-011
2. Roseville Transit Safety Plan

REVIEWERS:

Ed Scofield, Public Works Department - Transportation	Created/Initiated - 12/22/2025
Ed Scofield, Public Works Department - Transportation	Approved - 12/22/2025
Jason Shykowski, Public Works Department - All	Approved - 12/23/2025
Kelly Aye, City Attorney Department	Approved - 1/5/2026
Katrina Six, City Clerk Department	Approved - 1/5/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/6/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/7/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/7/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/8/2026
Katrina Six, City Clerk Department	Final Approval - 1/8/2026

RESOLUTION NO. 26-011

APPROVING THE 2026 ROSEVILLE TRANSIT AGENCY SAFETY PLAN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, on August 19, 2020, the City Council approved Roseville Transit's Agency Safety Plan; and

WHEREAS, this plan was developed in response to the passage of the Moving Ahead for Progress in the 21st Century (MAP-21) Act, which required recipients of 49 U.S.C. Chapter 53 funding to develop and implement a Public Transportation Agency Safety Plan (PTASP); and

WHEREAS, staff provides regular reviews of the document to ensure accuracy and inclusion of the most updated information; and

WHEREAS, on December 18, 2024, the City Council approved the latest version of the PTASP to satisfy additional requirements that were established for the PTASP, as part of the Bipartisan Infrastructure Law signed into law on November 15, 2021; and

WHEREAS, the 2026 Roseville Transit Agency Safety Plan has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said 2026 Roseville Transit Agency Safety Plan is hereby approved and the City Manager is hereby authorized to execute it as the Accountable Executive on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager is authorized to approve future minor and non-substantive changes to this document without further City Council approval.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE

ROSEVILLE TRANSIT AGENCY SAFETY PLAN

CITY OF ROSEVILLE CALIFORNIA

City of Roseville

316 Vernon Street, Suite 150

Roseville, CA 95678

Roseville Transit

Agency Safety Plan

Adopted: 8/19/2020

Amended: 12/18/2025

Signature of Accountable Executive Date

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Executive Summary

Moving Ahead for Progress in the 21st Century (MAP-21) grants the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. As a component of this safety oversight framework, MAP-21 requires recipients of FTA Chapter 53 funding to develop and implement a Public Transportation Agency Safety Plan (PTASP) based on the Safety Management Systems (SMS) approach. As a recipient of FTA Chapter 53 funding, the City of Roseville is required to develop and implement a PTASP.

This document serves as the City of Roseville's PTASP required by 49 U.S.C. § 5329. The purpose of this PTASP is to be a comprehensive agency safety plan that is consistent with FTA's PTASP final rule under 49 C.F.R. § 673. The plan includes the following requirements:

- ✓ An approval by the agency's Accountable Executive and the City Council;
- ✓ The designation of a Chief Safety Officer;
- ✓ The documented processes of the City's SMS, including the City's Safety Management Policy (SMP) and processes for Safety Risk Management (SRA), Safety Assurance (SA), and Safety Promotion (SP);
- ✓ An Employee Safety Reporting Program (ESRP);
- ✓ Performance targets based on the safety performance measures established in FTA's National Public Transportation Safety Plan (NSP);
- ✓ Criteria to address all applicable requirements and standards set forth in FTA's Public Transportation Safety Program and the NSP; and
- ✓ A process and timeline for conducting an annual review and update of the safety plan.

1. Transit Agency Information

Transit Agency Name	City of Roseville			
Transit Agency Address	316 Vernon Street, Suite 150, Roseville, CA 95678			
Name and Title of Accountable Executive	Dominick Casey, City Manager			
Name of Chief Safety Officer	Dominick Casey, City Manager – Delegated to the Alternative Transportation Manager			
Mode(s) of Service Covered by This Plan	Fixed Route Bus Service (Commuter & Local), Complementary Paratransit and Demand Response Service	**List All FTA Funding Types**	5307, 5339(a), 5339(b), 5310	
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed Route Bus Service (inclusive of Local and Commuter Service), Complementary Paratransit and Demand Response Service (Transit operation services are contracted.)			
Does the agency provide transit services on behalf of another transit agency or entity?	Yes ☐	No ☑	**Description of Arrangement(s)**	N/A
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	N/A			

2. Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	City of Roseville, Public Works Department – Alternative Transportation Division	
Signature by the Accountable Executive	**Signature of Accountable Executive**	**Date of Signature**
	See page #1	See page #1
Approval by the Board of Directors or an Equivalent Authority	**Name of Entity That Approved This Plan**	**Date of Approval**
	Roseville City Council	See Attachment #1
	Relevant Documentation (Title and Location)	
	Resolution is found in Attachment #1	
Certification of Compliance	**Name of Entity That Certified This Plan**	**Date of Certification**
	City of Roseville	See Attachment #2
	Relevant Documentation (Title and Location)	
	Annual Certs & Assurances is located in FTA Transit Award Management System (TrAMS)	

Version Number and Updates			
Version Number	**Section/Pages Affected**	**Reason for Change**	**Date Issued**
Rev. 2	Minor Edits Section 6-Safety Committee Attachment 3	Update includes Safety Committee information and an updated Attachment 3 (City of Roseville Injury and Illness Prevention Program).	1/18/23
	No changes	Annual Council Approval	12/20/23
	No changes	Annual Council Approval	12/18/24
Rev. 3	Safety Committee Members: Page 17	Annual Council Approval	1/21/26

Annual Review and Update of the Roseville Transit Agency Safety Plan

This plan addresses all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan.

This Plan will be jointly reviewed and updated by key staff with the assistance of subject matter experts, each year. Beginning in 2023, the Safety Committee will approve the plan and any changes annually, then forward to the Accountable Executive and the City Council for approval.

In addition to the annual review and update process, the Roseville Transit Agency Safety Plan is also reviewed or updated on an ad-hoc basis when there is a determination made that the approaches in this plan are ineffective in mitigating safety deficiencies, there are significant changes to service delivery, there are new processes or procedures implemented that impact safety, there is a substantial change in financial resources available to the City of Roseville, and/or there is a significant change in the City's organizational structure.

The Roseville Transit Agency Safety Plan is a living document that is updated annually and incorporates by reference the following City policies and procedures:

- City of Roseville Injury and Illness Prevention Program (Attachment #3)
- Chapter 3.16 of the Roseville Municipal Code

The City of Roseville's contracted transit operator, MV Transportation, Inc. (MV), has established safety policies and procedures, identified in its Safety Policy Manual (Attachment #4).

3. Safety Performance Targets

The City of Roseville has developed Safety Performance Targets consistent with performance measures established by FTA in the National Public Transportation Safety Plan. In the most recent version, the 2017 NSP3, FTA adopted four initial Safety Performance Measures: (1) Fatalities, (2) Injuries, (3) Safety Events, and (4) System Reliability. These targets were developed based data specific to Roseville, the region, and the state of California.

The Roseville Short Range Transit Plan 2018-2025 (SRTP) identifies safety performance goals, objectives and standards related to Safety Performance Targets. The SRTP identifies the following standards under the goal to provide safe, reliable, and high-quality transportation:

- passenger injuries = <1 per 100K boardings (~ 250,000 Vehicle Revenue Miles (VRM))
- all accidents = < 1per 25K miles
- reliable transit service = >10,000 miles per road call

Per the California State Highway Safety Report (2018) the State target is 0.995 traffic fatalities per 100M vehicle miles traveled.

This information was used to develop the Safety Performance Targets below.

Safety Performance Targets for all Roseville Transit modes						
Fatalities		**Injuries**		**Safety Events**		**System Reliability**
Total	**Rate**	**Total**	**Rate**	**Total**	**Rate**	
0	<1 per 100,000,000 VRM	0	< 1 per 250,000 VRM	0	< 1 per 25,000 VRM	>10,000 miles between major mechanical failures
Fatalities & Injures: transit customers, transit employees, and any public involved in related safety events. Safety Events: Collisions (vehicle-to-vehicle, vehicle-to-person, vehicle-to-object), Fires, and Evacuations for life safety reasons. Major Mechanical System Failures: Major mechanical system failures prevent a vehicle from completing or starting a scheduled revenue trip because actual movement is limited or because of safety concerns. Examples of major bus failures include breakdowns of brakes, doors, engine cooling systems, steering, axles, and suspension.						

The contracted transit operator provides monthly Incident Report Logs and Daily Breakdown Logs to the City of Roseville Alternative Transportation Division. This information is available on an internal shared drive and the Alternative Transportation Division reviews this data and reports safety performance measures to the National Transit Database (NTD) as required. The current safety measures reported to NTD include number of fatalities, injuries and safety events for all Roseville modes.

Safety Performance Target Coordination		
MPO Coordination: The Sacramento Area Council of Governments (SACOG), the City's MPO, receives and reviews the City of Roseville's Transit Asset Management (TAM) Plan annually, which includes performance targets related to safety. The TAM Plan must also be approved and adopted by the City of Roseville. The City's Alternative Transportation Manager attends bimonthly SACOG meetings where SACOG staff are updated regarding safety performance targets on an as-needed basis. State DOT Coordination: The California DOT conducts regular audits of the City of Roseville related to public transportation safety. These include: Motor Carrier Unit of the California Highway Patrol (CHP) annual Safety Compliance Report (CHP-343), and State of California Department of Motor Vehicles "Driver Pull Notice Program".		
Targets Transmitted to the State	**State Entity Name**	**Date Targets Transmitted**
	CA DOT	_____ *Targets will be shared with the State Annually/Upon Request.*
Targets Transmitted to the Metropolitan Planning Organization	**Metropolitan Planning Organization Name**	**Date Targets Transmitted**
	SACOG	_____ *Targets will be shared with the MPO Annually/Upon Request.*

4. Safety Management Policy

Safety Management Policy Statement
The City of Roseville is committed to public transportation safety. We will continue to implement, develop, and improve strategies, management systems, and processes to ensure that all our public transportation activities uphold the highest level of safety performance and meet required safety standards. We will develop and embed a safety culture in all our activities that recognizes the importance and value of effective safety management and acknowledges at all times that safety is paramount. We will clearly explain for all staff their accountabilities and responsibilities for the development and operation of the Safety Management System (SMS). For passengers and employees, we will minimize the safety risk associated with transit service to as low as reasonably practicable and we will work to comply with all legislative and regulatory requirements and standards. We also will work to ensure that all employees are provided with adequate and appropriate safety information and training, are competent in safety matters, and are only allocated tasks commensurate with their skills. We have established safety performance targets to help us measure the overall effectiveness of our processes and ensure we meet our safety objectives. We will keep employees informed about safety performance goals and objectives to ensure continuous safety improvement.

Safety Management Policy Communication
During the initial implementation of the Roseville Transit Agency Safety Plan, the Safety Management Policy will be communicated to all transit-involved employees, including contract staff, to explain the agency's safety culture and describe how the SMS works under the plan. The City's Injury and Illness Prevention Program and safety culture is communicated upon hire, and is assigned and tracked through RoseU, the City's online training platform. The Chief Safety Officer, or designee, is the resource person for providing a transit agency-wide perspective on the City's approach to safety management policy communication. The extent of the safety training needs will depend on the safety responsibilities of the individual staff members and the nature of tasks performed.

Authorities, Accountabilities, and Responsibilities	
Accountable Executive	City Manager - As established under RMC Sec. 2.10, the City manager shall supervise the administrative affairs of the City. The City manager shall be charged with the preservation of the public peace and health, the safety of persons and properties, the enforcement of law, and the development and utilization of the City's resources. The City manager shall keep the council informed of the condition and needs of the City and shall make such reports and recommendations as the City manager may deem desirable and perform such other duties as may be prescribed by the City charter or required by ordinance or resolution of the council not inconsistent with the charter. The City Manager serves as the Accountable Executive, meeting the requirements of 49 C.F.R. §673.5 and §673.23(d)(1). This individual: • has the responsibility for carrying out the Roseville Transit Agency Safety Plan (ASP) and Transit Asset Management (TAM) Plan; • has control or direction over the human and capital resources needed to develop and maintain both the Roseville Transit ASP, in accordance with 49 U.S.C. 5329(d), and the Roseville's TAM Plan in accordance with 49 U.S.C. 5326; and • is accountable for ensuring that the Roseville Transit Safety Management System (SMS) is effectively implemented, and action is taken, as necessary, to address substandard performance in Roseville Transit's SMS. The City Manager may delegate specific responsibilities, but the ultimate accountability for the City of Roseville's transit safety performance cannot be delegated and always rests with the City Manager.
Chief Safety Officer	The City Manager serves as the Chief Safety Officer, meeting the requirements of 49 C.F.R. §673.5 and §673.23(d)(2). This individual has the authority and responsibility for day-to-day implementation and operation of Roseville Transit's SMS. The City Manager has designated responsibilities of this role to the Alternative Transportation Manager, which holds a direct line of reporting to the Accountable Executive.
Agency Leadership and Executive Management	City Council - The City of Roseville is a Council-Manager form of government in which responsibilities are vested in the City Council and the City Manager. In this form of government, the City Council's role is that of a legislative policy-making body which determines not only the local laws that regulate community life but also determines public policy and gives direction to the City Manager. Transportation Commission – This eight-member commission is established by the City Council to study various issues that affect Roseville residents. The Transportation Commission reviews and makes

	recommendations to the City Council related to the community's transportation needs. The Transportation Commission also reviews Roseville Transit's performance measures.
Key Staff	City Attorney - plans, organizes, directs and reviews the activities and operations of the City Attorney's Office including civil and criminal matters; to coordinate assigned activities with other departments and outside agencies; and to provide highly responsible and complex legal support to the City Council, boards and commissions, the City Manager and City department heads. Human Resources Director - plans, organizes, and directs the City's Human Resources Department services in the areas of recruitment and selection, classification and compensation, employee and labor relations including collective bargaining, organizational and employee development, policy development and administration, benefits, legal compliance, and risk management; provides expert professional assistance to City Executives and departmental management in areas of responsibility; and coordinates assigned activities with other departments, outside agencies, and the community. The Human Resources Director is designated as the Program Administrator of the City's Injury and Illness Prevention Program (IIPP). Public Works Director - plans, organizes, directs and reviews the activities and operations of the Public Works Department including the City's Engineering Division, Street Maintenance Division, Fleet Services Division Facilities Services Division, and Alternative Transportation Division; coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the Assistant City Manager. Alternative Transportation Manager - plans, organizes, directs and coordinates the public transportation activities of the Alternative Transportation Division with the Public Works Department. Transit Operations Supervisor (previously known as the Alternative Transportation Analyst) - provides highly responsible administrative and technical duties for development, administration, and implementation of transit-related programs. Fleet Manager - plans, organizes, directs and coordinates the activities of the Fleet Services Division within the Public Works Department and coordinates fleet maintenance activities with other divisions and departments. Risk Manager - plans, organizes, directs and coordinates the activities of the Risk Management Division within the Human Resources Department including safety, liability, property, workers' compensation and unemployment programs.

	Public Information Officer - plans, organizes, coordinates and implements City-wide communications program operations within the Public Affairs & Communications Department; serves in Emergency Operations Center public information section in the event of emergency in Roseville; directs communication content with print, electronic, video, and news media. Transit Operator - General Manager (Contractor) - provides overall management and supervision of transit operations under the terms of the transit operator contract. Transit Operator - Safety & Training Manager (Contractor) - ensures agency safety compliance and regulations are met on behalf of the contracted transit operator. Occupational Health and Safety (OHS) Committee - a working group of management employees that recommend policy direction, provide oversight on the implementation of established procedures and identify safety related resources within individual departments to be used throughout the organization.

Employee Safety Reporting Program
Per City's Injury and Illness Prevention Program (IIPP), employees are encouraged to promptly report any and all hazards and/or safety issues to management in order to assure that hazards and safety issues are addressed and corrected in a timely manner. It is the intent of the City to encourage and solicit employee input and participation in the Safety Program by identifying hazards and safety issues without fear of reprisal. However, should employees wish to remain anonymous, the City has provided mechanisms by which employees can report hazards or safety issues without identifying themselves. Confidential hazard reporting can be accomplished through written reports. Anonymous reporting can be mailed to the Chief Safety Officer, or designee, via internal mail or regular mail. The City's Anti-Reprisal Policy, per the Injury and Illness Prevention Program, states that employees shall not be discharged or discriminated against in any manner for reporting of health and safety hazards to the City of Roseville or to appropriate governmental agencies. Managers and supervisors shall inform employees of this policy and encourage reporting of workplace hazards to management. Roseville Municipal Code Chapter 3.16 outlines the City's personnel discipline policy and describes employee behaviors that may result in disciplinary action. The City's contracted transit operator provides policies and procedures for employee safety reporting in its employee handbook. Employees are encouraged to promptly report safety concerns to appropriate management, who then are responsible to communicate the concerns to the Chief Safety Officer, or designee. Key city management and transit operator management communicate safety concerns on a continued basis, which include bi-monthly transit coordination meetings and vehicle coordination meetings.

5. Safety Risk Management

Safety Risk Management Process

Safety Hazard Identification

FTA defines a hazard in 49 C.F.R. § 673.5 as "any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment." Employing this terminology for this PTASP, the City of Roseville uses both external and internal sources to identify safety hazards.

External Sources

State: External sources from the State of California include CHP reports and DMV driver pull reports. These reports are reviewed by the Chief Safety Officer, or designee, and oversight agencies.

FTA: Key Staff review safety guidance published by the FTA such as general directives, safety advisories, and safety bulletins and make recommendations to the Chief Safety Officer or designee, Accountable Executive and Agency Leadership as necessary.

Other: Other external hazard identification sources include reports from the public, regional alerts, and information from the industry and oversight authorities.

Internal Sources

The City of Roseville uses the following internal safety hazard identification methods:

- Employee Safety Reporting
- Safety Coordination Meetings
- The City of Roseville Website & City Alerts (Traffic, Transit, Roadway, Weather, Flood, Special Events, etc.)
- Individual Vehicle Records & Inspection Reports
- Road Operation Reports – Spot Checks and Ride Checks
- Facility Inspection Records
- On-board Radio Communication System
- On-board Video System
- Real-time and Historical Operational Performance Monitoring
- Dispatch/Breakdown Logs
- Equipment Inspection Records
- Drug and Alcohol Testing Procedures

- Training Records
- Intelligent Transportation System Monitoring (Street cameras)
- Investigation Reports

Hazards shall be prioritized and corrected when observed or discovered. Hazards that cannot be corrected with the resources available to managers or supervisors shall be reported to the Chief Safety Officer, or designee, and may be recorded in a Hazard Log.

Any identified hazard that poses an immediate risk to transit operations, the health and safety of employees or the public, or equipment must immediately be brought to the attention of the Chief Safety Officer, or designee, and placed through the Safety Risk Management process for safety risk assessment and mitigation. Otherwise, hazards that do not pose an immediate safety risk will be evaluated through the Safety Risk Management process.

The Chief Safety Officer, or designee, will investigate hazards per the procedures outlined in the City's Injury and Illness Prevention Program (IIPP).

Safety Risk Assessment

Once hazards have been identified, the Chief Safety Officer, or designee, will conduct an assessment to determine potential consequences and risk level. Factors to be considered are the likelihood of occurrence, the severity of the consequences should there be an occurrence, and the level of exposure to the hazard. The Chief Safety Officer, or designee, will assess risks subjectively by experienced personnel using a Safety Risk Assessment Matrix.

The following hazard severity levels apply:

- Catastrophic (1) - Could Result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding $10M.
- Critical (2) - Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding $1M but less than $10M.
- Marginal (3) - Could result in one or more of the following: injuries or occupational illness resulting in one or more lost work day(s), reversible moderate environmental impact, or monetary loss equal to or exceeding $100k but less than $1M.
- Negligible (4) - Could result in one or more of the following: injuries or occupational illness not resulting in lost work day, minimum environmental impact. Or monetary loss less than $100k.

Safety Risk probability and Safety Risk severity are combined into the Safety Risk Assessment Matrix to help prioritize safety risks according to the following Safety Risk Assessment Matric table.

Safety Risk Assessment Matrix				
Likelihood/ Severity	**Catastrophic (1)**	**Critical (2)**	**Marginal (3)**	**Negligible (4)**
Frequent (A)	**HIGH**	**HIGH**	**HIGH**	**MEDIUM**

Probable (B)	**HIGH**	**HIGH**	**MEDIUM**	**MEDIUM**
Occasional (C)	**HIGH**	**MEDIUM**	**MEDIUM**	**LOW**
Remote (D)	**MEDIUM**	**MEDIUM**	**LOW**	**LOW**
Improbable (E)	**LOW**	**LOW**	**LOW**	**LOW**

Safety Risk Index	Criteria by Index
HIGH	Unacceptable – Action Required: Safety risk must be mitigated or eliminated.
MEDIUM	Undesirable – Management Decision: Executive management must decide whether to accept safety risk with monitoring or require additional action.
LOW	Acceptable with Review: Safety risk is acceptable pending management review.

Safety Risk Mitigation

The City of Roseville will use the results of safety risk assessments to help prioritize safety risks. Results of the risk assessment process will help determine whether the risk is being appropriately managed or controlled. If the risks are acceptable, the hazard will simply need monitoring. If the risks are unacceptable, steps will be taken to lower the risk to an acceptable or tolerable level, or to remove or avoid the hazard. The level of risk can be lowered by reducing the severity of the potential consequences, by reducing the likelihood of occurrence and/or by reducing the exposure to that risk.

Key strategies to minimize the types of risks that potentially exist include:

- Development and deployment of policies and procedures that address known hazards and risks,
- Discussion of other actions, strategies and procedures that might help safeguard against unknown/unforeseen risks,
- Training of drivers and other agency staff on all safety policies and procedures,
- Training of drivers and other agency staff on methodologies for handling emergencies, and
- Training of drivers and staff on proper and effective use of emergency equipment and communication technologies and protocol.

6. Safety Assurance

Safety Performance Monitoring and Measurement

As part of the Safety Assurance Process, the City of Roseville:

- **Monitors Safety Management System Compliance through:**
  - Safety audits,
  - Informal inspections,
  - Regular review of on-board camera footage to assess drivers and specific incidents,
  - Employee safety reporting program,
  - Employee accountability processes,
  - Investigation of safety occurrences,
  - Safety review prior to the launch or modification of any facet of service,
  - Daily data gathering and monitoring of data relating to the delivery of service,
  - Regular vehicle inspections and preventative maintenance, and
  - Continuous feedback between leadership at all levels of the agency.

- **Develops Effective Safety Risk Mitigations by:**
  - Monitoring safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended;
  - Establishing mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate director, manager, or supervisor;
  - Reviews the performance of safety risk mitigations during bimonthly safety coordination meetings and determines if specific safety risk mitigation is not implemented or performing as intended;
  - Implementing actions to modify mitigations not performing as intended;
  - Monitoring transit operations on a large scale to identify mitigations that may be ineffective or not implemented as intended by:
    - Reviewing results from accident, incident, and occurrence investigations,
    - Monitoring employee safety reporting,
    - Reviewing results of internal safety audits and inspections, and
    - Analyzing operational and safety data to identify emerging safety concerns.

- **Conducts investigations of safety events to identify causal factors by:**
  - Maintaining documented policies and procedures for conducting safety investigations for events (accidents, incidents, and occurrences, as identified by FTA) ;
  - Reviewing existing mitigation measures in place at the time of an event per investigation policies;
  - Maintaining documentation of results of investigations, including determination of whether:
    - The accident was preventable or non-preventable,
    - Personnel requiring discipline or retraining;
    - Casual factors indicate that a safety hazard contributed or was present; and
    - The safety event was appeared to involve an underlying organization casual factor beyond individual employee behavior.

- **Monitors Information Reported through Internal Safety Reporting Programs.**
    - Key Staff routinely review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer, or designee, ensure that the issues and concerns are investigated or analyzed through the safety risk assessment process.
    - Key staff also review the results of internal and external reviews, including audits and assessments, with findings affecting safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations. Key staff and the Chief Safety Officer, or designee, discuss relevant safety issues and concerns with the Accountable Executive and executive management and documents the results of these reviews in the Hazard Log.

Safety Committee

The Safety Committee approves the agency's PTASP and any updates to this document. This approval must occur before Roseville's City Council approves any PTASP updates.

The Safety Committee will be responsible for the following:

1. Identifying and recommending risk-based mitigations and strategies necessary to reduce the likelihood and severity of consequences identified through Roseville's risk assessment process.
2. Identifying mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended.
3. Identifying safety deficiencies for purposes of continuous improvement.

Appointments to the Safety Committee have been coordinated with our local labor organizations. The Committee will consist of an equal number of management/supervisory positions with frontline workers. The following positions have been assigned to Roseville's Safety Committee:

Front Line Workers: Dispatcher (Union - MV), Driver (Union - MV) and Transportation Technician (Union - COR)

Management/Supervisor: Safety Manager (MV), Fleet Supervisor (COR) and Transit Operations Supervisor (COR).

Fatalities

In the event of a fatality, the City of Roseville complies with all FTA drug and alcohol requirements.

In California, every driver involved in an accident that results in death, injury, or property damage over $1000, effective January 1, 2017, must report the accident on a Report of Traffic Accident Occurring in California (SR 1) form to DMV. The report forms are available at www.dmv.ca.gov, by calling 1-800-777-0133, and at CHP and DMV offices. Also, under California Vehicle Code §16002(b) the driver of a vehicle that is owned or operated by a publicly owned or operated transit system, or that is operated under contract with a publicly owned or operated transit system, and that is used to provide regularly scheduled transportation to the general public or for other official business of the system shall, within 10 days of the occurrence of the accident, report to the transit system any accident of a type otherwise required to be reported pursuant to subdivision (a) of Section 16000. MV requires driver notification to

MV Dispatch immediately in the event of an accident and maintains records of any report filed pursuant to this paragraph. The MV General Manager notifies the City of Roseville immediately, or within 24 hours, based on the severity of the event.
Management of Change
The City of Roseville is a Small Public Transportation Provider and, therefore, is not required to have a management of change process.
Continuous Improvement
The City of Roseville is a Small Public Transportation Provider and, therefore, is not required to have a continuous improvement process.

7. Safety Promotion

Competencies and Training

The Chief Safety Officer, or designee, ensures that all employees receive the training provided to understand their specific roles and responsibilities for the implementation of the Safety Management System (SMS).

All employees are required to acquire the competencies and knowledge for the consistent application of their skills as they relate to safety performance objectives. The City of Roseville dedicates resources to conduct effective safety-related skill training. The scope of the safety training is appropriate to each employee's individual safety-related job responsibilities and their role in SMS. The City's Injury and Illness Prevention Program (IIPP) describes the City's Safety Training Program for City Employees. The City may have additional training requirements for contractors, which are described in any agreements between the City and the contractor. This includes training as described in the contract between the City of Roseville and the transit operator and identified in the transit operator's Safety Policy Manual. The contracted transit operator provides ongoing training, retraining, and safety education for all safety sensitive positions, including but not limited to vehicle operators, dispatchers, and supervisory personnel, which conform to regulation agency requirements, e.g., Federal and State Departments of Transportation, California Highway Patrol and other applicable agencies.

Vehicle maintenance safety-related skill training includes the following:

- Ongoing skill training
- Hazardous material spill prevention & control
- Training provided by vendors
- Heat illness prevention
- Back injury prevention
- Equipment safety training, including but not limited to:
    - Forklift
    - Aerial
    - Crane
- Traffic control & flagging
- Welding safety
- Fire extinguisher
- Injury & Illness prevention
- Bloodborne pathogen exposure control
- Outdoor smoke protection plan
- Drug & alcohol recognition
- Fall protection
- CPR/AED & first aid
- Hearing conservation

The operations skill training for safety-sensitive positions, provided by the contracted transit operator, includes the following:

- New-hire bus vehicle operator classroom and hands-on skill training, including but not limited to:
    - Hazard communication,
    - Drug and alcohol policies and procedures,
    - Pre-trip and post trip inspections,
    - Lift operations and securement systems,
    - Onboard video systems,
    - Defensive driving and road safety,
    - Vehicle operations,
    - Accident and emergency procedures,
    - Fatigue management,
    - Bloodborne pathogens,
    - Road safety, and
    - Americans with Disabilities Act
- Driver refresher training, under the following conditions:
    - Return To Work (from inactive status) – Required when a driver/operator returns from "inactive" status (from a period of 30 days or more). In these cases, the driver must receive a one-day/8 hours "general purpose" refresher training designed to remind the driver of the general standards and defensive driving guidelines and to ensure his/her proficiency.
    - Post Accident / For cause – Required after every "preventable" accident, or whenever mandated by management for retraining / corrective purposes.
    - Seasonal – Required annually at all divisions operating in seasonal adverse weather environments (i.e.: Winter driving, onset of adverse weather, etc.).
    - Biannually – At a minimum of every two years, each driver/operator shall receive a "general purpose" refresher training.
- Ongoing training for drug & policy procedures for safety sensitive positions.
- Ongoing training for dispatchers, operations supervisors and managers.
- Other safety-related training, including:
    - System, security & emergency preparedness plan,
    - Heat illness prevention plan,
    - Injury prevention program, and
    - Hazardous materials safety data sheets.

Safety Communication

The primary goal of safety promotion at the City of Roseville is to develop a positive safety culture that allows the SMS to succeed. A positive safety culture of the City of Roseville is one which is clearly communicated throughout the organization. This approach will foster informed employees that understand safety risks and are provided with the necessary knowledge, training, and resources that allow them to work continuously to identify risks and enhance safety.

The City of Roseville uses communication tools tailored to meet the needs of the public, employees, and contractors. Some of the tools the City of Roseville uses to communicate safety messages include:

- Email
- Bulletin board postings

- Posters
- Public service announcements
- Staff meetings
- Public meetings
- Social media posts
- City of Roseville website
- Internal employee website (HUB)
- Newsletters

Roseville Transit's Public Participation Plan of the City of Roseville Title VI Program provides further guidance for public involvement associated with specified FTA funded activities. Additional information on employee safety communication is included in the IIPP.

The contracted transit operator may use the tools listed above or use other tools tailored specifically to meet the needs of the contracted transit employees to communicate safety messages.

8. Additional Information

The City of Roseville maintains documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this ASP; and the results from its SMS processes and activities for three years after creation. They will be available to the FTA or other Federal or oversight entity upon request.

9. Definitions

Accident means an Event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; and an evacuation for life safety reasons.

Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the PTASP; responsibility for carrying out the agency's Transit Asset Management (TAM) Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with **49 U.S.C. 5329(d)**, and the City's TAM Plan in accordance with **49 U.S.C. 5326**.

Chief Safety Officer means an individual who has responsibility for safety and meets the requirements specified at 49 C.F.R.§673.5 and §673.23(d)(2).

Event means any Accident, Incident, or Occurrence.

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of Roseville Transit.

Investigation means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under **49 U.S.C. Chapter 53.**

National Transit Database: means Nation's source for information and statistics on the transit systems of the United States.

Occurrence means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of Roseville Transit.

Performance Measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Public Transportation Agency Safety Plan means the documented comprehensive agency safety plan for a transit agency that is required by **49 U.S.C. 5329.**

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation means a method or methods to eliminate or reduce the effects of hazards.

Roseville Transit Agency Safety Plan means the City of Roseville's Public Transportation Agency Safety Plan.

Safety Assurance means processes within the City's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the City meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy means the City's documented commitment to safety, which defines the City's safety objectives and the accountabilities and responsibilities of its employees in regard to public transportation safety.

Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of the City's public transportation safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Performance Target means a Performance Target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk Assessment means the formal activity whereby the City determines Safety Risk Management priorities by establishing the significance or value of its public transportation safety risks.

Safety Risk Management means a process within the City's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious Injury means any injury which:

- Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received;

- Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider means a recipient or subrecipient of Federal financial assistance under **49 U.S.C. 5307** that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State Safety Oversight Agency means an agency established by a State that meets the requirements and performs the functions specified by **49 U.S.C. 5329(e)** and the regulations set forth in **49 CFR part 674.**

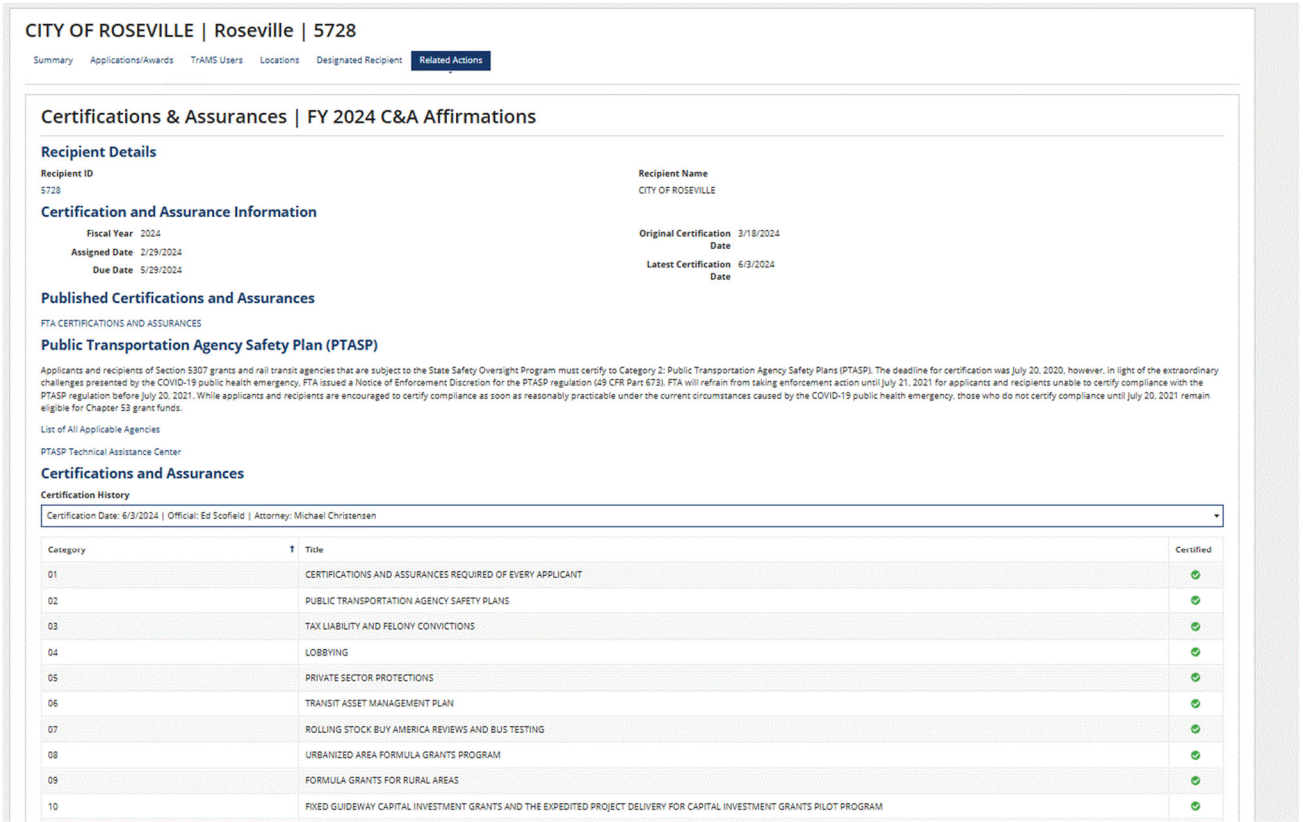
Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by **49 U.S.C. 5326** and **49 CFR part 625.**

Vehicle Revenue Miles means the hours that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue hours include: Layover / recovery time. Vehicle revenue hours exclude: Deadhead; Operator training; Vehicle maintenance testing; and School bus and charter services.

10. Attachments

1. City Council Approval (2020 & 2023)
2. Certification of Compliance (2024)
3. City of Roseville Injury and Illness Prevention Program (2019)
4. MV Safety Policy Manual

[insert Resolution]



CITY OF ROSEVILLE | Roseville | 5728

Summary | Applications/Awards | TrAMS Users | Locations | Designated Recipient | Related Actions

Certifications & Assurances | FY 2024 C&A Affirmations

Recipient Details

Recipient ID
5728

Recipient Name
CITY OF ROSEVILLE

Certification and Assurance Information

Fiscal Year 2024
Assigned Date 2/29/2024
Due Date 5/29/2024

Original Certification Date 3/18/2024
Latest Certification Date 6/3/2024

Published Certifications and Assurances

FTA CERTIFICATIONS AND ASSURANCES

Public Transportation Agency Safety Plan (PTASP)

Applicants and recipients of Section 5307 grants and rail transit agencies that are subject to the State Safety Oversight Program must certify to Category 2: Public Transportation Agency Safety Plans (PTASP). The deadline for certification was July 20, 2020, however, in light of the extraordinary challenges presented by the COVID-19 public health emergency, FTA issued a Notice of Enforcement Discretion for the PTASP regulation (49 CFR Part 673). FTA will refrain from taking enforcement action until July 21, 2021 for applicants and recipients unable to certify compliance with the PTASP regulation before July 20, 2021. While applicants and recipients are encouraged to certify compliance as soon as reasonably practicable under the current circumstances caused by the COVID-19 public health emergency, those who do not certify compliance until July 20, 2021 remain eligible for Chapter 53 grant funds.

List of All Applicable Agencies

PTASP Technical Assistance Center

Certifications and Assurances

Certification History

Certification Date: 6/3/2024 | Official: Ed Scofield | Attorney: Michael Christensen

Category	Title	Certified
01	CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT	✓
02	PUBLIC TRANSPORTATION AGENCY SAFETY PLANS	✓
03	TAX LIABILITY AND FELONY CONVICTIONS	✓
04	LOBBYING	✓
05	PRIVATE SECTOR PROTECTIONS	✓
06	TRANSIT ASSET MANAGEMENT PLAN	✓
07	ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING	✓
08	URBANIZED AREA FORMULA GRANTS PROGRAM	✓
09	FORMULA GRANTS FOR RURAL AREAS	✓
10	FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM	✓

[Insert Certification of Compliance]

City Council Communication

Meeting Date: 1/21/2026
Item #: VII.4
File #: 0900-04
Item ID: 2025-638

Title:	Stoney Point Way Drainage Repair Project - Approval of Plans and Specifications and Authorization to Call for Bids
Contact:	Laura Salcedo 916-774-5437 lsalcedo@roseville.ca.us

SUMMARY

Staff recommends approval of plans and specifications for the Stoney Point Way Drainage Repair Project and authorization for staff to call for bids. The project scope consists of rehabilitating approximately 1,427 linear feet of existing 54-inch corrugated metal storm drain pipe with a concrete spray applied liner, along with the rehabilitation of two manhole bases. The construction of the project is estimated to cost $1.5 million and will be funded through the Highway Users Tax Fund. No General Fund resources will be used for the project.

RECOMMENDATION

Staff recommends the City Council approve the plans and specifications for the Stoney Point Way Drainage Repair Project and authorize staff to call for bids.

BACKGROUND

The Stoney Point Way Drainage Repair Project will rehabilitate approximately 1,427 linear feet of existing 54-inch corrugated metal storm drain pipe to proactively maintain aging storm drain infrastructure within the Maidu neighborhood.

The City will implement a trenchless rehabilitation method that minimizes surface disruption. This approach includes patching and applying a spray-on concrete liner to the interior of the pipes, restoring structural integrity and improving flow efficiency.

By opting for trenchless rehabilitation instead of full pipe replacement, the City expects to save approximately 30–40% in project costs while achieving a like-new condition. This cost-effective strategy allows the utility to maintain critical infrastructure while preserving surface features and reducing construction impacts.

Construction of the project is anticipated to begin and be completed in the summer of 2026. Staff has included a schedule within the contract that was created in coordination with the adjacent elementary school. The schedule will allow a majority of construction to take place while school is not in session to avoid impacts during the school year. Construction plans and specifications for the project have been completed and are attached.

PUBLIC OUTREACH

Public Works staff will work closely with our Public Affairs and Communications team to keep the community and stakeholders informed of the project and its impacts.

FISCAL IMPACT

Construction of the project is estimated to cost $1.5 million and will be funded by the Highway Users Tax Fund. It is anticipated a budget adjustment will be recommended to fund the project when staff returns to Council to award construction to the lowest responsible bidder.

ENVIRONMENTAL REVIEW

The proposed project involves the repair and maintenance of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Laura Salcedo, Assistant Engineer

Jason Shykowski, Public Works Director

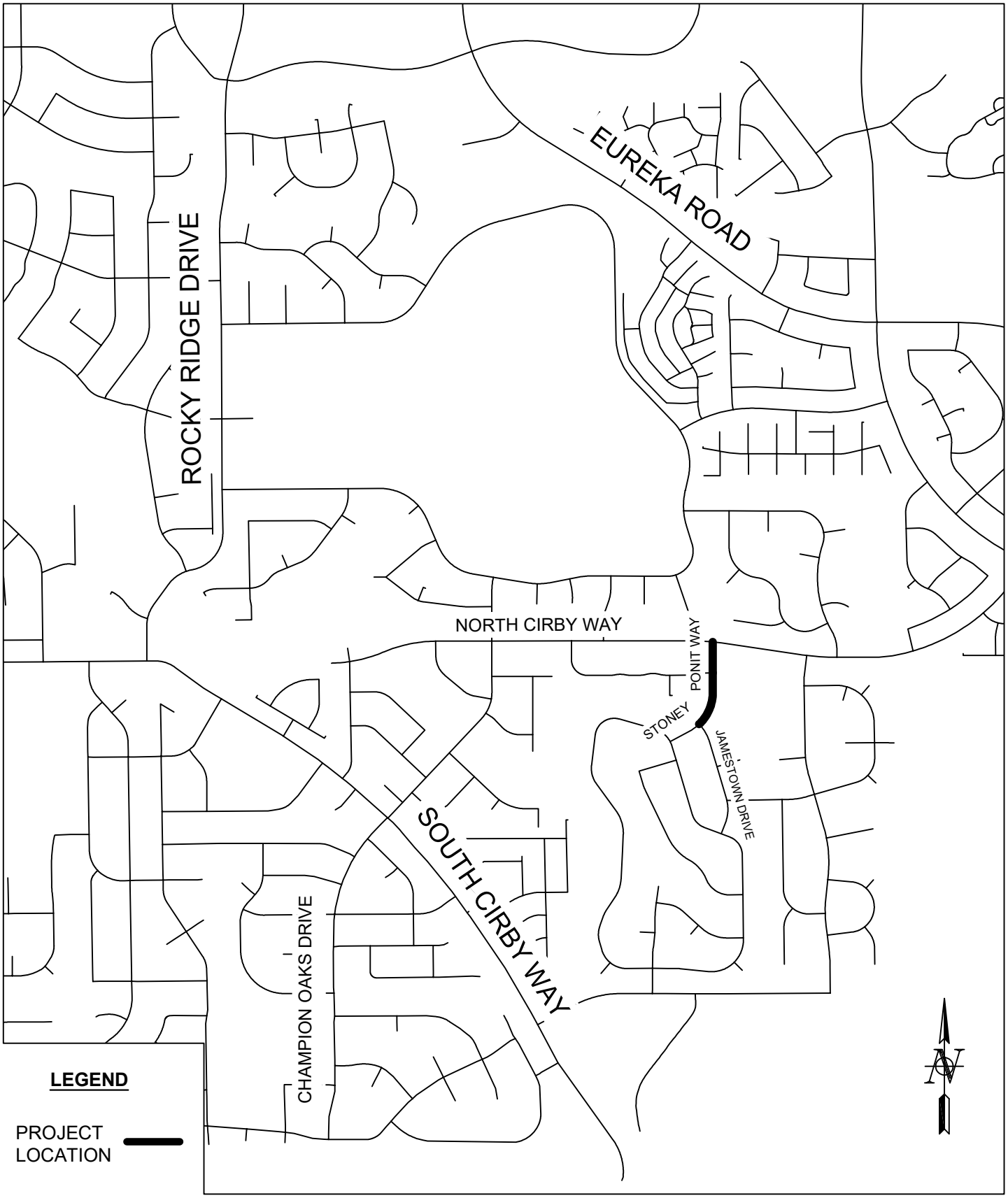
ATTACHMENTS:

1. Vicinity Map
2. Plans
3. Project Manual
4. Notice of Exemption - Class 1

REVIEWERS:

Laura Salcedo, Public Works Department - Engineering - City Project's	Created/Initiated - 11/4/2025
Jesse Khatkar, Public Works Department - Engineering - City Project's	Approved - 12/17/2025
Noah Siviglia, Public Works Department - Engineering - Traffic Engineering	Approved - 12/17/2025
Stefanie Kemen, Public Works Department - Engineering - Traffic Engineering	Approved - 12/18/2025
Gretchen Hakala, City Clerk Department	Approved - 12/19/2025
Kelly Aye, City Attorney Department	Approved - 1/5/2026
Katrina Six, City Clerk Department	Approved - 1/5/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/6/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/7/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/8/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/8/2026
Katrina Six, City Clerk Department	Final Approval - 1/8/2026

STONEY POINT WAY DRAINAGE REPAIR PROJECT- LOCATION MAP



EN25-0302

PROJECT NO. 500494

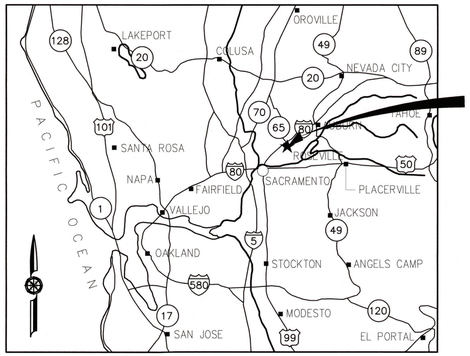
SHEET LIST TABLE

SHT NO.	DWG NO.	SHEET TITLE
1	G-1	TITLE SHEET
2	G-2	GENERAL NOTES
3	G-3	CONSTRUCTION ACCESS & STAGING AREA
4	C-1	OVERALL SITE PLAN
5	C-2	SITE PLAN
6	C-3	SITE PLAN

CITY OF ROSEVILLE CALIFORNIA

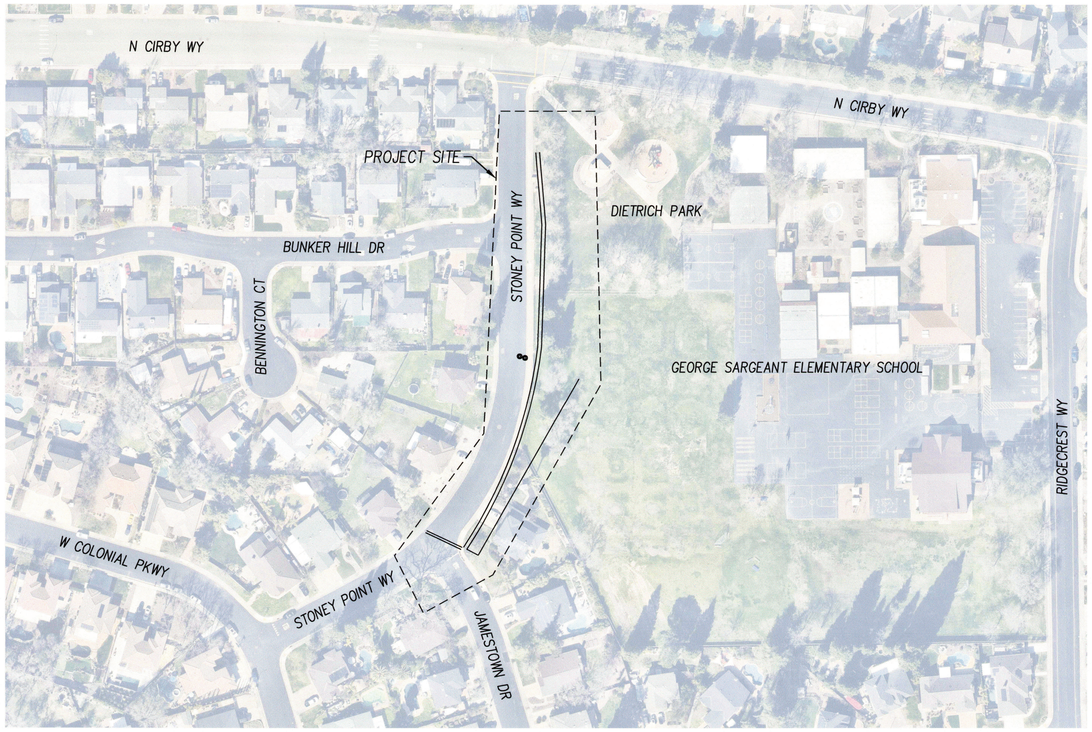
STONEY POINT WAY DRAINAGE REPAIR PROJECT

STONEY POINT WAY BETWEEN NORTH CIRBY WAY AND JAMESTOWN DRIVE



VICINITY MAP

SCALE: NTS



LOCATION MAP

SCALE: 1" = 100'

UTILITY CONTACTS			
UTILITY	COMPANY	REPRESENTATIVES	PHONE
SEWER	CITY OF ROSEVILLE	TRACIE MUELLER	916-774-5688
WATER	CITY OF ROSEVILLE	JANICE GAINEY	916-774-5535
STORM DRAIN	CITY OF ROSEVILLE	CORY QUEIPO	916-774-5790
ELECTRIC	CITY OF ROSEVILLE	CATHERINE SHIRLEY	916-774-5686
GAS	PACIFIC GAS & ELECTRIC	DAVE BOND	530-889-3261

DIGALERT

DIAL TOLL FREE
1-800-642-2444
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF NORTHERN CALIFORNIA

SUBMITTED BY:

12/5/2025

RESPONSIBLE ENGINEER IN CHARGE — DATE
MICHAEL S. MASSARO, P.E.

CITY OF ROSEVILLE
DEPT. OF PUBLIC WORKS

APPROVAL RECOMMENDED BY:

12/16/25

PRINCIPAL ENGINEER — DATE
NOAH SIVIGILA
R.C.E 87197

DEPT. OF PUBLIC WORKS

APPROVED BY:

12/16/2025

PUBLIC WORKS ENGINEER — DATE
JASON SHYKOWSKI
R.C.E 58234

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

BENCH MARK ELEV : 163.770 DATUM : NAVD 88
DESCRIPTION :
CITY BM 64:
3 1/4" BRASS CAP STAMPED 2018 PLS 8278, TOP OF CURB SOUTHEAST CORNER OF LEE WAY AND CHAMPION OAKS DRIVE.

DESIGN BY :	C.RAGANIT
DRAWN BY :	M.AL-QUDSI
CHECKED BY :	M.MASSARO
SCALE :	AS SHOWN
DATE :	12/5/2025
PROJ NO. :	22378-300

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

BENEN
1082 Sunrise Avenue, Suite 100
Roseville, California 95661
T 916.783.4100

STONEY POINT WAY DRAINAGE REPAIR PROJECT

CITY OF ROSEVILLE CALIFORNIA

TITLE SHEET

CITY OF ROSEVILLE — CALIFORNIA

G-1
1 OF 6

Login Name: cnguell
Plot Date: December 05, 2025 - 9:28 am; Plot Style: ###
File Name: P:\Proj\22378-03-Roseville-Stoney Point Repair\03-PLANS\MASTERS\SHEETS\22378-03_01_G-1 TITLE SHEET.dwg
BIM 360: 22378-03-Civil | 22378-03_Civil-ACDM

GENERAL NOTES:

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE LATEST EDITION AND AMENDMENTS OF THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS, AND 2022 STATE STANDARD SPECIFICATIONS AND PLANS.

2. THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL SYSTEM. THE CONTRACTORS SHALL NOTIFY THE U.S.A. CENTER 72 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING 1-800-227-2600.

3. THE CONTRACTOR SHALL MARK IN WHITE PAINT ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A., AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS ON THE JOB SITE.

5. ANY EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE.

6. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE ENGINEERING DIVISION OF PUBLIC WORKS BEFORE START OF WORK IN RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH CALIFORNIA MUTCD LATEST EDITION. MAINTAIN LANES OPENED AS SPECIFIED IN THE SPECIAL PROVISIONS UNLESS OTHERWISE SHOWN ON THE PLANS. TRAFFIC CONTROL HOURS ARE SUBJECT TO LIMITATION BY THE CITY. IF, AS A PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER 72 HOURS IN ADVANCE OF SETTING UP THIS CLOSURE. CONTRACTOR SHALL ASSIST WITH DISTRIBUTION OF NOTICES.

7. THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION MEETING ONE-WEEK PRIOR TO STARTING WORK. MEMBERS OF THE CITY OF ROSEVILLE DEVELOPMENT SERVICES DEPARTMENT, ENVIRONMENTAL UTILITIES DEPARTMENT, PARKS, RECREATION, & LIBRARIES DEPARTMENT (PRL), AND ALL OTHER UTILITY REPRESENTATIVES SHALL BE NOTIFIED BY THE CONTRACTOR AS TO THE DATE AND LOCATION OF THE MEETING. A SCHEDULE SHALL BE PROVIDED TWO WEEKS IN ADVANCE PRIOR TO PRE-CONSTRUCTION MEETING.

8. THE CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR MAKE REPLACEMENT OF ALL CRACKED AND OTHERWISE PRE-EXISTING DAMAGED PUBLIC IMPROVEMENTS ALONG THE FRONTAGE OF THE PROJECT SITE AND ANY DAMAGE RESULTING FROM CONSTRUCTION TO CURRENT CITY STANDARDS AND AT THEIR OWN EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE DEVELOPMENT SERVICES CONSTRUCTION INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY ACCEPTANCE OF THE IMPROVEMENTS.

9. THE CONTRACTOR SHALL RESTORE ANY DAMAGES CAUSED BY PROPOSED WORK TO LANDSCAPING, IRRIGATION, PRIVATE IMPROVEMENTS AND OTHER EXISTING FEATURES.

10. PROTECT ALL PARK ASSETS AND FENCE OFF TO THE PUBLIC DURING CONSTRUCTION.

11. ALL LANDSCAPE AND IRRIGATION REPAIRS SHALL COMPLY WITH THE PARK CONSTRUCTION STANDARDS, LATEST EDITION, OR WITH APPROVAL OF PROPERTY OWNER.

12. ANY REPAIRS THAT ARE MORE THAN LIKE TO LIKE REPLACEMENTS SHALL REQUIRE SHOP DRAWING SUBMITTALS FOR PRL'S REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION. LIKE FOR LIKE REPLACEMENTS WILL REQUIRE MANUFACTURER CUT SHEETS AND FOOTING RECOMMENDATIONS.

13. PROVIDE SAFE PEDESTRIAN DETOURS, IF NEEDED, THROUGH THE PARK SITE TO THE SCHOOL'S ADVENTURE CLUB.

VERIFICATION-LOCATION:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL EXISTING UNDERGROUND UTILITIES, WHETHER OR NOT THEY ARE SHOWN ON THESE PLANS. THE CONTRACTOR SHALL CONTACT U.S.A. AND HAVE UTILITIES MARKED AT LEAST 72 HOURS BEFORE BEGINNING WORK. WHERE MARKINGS ARE NEAR PROPOSED FOUNDATIONS, THE CONTRACTOR SHALL LOCATE UNDERGROUND UTILITIES BY POT HOLING PRIOR TO EXCAVATING.

2. THE CONTRACTOR IS SOLELY RESPONSIBLE TO PROVIDE ALL LABOR AND EQUIPMENT NECESSARY TO LOCATE EXISTING UNDERGROUND FACILITIES BEYOND THE INFORMATION PROVIDED BY U.S.A. MARKING INCLUDE, BUT NOT LIMITED TO, METAL DETECTORS, WIRE LOCATIONS (OR WIRE LOCATING EQUIPMENT), AND POTHOLING.

3. IN CASE OF BORING, CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

AIR QUALITY:

THE FOLLOWING NOTES ARE PROVIDED AS REFERENCE TO APPLICABLE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT ADOPTED RULES AND REGULATIONS. COMPLIANCE WITH ALL APPLICABLE APCD RULES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. AIR QUALITY RULES ARE ENFORCED SOLELY BY THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT.

1. CONSTRUCTION EQUIPMENT EXHAUST EMISSIONS SHALL NOT EXCEED PLACER COUNTY APCD RULE 202 VISIBLE EMISSION LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS ARE TO BE IMMEDIATELY NOTIFIED BY APCD TO CEASE OPERATIONS AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. (BASED ON APCD RULE 202)

2. THE CONTRACTOR SHALL SUSPEND ALL GRADING OPERATIONS WHEN FUGITIVE DUST EXCEEDS PLACER COUNTY APCD RULE 228 (FUGITIVE DUST) LIMITATIONS. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING AN INDIVIDUAL WHO IS CARB-CERTIFIED TO PERFORM VISIBLE EMISSIONS EVALUATIONS (VEE). THIS INDIVIDUAL SHALL EVALUATE COMPLIANCE WITH RULE 228 ON A WEEKLY BASIS. IT IS TO BE NOTED THAT FUGITIVE DUST IS NOT TO EXCEED 40% OPACITY AND NOT GO BEYOND THE PROPERTY BOUNDARY AT ANY TIME. LIME OR OTHER DRYING AGENTS UTILIZED TO DRY OUT WET GRADING AREAS SHALL NOT EXCEED PLACER COUNTY APCD RULE 228 FUGITIVE DUST LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS WILL BE NOTIFIED BY APCD AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. ALL PROJECTS IN EXCESS OF 5 ACRES SHALL HAVE AN APPROVED DUST CONTROL PLAN FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT. (BASED ON APCD RULE 228)

3. DURING CONSTRUCTION, TRAFFIC SPEEDS ON ALL UNPAVED SURFACES SHALL BE LIMITED TO 15 MILES PER HOUR OR LESS. (BASED ON APCD RULE 228 / SECTION 401.2)

4. DURING CONSTRUCTION, NO OPEN BURNING OF REMOVED VEGETATION SHALL BE ALLOWED UNLESS PERMITTED BY THE PCAPCD. ALL REMOVED VEGETATIVE MATERIAL SHALL BE EITHER CHIPPED ON SITE OR TAKEN TO AN APPROPRIATE RECYCLING SITE, OR IF A SITE IS NOT AVAILABLE, A LICENSED DISPOSAL SITE. (BASED ON APCD RULE 310)

5. A PERSON SHALL NOT DISCHARGE INTO THE ATMOSPHERE VOLATILE ORGANIC COMPOUNDS (VOC'S) CAUSED BY THE USE OR MANUFACTURE OF CUTBACK OR EMULSIFIED ASPHALTS FOR PAVING, ROAD CONSTRUCTION OR ROAD MAINTENANCE, UNLESS SUCH MANUFACTURE OR USE COMPLIES WITH THE PROVISIONS RULE 217. (BASED ON APCD RULE 217).

EROSION/ / SEDIMENT CONTROL:

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE WATER POLLUTION CONTROL PLAN (WPCP) FOR THIS PROJECT OR AS DETERMINED BY THE CITY INSPECTOR. THE WPCP IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT.

2. A COPY OF THE WPCP SHALL BE KEPT AT THE PROJECT SITE AT ALL TIMES.

3. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE WPCP AND/OR AS DIRECTED BY CITY QSD.

4. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED IN ACCORDANCE WITH THE WPCP.

5. THE CONTRACTOR SHALL ESTABLISH A SPECIFIC SITE WITHIN THE DEVELOPMENT FOR MAINTENANCE AND STORAGE OF EQUIPMENT OR ANY OTHER ACTIVITY THAT MAY ADVERSELY CONTRIBUTE TO THE WATER QUALITY OF THE RUNOFF IN ACCORDANCE WITH THE WPCP.

ABBREVIATIONS:

∠	ANGLE
AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AP	ANGLE POINT
BC	BEGIN CURVE
BCR	BEGIN CURB RETURN
BSW	BACK OF SIDEWALK
C&G	CURB AND GUTTER
CCCP	CENTRIFUGALLY CAST CONCRETE PIPE
CG&S	CURB, GUTTER AND SIDEWALK
CH	CHORD
℄	CENTER LINE
CLR	CLEAR
CO	CLEANOUT
CONC	CONCRETE
CONST	CONSTRUCT
CTV	CABLE TV
CR	CURB RETURN
DE	DEAD END
DI	DRAINAGE INLET
DRWY	DRIVEWAY
DWG	DRAWING
EC	END CURVE
ECR	END CURB RETURN
EG	EXISTING GRADE
EJ	EXPANSION JOINT
EL,ELEV	ELEVATION
EP	EDGE OF PAVEMENT
ESMT	EASEMENT
EX	EXISTING
FC	FACE OF CURB
FD	FOUND
FG	FINISHED GROUND
FH	FIRE HYDRANT
FL	FLOW LINE
FM	FORCE MAIN
G	GAS
GB	GRADE BREAK
GFL	GUTTER FLOW LINE
GR	GRATE
GV	GATE VALVE
HP	HIGH POINT
HR	HANDICAP RAMP
INV	INVERT
IP	IRON PIPE
JP	JOINT POLE
L=	LENGTH
LF	LINEAR FEET
LH	LAMPHOLE
LT	LEFT
LP	LOW POINT
ME	MAINTENANCE EASEMENT
MH	MANHOLE
MP	MIDPOINT
MT	MAINLINE TAP
OH	OVERHEAD
PB	PULL BOX
PCC	POINT OF COMPOUND CURVE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PP	POWER POLE
PRC	POINT OF REVERSE CURVE
PS	PLANTER STRIP
PT	POINT
PUE	PUBLIC UTILITY EASEMENT
PVMT	PAVEMENT
R,R=	RADIUS
RT	RIGHT
R/W	RIGHT-OF-WAY
S=	SLOPE
SD	STORM DRAIN
SDCO	STORM DRAIN CLEANOUT
SDMH	STORM DRAIN MH
SDWK,SW	SIDEWALK
SECT	SECTION
SHT	SHEET
SS	SANITARY SEWER
SSDE	SANITARY SEWER DEAD END
SSLH	SANITARY SEWER LAMPHOLE
SSMH	SANITARY SEWER MANHOLE
SSMT	SANITARY SEWER MAINLINE TAP
STA	STATION
T	TELEPHONE
TC	TOP OF CURB
TCE	TEMPORARY CONSTRUCTION ENTRANCE
TYP	TYPICAL
W,WTR	WATER
WV	WATER VALVE
XW	CROSSWALK

LEGEND:

	EXISTING	PROPOSED
FENCE (CHAINLINK)		
FENCE (WOOD)		
STORM DRAIN	SD 12"SD SD	SD 12"SD SD
STORM DRAIN MANHOLE	D	D
STORM DRAIN CATCH BASIN		
SANITARY SEWER	S 4"SS S	
SANITARY SEWER MANHOLE	S	
FIRE HYDRANT		
WATER MAIN	W 12"W W	
WATER MANHOLE	W	
WATER SERVICE METER	W	
WATER VALVE	W	
ELECTRICAL PULLBOX	E	
STREET LIGHT		
GAS MAIN	G	
UNDERGROUND ELECTRICAL	E E	
EASEMENT		
PROPERTY LINE		
R/W LINE		

NO.	REVISIONS	BY	DATE
6			
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BENCH MARK ELEV : 163.770 DATUM : NAVD 88
DESCRIPTION :
CITY BM 64:
3 1/4" BRASS CAP STAMPED 2018 PLS 8278, TOP OF CURB SOUTHEAST CORNER OF LEE WAY AND CHAMPION OAKS DRIVE.

DESIGN BY :	C.RAGANIT
DRAWN BY :	M.AL-QUDSI
CHECKED BY :	M.MASSARO
SCALE :	NOT TO SCALE
DATE :	12/5/2025
PROJ NO. :	22378-300

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

IS NO. 8278 MICHAEL S. MASSARO REGISTERED PROFESSIONAL ENGINEER CIVIL STATE OF CALIFORNIA

BENEN
1082 Sunrise Avenue, Suite 100
Roseville, California 95661
T 916.783.4100

CITY OF ROSEVILLE CALIFORNIA
CITY OF ROSEVILLE

STONEY POINT WAY DRAINAGE REPAIR PROJECT

GENERAL NOTES

CALIFORNIA

G-2
2 OF 6

Login Name: raganit
Plot Date: Dec 05, 2025 - 8:28 am; Plot Style: ###
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XREFS: BDK-22378-03_1_22x24 | 22378-03_XR-AERIAL

LEGEND:

- STAGING AREA
- EXISTING EASEMENT
- LIMITS OF EASEMENT

40 0 40 80

SCALE IN FEET

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BENCH MARK ELEV : 163.770 DATUM : NAVD 88

DESCRIPTION :

CITY BM 64:
3 1/4" BRASS CAP STAMPED 2018 PLS 8278, TOP OF CURB SOUTHEAST CORNER OF LEE WAY AND CHAMPION OAKS DRIVE.

DESIGN BY :	C.RAGANIT
DRAWN BY :	M.AL-QUDSI
CHECKED BY :	M.MASSARO
SCALE :	1"=40'
DATE :	12/5/2025
PROJ NO. :	22378-300

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LICENSED PROFESSIONAL ENGINEER MICHAEL S. MASSARO CIVIL STATE OF CALIFORNIA

BENEN
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Roseville, California 95661
T 916.783.4100

CITY OF ROSEVILLE CALIFORNIA

STONEY POINT WAY DRAINAGE REPAIR PROJECT

CONSTRUCTION ACCESS & STAGING AREA

CITY OF ROSEVILLE CALIFORNIA

G-3

3 OF 6

Login Name: cragonit
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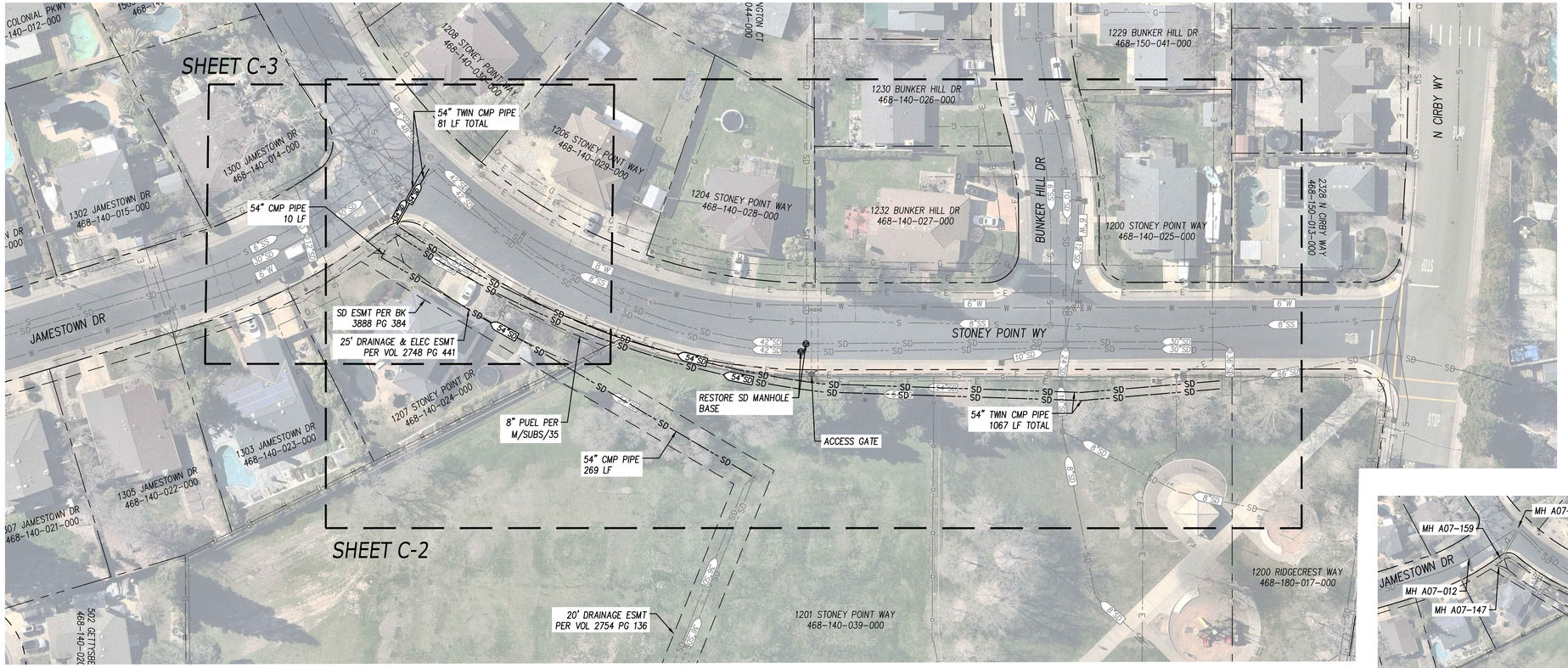
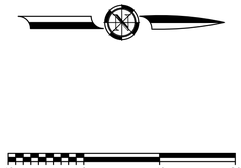
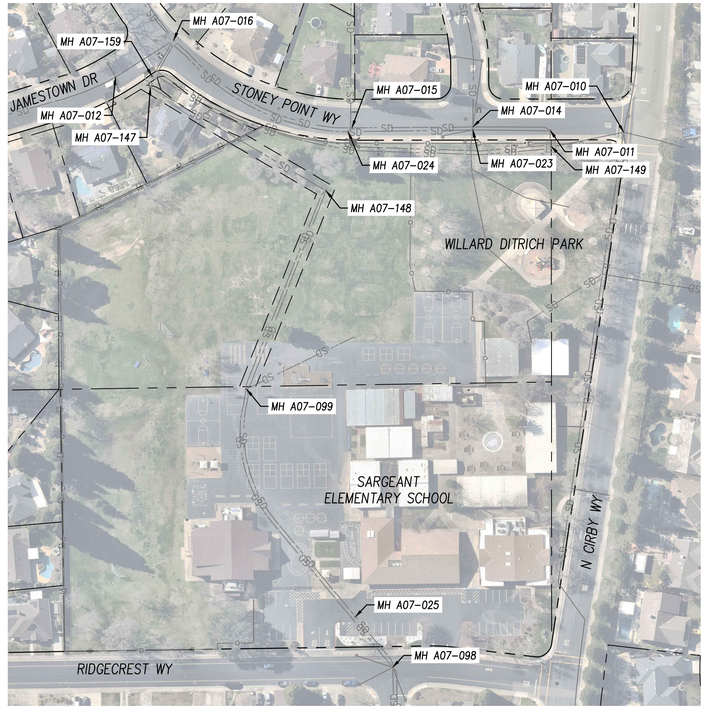
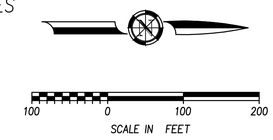


PROJECT AREA





EXISTING STORM DRAIN MANHOLES



NO.	REVISIONS	BY	DATE
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BENCH MARK ELEV : 163.770 DATUM : NAVD 88
DESCRIPTION :
CITY BM 64:
3 1/4" BRASS CAP STAMPED 2018 PLS 8278, TOP OF CURB SOUTHEAST CORNER OF LEE WAY AND CHAMPION OAKS DRIVE.

DESIGN BY :	C.RAGANIT
DRAWN BY :	C.RAGANIT
CHECKED BY :	M.MASSARO
SCALE :	AS SHOWN
DATE :	12/5/2025
PROJ NO. :	22378-300

VERIFY SCALE
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Roseville, California 95661
T 916.783.4100

STONEY POINT WAY DRAINAGE REPAIR PROJECT

CITY OF ROSEVILLE CALIFORNIA

OVERALL SITE PLAN

CITY OF ROSEVILLE CALIFORNIA

C-1
4 OF 6

Login Name: cragonit
Plot Date: December 05, 2025 - 9:26 am; Plot Style: ###
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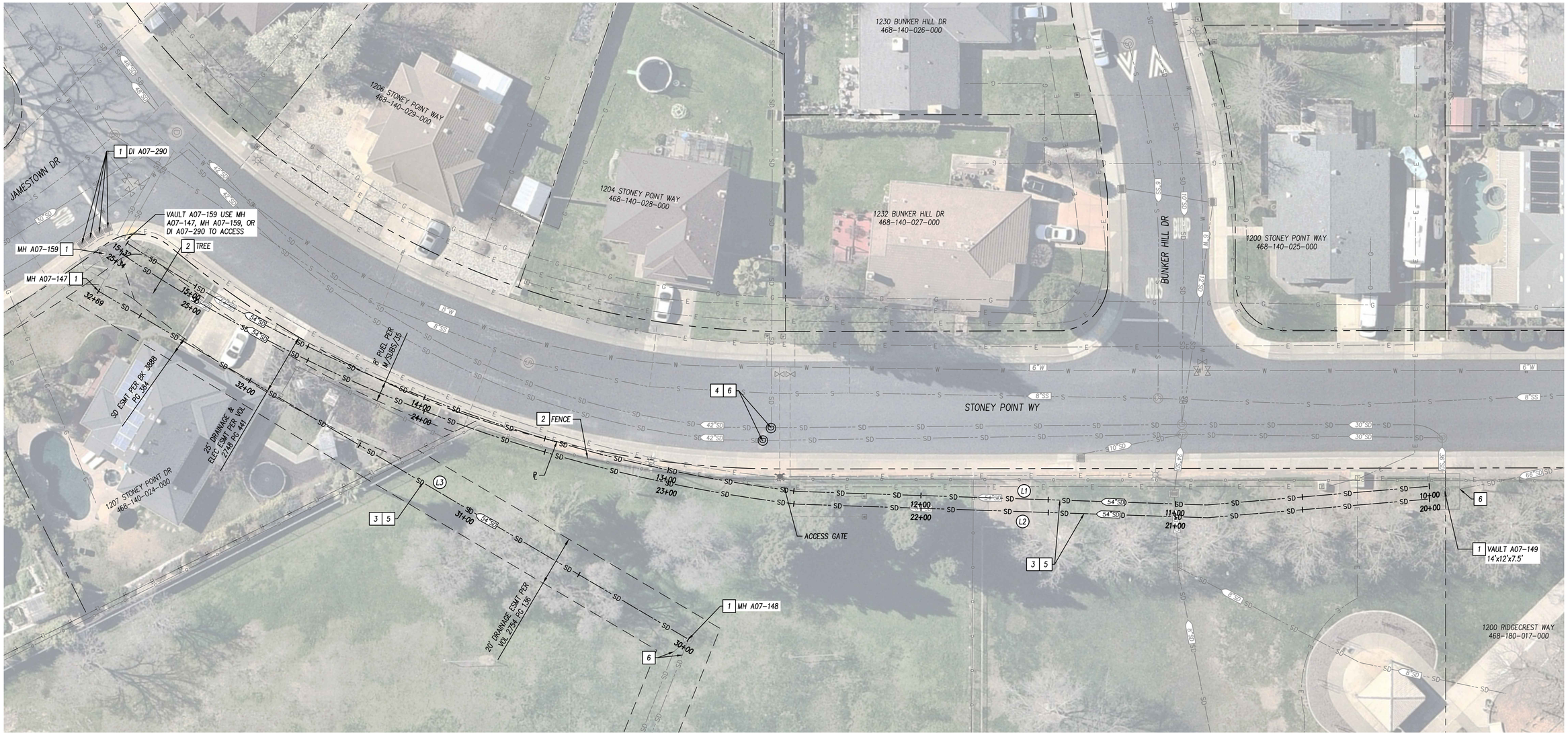

CONSTRUCTION NOTES:

1. STORM DRAIN ACCESS POINT
2. PROTECT IN PLACE
3. REPAIR PIPE INVERT USING GROUT PER SPECIFICATIONS BEFORE CCCP REHABILITATION
4. RESTORE MANHOLE BASE WITH NON-SHRINKING MORTAR PER CITY OF ROSEVILLE DRAINAGE CONSTRUCTION STANDARDS SECTION 101
5. CCCP EXISTING STORM DRAIN PIPE
6. DISC PLUG UPSTREAM PIPELINE(S) DURING WORK. MONITOR FLOW AT UPSTREAM MANHOLE. CONTRACTOR TO MANAGE DRAINAGE SYSTEM FLOWS TO PROTECT WORK AND NOT HAVE DRAINAGE EXCEED THE STORAGE CAPACITY OF THE UPSTREAM DRAINAGE SYSTEM WHEN PLUGGED

PROPOSED CCCP QUANTITIES		
PIPE	DIAMETER	LENGTH
L1	54"	532 LF
L2	54"	535 LF
L3	54"	269 LF

NO.	REVISIONS	BY	DATE
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BENCH MARK ELEV : 163.770 DATUM : NAVD 88
DESCRIPTION :
CITY BM 64:
3 1/4" BRASS CAP STAMPED 2018 PLS 8278, TOP OF CURB SOUTHEAST CORNER OF LEE WAY AND CHAMPION OAKS DRIVE.

DESIGN BY :	C.RAGANIT
DRAWN BY :	M.AL-QUDSI
CHECKED BY :	M.MASSARO
SCALE :	1"=20'
DATE :	12/5/2025
PROJ NO. :	22378-300

VERIFY SCALE
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REGISTERED PROFESSIONAL ENGINEER MICHAEL S. MASSARO NO. C61733 STATE OF CALIFORNIA CIVIL

BENEN
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Roseville, California 95661
T 916.783.4100

CITY OF ROSEVILLE CALIFORNIA
CITY OF ROSEVILLE

STONEY POINT WAY DRAINAGE REPAIR PROJECT

SITE PLAN
STA 10+00 to STA 32+69

CALIFORNIA

C-2
5
OF
6

Login Name: cragonit
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CONSTRUCTION NOTES:

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2. PROTECT IN PLACE
3. REPAIR PIPE INVERT USING GROUT PER SPECIFICATIONS BEFORE CCCP REHABILITATION
4. RESTORE MANHOLE BASE WITH NON-SHRINKING MORTAR PER CITY OF ROSEVILLE DRAINAGE CONSTRUCTION STANDARDS SECTION 101
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6. DISC PLUG UPSTREAM PIPELINE(S) DURING WORK. MONITOR FLOW AT UPSTREAM MANHOLE. CONTRACTOR TO MANAGE DRAINAGE SYSTEM FLOWS TO PROTECT WORK AND NOT HAVE DRAINAGE EXCEED THE STORAGE CAPACITY OF THE UPSTREAM DRAINAGE SYSTEM WHEN PLUGGED

PROPOSED CCCP QUANTITIES		
PIPE	DIAMETER	LENGTH
L4	54"	10 LF
L5	54"	40 LF
L6	54"	41 LF

10 0 10 20
SCALE IN FEET

NO.	REVISIONS	BY	DATE
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BENCH MARK ELEV : 163.770 DATUM : NAVD 88
DESCRIPTION :
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DESIGN BY :	C.RAGANIT
DRAWN BY :	M.AL-QUDSI
CHECKED BY :	M.MASSARO
SCALE :	1"=10'
DATE :	12/5/2025
PROJ NO. :	22378-300

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MICHAEL S. MASSARO
No. C64733
CIVIL
STATE OF CALIFORNIA

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1082 Sunrise Avenue, Suite 100
Roseville, California 95661
T 916.783.4100

CITY OF ROSEVILLE CALIFORNIA

STONEY POINT WAY DRAINAGE REPAIR PROJECT

SITE PLAN
STA 40+00 to STA 60+41

CITY OF ROSEVILLE CALIFORNIA

C-3
6 OF 6

Login Name: cragonit
Plot Date: Friday, December 05, 2025 - 8:28 am; Plot Style: ###
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Streets & Bridges
Project Manual

Name of project:

Stoney Point Way Drainage Repair Project
City Project # 500494

Department:

Public Works—Engineering

CITY OF ROSEVILLE CALIFORNIA

Project No. 500494

The special provisions contained herein have been prepared by or under the direction of the following Registered Persons:

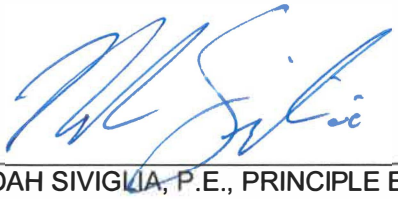
STORM DRAINS

Michael S. Massaro, Registered Engineer – C 64733

STONEY POINT WAY DRAINAGE REPAIR PROJECT

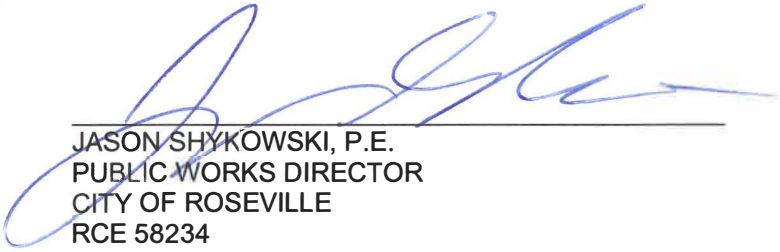
Project Approvals

APPROVAL RECOMMENDED BY:



NOAH SIVIGLIA, P.E., PRINCIPLE ENGINEER
PUBLIC WORKS – ENGINEERING
CITY OF ROSEVILLE
RCE 87197

APPROVED BY:



JASON SHYKOWSKI, P.E.
PUBLIC WORKS DIRECTOR
CITY OF ROSEVILLE
RCE 58234

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Notice to Contractors	NTC
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Proposal	PROP
Insurance Broker Information Packet	INS
Standard Construction Specifications	SCS
Assembly Bill No. 626	AB 626
Special Provisions	SP
Construction Details	CD

CITY OF ROSEVILLE

DEPARTMENT OF PUBLIC WORKS

STONEY POINT WAY DRAINAGE REPAIR PROJECT

City of Roseville Contract: 500494

NOTICE TO CONTRACTORS

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

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on _____, 20__ at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project: STONEY POINT WAY DRAINAGE REPAIR.

A pre-bid meeting will be held at NOT APPLICABLE.

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

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

and address of the Bidder, and marked in capital letters on the front and back of the envelope as follows:

STONEY POINT WAY DRAINAGE REPAIR PROJECT

(Name of Bidder)

(Address of Bidder)

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

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

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

public notice for opening bids, a bid will not be received after the deadline submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and the City is under no obligation to return bids.

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

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

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

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

The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the work is to be done to be as determined by the Director of Industrial Relations of the State of California. The Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 7 "Legal Relations and Responsibility" of the Standard Construction Specifications.

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

All questions prior to the deadline for bid submissions shall be directed to the attention of Laura Salcedo via Public Purchase. The deadline for submissions of questions and clarifications regarding the Contract Documents is at 3:00 P.M. Only Addenda issued by the City are binding.

_____

City Clerk, City of Roseville

Dated: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

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

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

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

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

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

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

SECTION 2: BID REQUIREMENTS

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

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

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

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

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

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

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

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

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

2-1.04 **CONTRACTOR'S LICENSING LAWS.** Attention is directed to the provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

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

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

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

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

2-1.06 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any

employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

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

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

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

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

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

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

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

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

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

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

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

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

under a bid item will be performed during the course of the Project or that the Work will be performed at the quantities included in the Schedule of Bid Prices. As provided in the Standard Construction Specifications, for any deleted Work, Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items, and each Bidder acts at its peril if its bid is unbalanced.

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

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

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

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

2-1.12 **TRENCHING AND EXCAVATION WORK.** In accordance with the provisions of California Labor Code Section 6707, if the Work involves construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet (5') or deeper, each bid submitted shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety orders.

SECTION 3: EVALUATION OF BIDS

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

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

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

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

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

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

SECTION 4: AWARD AND EXECUTION OF CONTRACT

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

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

4-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2) bonds in the form contained in the section entitled Insurance Broker Information Packet and Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

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

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

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

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

4-1.05 **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance

certificates, within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City.

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

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

Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

SECTION 5: BID PROTEST PROCEDURES

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

PROPOSAL TO THE DEPARTMENT OF _____

Project:_____

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date_____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

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

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

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

The work to be done is described in the Bidding Documents entitled _____ _____, City of Roseville, California. This offer shall be irrevocable for a period of sixty (60) Days after the date on which bids are opened.

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

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

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

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

The prices included within the Schedule of Bid Items include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment,

delivery, overhead, profit, and for all other costs necessary to perform the Work in accordance with the Contract Documents.

Accompanying this Proposal is _____.

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

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

_____

_____

_____

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

_____

If PARTNERSHIP, one or more partners sign here:

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

_____

_____

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

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

By_____	By_____
*Signature of Authorized Official**	*Signature of Authorized Official**
_____	_____
Title	*Title*
_____	_____
Typewritten or Printed Name	*Typewritten or Printed Name*

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

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

_____	_____
*Signature of Authorized Official**	*Signature of Authorized Official**
_____	_____
Title	*Title*
_____	_____
Typewritten or Printed Name	*Typewritten or Printed Name*

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

authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

LIST OF SUBCONTRACTORS

Contractor's Name: _____

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

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

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

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

_____

_____
(Signature of Bidder)

_____

_____
Business Address

_____
Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____

_____, as PRINCIPAL, and

_____

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

_____

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

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

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

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

_____

_____
Business Address

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

STONEY POINT WAY DRAINAGE REPAIR

CITY PROJECT NUMBER 500494

CONTRACTOR: _____

SCHEDULE OF BID ITEMS

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization	1	LS	$_____	$_____
2	Water Pollution Control Plan (WPCP)	1	LS	$_____	$_____
3	Traffic Control	1	LS	$_____	$_____
4	Centrifugally Cast Concrete Pipe	1,426	LF	$_____	$_____
5	Rehabilitate Storm Drain	10	CY	$_____	$_____
6	Manhole Rehabilitation and Grouting	2	EA	$_____	$_____
			TOTAL (BID ITEMS 1 TO 6)		**$_____**

REVIEW OF VIDEO FOOTAGE

By signing below, the Contractor confirms that the provided video footage of the existing pipe condition has been viewed in its entirety and that such review has been considered in the preparation of all bid item prices.

Contractor Name:_____ Signature:_____ Date:_____

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

_____
(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

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

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

Yes_____ No_____

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

_____

_____

_____

_____

_____

_____

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

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

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

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

Print Name	Signature
Name of Business/Company/Corporation	Date
Address	Phone

END OF PROPOSAL

A G R E E M E N T

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

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the _____day of _____, 20_____, approved plans and specifications for the _____ _____

and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the _____ day of _____, 20_____; and

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

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

_____

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR _____

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

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

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

b. The accepted bid;

c. Plans and specifications (including 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 $_____ per day as liquidated damages, in the event of such delay.

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

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

CITY OF ROSEVILLE	CONTRACTOR
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

_____
_____

BY: _____
its: _____

and

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

INSURANCE BROKER INFORMATION PACKET

Project:_____

NOTICE TO CONTRACTOR:

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

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

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NOTICE TO INSURANCE BROKER

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

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

Please refer to Special Provisions for modifications of the Standard Construction Specifications, if any, and the requirements of this insurance packet.

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

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

Bonds must be sent to the following staff person:

_____

_____

_____

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

a. By email to roseville@ebix.com and riskmanagement@roseville.ca.us

b. By fax to (770) 335-5727 and (916) 774-5461

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

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

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the Standard Construction Specifications:

7-1.06 **INSURANCE COVERAGE.**

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

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

C. Insurance Required.

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

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

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

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

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

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

d. Such insurance shall specifically cover the contractual liability of the Contractor.

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

f. Waiver of subrogation endorsement.

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

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

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

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars ($1,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the

Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance Is Required by Risk Management:** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

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

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

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

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars ($2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

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

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

7-1.06A **OTHER INSURANCE PROVISIONS.**

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

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract.

Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage

for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

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

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

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

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

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

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

Bond No. _____
Premium $_____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: _____)

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

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

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

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

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

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

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

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

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

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

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

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

[SIGNATURES NEXT PAGE]

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

PRINCIPAL:

BY:_____

PRINT NAME: _____

PRINT TITLE: _____

AND

BY: _____

PRINT NAME: _____

PRINT TITLE:_____

SURETY:

BY:_____

PRINT NAME: ____ _____

PRINT TITLE:_____

MAILING ADDRESS:

_____

_____

_____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

Bond No. _____
Premium $_____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: _____)

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

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

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

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

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

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

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

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

PRINCIPAL:	SURETY:
BY:_____	BY:_____
PRINT NAME: _____	**PRINT NAME:** ____ _____
PRINT TITLE: _____	**PRINT TITLE:**_____
AND	MAILING ADDRESS:
BY: _____	_____
PRINT NAME: _____	_____
PRINT TITLE:_____	_____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF ROSEVILLE

STANDARD CONSTRUCTION SPECIFICATIONS

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Section 7. Legal Relations and Responsibility	SCS 18
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Section 9. Payment	SCS 33
Section 14. Environmental Stewardship	SCS 35

ADOPTION OF STATE SPECIFICATIONS

1. The State of California Department of Transportation ("Caltrans") Standard Specifications dated 2015, are hereby adopted as the Standard Specifications of the City of Roseville except insofar as they may be modified by these Standard Construction Specifications.

2. Except for Division 1, Section 2, numbering in these Standard Construction Specifications conforms to that in the Caltrans Standard Specifications. The existence of a section in these Standard Construction Specifications means that the corresponding section of the Standard Specifications is modified in some respect. Unless otherwise specified, the modified Standard Specification provisions are deleted entirely, and the provisions of these Standard Construction Specifications are substituted.

DIVISION 1. GENERAL PROVISIONS

SECTION 1. GENERAL

ACCEPTANCE. Shall mean the formal Acceptance by resolution of the Roseville City Council of an entire Contract which has been completed in all respects in accordance with the Plans and specifications and any modifications thereof previously approved, causing a notice of completion to be filed with the County Recorder.

ATTORNEY GENERAL. The City Attorney of the City of Roseville.

CITY ATTORNEY. The City Attorney of the City of Roseville.

CITY CLERK. Shall mean the City Clerk of the City of Roseville.

DEPARTMENT. Shall mean the Department of Public Works of the City of Roseville, also referred to as the Department of Contract Administration. References made to the Department of Transportation otherwise shall mean the State of California Department of Transportation.

DIRECTOR. Shall mean the Public Works Director of the City of Roseville or his or her duly authorized representative.

ENGINEER. Shall mean the Public Works Director of the City of Roseville or his or her duly authorized representative.

ESTIMATED COST. The estimate prepared by the Public Works Director of quantities of work to be performed.

LIQUIDATED DAMAGE. The amount to be deducted from payments due or to become due to the Contractor for delay, as set forth in the Special Provisions.

PLANS. The official Project Plans, Standard Plans, Improvement Plans, Construction Standards, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Director which show the location, character, dimensions and details of the work to be performed. All such documents are to be considered as a part of the Plans whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

a. Standard Plans - The Standard Plans of the Department of Transportation of the State of California.

b. Project Plans - The Project Plans are specific details and dimension peculiar to the Work and supplemented by the Standard Plans, insofar as the same may apply.

c. Construction Standards - The City of Roseville Design and Construction Standards.

STATE. Reference to the State or State of California shall mean City or City of Roseville unless the reference is to a law or regulation of the State, and reference to Sacramento shall mean Roseville unless otherwise noted.

SECTION 2. BIDDING

SECTION 2 SHALL BE DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder a standard proposal form, which, when filled out and executed shall be submitted as its bid. Bids not presented on forms so furnished will be disregarded.

The proposal form is bound in a book together with the Notice to Contractors, special provisions, and Contract. The proposal shall set forth for each item of work, in clearly legible figures and words, an item price and a total for the item in the respective spaces provided, and shall be signed by the Bidder, who shall fill out all blanks in the proposal form as required therein.

All items shown on the schedule of bid items shall be properly filled in and shall include all costs of labor, materials, equipment, and State, Federal, or other taxes applicable to the transaction. The completed forms shall be without inter-lineations, erasures or alterations of any nature. If the proposal is made by an individual, his or her name and post office address must be shown; if made by a firm or partnership, the name and post office address of each member of the

firm or partnership must be shown; or if made by a corporation, the proposal shall show the name of the State under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer of said corporation. If the proposal is signed by an agent, a "Power of Attorney" must be filed with the proposal.

The proposal shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the time and date of the bid opening therefor. Proposals which are not properly marked may be disregarded. Proposal forms shall be obtained from the Director of Public Works, City of Roseville, California. Proposal forms are not transferable.

2-1.02 **REJECTION OF PROPOSALS AND DISQUALIFICATION OF BIDDERS.** Proposals may be rejected if they show any alterations of the forms, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one (1) proposal for the work contemplated, will cause the rejection of all proposals in which the Bidder is interested. The City reserves the right to reject any and all proposals.

2-1.03 **PROPOSAL GUARANTY.** All bids shall be presented under sealed cover and accompanied by one (1) of the following forms of Bidder's security.

a. Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City.

b. The security shall be in an amount equal to at least ten percent (10%) of the bid amount. A bid will not be considered unless one (1) of the forms of Bidder's security is enclosed with it.

c. A Bidder's bond will not be accepted unless it conforms to a bond form approved by the City Attorney. Upon request "Bidder's Bond" forms may be obtained from the Department.

2-1.04 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the Director. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline for submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and City is under no obligation to return the bids.

2-1.05 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in his or her bid, the Bidder shall give the Department written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a

basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

2-1.06 **PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of law or a safety regulation.

2-1.07 **COMPETENCY OF BIDDERS.** If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with the Bid on a form approved by the City Attorney, and such affidavit of joint venture will be valid only for the specific project for which it is filed. If such affidavit of joint venture is not filed as aforesaid and approved by the City Attorney prior to the time for awarding bids on the specific project for which it is submitted, a joint bid submitted by said Bidders will be disregarded. No bid will be accepted from or a Contract awarded to any Bidder to whom a proposal form has not been issued pursuant to Section 2-1.06.

2-1.08 **GUARANTY AND WARRANTY.** The Contractor shall guarantee and warrant all materials supplied as being fit for the purpose intended. The Contractor shall guarantee and warrant all work performed as having been accomplished in a proper and workman-like manner. The guarantee and warranty required by this section shall continue for a period of one (1) year after Acceptance of the Work.

Should any failure of the work occur within a period of one (1) year, after Acceptance of the project by the City Council due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his or her expense.

The City is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) calendar days after being given written notice of such failure; provided, however, that in case of emergency where in the opinion of the Engineer, providing a reasonable attempt has been made to notify the Contractor, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected without prior notice to the Contractor, and the Contractor shall pay the entire cost thereof. At the completion of the work the faithful performance bond may be reduced at the discretion of the City Council to not less than ten percent (10%) of the Contract price to cover said guarantee.

Additional guarantees or warranties may be required by the Special Provisions.

SECTION 3. CONTRACT AWARD AND EXECUTION

3-1.04 **CONTRACT AWARD.** The right is reserved to reject any and all proposals. The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) business days after the public opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, the Roseville City Council may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) business days after the public opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred and four (104) business days after public opening of the proposals. The above time periods within

which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

All bids will be compared on the basis of the Director's estimate of the quantities of work to be done.

3-1.05 **CONTRACT BONDS.** The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price; said bonds shall be in a form approved by the City Attorney and shall be secured by a surety company satisfactory to the City Attorney. If the Contract price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly.

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

3-1.18 **CONTRACT EXECUTION.** The Contract, in form and contents satisfactory to the City, shall be executed by the successful Bidder and returned, together with the Contract bonds and certificates of insurance within fifteen (15) calendar days after written notice that the Contract has been awarded, or as otherwise directed, in writing, by the City. No proposal shall be considered binding upon the City until the execution of the Contract by the City.

3-1.20 **FAILURE TO EXECUTE CONTRACT.** Section 3-1.20, "Failure to Execute Contract" is added as follows:

"Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds

and insurance as provided herein within fifteen (15) calendar days, or within a different timeframe specified by City in writing, after such Bidder has received notice that the Contract has been awarded to him or her, shall be just cause for the annulment of the award and the forfeiture of the Bidder's security to the City as Liquidated Damages. The successful Bidder may file with the Roseville City Council a written notice, signed by the Bidder or his or her authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him or her. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds and insurance within the time prescribed by Section 3-1.18."

SECTION 4. SCOPE OF WORK

There are no amendments to the Standard Specifications.

SECTION 5. CONTROL OF WORK

5-1.02 **CONTRACT COMPONENTS.** These Standard Construction Specifications, the Standard Specifications, the Standard Plans, the Improvement Plans, Construction Standards, Project Plans, project Special Provisions (and any addenda), the Agreement, Contract Change Orders, and all supplementary documents are all essential parts of the Contract between Contractor and the City. A requirement occurring in one (1) is as binding

as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

In resolving inconsistencies among two (2) or more sections of the Contract Documents, precedence shall be given in the following order:

A. Special Provisions

B. City of Roseville Standard Construction Specifications

C. City of Roseville Design and Construction Standards

D. State Standard Specifications and Amendments to the State Standard Specifications, Standard Special Provisions, and Plans

E. Drawings

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the Plans, the Contractor shall apply in writing to the Director for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the Plans, reference shall be made to the Director, whose decision thereon shall be final.

In the event of any discrepancy, between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

5-1.20B(5) **CITY OF ROSEVILLE ENCROACHMENT PERMITS.** Section 5-1.20B(5), "City of Roseville Encroachment Permits" is added as follows:

"The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by

the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director."

5-1.20B(6) **CITY OF ROSEVILLE BUSINESS LICENSE.** Section 5-1.20B(6), "City of Roseville Business License" is added as follows:

"The Contractor shall obtain a business license from the City prior to commencing work."

5-1.20B(7) **OTHER PERMITS.** Section 5-1.20B(7), "Other Permits" is added as follows:

"The Contractor in coordination with the Director shall procure any necessary permits which the City has not specifically mentioned as obtaining."

5-1.31 **JOB SITE APPEARANCE.** The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in price paid for the various Contract items of work involved, and no additional compensation will be allowed therefore.

5-1.38 **MAINTENANCE AND PROTECTION RELIEF.** Section 5-1.38 is deleted.

5-1.43 **POTENTIAL CLAIMS AND DISPUTE RESOLUTION.** Section 5-1.43 is deleted in its entirety and replaced with the following:

5-1.43A **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to payment for any additional compensation for any act or failure to act by the City, including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless he or she shall have given the City due written Notice of Potential Claim as hereinafter specified.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within three (3) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit a complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) calendar days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for

additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities

affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these Standard Construction Specifications, including but not limited to Section 5-1.43B.

It is the intention of this Section 5-1.43A that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he or she shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

5-1.43B **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) calendar days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) calendar days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claims that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claims shall be processed and made within sixty (60) calendar days after the public entity issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a

qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall be responsible for the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 9-1.22.

5-1.46 **FINAL INSPECTION AND CONTRACT ACCEPTANCE.** When the Director has made the final inspection and determines that the Contract work has been completed in all respects in accordance with the Plans and specifications, the Director will recommend that the Roseville City Council formally accept the work, and immediately upon and after such Acceptance by the City, the Contractor will be responsible for the work done for a period of one (1) year.

SECTION 6. CONTROL OF MATERIALS

6-1.03 **LOCAL MATERIALS.** Local material sites used by the Contractor shall be graded so that, at the time of final inspection of the Contract, they will drain and will blend in with the surrounding terrain.

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.02K(2) **WAGES.** The provisions of paragraphs 1and 2 of Section 7-1.02K(2) of the Standard Specifications are amended to read as follows:

"Pursuant to the provisions of California Labor Code Section 1773, the City has identified the source, stated below, of the general prevailing rate of wages applicable to the

work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The 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, and are incorporated herein as part of the Contract.

Pursuant to California Labor Code Section 1773.2, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work."

7-1.02K(6)(b) **EXCAVATION SAFETY.** For trenches or excavation five feet (5') or deeper, the Contractor shall obtain from the Division of Industrial Safety, a permit authorizing such construction.

7-1.02O **VEHICLE CODE.** Pursuant to the authority contained in Vehicle Code Section 591, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Vehicle Code Divisions 11, 12, 13, 14, and 15. Attention is directed to the statement in Section 591 that this section shall not relieve the Contractor nor any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment.

7-1.03 **PUBLIC CONVENIENCE.** Section 7-1.03 of the Standard Specifications is amended in part as follows:

1. Delete paragraph 10 ("Install signs, lights, flares . . .") and substitute the following:

"In order to expedite the passage of public traffic through or around the work, the Contractor shall install signs, lights, flares, temporary railing (type K), barricades, and other facilities for the sole convenience and direction of public traffic as may be required. Also, as may be required, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. The cost of furnishing and installing such signs, lights, flares, temporary railing (type K), barricades, flaggers, and other facilities shall be included in the lump sum paid for traffic control and no additional compensation will be allowed therefor.

In addition to the requirements previously specified for furnishing facilities and flaggers to expedite the safe passage of the public through or around the work, the Contractor shall at his or her expense furnish and erect within or adjacent to the work such warning, regulatory, or guide signs, markers, or devices as are necessary."

2. Add a paragraph at the end of the section to read as follows:

"In addition to the requirements hereinbefore specified for furnishing facilities and flaggers for expediting the passage of public traffic through or around the work, the Contractor shall furnish and erect, within or adjacent to the limits of the Contract, such warning, regulatory, and guide signs as may be required. The Contractor shall furnish, install and remove all such signs. Payment for furnishing, installing and removing all such signs shall be included in the lump sum price paid for traffic control and no additional compensation will be allowed therefor."

7-1.04 **PUBLIC SAFETY.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted construction practices and State law, the Contractor

shall have the authority and be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce worksite safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all subcontractors adhere to the minimum CAL/OSHA safety requirements and that each subcontractor has an effective CAL/OSHA IIP (Illness and Injury Protection Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's Work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements

of CAL/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by his or her operations.

In accordance with California Labor Code Section 6705, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's subcontractors. The detailed plan showing design of shoring, bracing, sloping or other provisions shall be prepared by a registered civil or structural engineer in the State of California as required. Acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and his or her registered engineer.

Notwithstanding any classifications relative to the Tunnel Safety Orders, Work within confined spaces on this project is subject to the definitions and applicable provisions of California Code of Regulations Section 8400 et seq., Title 8.

The Contractor shall so perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction. Contractors or subcontractors removing one hundred or more square feet (100') of asbestos must be “Certified” in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements.

Nothing in these Standard Construction Specifications is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor tight or explosion proof electrical installation is required by code, this shall be provided. In accordance with the provisions of Labor Code Section 6707, the Contractor shall provide adequate sheeting, shoring and bracing for employee protection, as provided in the proposal as separate Bid Items.

7-1.05 **INDEMNIFICATION.** The City of Roseville and its officers, agents, employees, and volunteers, including but not limited to the Director, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or any things used or employed in performing the work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, his or her workers, or anyone employed by the Contractor or his or her subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save harmless the City of Roseville and its officers, agents, employees, and volunteers from all claims, suits, or actions of every name, kind, and description, brought forth, or on account of, injuries to or death of any person including, but not

limited to, workers and the public, or damage to property resulting from the performance of the Contract, except as otherwise provided by statute.

The duty of the Contractor to defend, indemnify, and save harmless includes, but is not limited to, the duties to defend as set forth in Civil Code Section 2778. The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

It is the intent of the parties that the Contractor will defend, indemnify, and hold harmless the City of Roseville, its officers, agents, employees, and volunteers from any and all claims, suits, or actions as set forth above regardless of existence or degree of fault or negligence, on the part of the City, the Contractor, the subcontractor or employee of any of these; except the duty does not apply where the injury or damage is due to the sole or active negligence or willful misconduct of the City.

The Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) calendar days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior

to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.16F, "Retentions," of the Standard Construction Specifications.

C. If the City had retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

7-1.06 **INSURANCE COVERAGE.** Section 7-1.06 Insurance in the Standard Specifications shall be deleted in its entirety and replaced with the following:

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

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the

City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars ($1,000,000) and limits of no less than Five Million Dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars ($1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

d. Such insurance shall specifically cover the contractual liability of the Contractor.

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

f. Waiver of subrogation endorsement.

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

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

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers'

Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars ($1,000,000) shall cover all Contractors staff while performing any work incidental to the performance or this Agreement.

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

5. **Builder's Risk/Course of Construction Insurance (If Required by Risk Management):** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

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

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The

maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

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

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars ($2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

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

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

7-1.06A **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and

obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

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

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

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

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

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

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

SECTION 8. PROSECUTION AND PROGRESS

8-1.04 **START OF JOB SITE ACTIVITIES.** The Contractor shall begin work by the date specified in the "Notice to Proceed" letter, and the Contractor shall thereafter diligently prosecute the work to completion.

The Contractor shall notify the Director, in writing, of his or her intent to commence work at least seventy-two (72) hours before work is begun. The notice shall specify the date on which the Contractor intends to begin work. If a project has more than one (1) location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of issuance of a "Notice to Proceed," any work performed in advance of such issuance shall be considered to have been done at Contractor's own risk and as a volunteer.

SECTION 9. PAYMENT

9-1.11C **PAYMENT INCLUSIONS.** The following is added to Section 9-1.11C Payment Inclusions:

"No additional compensation will be made to the Contractor for claims of increased overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order. No compensation for extended performance will be granted unless the delay exceeds more than half of the float time available at the time of the delay."

9-1.16E(4) **STOP NOTICE WITHHOLDS.** The City may, at its option and at any time, retain out of amounts due the Contractor, sums sufficient to cover claims (including costs and attorneys' fees), filed pursuant to California Civil Code Section 9350 et seq.

9-1.16F **RETENTIONS.** The Department shall retain five percent (5%) of the Contract price as part security for the fulfillment of the Contract by the Contractor.

9-1.16G **PAYMENT OF WITHHELD FUNDS.** Section 9-1.16G, "Payment of Withheld Funds" is added as follows:

"Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the Contract pursuant to without any retention. If the Contractor so elects, a deposit with the City of securities with a value equivalent to the retention that would otherwise be withheld by the City shall be made. Said security shall be as provided in California Public Contract Code Section 22300, and shall be approved by the City both as to sufficiency and form. In the alternative, the Contractor may elect to deposit such securities in an escrow account and enter into a standard form Escrow

Agreement for Security Deposits in Lieu of Retention. Blank Agreements are available from the Public Works Director and the City Attorney's Office."

9-1.17 **PAYMENT AFTER CONTRACT ACCEPTANCE.** "Final Payment" shall be made in accordance with this section. The Contractor shall, after the completion of the Contract, submit a final estimate of the amount of work done thereunder and the value of such work. Upon approval of the estimate by the Director, the City of Roseville shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty five (35) calendar days from the date of Acceptance of the work by the City Council, and thirty-five (35) calendar days after filing of the Notice of Completion with the County of Placer.

No certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, and no payment (including the final payment) or certificate shall be construed to be an Acceptance of any defective work or improper materials. Final payment shall not release the Contractor from one (1) year guarantee of the work as provided in Section 7-1.17, "Acceptance of Contract" and Section 2-1.12 "Guarantee and Warranty" of these Specifications.

SECTION 14. ENVIRONMENTAL STEWARDSHITP

14-8.02 **NOISE CONTROL.** The provisions of Section 14-8.02 of the Standard Specifications are amended by adding the following:

"The Contractor shall additionally conform to the provisions of Roseville Municipal Code Chapter 9.24 where such provisions are more restrictive than these specifications."

14-9.01 **AIR QUALITY GENERAL.** The provisions of Section 14-9.01, "Air Quality General" of the Standard Specifications are amended by adding the following:

"Material to be disposed of shall not be burned unless the Contractor has obtained a permit to burn combustible material resulting from clearing and grubbing operations from the Placer County Air Pollution Control District and City of Roseville Fire Marshall. A copy of the permits shall be filed with the Director

before beginning any burning. All such burning shall be conducted in strict conformance with the provision stipulated in said permits and at such times and in such manner as to prevent fire from spreading to areas adjoining the right-of-way."

14-11.02A **ASBESTOS REMOVAL AND DISPOSAL.** Section 14-11.02A, "Asbestos Removal and Disposal" is added as follows:

"The Contractor shall comply with all rules, regulations, statutes and ordinances regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601 and 40 C.F.R. Part 61, Subpart M.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease work and notify the City."

END OF STANDARD SPECIFICATIONS

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of $375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) ”Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) ”Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.
The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.
If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

SPECIAL PROVISIONS
FOR THE
CITY OF ROSEVILLE

STONEY POINT WAY DRAINAGE REPAIR PROJECT

SCOPE

The work described in these Special Provisions must be done in conformance with the latest editions of the City of Roseville Design and Construction Standards, and 2015 State Standard Specifications and Plans, unless otherwise noted in these Special Provisions or Plans, except insofar as they may be modified by these Special Provisions

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

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DIVISION I GENERAL PROVISIONS
1 GENERAL

Add to section 1-1.07B:

Administrator: The Public Works Director, as created by law, also the City

Agency: Department of Public Works, City of Roseville

Bidder: Prime Contractor

Bid book: Bid Proposal

City: City of Roseville

City Council: City Council of the City of Roseville, a Charter City in the State of California

Contract Documents: Plans, Notice to Bidder and Special Provisions, and Bid Book and Contract

Department: Department of Public Works, City of Roseville

Department of Transportation: State of California Agency

Department of Industrial Relations: State of California Agency

District: The Public Works Department, City of Roseville

Division of Labor Standards Enforcement: State of California Agency

Laboratory: The laboratories authorized by the Engineer to test materials and work involved in the contract

Office Engineer: City of Roseville, Department of Public Works

Transportation Building: Department of Public Works, City of Roseville

Replace the following definitions in section 1-1.07B:

Director: Director of Public Works, City of Roseville

Engineer: The Director of Public Works/City Engineer, and agents or assistants duly authorized by the Director of the Public Works/City Engineer to act on their behalf

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5 CONTROL OF WORK

Add to section 5-1.01:

For the award of the "Project", the City will provide inspection and Resident Engineer (RE) on an eight-hour (8) day and a forty-hour (40) week (Monday through Friday) basis only. Requests for authorization to perform work outside the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday, must be made in writing at least 48 hours in advance.

Designated holidays are observed: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. When a designated holiday falls on a Saturday or Sunday, the preceding Friday or following Monday (respectively) must be a designated holiday.

Provide a competent person during normal working hours to assist the Engineer, when required, in measuring quantities for payment purposes. Cooperate with the Engineer so that checking, and measuring may be accomplished with the least interference to your operations. No additional compensation will be made to you for fulfilling this requirement.

Replace section 5-1.04 with:

5-1.04 Order of Work

The work shall be performed in a manner that complies with the time constraints set forth in Section 8-1.10C.

The Contractor shall prepare a written schedule denoting locations and times of planned activities, and other impacts. The schedule for planned activities shall be submitted to the Engineer before or at the time of the pre-construction meeting. Contractor shall note that Work shall not start unless a schedule has been submitted and accepted by the Engineer. The schedule shall be prepared and submitted using either Microsoft Project or Primavera P6, or similar software acceptable to the City.

Prior to any excavation, the Contractor must field verify (USA) all existing utilities and shall submit the report to the Engineer prior to beginning any Work at each site. After the construction, the Contractor shall remove all USA markings. Removal shall be completed by pressure washing all markings.

The Work shall be performed in conformance with the phases of construction shown on the Contractor's Traffic Control Plan and Stage Construction Plan as approved by the Engineer. At the discretion of the Engineer non conflicting Work in subsequent phases may proceed concurrently with Work in preceding phases.

The Contractor shall place and maintain Best Management Practices (BMP) in compliance with the Water Pollution Control Plan (WPCP), the BMP’s shall remain in place until Work is completed.

General order of Work shall be as follows:

1. Materials submittal and ordering of all long lead time procurement items.
2. Prepare and submit WPCP, Stage Construction Plan, and Traffic Control Plan
3. Place and maintain erosion control Best Management Practices (BMP), the BMP’s shall remain in place until

work is complete.

4. Notify Underground Service Alert (USA) at (800) 642-2444 at least seventy-two (72) hours in advance of beginning Work on the Project.
5. Locate all underground utilities and protect-in-place
6. Install traffic controls according to approved plan
7. Complete Work per Contractor's stage construction plans

Add to the end of section 5-1.09A:

The Department encourages the project team to exhaust the use of partnering in dispute resolution before you submit any potential claims.

^^

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.03:

The use of flaggers, barricades and construction signing shall comply with the current edition of the MUTCD and/or State of California Manual of Traffic Controls for "Construction and Maintenance Work Zones" or as required by the Engineer. All construction traffic control devices shall be in place and operational prior to beginning work or different phases throughout the contract.

Temporary lane closures will be allowed only during approved working hours. Contractor to provide at least one through lane in each direction for two-way traffic on all existing streets throughout the construction project unless otherwise identified in these Special Provisions or approved in writing by the Engineer. Refer to Chart No. 1 below for City lane closure and working hour restrictions.

Only work that does not require motorized vehicles or power equipment shall be allowed with prior written approval by the Engineer on state, federal and designated holidays and outside of the noted working hours. If work outside the times specified below becomes necessary, request authorization from the Engineer to perform work outside of these hours at least 10 working days in advance.

Chart No. 1

Location:	*Direction:*	*Working Hours:*	*Description:*
Stoney Point Way & Jamestown Drive	[1]Both Directions	7:30 AM – 4:30 PM	Hours for entire project duration.

[1]: Reversing Control may be allowed with flaggers and appropriate traffic control devices in the intersection of Stoney Point Way and Jamestown Drive.

Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. You shall provide and maintain all traffic control and safety items. You will provide flaggers as required and you will be responsible for the entire cost of flaggers. You will assume the sole and complete responsibility for job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously 24 hours/day and shall not be limited to normal working hours.

The Contractor shall coordinate and maintain communication with local authorities and service providers regarding construction operations and traffic control changes. Notification shall be provided to the local police department, City public information office, public works and fire departments, ambulance services, post office, and Waste Services Department (trash and green waste collectors) at least three (3) business days before work is to begin or any

traffic modifications. The Contractor shall cooperate with local authorities relative to handling traffic through the area.

Unless otherwise approved by the Engineer, or as described in Chart No. 1, a minimum of one through lane in each direction, not less than 11' wide, shall be maintained at all times on all roads within the construction limits. You shall submit a traffic control plan to the Engineer for acceptance. The traffic control plan shall include the anticipated limits and time required as described in Chart No. 1. The Contractor cannot begin any work until the Traffic Control Plan has been accepted by the City and the Contractor has notified adjacent residents and school of the work and impacts.

Minimum traveled way described above shall be open for use by public traffic on Saturdays, Sundays, designated holidays, after 4:30 p.m. on Fridays and the day preceding designated holidays, and when construction operations are not actively in progress. Designated holidays are listed in Section 5-1.01 of these Special Provisions.

Whenever vehicles or equipment are parked within the shoulder area of a roadway, the shoulder area shall be closed with fluorescent traffic cones or portable delineators; placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or a C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed in a location approved by the Engineer.

Minor deviations from the requirements of this section and these Special Provisions concerning hours of work which do not significantly change the cost of the work may be permitted upon your written request, if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Contractor shall ensure that access to all driveways remains unobstructed at all times. This requirement shall apply continuously 24 hours/day and shall not be limited to normal working hours.

Personal vehicles of your employees shall not be parked on the traveled way at any time. No equipment shall be parked within any traffic lane after work hours.

You shall notify the Engineer of your intent to begin work at least 3 business days before work begins.

^^

8 PROSECUTION AND PROGRESS

Replace paragraphs of section 8-1.04B with:

The Contractor shall begin work no later than 15 calendar days after receiving the "Notice to Proceed" letter executed by the Director of Public Works or authorized staff representing the City of Roseville.

This work shall be diligently prosecuted to completion before the expiration of **25 Working Days** beginning after receiving the "Notice to Proceed" letter. Completion of Punch List items is included in the Working Days.

A preconstruction meeting shall be held between you and the Engineer for the purpose of discussing the scope of work, contract drawings, specifications, existing conditions, materials to be tested, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. Your representative at this conference shall include all major superintendents for the work and may include major subcontractors and material suppliers.

Add to section 8-1.10:

The Contractor shall be liable for liquidated damages for any delay, regardless of weather conditions, beyond the number of working days allocated to complete the entire project, as specified in Section 8-1.10A.

The engineer will provide the Contractor with a written notice of nonconformance to contract. Any payment made after the completion date shall not be construed as a waiver of liquidated damages.

Add to section 8-1.10C:

The Contractor shall complete the contract work between MH A07-148 to MH A07-147, no later than July 31, 2026, regardless of the number of working days specified elsewhere in the Contract. The date is a fixed deadline and is not subject to extension. Failure to meet this requirement will result in the assessment of liquidated damages of $1,000 per day and access to those manholes and pipe segment will not be allowed until the following summer vacation for George Sargeant Elementary.

Replace section 8-1.10D with: 8-1.10D Securing Access Points

The Contractor shall not leave any manhole, vault or similar access point open and unattended at any time. All such opening must be properly covered, barricaded, or otherwise secured in accordance with Section 7-1.04.

If a noncompliance incident occurs, the Contractor will be liable for liquidated damages of $1,000 per access point per incident. Liquidated damages will be assessed per calendar day for each day the violation persists, regardless of whether the violation causes delay.

^^

9 PAYMENT

Add to the beginning of section 9-1.00:

The Contractor shall furnish to the Engineer a cost break-down and schedule of values as specified in these Special Provisions and the State Standard Specifications.

Add to the end of section 9-1.02:

Payment for all work bid at a price per unit of measurement will be based upon actual quantities of work as measured upon completion unless otherwise noted. The City does not expressly or by implication agree that the actual amount of work or materials of any class will correspond to the estimated quantities given in the proposal.

The Contractor shall make no claim for anticipated profits, or loss of profit, for damages, or for any extra payment whatever because of any difference between the amount of work actually done or materials furnished and the estimated amount.

Replace the 1st paragraph of section 9-1.16A with:

Submit all requests for progress payments using the forms included in Appendix A:

1. Form CC 1: Progress Payment Request - This form is to be completed and signed by you and attached as a cover sheet to each request for payment. This form will be mandatory on all contract payment requests.
2. Form CC2: Progress Payment Request (Detail) - This form may be used by you to provide the detail required to verify the payment quantities. (City will accept your form if it provides the required information.)
3. Form CC3: Quantity Changes Verification Form - This form is required before any payment can be made based on actual quantities exceeding estimated quantities. At the conclusion of the project, the City will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract item of work.

Add to section 9-1.17D(1):

The Contractor shall submit Form CC4: Final Release Form (see Appendix A). This form must accompany all requests for final payment.

^^

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to the end of section 10-1.02C(2):

You must protect all irrigation component or systems not identified on the plans to be removed or relocated.

If you damage any irrigation component or system you will replace it to latest City Standards at your cost.

Replace section 10-1.02C(3) with:

You must protect all existing landscaping, including trees, decorative rocks, irrigation not identified on the plans to be removed.

If you damage any landscaping not identified to be removed, you will replace it at your cost to the latest City Standards.

Replace the paragraph in section 10-1.04 with:

10-1.04A General

Not Used

10-1.04B Preconstruction Conference

As requested by the Engineer, the Contractor and representatives of sub-contractors may be requested to attend a preconstruction meeting. Agenda and preparation and distribution of the meeting minutes must be per the requirements set forth by the Engineer.

10-1.04C Progress Meetings

Schedule appropriately throughout progress of work at weekly intervals, or at intervals determined by the Engineer.

Make arrangements for attendance of appropriate participants, including Subcontractors.

Progress Meeting Agenda must be determined by the Engineer and may include:

1. Review minutes of previous meetings
2. Review of Work in progress
3. Field observations, problems, and decisions
4. Identification of problems which impede progress
5. Review: Submittal schedule; status of submittals; off-site fabrication; delivery schedules; and progress schedule
6. Corrective measures to regain projected schedules, if any
7. Planned progress during succeeding work period; Contractor to provide a three-week “look-ahead” schedule at each meeting; coordination of projected progress; effect of proposed changes on progress schedule and coordination
8. Maintenance of quality and work standards
9. Other business relating to Work

10-1.04D Safety Meetings

Run weekly meetings and require attendance of construction crew and Subcontractors. Record minutes and distribute copies within two calendar days after meeting to participants, the Engineer, and those affected by decisions made.

^^

12 TEMPORARY TRAFFIC CONTROL

Add to the beginning of section 12-1.01A:

Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.03.

The Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Contractor shall provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously 24 hours/day and shall not be limited to normal working hours.

Replace the section 12-1.04 with:

The payment for furnishing flaggers is included in the payment for Traffic Control System.

Add to section 12-1.01:

At the pre-construction meeting, the Contractor shall submit a traffic control plan showing traffic control measures and/or, if approved, detours for pedestrians affected by the construction work. A minimum of five (5) business days will be required to review and provide the Contractor with comments on the plan. The Contractor shall revise the plan per the City's comments until the plan is accepted by the Engineer. The Contractor will not be allowed to begin work until the Engineer has accepted the traffic control plan.

The Traffic Control Plan shall cover all stages of work, per site, and include (but not limited to) the following information and detail: (1) Lane closures and detours including pedestrian access and detours; (2) construction, warning, detour and restriction signs, including "No Parking", “Loose Gravel”, “Construction Area Speed limit Signs,” and “Bump Ahead” signs; (3) temporary striping and pavement markers; (4) barricades; (5) flashing arrow signs; (6) lighted message boards; (7) portable delineators; (8) traffic barrels/channelizers; (9) lights, flares, flaggers, spacings, and taper lengths; (10) temporary railing (Type K) and crash cushions; (11) temporary pavement.

A copy of the accepted Traffic Control Plan must be kept at the job site at all times, including Sub-Contractors.

The Contractor will be responsible for notifying residents and school of the proposed construction. Notifications shall be distributed to residents and school directly fronting or having ingress/egress for pedestrians or vehicles on streets impacted by the traffic control for the construction, as determined by the City. (Consider placement of first and last temporary traffic control signage)

Notifications to affected residents and businesses within the Project area shall consist of two (2) phases.

The first phase notifies the affected residents and school of the upcoming construction through the use of “door hanger” type formatted notifications. The Contractor shall distribute the “door hanger” notifications a minimum of five (5) business days in advance of the work. The City will provide a digital copy of “door hanger” for use by the Contractor, which is included in Appendix B.

Notifications shall be tucked neatly in doorjambs, handles, or partially under mats. Notifications shall not be glued, stapled, tacked, or otherwise attached to property. The Contractor shall take care to stay on designated walkways during delivery of notifications and be polite to citizens encountered.

The second phase consists of the Contractor posting temporary “No Parking” signs on barricades in affected street parking areas at least three (3) calendar days in advance of work. The “No Parking” signs shall also include the exact working day(s) on which the parking restrictions will be in effect and a warning indicating that vehicles will be towed away at the owner’s expense. In addition, the Contractor shall make available a 24-hour telephone number in case of emergencies and/or problems and shall post the telephone number on the “No Parking” signs. At the pre-construction meeting, Contractor shall submit to the Engineer a sample “No Parking” sign for acceptance. The Contractor shall be responsible for placing temporary “No Parking” signs in advance of any construction activity.

Barricades shall be placed a maximum of 100 feet apart, on both sides of the affected street. (Not required for streets already marked “No Parking”).

Emergency access to driveways, intersections, and residential streets shall be maintained at all times. If vehicles are parked in the working area, the Contractor shall not attempt to move the vehicle. The Contractor shall notify the Engineer immediately, and the Engineer shall make proper arrangements to remove the vehicle.

Lane closure shall not be allowed without proper advance warning devices and signing in conformance with the State Standard Specifications and these Special Provisions.

Full compensation for complying with the above requirements shall be considered as included in the contract lump sum price paid for Traffic Control System and no additional compensation will be allowed.

Replace section 12-3.11D with:

Payment for construction area signs is included in the payment for Traffic Control System.

Add between the 1st and 2nd paragraphs of section 12-4.04C:

A pedestrian facility closure on the same side of the roadway is limited to no more than 1 block. When working on one side of the roadway, the pedestrian facility on opposite side of the roadway within the same block must be open for a sufficient pedestrian detour.

^^

15 EXISTING FACILITIES

Add to the end of section 15-1.01:

Work around and protect existing improvements including landscaping and appurtenances that are within or adjacent to the construction area.

Replace section 15-1.03D with:

15-1.03D EXISTING LANDSCAPING

You are responsible for repairing, replacing, or modifying all landscape and irrigation systems within and outside the right-of-way and within new and existing easement areas that are damaged, capped, or removed during construction. Damage shall include all that is caused as a result of any and all work associated with the contract. All repairs to both landscape and irrigation systems owned and maintained by the City shall be done in accordance with the latest City Standards. All repairs to both landscape and irrigation systems owned and maintained privately shall be done in accordance with best practices and to the satisfaction of the engineer and the property owner.

In areas where work will be within or adjacent to landscape areas, you should identify the existing irrigation sprinkler heads and try to protect in place. No additional compensation will be provided to the contractor for capping, relocating or placing a sleeve on the irrigation system.

If an irrigation line is damaged during excavation or other works, you will be responsible for replacing the damaged irrigation line and no additional compensation will be provided. If irrigation systems are damaged during construction activities, you will repair the damage within two (2) calendar days in order to maintain full operation of the system. Any loss and/or subsequent replacement of plant material due to damage of the irrigation system or the neglect to repair it promptly shall be the sole responsibility of the Contractor. Landscape and irrigation replacement or repair shall be completed as soon as it will not be damaged by further construction activities.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals in doing all work involved in the protection of existing facilities shall be in compliance with the plans, specifications, Special Provisions, Section 15, "Existing Facilities," of the State Standard Specifications, and as directed by the City Engineer, and shall be included in the various bid items and no additional compensation will be allowed therefore.

^^

DIVISION VI STRUCTURES

51 CONCRETE STRUCTURES

Add to section 51-7.01A:

The following shall also apply:

Manholes

Drop inlets, drainage manholes, inlet structures, pipe outlet access control racks, concrete inlet structures, and other miscellaneous concrete structures shall conform to the Section 101—Drainage of the City of Roseville Construction Standards and Section 51—Concrete Structures of the State Standard Specifications.

^^

DIVISION VII DRAINAGE FACILITIES

71 EXISTING DRAINAGE FACILITIES

Add section 71-3.01B(4):

71-3.01B(4) Non-Shrink Mortar

Mortar for manhole rehabilitation must be non-shrink mortar complying with Section 101, “Drainage”, of the City Construction Standards.

Replace 71-3.01D Payment with:

Payment for the following work is included in the payment for Rehabilitate Storm Drain:

1. Initial Video Inspection
2. Cleaning and Preparation
3. Quality Control and assurance
4. Keeping the pipeline free of water and debris
5. Inspection and evaluation
6. Performing post-rehabilitation video inspection.

Payment for diverting the flow of the water away from the pipeline is included in the payment for Rehabilitate Storm Drain.

Record the quantity of slurry cement that is installed and submit this quantity. The City does not pay for slurry cement backfill material that is wasted, disposed of, or remaining on hand after the completion of the work.

The contract price paid per cubic yard for all sizes of Rehabilitate Storm Drain shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for all the work involved in constructing rehabilitating the storm drain, including, but not limited to, pipe inspection, pipe cleaning, water diversions, pumping, debris removal and disposal, OSHA requirements, concrete, grout, mortar, slurry backfill, as shown on the plans, as specified in the City of Roseville Design and Construction Standards, the State Standard Specifications and these special provisions and as directed by the Engineer. The bid item for Rehabilitate Storm Drain Pipe shall be used to establish the contract price paid per cubic yard and the items shall not be subject to unit price adjustments based on changes in quantities.

The contract lump sum price paid for Manhole Rehabilitation and Grouting shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for all the work involved in rehabilitating manholes, including, but not limited to, manhole cleaning, water diversions, pumping, debris removal and disposal, OSHA requirements, concrete, grout, mortar, slurry backfill, as shown on the plans, as specified in the City of Roseville Design and Construction Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Replace "Reserved" section 71-3.10 with:

71-3.10 CENTRIFICALLY CAST CONCRETE PIPE

71-3.10A GENERAL

Section 71-3.10 includes specifications for materials and methods for waterproofing, sealing, structural reinforcement, and corrosion protection of existing corrugated steel pipes the Centrifugally Cast Concrete Pipe which is a Spray Applied Pipe Liner (SAPL). The SAPL shall extend over the entire length of the host corrugated steel pipe creating a continuous structural concrete pipe within the pipe. This specification offers flexibility in design by offering technologies available for repairing the various defects found in these structures.

71-3.10A(1) Referenced Standards

ASTM C-76	Standard Specifications for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C-109	Standard Test Method for Compressive Strength of Hydraulic Cement Mortars
ASTM C-157	Standard Test Method for Length Change of Hardened Hydraulic Cement Mortar and Concrete
ASTM C-293	Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Center-Point Loading)
ASTM C-309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C-403	Standard Test Method for Time of Setting of Concrete Mixtures by Penetration Resistance
ASTM C-469	Standard Test Method for Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression
ASTM C-496	Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens
ASTM C-666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C-882	Standard Test Method for Bond Strength of Epoxy Resin Systems Used with Concrete by Slant Shear
ASTM A-979	Standard Specification for Concrete Pavements and Linings Installed in Corrugated Steel Structures in the Field
ASTM C-1090	Standard Test Method for Measuring Changes in Height of Cylindrical Specimens of Hydraulic-Cement Grout
ASTM C-1202	Standard Test Method for Electrical Indication of Concretes Ability to Resist Chloride Ion Penetration
ASTM C-1315	Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete

71-3.10A(2) Preparation

Safety

The Local & Federal Safety regulation and Contractor shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering confined spaces, local and Federal Safety regulation.

Flow Control

Before Spray Applied Pipe Liner (SAPL) installation, all water flow through the discharge pipe to be rehabilitated shall be stopped by installing a temporary coffer dam and diverting flow over spill way. Additional methods such as temporary plugs or sandbags shall be utilized to stop the flow of any leaks around the gate, as necessary.

TV Inspection

Inspection of pipelines shall be performed by experienced personnel trained in closed-circuit television (CCTV). The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation, and it shall be noted so that these conditions can be corrected. A USB drive (or file transfer) and log sheet shall be kept for later reference by the City. A copy of the video footage and log sheet shall

also be sent to the City. Pre and post lining CCTV video files shall be provided and clearly labeled as such with inspection dates.

Obstruction Removal
The line shall be cleared of obstructions such as debris, dropped joints or collapsed pipe that will prevent installation. If inspection reveals any obstructions that cannot be removed by conventional sewer cleaning equipment, then the City shall be notified.

Cleaning
All debris shall be removed from the pipe. All waste shall be collected in bags or polymer waste containers and removed from the site for disposal.

Infiltration Control
Areas of water seepage shall be sealed off by an approved method of rapid setting plugs and/or chemical injection grout. The proposed water control methods of rapid setting plugs and /or chemical injection grout need to be chemically compatible with the new liner materials. Pools of water shall be removed; however, a completely dry surface is not required.

Patching
Holes and voids around the existing pipe shall be patched or filled by hand packing or hand spray application and troweled flat. Permacast Plug and Permacast Patch or equivalent shall be used for hand patching needs. Entry shall be made per OSHA confined space requirements.

71-3.10A(3) Submittals

All submittals shall conform to the requirements of this specification.
In addition, the following items are required of the installer to be submitted to the engineer. The Contract shall not be considered complete until receipt and acceptance of the following:

Reference submittals

a. Contractor shall submit certification from the manufacturer that they are licensed and trained.

b. Material certification, Manufacturer shall have 12 years of experience in cementitious mortar production for centrifugal application. Mortar must be specifically designed for horizontal pipe lining process.

c. Contractor shall provide an Engineering Design Guide upon request to prove the authenticity of calculations. In addition, a certified engineer's stamp will be required to approve the final design.

Product data

a. Patching and plugging material.

b. Cementitious lining material

c. CIPP material data

d. Independent third-party testing reports less than (10) years old.

71-3.10A(4) Quality Assurance and Acceptance

Two test cubes of the SAPL material may be taken once in the morning and once in the afternoon during each day's work at City's expense to verify strengths per ASTM C-109. Thickness may be verified with a wet gage at the entrance and exit of the pipe. Thickness gauges shall be placed every 25 feet at the 12 o'clock, 3 o'clock, 6 o'clock and 9 o'clock position. These gauges shall be set at the thickness to be applied and be completely covered upon inspection. Any areas found to be thinner than minimum shall immediately receive additional material. Visual inspection should verify a leak free, uniform appearance. All materials testing shall be performed at the City's expense by an independent third-party laboratory selected by the City or as recommended by the manufacturer. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents.

Hydraulic Capacity - Overall, the hydraulic capacity shall be maintained as large as possible. The installed SAPL shall, at a minimum, be equal to the full flow capacity of the original pipe before rehabilitation. In those cases where full capacity cannot be achieved after SAPL installation, the Contractor shall submit a request to waive this requirement together with the reasons for the waiver request. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

The Contractor shall perform a detailed closed-circuit television inspection, in accordance with ASTM standards, in the presence of the City after installation of SAPL. The finished SAPL shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks, and other defects. Unedited digital documentation of the inspection shall be provided to the City within ten (10) working days of the SAPL installation. The data shall note the inspection date, debris, as well as any defects in the SAPL, including, but not limited to, gouges, cracks, bumps, or bulges.

City shall review and approve payment based upon satisfactory completion of a liner that is free of significant defects as demonstrated by CCTV inspection listed in paragraph 71-3.10A(2) of this section.

71-3.10B Materials

71-3.10B(1) Spray Applied Liner (SAPL)

Pipe Lining Mortar

1. Mortar / material shall be specifically designed for the horizontal pipelining process / SAPL and show 12 years of experience as manufacturer of said process and equipment.

2. Per ASTM C-76, in no case, however, shall the proportion of Portland cement, blended with hydraulic cement, or a combination of Portland cement and supplementary cementing materials, be less than 470 pounds per cubic yard.

Physical Properties

Set Time at 70 degrees F ASTM C-403	
Initial Set	Approx. 170 minutes
Final Set	Approx. 300 minutes
Flexural Strength ASTM C-293	
24 hours	min. 1,200 psi
28 days	min. 1,530 psi
Compressive Strength ASTM C-109	
24 hours	3,000 psi
7 days	6,500 psi
Split Tensile Strength ASTM C-496	835 psi
Shear Bond ASTM C-882	2,900 psi
Modulus of Elasticity ASTM C-469	
28 days	min. 3.26 X 10^6 Pa
Freeze Thaw ASTM C-666	300 Cycle Pass
Chloride Permeability ASTM C-1202	<50 Coulombs

71-3.10C Construction

Spray Applied Pipe Liner (SAPL) Installation

Equipment: Mortar mixers, compressors and pumps are standard commercial models. The high-speed, bi-directional rotating applicator device shall be used to provide a densely compacted liner of uniform thickness and thorough coverage.

Mixing: Combine 50 pounds of the packaged dry mix with 1-gallon of potable water while mixing with a high-speed shear mixer until proper consistency is obtained. Continue to agitate the mortar to prevent thickening beyond the desired fluidity. The working time is approximately 30 minutes depending upon conditions.

Application

a. The Liner thickness shall be applied to the thickness no less than the required minimum of ¾-inch for a 54-inch CMP.

b. APM, LLC's PL-8,000 SAPL Fine Aggregate Concrete pipe renewal material shall be applied onto the entire length of the original pipe. PL-8,000 shall be applied in a minimum of two (2) coats. The first coat may be applied by direct spray method with a robot or manual application by hand spray. Grind back any imperfections where needed. The second and any subsequent coats shall utilize the bi-directional SpinCasting method to line the entire length of the discharge pipe.

c. The SpinCaster shall be positioned within the center of the pipe and commence pumping the mixed mortar. As the mortar begins to be centrifugally cast evenly around the interior, retrieve the applicator head at the best speed for applying the thickness that has been selected. If flows are interrupted for any reason, simply arrest the retrieval of the applicator head until flows are restored.

d. The retrieval speed can be easily varied to create different thickness as the condition may dictate to provide sufficient strengths. Because of the even application throughout the circumference, thickness may be verified at any point.

e. If additional thickness is desired at any section, simply place the rotating applicator at that level reverse rotation direction and recommence pumping and retrieval until that area is thickened. Built-in bonding agents allow additional layers to be applied at any time.

f. The pressure application from the centrifugal casting of the mortar produces a finely textured surface that requires no additional troweling or finishing.

Hot Weather Application (Above 80 Degrees Fahrenheit)

a. Do not apply mortars when ambient and surface temperatures are 100 degrees Fahrenheit and above without taking hot weather curing precautions. Shade the material and prepared surface to keep it cool.

b. To extend working time, mix the material with cool water or ice-cooled water. Be certain the substrate is saturated surface dry (SSD) before application begins.

c. Proper curing is always required and is particularly important in hot weather.

Cold Weather Application (Below 45 Degrees Fahrenheit):

a. Do not apply mortars when ambient temperatures are expected to fall below 45 degrees Fahrenheit within 72 hours of placement. Both ambient and substrate temperatures must be at least 45 degrees Fahrenheit at the time of placement.

b. Low substrate and ambient temperatures slow down rate of set and strength development. At temperatures below 45 degrees Fahrenheit, warm the material, water, and substrate. Properly ventilate the area when heating. Protect the new liner from freezing.

71-3.10C(2) Product Handling

Special handling is not required for mortar. Normal precautions for "nuisance dust" shall be observed.

Keep mortar dry until used. Avoid dust formation. The cement contained in this product reacts alkaline when in contact with water or humidity. This may cause severe irritation of the skin or mucous membranes. The humidity of the skin or mucous membranes is enough of this reaction. Prolonged direct contact to the dry product should be avoided.

Usage: Avoid inhalation of dusts. Avoid skin contact. Pour downwind and allow as little free fall as possible while emptying bags into equipment. Use all appropriate measures of dust control or suppression, and Personal Protective Equipment (PPE).

Housekeeping: Avoid actions that cause the cement mortar dust and cement to become airborne during clean-up such as dry sweeping or using compressed air. Use HEPA vacuum or thoroughly wet with water to clean-up dust.

Storage: Store in a cool, dry area. Excessive moisture or pressures from stacking may cause some consolidation of powder in areas with temperatures exceeding 90 degrees Fahrenheit.

Clothing: Promptly remove and launder clothing that is dusty or wet with mortar. Thoroughly wash skin after exposure to dust or wet mortar.

The Contractor shall carry out his operations in strict accordance with all applicable OSHA standards. Attention is drawn to those safety requirements involving entering confined spaces.

71-3.10C(3) Site Clean Up

The job site shall be clean and free of construction waste before demobilization.

71-3.10D Payment

The contract linear foot price paid for all sizes of Centrifugally Cast Concrete Pipe shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for all the work involved in constructing centrifugally cast concrete pipe, complete in-place, including, but not limited to, pipe inspection, pipe cleaning, water diversions, pumping, debris removal and disposal, OSHA requirements, concrete, grout, mortar, as shown on the plans, as specified in the City of Roseville Design and Construction Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

The bid items for Centrifugally Cast Concrete Pipe shall be used to establish the contract price paid per linear foot and the items shall not be subject to unit price adjustments based on changes in quantities.

Appendix A:
Progress Payment Forms

CITY OF ROSEVILLE CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

MONTHLY PROJECT PAYMENT ESTIMATE SUMMARY

Payment Estimate No: _____

Work Performed Through: _____

Contractor: _____ Project: _____

Address: _____ Acct.No: _____

_____

Contract Summary	
Original Contract Amount:	(1) _____
Approved Change Orders (CCO) through CCO#: _____	(2) _____
Quantity Changes (Requires Project Engineer/Inspector verification):	(3) _____
Total Contract Amount to Date:	(4) _____

Payment Summary	CURRENT PAY PERIOD AMOUNT	PREVIOUS AMOUNT	TO DATE AMOUNT
Contract Payments Payment through PP# _____)			
Change Order Payments (CCO# _____ through _____)			
Total Earnings:			
Less: Retention: (5%) In escrow account Yes ☐ No ☐			
Less: Administrative Deductions (Deducted from PP# _____)			
Payment Due to Contractor			

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his knowledge, information, and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.

Resident Engineer:	**Senior Engineer:**	**Contractor:**
Date:	**Date:**	**Date:**

Form CC 1 REV: 01/2015

CITY OF ROSEVILLE
CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

Project: _____

Acct.No: _____

Contractor: _____

_____

PROJECT PAYMENT ESTIMATE

Payment Estimate No: _____

Work Performed Through: _____

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Contract Amount	This Estimate		Previous Estimates		Work Completed		Work Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount

FORM CC 2 REV: 5/07

CITY OF ROSEVILLE
CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

Project: _____

Acct.No: _____

Contractor: _____

QUANTITY ADJUSTMENT FORM

Payment Estimate No: _____

Work Performed Through: _____

INSTRUCTIONS

This form is to accompany Progress Payments or the Final Payment where there are quantity changes (variations in quantities) authorized by the Department of Public Works that adjust the Total Contract Amount.

Quantity Changes in the amount of:
Accompanying Progress Payment # (or Final Payment) _____ have been reviewed and the actual quantities verified.

Item No.	Item Description	Unit	Unit Cost	Contract Quantity Adjustments								
				This Estimate			Previous Estimates			To-Date Totals		
				Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount

Contractor Signature **Date**

Resident Engineer Signature **Date**

FORM CC 3 REV: 5/07

CONSTRUCTION CONTRACT
FINAL RELEASE

NOTICE: A signed Final Release is required with submittal of request for final payment.

From: _____
Contractor

_____
Address

Date: _____

Payment Request No: _____

Acct.No: _____

Project Name:
_____
_____

To: CITY OF ROSEVILLE
Department of Public Works
Engineering Division
311 Vernon Street
Roseville, CA 95678

Upon receipt by the undersigned of a check from the City of Roseville in the sum of

_____

payable to _____

_____

This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, including the work of or all materials furnished for all subcontractors, suppliers, or other agents acting on behalf of the undersigned on this work. There are no disputed claims for additional work.

Contractor Signature: _____

Print Name: _____

Title: _____

Date: _____

Appendix B:
Door Hanger

CITY OF ROSEVILLE
CALIFORNIA
Public Works

Stoney Point Way
Drainage Repair Project

The City of Roseville will be performing storm drainage maintenance along Stoney Point Way between N. Cirby Way and Jamestown Drive starting _____. Work will occur from 7:30 a.m. to 4:30 p.m. on weekdays for approximately two months.

There will be lane closures with flaggers present. Traffic will remain open in both directions.

In the area where work is underway, no parking is permitted on the street. "No parking" signs will be placed on the street 72 hours before work begins.

DRAFT

Please slow down and travel with care in the work zone.

Work schedules are subject to change due to weather and other unforeseen conditions.

If you have project questions, please contact the Public Works Department by calling (916) 746-1300 or emailing engineering@roseville.ca.us.

Thank you for your patience and understanding while we proactively maintain your neighborhood's storm drainage system.

To learn more about Roseville's storm drainage, scan the QR code below.

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: Stoney Point Way Drainage Project

Project Location(s): Existing rights-of-way (ROW) within Stoney Point Way, adjacent to George Sargent Elementary School, and a small section of Jamestown Drive where it intersects with Stoney Point Way, Roseville, California

Project Description: The Public Works Department seeks to repair and perform maintenance on approximately 1,427 linear feet of existing 54-inch corrugated metal storm drainpipe within Stoney Point Way and a small segment of Jamestown Drive where the two streets intersect in the Maidu neighborhood south of North Cirby Way. The repair would consist of applying a concrete spray liner using trenchless technology. The drainpipes would be accessed via existing manholes located in Stoney Point Way. Two of the existing manhole bases would also be rehabilitated as part of the project. The project would not require any trenching, and all project activities would be contained entirely within the drainpipes and the areas immediately surrounding the manholes. All work would occur within existing ROW. The project would not result in an expansion of use or capacity.

Public Agency Approving Project: Roseville City Council

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

Reason why this Project is Exempt: The project qualifies for a Class 1 and Class 2 Categorical Exemption as described in Section 15301 and Section 15302 of the California Environmental Quality Act (CEQA) guidelines which states:

> "Class 1 (Existing Facilities) consists of the … repair and maintenance…of existing public or private structures [and] facilities… involving negligible or no expansion of use."

The project consists of maintaining and repairing existing drainpipe with the application of a concrete spray liner using trenchless technology. The project would not result in expansion of use. Consequently, the Class 1 Categorical Exemption applies.

Lead Agency Contact Person: Laura Salcedo, Roseville Department of Public Works (916-774-5).

Signature: Jessica Lynch Date: 12/11/2025

Jessica Lynch, Environmental Coordinator
City of Roseville

City Council Communication

Meeting Date: 1/21/2026
Item #: VII.5
File #: 0900-04-01 & 0103-29-02 & 0201-01
Item ID: 2025-874

Title:	Fairway Drive and Junction Boulevard Arterial Resurfacing Project - Award of Construction Contract and Budget Adjustments
Contact:	Nick Bumb 916-746-1313 nfbumb@roseville.ca.us

SUMMARY

Staff recommends approval of a construction agreement with McGuire and Hester in the amount of $3,452,605 for the Fairway Drive and Junction Boulevard Arterial Resurfacing Project and associated budget adjustment. The project scope includes replacement of failed sections of asphalt pavement and placement of a preventative maintenance surface treatment. Roadway segments include the entirety of Fairway Dr. from Blue Oaks Blvd. to Stanford Ranch Rd. and Junction Blvd. from Washington Blvd. to Foothills Blvd. Construction is anticipated to begin in April 2026, with completion in the summer of 2026. The project construction is estimated to cost $4,350,000 and will be funded with federal Regional Surface Transportation Program funds, state CalRecycle funds, Roseville Finance Authority Capital Project funds and Highway User Tax funds. The budget adjustments will increase project funding from the Roseville Finance Authority Capital Project fund and reduce Highway User Tax funding for a net reduction in total funding. No General Fund resources will be used for this project.

RECOMMENDATION

Staff recommends that the City Council:

1. Award the Fairway Drive and Junction Boulevard Arterial Resurfacing project to the low bidder, McGuire and Hester, for $3,452,605 and adopt a resolution authorizing the City Manager to execute the agreement and authorize change order authority, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract amount; and

2. Acting as the Roseville Finance Authority, adopt a resolution to approve a budget adjustment in the amount of a $560,000 increase in the Roseville Finance Authority Capital Project Fund; and

3. Adopt an ordinance to approve a budget adjustment in the amount of an $800,000 reduction to the Highway User Tax Fund.

BACKGROUND

The scope of this project includes: replacement of failed sections of asphalt pavement; resurfacing; and replacement of signal detector loops that are within the repaired pavement sections. The streets included in the project are: Fairway Drive between Blue Oaks Boulevard and Stanford Ranch Road; and Junction Boulevard between Foothills Boulevard and Washington Boulevard.

Staff determines which Roseville streets are to be resurfaced with the aid of a pavement management system software that optimizes the timing of resurfacing projects based upon road condition and available funding.

At the August 20, 2025 meeting, Council approved the plans and specifications for the project and authorized staff to call for bids. The bid opening was held on October 28, 2025 and a total of six bids were received. The following is a summary of the engineers' estimate and the three lowest bids received:

TABULATED BID RESULT SUMMARY

Bidder	Construction Bid	
McGuire and Hester	**$**	**3,452,605.00**
VSS International	$	3,494,120.00
Pavement Coatings Co.	$	3,624,095.00
Engineer's Estimate	$	3,890,000.00

Construction is anticipated to begin April 2026 with completion in the summer of 2026. Temporary lane closures will be required to facilitate construction, but all roads will remain open during construction. Working hours will vary depending upon the specific traffic characteristics of each roadway. It is anticipated that the majority of work on Fairway Dr will be completed during the night, while the majority of work on Junction Blvd will be completed during the day.

Public Outreach

Public Works staff will be working closely with our Public Affairs and Communications team to keep the community and stakeholders informed of the project and its impacts.

FISCAL IMPACT

The Public Works Department is requesting a budget adjustment of $560,000 to increase the Fairway Drive and Junction Boulevard Arterial Resurfacing Project budget from available resources in the Roseville Finance Authority (RFA) Capital Projects fund. A recent review of the 2016 RFA refunding bonds identified $560,000 in additional community facilities district (CFD) refunding savings available for capital project use. Fairway Drive is an eligible facility under the originating CFD, and the Project meets the requirements for allocation of these funds. This budget adjustment appropriates the CFD refunding savings to the Project to support resurfacing work consistent with the project's scope and authorized use of refunding proceeds.

Consequently, the Public Works Department is requesting a budget adjustment to reduce the project budget by $800,000 in Highway User Tax (HUT) funds, due to the appropriation of $560,000 in CFD refunding savings. The HUT funds will be returned to the fund balance for future transportation needs. The net effect of these budget adjustments results in an overall reduction of the total project budget by $240,000, primarily due to lower-than-anticipated bids.

With the requested budget adjustments, the project will be funded with approximately $1.3 million in federal Regional Surface Transportation Program (RSTP) funds, $100,000 in state CalRecycle grant funds, $400,000 in Highway User Tax (HUT) funds, and $2.9 million in Roseville Finance Authority Capital Project Funds.

ENVIRONMENTAL REVIEW

The proposed project involves the repair of an existing roadway. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,
Nick Bumb, Associate Engineer

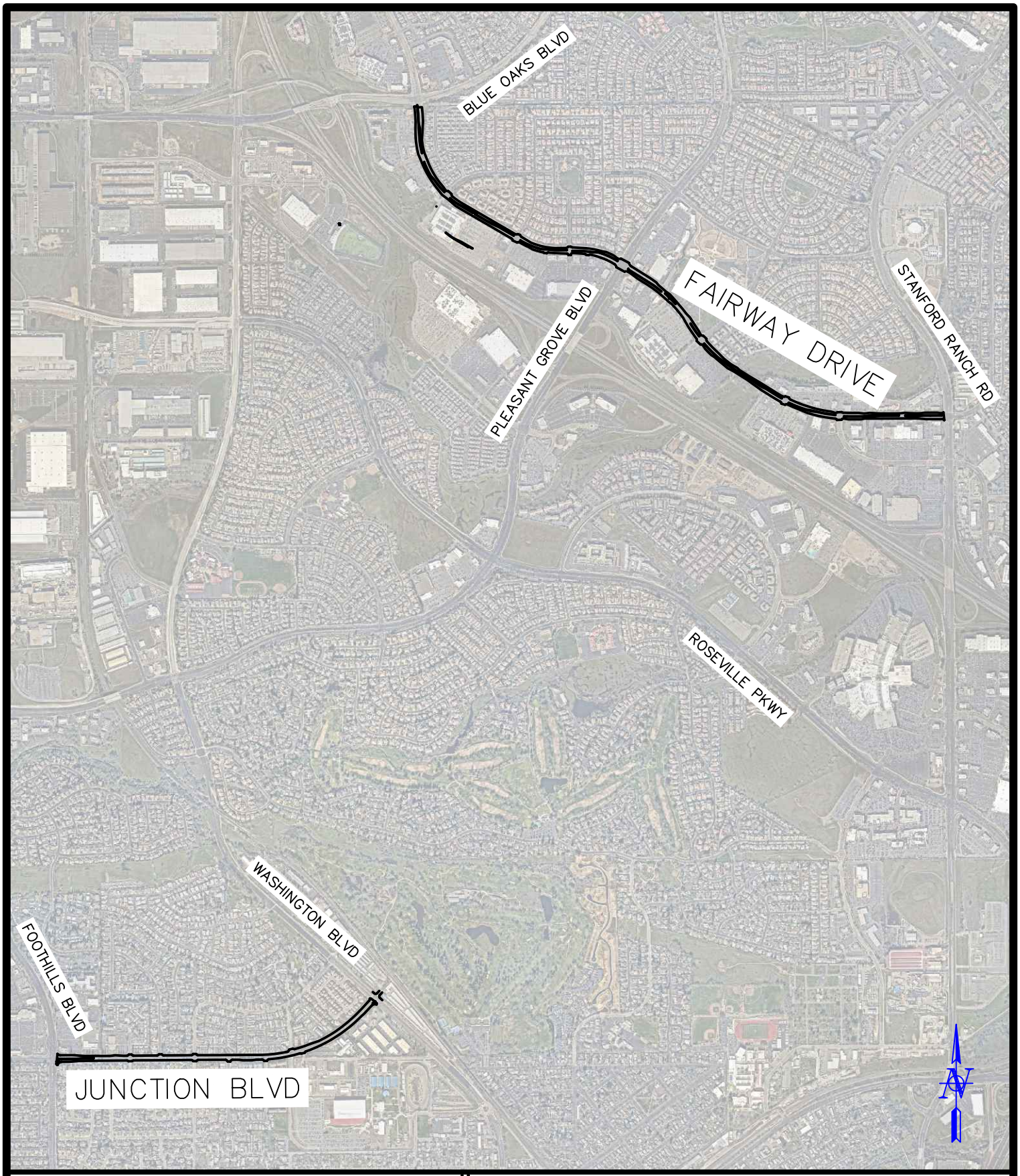
Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Vicinity Map
2. Resolution 26-007
3. Agreement
4. Resolution 26-1
5. Ordinance 7031
6. Bid Summary Sheet
7. Notice of Intent
8. CEQA Exemption (Class 1)
9. Faithful Performance Bond
10. Labor and Materials Payment Bond

REVIEWERS:

Nick Bumb, Public Works Department - Engineering - City Project's	Created/Initiated - 12/16/2025
Jesse Khatkar, Public Works Department - Engineering - City Project's	Approved - 12/17/2025
Noah Siviglia, Public Works Department - Engineering - Traffic Engineering	Approved - 12/17/2025
Stefanie Kemen, Public Works Department - Engineering - Traffic Engineering	Approved - 12/18/2025
Kelly Aye, City Attorney Department	Approved - 12/24/2025
Katrina Six, City Clerk Department	Approved - 12/24/2025
Kelly Aye, City Attorney Department	Approved - 12/24/2025
Katrina Six, City Clerk Department	Approved - 1/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/6/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/12/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/12/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/12/2026
Katrina Six, City Clerk Department	Final Approval - 1/13/2026



CITY OF ROSEVILLE CALIFORNIA

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

LOCATION MAP

PROJECT: 500490	DATE: MARCH 2025
DRAWN: E. DEMYANENKO	SCALE: 1" = 1800'

RESOLUTION NO. 26-007

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MCGUIRE AND HESTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for the Fairway Drive and Junction Boulevard Arterial Resurfacing Project, by and between the City of Roseville and McGuire and Hester, 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 _____, 2026, 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 McGuire and Hester, a Corporation, ("CONTRACTOR"); and

WITNESSETH:

WHEREAS, the City Council of the CITY, at a meeting held on the 8th day of August, 2025, approved plans and specifications for the Fairway Drive and Junction Boulevard Arterial Resurfacing Project and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 28th day of October, 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 Fairway Drive and Junction Boulevard Arterial Resurfacing 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 three million four hundred fifty two thousand six hundred five dollars ($3,452,605) 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 $3000 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 70 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
Public Works - Engineering	McGuire and Hester
311 Vernon Street	1016 N. Market Blvd.
Roseville, CA 95678	Sacramento, CA 95834
(916) 746 - 1300	(916) 372-8910

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 STRUCTURAL 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.

15. FEDERAL CONTRACTING REQUIREMENTS. CONTRACTOR shall adhere to all requirements set forth in the FHWA-1273 form entitled "Required Contract Provisions Federal-Aid Construction Contracts" which is attached hereto in its entirety as Exhibit "A" and incorporated herein by this reference. The current wage determination for federal minimum wage rates established by the United States Secretary of Labor referenced in Section IV of Exhibit "A" is set forth in Exhibit "B," also attached hereto and incorporated herein by this reference.

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

McGuire and Hester, a
Corporation

BY: _____
its: Brock Grunt/President

and

BY: _____
its: _____

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On 11/06/2025 before me, Claudia Ortega, Notary Public
(insert name and title of the officer)

personally appeared Brock Grunt,
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.

CLAUDIA ORTEGA
Notary Public - California
Alameda County
Commission # 2462398
My Comm. Expires Oct 3, 2027

Signature _____ (Seal)

FINANCE AUTHORITY OF THE CITY OF ROSEVILLE

RESOLUTION NO. 26-1

AUTHORIZING AMENDMENTS TO THE FY2025-26 BUDGET

WHEREAS, the Finance Authority of the City of Roseville desires to allocate money as listed on the attached budget adjustment for the Fairway Drive and Junction Boulevard Arterial Resurfacing project.

NOW, THEREFORE, the Finance Authority of the City of Roseville does hereby resolve that the Roseville Finance Authority Budget Fiscal Year FY2026-26, is hereby amended by transferring an additional appropriation in the amount of $560,000.

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

AYES AGENCY MEMBERS:

NOES AGENCY MEMBERS:

ABSENT AGENCY MEMBERS:

_____
CHAIR

ATTEST:

_____
Secretary

REQUEST FOR BUDGET ADJUSTMENT

Updated 11/19/2025

Please complete the cells highlighted in yellow.

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

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3541	5411	84001	500490	560,000	Increase Repairs And Maintenance – General budget for Fairway Drive and Junction Boulevard Arterial Resurfacing Project
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				560,000	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	560,000	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3541	3601	00000	000000	(560,000)	Decrease Roseville Finance Authority Capital Projects Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(560,000)	

Justification for Budget Adjustment:

The Public Works Department is requesting two budget adjustments to the Fairway Drive and Junction Boulevard Arterial Resurfacing Project (the "Project"). The net effect of these budget adjustments results in an overall reduction of the total project budget of $240,000 primarily due to lower-than-anticipated bids. A recent review of the 2016 RFA refunding bonds identified $560,000 in additional CFD refunding savings available for capital project use. Fairway Drive is an eligible facility under the originating CFD, and the Project meets the requirements for allocation of these funds. This budget adjustment appropriates the CFD refunding savings to the Project to support resurfacing work consistent with the project's scope and authorized use of refunding proceeds. A separate budget adjustment will be submitted to reduce the budget in the Project in the Highway Users Tax Fund (2305) to allocate that funding for future transportation needs. The current project budget is $4,834,000. With these two adjustments, the revised project budget will total $4,594,000.

ORDINANCE NO. 7031

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 Fairway Drive and Junction Boulevard Arterial Resurfacing 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_____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

Updated 11/19/2025

Please complete the cells highlighted in yellow.

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

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2305	5411	84001	500490	(800,000)	Reduce Repairs And Maintenance – General budget for Fairway Drive and Junction Boulevard Arterial Resurfacing Project
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				(800,000)	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
					Release excess HUT funding from Project 500490
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	(800,000)	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2305	3601	00000	000000	800,000	Increase Highway Users Tax Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				800,000	

Justification for Budget Adjustment:

The Public Works Department is requesting two budget adjustments to the Fairway Drive and Junction Boulevard Arterial Resurfacing Project (the "Project"). The net effect of these budget adjustments results in an overall reduction of the total project budget of $240,000 primarily due to lower-than-anticipated bids. A recent review of the 2016 RFA refunding bonds identified $560,000 in additional CFD refunding savings available for capital project use. Fairway Drive is an eligible facility under the originating CFD, and the Project meets the requirements for allocation of these funds. This budget adjustment reduceds the budget in the Project in the Highway Users Tax Fund (2305) to allocate that funding for future transportation needs. A separate budget adjustment will be submitted to appropriate the CFD refunding savings to the Project. The current project budget is $4,834,000. With these two adjustments, the revised project budget will total $4,594,000.

FAIRWAY DRIVE AND JUNCTION BOULEVARD ARTERIAL RESURFACING PROJECT

CITY PROJECT NUMBER: 500490

TABULATED BID RESULT SUMMARY

Bidder	Construction Bid
McGuire and Hester	**$ 3,452,605.00**
B&M Builders	$ 3,704,692.00
Central Valley Engineering & Asphalt	$ 4,019,069.00
Martin Brothers Construction	$ 3,991,350.00
Pacement Coatings Co.	$ 3,624,095.00
VSS International	$ 3,494,120.00

311 Vernon Street
Roseville, CA 95678

NOTICE OF INTENT TO AWARD

Date: December 4, 2025

To: All bidders, concerning the **Fairway Drive and Junction Boulevard Arterial Resurfacing Project**

From: Public Works Engineering

Subject: Notice of Intent to Award

Regarding the **Fairway Drive and Junction Boulevard Arterial Resurfacing Project**, for which the City Council of the CITY approved plans and specifications for the project. Request for Proposals was released on September 17th, 2025, and for which the City Council of the CITY directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on October 28th, 2025. Submitted proposals were to be opened and read publicly by the City Clerk's office on October 28th, 2025; upon which a lowest responsive bidder has been determined.

The City has determined **McGuire and Hester** to be the lowest responsive bidder and intends to recommend City Council approval of a Construction Agreement at the January 21st, 2026 City Council Meeting.

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: Fairway - Junction Arterial Resurfacing Project

Project Location(s): Fairway Drive between Blue Oaks Boulevard and Stanford Ranch Road and Junction Boulevard between Foothills Boulevard and Washington Boulevard, Roseville, California.

Project Description: The project involves preventative maintenance activities along segments of Fairway Drive and Junction Boulevard. Activities would include patching and sealing and may include the removal and replacement of failed asphalt roadway sections, if needed. The project would not result in an expansion of capacity or use and is not located near any sensitive environmental resources.

Public Agency Approving Project: Roseville City Council

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

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

> "Class 1 consists of …. .minor alteration of existing public facilities, ….involving negligible or no expansion of use beyond that previously existing…. examples include highways, streets, sidewalks, gutters, bicycle and pedestrian trails…."

The project is confined to existing streets within City right-of-way and would not result in expansion of use. No environmentally sensitive resources are located within the project site; therefore the Class 1 exemption is applicable to the proposed project.

Lead Agency Contact Person: Nicolas Bumb, Public Works Department, 311 Vernon Street, Roseville, CA 95678 (916) 746-1313.

Signature: Jessica Lynch Date: 5/27/2025

Jessica Lynch, Environmental Coordinator, City of Roseville

Executed in Triplicate

Bond No. 30258534
Premium $ 12,834.00

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: Fairway Drive and Junction Boulevard Arterial Resurfacing Project)

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

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

NOW, THEREFORE, we the undersigned PRINCIPAL and Western Surety Company, a South Dakota corporation, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Three Million Four Hundred Fifty Two Thousand Six Hundred Five and 00/100 dollars ($3,452,605.00) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

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

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

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

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

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

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

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

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

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

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 6th day of November, 20 25.

PRINCIPAL: McGuire and Hester

BY: _____

PRINT NAME: Brock N. Grunt

PRINT TITLE: President

AND

BY: _____

PRINT NAME: Bruce W. Daseking

PRINT TITLE: Vice President

SURETY: Western Surety Company

BY: _____

PRINT NAME: Yvonne Roncagliolo

PRINT TITLE: Attorney-in-Fact

MAILING ADDRESS:

Western Surety Company

2121 N. California Blvd., Suite 760

Walnut Creek, CA 94596

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

APPROVED AS TO FORM:

BY: _____

City Attorney

[B:\City Attorney\agreement\form agreements\Project Manuals\streets & bridges project manual.docx; 1/18/2024]

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Contra Costa

On 11-6-2025 (Date) before me, Christina Parsons, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Yvonne Roncagliolo (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

CHRISTINA PARSONS
Notary Public - California
Contra Costa County
Commission # 2479548
My Comm. Expires Feb 10, 2028

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 CParsons (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Yvonne Roncagliolo	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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ACKNOWLEDGMENT

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

State of California
County of Alameda)

On 11/10/2025 before me, Claudia Ortega, Notary Public
(insert name and title of the officer)

personally appeared Brock Grunt/Bruce Daseking,
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.

CLAUDIA ORTEGA
Notary Public - California
Alameda County
Commission # 2462398
My Comm. Expires Oct 3, 2027

Signature _____ (Seal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Kathleen Earle, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Nathalia P Sholl, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of December, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 30th day of December, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of November, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Executed in Triplicate

Bond No. 30258534
Premium $ Included in Perf. Bond

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND

(Project: Fairway Drive and Junction Boulevard Arterial Resurfacing Project)

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

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

NOW, THEREFORE, we the undersigned PRINCIPAL and Western Surety Company, a South Dakota corporation, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Three Million Four Hundred Fifty Two Thousand Six Hundred Five and 00/100 dollars ($ 3,452,605.00) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 6th day of November, 2025.

PRINCIPAL: McGuire and Hester

BY: _____

PRINT NAME: Brock N. Grunt

PRINT TITLE: President

AND

BY: _____

PRINT NAME: Bruce W. Daseking

PRINT TITLE: Vice President

SURETY: Western Surety Company

BY: _____

PRINT NAME: Yvonne Roncagliolo

PRINT TITLE: Attorney-in-Fact

MAILING ADDRESS:

Western Surety Company

2121 N. California Blvd., Suite 760

Walnut Creek, CA 94596

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

APPROVED AS TO FORM:

BY: _____

City Attorney

[B:\City Attorney\agreement\form agreements\Project Manuals\streets & bridges project manual.docx; 1/18/2024]

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Contra Costa

On 11-6-2025 before me, Christina Parsons, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Yvonne Roncagliolo
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

CHRISTINA PARSONS
Notary Public - California
Contra Costa County
Commission # 2479548
My Comm. Expires Feb 10, 2028

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 C Parsons
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Yvonne Roncagliolo	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

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ACKNOWLEDGMENT

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

State of California
County of Alameda)

On 11/10/2025 before me, Claudia Ortega, Notary Public
(insert name and title of the officer)

personally appeared Brock Grunt/Bruce Daseking,
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)

CLAUDIA ORTEGA
Notary Public - California
Alameda County
Commission # 2462398
My Comm. Expires Oct 3, 2027

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Kathleen Earle, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Nathalia P Sholl, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of December, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of December, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of November, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

City Council Communication

Meeting Date: 1/21/2026
Item #: VII.6
File #: 0900-04-03
Item ID: 2025-797

Title:	Roseville Soccer Complex Intersection Improvement Project - Notice of Completion
Contact:	Brian Gulewich 916-746-1376 bcgulewich@roseville.ca.us

SUMMARY

Staff recommends approval of the Notice of Completion for the Roseville Soccer Complex Intersection Improvement Project. The project included the construction of four (4) new traffic signals along with roadway widening to support the opening of the new Placer Valley Soccer Complex. The total cost of the construction contract with Mountain Cascade, Inc. is $7,515,054.54. The project was funded by the Blue Oaks Blvd. Fee fund, Westpark Drive Fee fund, Traffic Mitigation fund, and an interfund loan from the General Fund Capital Reserve Fund (approved by Council June 21, 2023).

RECOMMENDATION

Staff recommends that the City Council accept the Roseville Soccer Complex Intersection Improvement Project as complete and adopt a resolution authorizing the Public Works Director to execute the Notice of Completion.

BACKGROUND

The scope of this project included the construction of four (4) new traffic signals along with roadway widening and improvements in support of the opening of the new Placer Valley Soccer Complex along Westbrook Blvd. The traffic signals are located at the following intersections: Blue Oaks Blvd. and Hayden Pwky.; Blue Oaks Blvd. and Westbrook Blvd.; Westbrook Blvd. and N. Brookstone Dr.; and Westbrook Blvd. and Brookstone Dr.

Public Works Engineering Division Staff completed the final inspection of the Roseville Soccer Complex Intersection Improvement Project and have found the work to be completed in accordance with the improvement plans and specifications. The project is now ready for acceptance. As required by the specifications, the contractor will guarantee the installation and improvements for a period of 12 months from the date of Notice of Completion.

FISCAL IMPACT

The project was awarded at the December 6, 2023, City Council meeting for a contract amount of $6,904,424.45 and a construction change order authority of 10% ($690,442). The final contract amount is $7,515.054.54 which exceeded the original contract amount by 8.84% ($610,630.09) and is within the approved contingency. The increase was a result of adjustments in actual quantities of the construction bid items based on field conditions, contract change orders based on unknown underground conditions, and changes agreed upon in the field. The project was funded by the Blue Oaks Blvd. Fee fund, Westpark Drive Fee fund, Traffic Mitigation fund, and an interfund loan from the General Fund Captial Reserve Fund (approved by Council June 21, 2023).

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. Acceptance of the Roseville Soccer Complex Intersection Improvement Project Notice of Completion meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Brian Gulewich, Assistant Engineer

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Resolution 26-005
2. Notice of Completion
3. Vicinity Map
4. Faithful Performance Bond
5. Labor and Materials Bond

REVIEWERS:

Brian Gulewich, Public Works Department - Engineering - Traffic Engineering	Created/Initiated - 10/27/2025
Jesse Khatkar, Public Works Department - Engineering - City Project's	Approved - 11/18/2025
Noah Siviglia, Public Works Department - Engineering - Traffic Engineering	Approved - 12/17/2025
Stefanie Kemen, Public Works Department - Engineering - Traffic Engineering	Approved - 12/18/2025
Kelly Aye, City Attorney Department	Approved - 12/23/2025
Katrina Six, City Clerk Department	Approved - 12/23/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/6/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/6/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/6/2026
Katrina Six, City Clerk Department	Final Approval - 1/6/2026

RESOLUTION NO. 26-005

ACCEPTING THE PUBLIC WORK KNOWN AS ROSEVILLE SOCCER COMPLEX INTERSECTION IMPROVEMENT PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Roseville Soccer Complex Intersection Improvement Project, has been approved and the public work accepted.

2. The Public Works Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2026, 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 Roseville Soccer Complex Intersection Improvements Project was completed and accepted by the City of Roseville on January 21, 2026. 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 Mountain Cascade, Inc..

The surety on said project was Liberty Mutual Surety.

_____

Jason Shykowski
Public Works Director
City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Jason Shykowski, being first duly sworn, depose and say: I am the Public Works Director of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

Jason Shykowski

Public Works Director

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___, Jason Shykowski proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

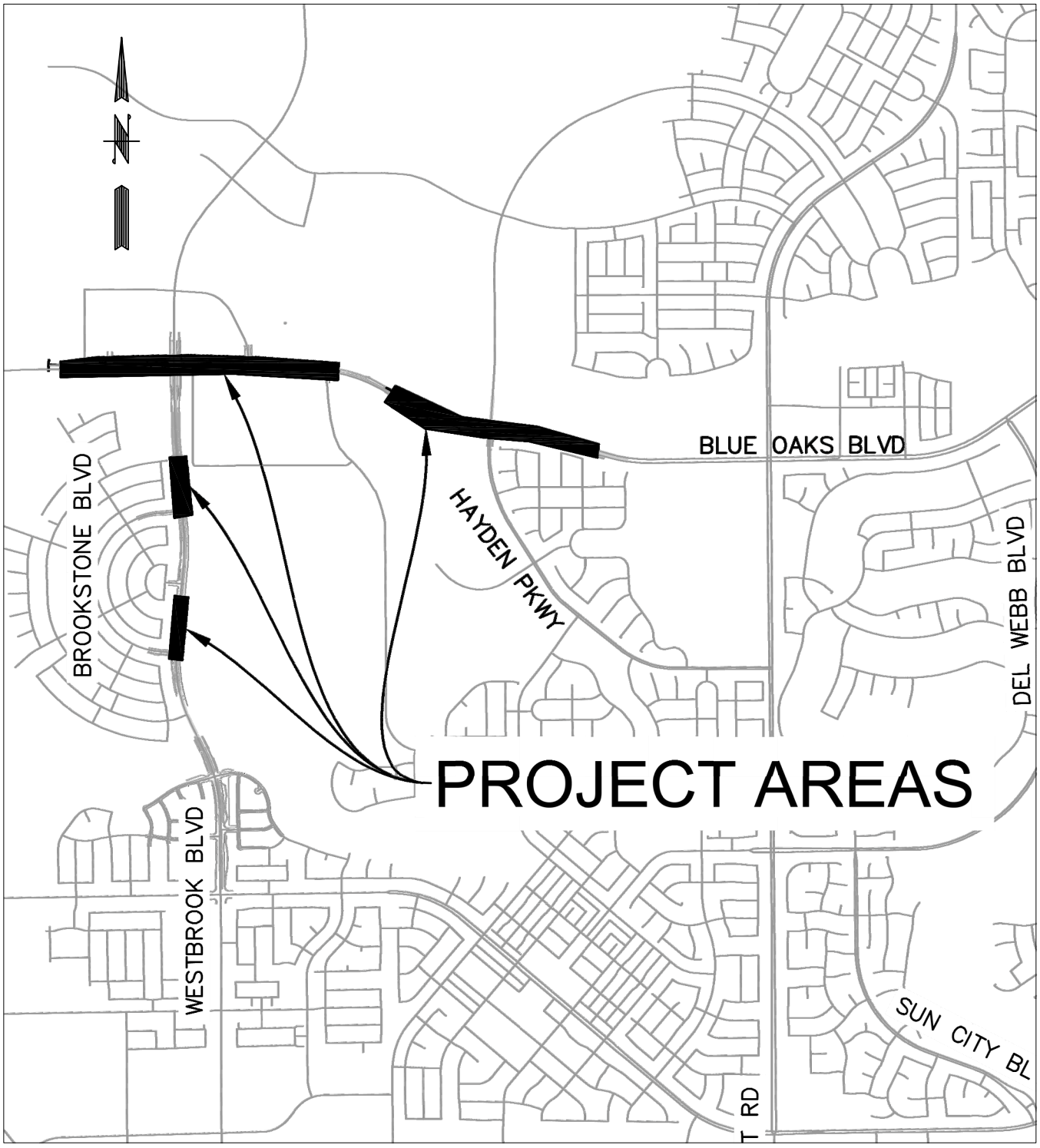
_____

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

CITY OF ROSEVILLE CALIFORNIA
Public Works

ROSEVILLE SOCCER COMPLEX INTERSECTION IMPROVEMENT PROJECT

LOCATION MAP



Bond No. 070214389
Premium $37,359.00

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND
(Project: Westbrook Sports Complex Intersection Improvement Project)

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

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

NOW, THEREFORE, we the undersigned PRINCIPAL and Liberty Mutual Insurance Company, a Corporation, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Six Million Nine Hundred and Four Thousand Four Hundred and Twenty Four and Forty Five Cents dollars ($6,904,424.45) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

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

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

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

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

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

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

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

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

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

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 10th day of October, 20 23.

PRINCIPAL: Mountain Cascade, Inc.

BY: _____

PRINT NAME: Michael Duke Fuller

PRINT TITLE: President

AND

BY: _____

PRINT NAME: David Hicks

PRINT TITLE: Corp. Secretary

SURETY: Liberty Mutual Insurance Company

BY: _____

PRINT NAME: Michelle Anne McMahon

PRINT TITLE: Attorney-In-Fact

MAILING ADDRESS:

175 Berkeley Street

Boston, MA 02116

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

APPROVED AS TO FORM:

BY: _____
City Attorney

[E:\bonds\pw faithful performance.docx; 8/14/2017]

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 10th day of October, 20 23, before me, Jennifer Godere, the undersigned officer, personally appeared Michelle Anne McMahon, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Signature of Notary Public
Date Commission Expires: March 31, 2027
Jennifer Godere
Printed Name of Notary

JENNIFER GODERE
NOTARY PUBLIC - CT 185886
My Commission Expires Mar. 31, 2027

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207373-985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Amanda Pierina D'Angelo; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Gentry Stewart; Jacqueline Susco; Jennifer Gail Godere; Joshua Sanford; Kathryn Pryor; Kyle Williams; Michelle Anne McMahon; Nicholas Turecamo; Rebecca M. Josephson

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of October, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA DEPARTMENT OF INSURANCE

Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information

Financial Statements PDF's
- Annual Statements
- Quarterly Statements

Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-526-1547

Old Company Names **Effective Date**

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

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NAIC Group List

NAIC Group #: 0111 LIBERTY MUT GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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© 2008 California Department of Insurance

Bond No. 070214389
Premium $37,359.00

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: Westbrook Sports Complex Intersection Improvement Project)

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

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

NOW, THEREFORE, we the undersigned PRINCIPAL and Liberty Mutual Insurance Company, a Corporation, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Six Million Nine Hundred and Four Thousand Four Hundred and Twenty Four and Forty Five Cents dollars ($6,904,424.45) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 10th day of October, 2023

PRINCIPAL: Mountain Cascade, Inc.

BY: _____

PRINT NAME: Michael Duke Fuller

PRINT TITLE: President

AND

BY: _____

PRINT NAME: David Hicks

PRINT TITLE: Corp. Secretary

SURETY: Liberty Mutual Insurance Company

BY: _____

PRINT NAME: Michelle Anne McMahon

PRINT TITLE: Attorney-In-Fact

MAILING ADDRESS:

175 Berkeley Street

Boston, MA 02116

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

APPROVED AS TO FORM:

BY: _____
City Attorney

[E:\bonds\pw labormat payment.docx; 8/14/2017]

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 10th day of October, 20 23, before me, Jennifer Godere, the undersigned officer, personally appeared Michelle Anne McMahon, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Signature of Notary Public
Date Commission Expires: March 31, 2027
Jennifer Godere
Printed Name of Notary

JENNIFER GODERE
NOTARY PUBLIC - CT 185886
My Commission Expires Mar. 31, 2027

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207373-985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Amanda Pierina D'Angelo; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Gentry Stewart; Jacqueline Susco; Jennifer Gail Godere; Joshua Sanford; Kathryn Pryor; Kyle Williams; Michelle Anne McMahon; Nicholas Turecamo; Rebecca M. Josephson

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of October, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA
DEPARTMENT OF INSURANCE

Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information

Financial Statements PDF's
- Annual Statements
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Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-526-1547

Old Company Names **Effective Date**

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

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NAIC Group List

NAIC Group #: 0111 LIBERTY MUT GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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City Council Communication

Meeting Date: 1/21/2026
Item #: VII.7
File #: 0900-02
Item ID: 2025-928

Title:	Church Street and Pump Station 26 Collections System Improvements Project - Notice of Completion
Contact:	William Montz 916-774-5545 wlmontz@roseville.ca.us

SUMMARY

Staff recommends approval of the Notice of Completion for the Church Street and Pump Station 26 Collections System Improvements Project. The total cost of the construction contract with Mountain Cascade, Inc. including all change orders was $7,812,060. The project was funded by the Wastewater Rehabilitation Fund and the South Placer Wastewater Authority.

RECOMMENDATION

Staff recommends City Council accept the Church Street and Pump Station 26 Collections System Improvement Project as complete and authorize the Director of Environmental Utilities to execute the Notice of Completion.

BACKGROUND

Upgrades to existing critical Wastewater Collection's pipeline infrastructure near Church Street, as well as along Sierra College Boulevard in Roseville, were needed to prevent future sanitary sewer overflows during storm events which violate the Wastewater Collection's Waste Discharge Requirements.

This project combined the Church Street Collection System Improvements Project (Schedule A) with the Regional Pump Station 26 and Force Main Capacity Improvements Project (Schedule B). The two projects had a similar scope of work involving gravity sewer main pipe bursting and areas of open-cut pipe installation. Pipe bursting was used where possible on both projects to minimize traffic disruptions and reduce restoration costs.

After two unsuccessful bids for the pipeline work in the Pump Station 26 Project in 2023, Environmental Utilities Department (EUD) staff identified the option to combine the pipeline work in the Pump Station 26 Project with the newly identified work in the Church Street Capacity Analysis to create a larger, more attractive bid package.

Church Street (Schedule A):
In April 2023, Water Works Engineers provided the Church Street Alternatives Modeling Results Technical Memorandum, outlining options to relieve surcharging and reduce the risk of sewer spills in the Church Street area which occurred during storm events during the winter of 2022/2023. EUD staff selected the alternative that included upsizing of multiple sewer gravity mains via pipe bursting, open cut installation of a new sewer gravity main, and abandonment of an existing gravity sewer main. The Wastewater Collections Group needed this work to be completed as soon as possible to avoid future sewer overflows during future wet weather seasons and potential fines.

Pump Station 26 (Schedule B):
The City of Roseville's (City) sewer system hydraulic model indicated that the regional trunk sewer on Old Auburn Road could be subject to overflows, and that this capacity deficiency will be further exacerbated under buildout development. Woodard and Curran was commissioned by the City to conduct an analysis comparing multiple options to correct the capacity issue. Recommendations from this analysis to improve pipeline capacity limitations along Sierra College Boulevard were incorporated into this project.

The plans and specifications for the combined Project were approved by City Council on May 15, 2024, and a Request for Bids for construction services was published on May 16, 2024. On June 17, 2024, two contractors submitted proposals to the City Clerk's office and a public bid opening identified Mountain Cascade, Inc. (MCI) as the apparent low bidder. MCI began construction on October 7, 2024, and completed construction on October 30, 2025.

EUD and ICM Construction Management completed final inspection of the Project and found the work to be completed in accordance with the improvement plans and specifications and the Project is ready for Council acceptance.

FISCAL IMPACT
The construction contract for this project was awarded on August 7, 2024, for $7,065,151 ($4,278,000 for Schedule A and $2,787,151 for Schedule B) with a contract change order allowance for Schedule A in the amount of 17% ($718,360) and for Schedule B in the amount of 5% (139,358).

There were 20 negotiated change orders by the end of construction, totaling $746,909.01, for a final contract amount of $7,812,060. Funding for this Project was provided by Wastewater Rehabilitation Fund and the South Placer Wastewater Authority.

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 Notice of Completion meets the above criteria and is not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS
4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
William Montz, Assistant Engineer

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:
1. Resolution 26-001
2. Notice of Completion
3. Exhibit A - Schedule A Location
4. Exhibit B - Schedule B Location

5. Bonds

REVIEWERS:

William Montz, Environmental Utilities Department - Technical Services	Created/Initiated - 12/1/2025
Jason Marks, Environmental Utilities Department - Technical Services	Approved - 12/1/2025
Tracie Mueller, Environmental Utilities Department - Wastewater	Approved - 12/11/2025
Devin Whittington, Environmental Utilities Department	Approved - 12/17/2025
Sean Bigley, Environmental Utilities Department - All	Approved - 12/19/2025
Kelly Aye, City Attorney Department	Approved - 12/22/2025
Katrina Six, City Clerk Department	Approved - 12/23/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/6/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/6/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/6/2026
Katrina Six, City Clerk Department	Final Approval - 1/6/2026

RESOLUTION NO. 26-001

ACCEPTING THE PUBLIC WORK KNOWN AS THE CHURCH STREET AND PUMP STATION 26 COLLECTIONS SYSTEM IMPROVEMENTS PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Church Street and Pump Station 26 Collections System Improvements Project, has been approved and the public work accepted.

2. The Environmental Utilities 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 _____, 20_____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the Church Street and Pump Station 26 Collections System Improvements Project was completed and accepted by the City of Roseville on January 21, 2026. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached maps, marked as Exhibit "A" and Exhibit "B" 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 Mountain Cascade, Inc..

The surety on said project was Liberty Mutual Insurance Company.

_____

Sean Bigley
Environmental Utilities Director
City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Sean Bigley, being first duly sworn, depose and say: I am the Environmental Utilities Director of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

Sean Bigley

Environmental Utilities 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___, Sean Bigley

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*

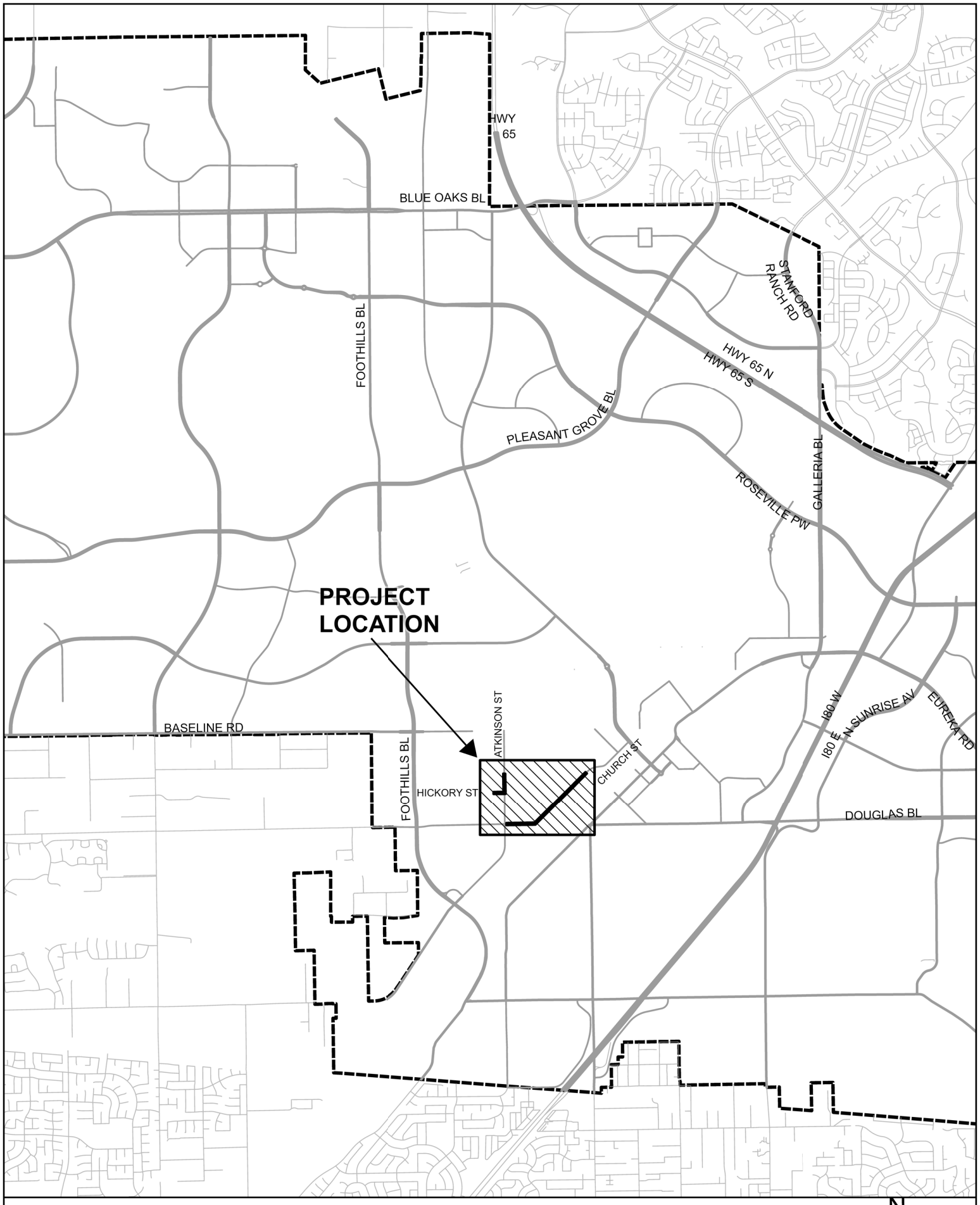

Exhibit A - Church Street and Pump Station 26
Collections System Improvements Project (Schedule A)

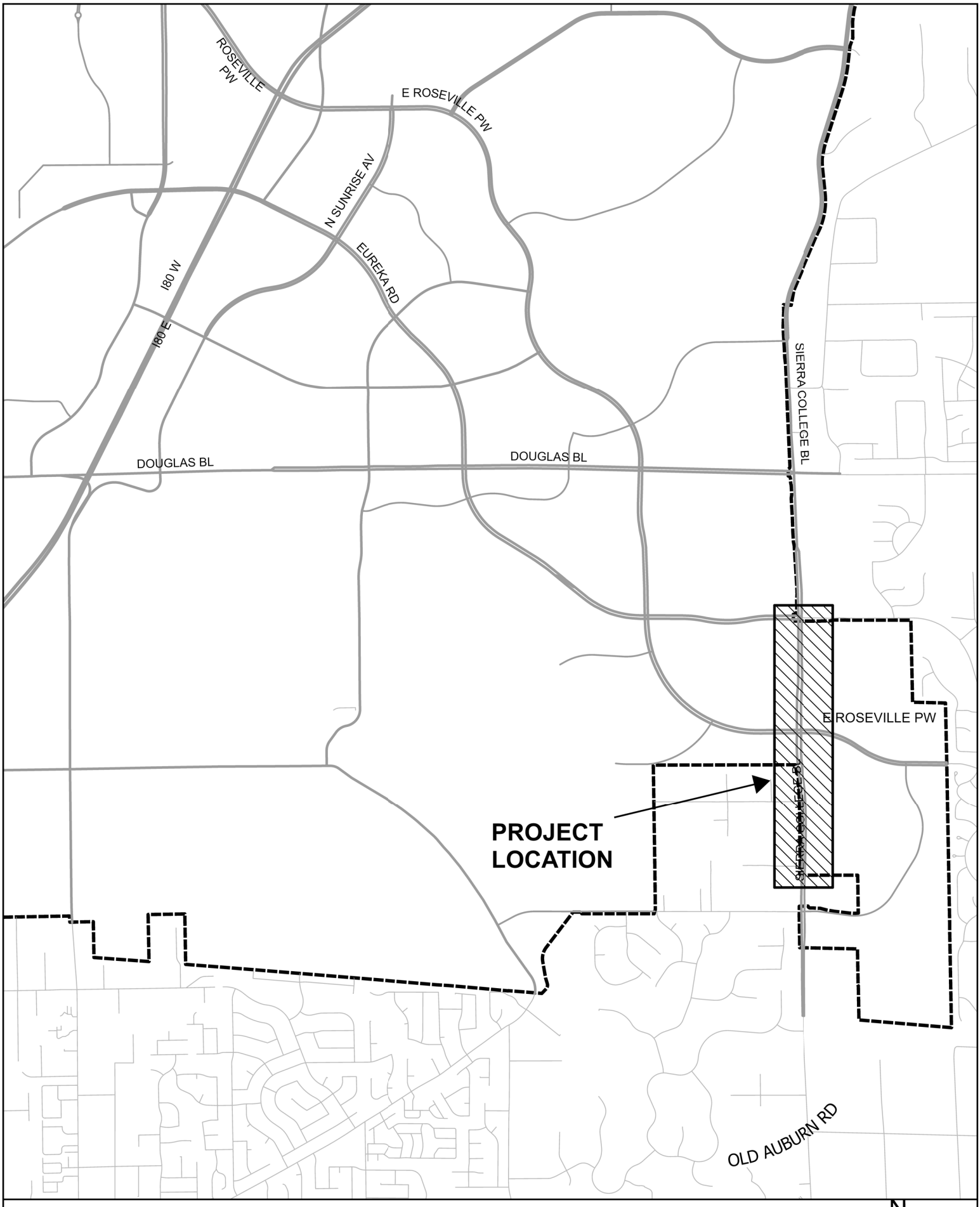

Exhibit B - Church Street and Pump Station 26
Collections System Improvements Project (Schedule B)

City Boundary
Links

N

Bond No. 070214414
Premium $ 38,084.00

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: Church Street and Pump Station 26 Collection System Improvements)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to Mountain Cascade, Inc. as contractor ("PRINCIPAL") for the public work described as Church Street and Pump Station 26 Collection System Improvements (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

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

NOW, THEREFORE, we the undersigned PRINCIPAL and Liberty Mutual Insurance Company, a Massachusetts Corporation, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Seven million sixty-five thousand one hundred fifty-one dollars ($7,065,151) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

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

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

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

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

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

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

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

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

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

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 20th day of June, 2024.

PRINCIPAL: Mountain Cascade, Inc.

BY: _____

PRINT NAME: Michael Duke Fuller

PRINT TITLE: President

AND

BY: _____

PRINT NAME: Diana Fuller

PRINT TITLE: C.F.O.

SURETY: Liberty Mutual Insurance Company

BY: _____

PRINT NAME: Sarah Murtha

PRINT TITLE: Attorney-in-Fact

MAILING ADDRESS:

175 Berkeley Street

Boston, MA 02116

+1 (617) 357-9500

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

APPROVED AS TO FORM:

BY: Michelle Akerlenberger
City Attorney

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 20th day of June, 20 24, before me, Rhonda Tischofer, the undersigned officer, personally appeared Sarah Murtha, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

RHONDA TISCHOFER
NOTARY PUBLIC - #190920
STATE OF CONNECTICUT
My Commission Expires Jan. 31, 2029

Signature of Notary Public
Date Commission Expires: January 31, 2029
Rhonda Tischofer
Printed Name of Notary

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210646 - 985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connor Wolpert, Doritza Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of June, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

CALIFORNIA DEPARTMENT OF INSURANCE

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  - Reference Information
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  - Find A Company Representative In Your Area
  - View Financial Disclaimer

COMPANY PROFILE

Company Information

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-526-1547

Old Company Names **Effective Date**

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

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NAIC Group List

NAIC Group #: 0111 LIBERTY MUT GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER

Bond No. 070214414
Premium $ Premium Included on Performance Bond

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND

(Project: Church Street and Pump Station 26 Collection System Improvements)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to Mountain Cascade, Inc. as contractor ("PRINCIPAL"), for the public work described as Church Street and Pump Station 26 Collection System Improvements (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

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

NOW, THEREFORE, we the undersigned PRINCIPAL and Liberty Mutual Insurance Company, a Massachusetts Corporation, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Seven million sixty-five thousand one hundred fifty-one dollars ($7,065,151) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 20th day of June, 2024.

PRINCIPAL: Mountain Cascade, Inc.

BY: _____

PRINT NAME: Michael Duke Fuller

PRINT TITLE: President

AND

BY: _____

PRINT NAME: Diana Fuller

PRINT TITLE: C.F.O.

SURETY: Liberty Mutual Insurance Company

BY: _____

PRINT NAME: Sarah Murtha

PRINT TITLE: Attorney-in-Fact

MAILING ADDRESS:

175 Berkeley Street

Boston, MA 02116

+1 (617) 357-9500

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

APPROVED AS TO FORM:

BY: _____
City Attorney

[E:\bonds\pw labormat payment.docx; 8/14/2017]

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 20th day of June, 20 24, before me, Rhonda Tischofer, the undersigned officer, personally appeared Sarah Murtha, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

RHONDA TISCHOFER
NOTARY PUBLIC - #190920
STATE OF CONNECTICUT
My Commission Expires Jan. 31, 2029

Signature of Notary Public
Date Commission Expires: January 31, 2029
Rhonda Tischofer
Printed Name of Notary

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210646 - 985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connor Wolpert, Doritza Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
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Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of June, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

CALIFORNIA DEPARTMENT OF INSURANCE

- Company Profile
  - Company Search
  - Company Search Results
  - Company Information
  - Old Company Names
  - Agent for Service
  - Reference Information
  - NAIC Group List
  - Lines of Business
  - Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
  - Annual Statements
  - Quarterly Statements
- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
  - Composite Complaints Studies
- Additional Info
  - Find A Company Representative In Your Area
  - View Financial Disclaimer

COMPANY PROFILE

Company Information

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-526-1547

Old Company Names **Effective Date**

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

back to top

NAIC Group List

NAIC Group #: 0111 LIBERTY MUT GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER

Bond No. 070214414
Premium $ 38,084.00

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: Church Street and Pump Station 26 Collection System Improvements)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to Mountain Cascade, Inc. as contractor ("PRINCIPAL") for the public work described as Church Street and Pump Station 26 Collection System Improvements (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

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

NOW, THEREFORE, we the undersigned PRINCIPAL and Liberty Mutual Insurance Company, a Massachusetts Corporation, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Seven million sixty-five thousand one hundred fifty-one dollars ($7,065,151) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

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

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

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

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

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

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

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

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

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

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 20th day of June, 2024.

PRINCIPAL: Mountain Cascade, Inc.

BY: _____

PRINT NAME: Michael Duke Fuller

PRINT TITLE: President

AND

BY: _____

PRINT NAME: Diana Fuller

PRINT TITLE: C.F.O.

SURETY: Liberty Mutual Insurance Company

BY: _____

PRINT NAME: Sarah Murtha

PRINT TITLE: Attorney-in-Fact

MAILING ADDRESS:

175 Berkeley Street

Boston, MA 02116

+1 (617) 357-9500

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

APPROVED AS TO FORM:

BY: _____
City Attorney

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 20th day of June, 20 24, before me, Rhonda Tischofer, the undersigned officer, personally appeared Sarah Murtha, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

RHONDA TISCHOFER
NOTARY PUBLIC - #190920
STATE OF CONNECTICUT
My Commission Expires Jan. 31, 2029

Signature of Notary Public
Date Commission Expires: January 31, 2029
Rhonda Tischofer
Printed Name of Notary

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210646 - 985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connor Wolpert, Doritza Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of June, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Bond No. 070214414
Premium $ Premium Included on Performance Bond

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND

(Project: Church Street and Pump Station 26 Collection System Improvements)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to Mountain Cascade, Inc. as contractor ("PRINCIPAL"), for the public work described as Church Street and Pump Station 26 Collection System Improvements (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

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

NOW, THEREFORE, we the undersigned PRINCIPAL and Liberty Mutual Insurance Company, a Massachusetts Corporation, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Seven million sixty-five thousand one hundred fifty-one dollars ($7,065,151) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 20th day of June, 2024.

PRINCIPAL: Mountain Cascade, Inc.

BY: _____

PRINT NAME: Michael Duke Fuller

PRINT TITLE: President

AND

BY: _____

PRINT NAME: Diana Fuller

PRINT TITLE: C.F.O

SURETY: Liberty Mutual Insurance Company

BY: _____

PRINT NAME: Sarah Murtha

PRINT TITLE: Attorney-in-Fact

MAILING ADDRESS:

175 Berkeley Street

Boston, MA 02116

+1 (617) 357-9500

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

APPROVED AS TO FORM:

BY: _____
City Attorney

[E:\bonds\pw labormat payment.docx; 8/14/2017]

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 20th day of June, 20 24, before me, Rhonda Tischofer, the undersigned officer, personally appeared Sarah Murtha, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

RHONDA TISCHOFER
NOTARY PUBLIC - #190920
STATE OF CONNECTICUT
My Commission Expires Jan. 31, 2029

Signature of Notary Public
Date Commission Expires: January 31, 2029
Rhonda Tischofer
Printed Name of Notary

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Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210646 - 985949**

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all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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Teresa Pastella, Notary Public
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LMS-12873 LMIC OCIC WAIC Multi Co 02/21

City Council Communication

Meeting Date: 1/21/2026
Item #: VII.8
File #: 0900-02
Item ID: 2025-944

Title:	2022 Sewer Collection System Cured-in-Place Pipe Rehabilitation Project - Notice of Completion
Contact:	Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

SUMMARY

Staff recommends approval of the Notice of Completion for the 2022 Sewer Collection System Cured-in-Place Pipe Rehabilitation Project. The total cost of the construction contract with Express Sewer & Drain, Inc. was $2,782,579. Funding for this project was provided by the Wastewater Rehabilitation Fund.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting the 2022 Sewer Collection System Cured-in-Place Pipe Rehabilitation Project as complete and authorizing the Director of Environmental Utilities to execute the Notice of Completion.

BACKGROUND

On April 5, 2023, City Council awarded an Agreement to Express Sewer and Drain, Inc. for the 2022 Sewer Collection System Cured-in-Place Pipe (CIPP) Rehabilitation Project for a contract amount of $2,860,945. The total cost to complete construction including all change orders was $2,782,579, and included a contract change order that completed the Regional 30-Inch Interceptor Rehabilitation Project using the same technology and team. The locations of the project are shown in the Notice of Completion (Attachment A). The City's Environmental Utilities Department has completed final inspections and found the project work to be complete. The project is now ready for acceptance.

FISCAL IMPACT

There are no fiscal impacts associated with the Council's action.

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 Notice of Completion meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Jonathan Cummings, Associate Engineer

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:
1. Resolution 26-003
2. Notice of Completion
3. Vicinity Map
4. Bonds

REVIEWERS:

Jonathan Cummings, Environmental Utilities Department - Technical Services	Created/Initiated - 12/2/2025
Jason Marks, Environmental Utilities Department - Technical Services	Approved - 12/8/2025
Archana Wagley, Environmental Utilities Department	Approved - 12/8/2025
Tracie Mueller, Environmental Utilities Department - Wastewater	Approved - 12/11/2025
Devin Whittington, Environmental Utilities Department	Approved - 12/17/2025
Sean Bigley, Environmental Utilities Department - All	Approved - 12/19/2025
Kelly Aye, City Attorney Department	Approved - 12/22/2025
Katrina Six, City Clerk Department	Approved - 12/23/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/6/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/6/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/6/2026
Katrina Six, City Clerk Department	Final Approval - 1/6/2026

RESOLUTION NO. 26-003

ACCEPTING THE PUBLIC WORK KNOWN AS THE 2022 SEWER COLLECTION SYSTEM CURED-IN-PLACE PIPE REHABILITATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the 2022 Sewer Collection System Cured-in-Place Pipe Rehabilitation Project, has been approved and the public work accepted.

2. The Environmental Utilities 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 _____, 20_____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the 2022 Sewer Collection System Cured-In-Place Pipe Rehabilitation Project was completed and accepted by the City of Roseville on January 21, 2026. 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 Express Sewer & Drain, Inc..

The surety on said project was Merchant Bonding Company (Mutual).

_____

_____
Sean Bigley
Environmental Utilities Director
City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Sean Bigley, being first duly sworn, depose and say: I am the Environmental Utilities Director of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

Sean Bigley

Environmental Utilities 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)

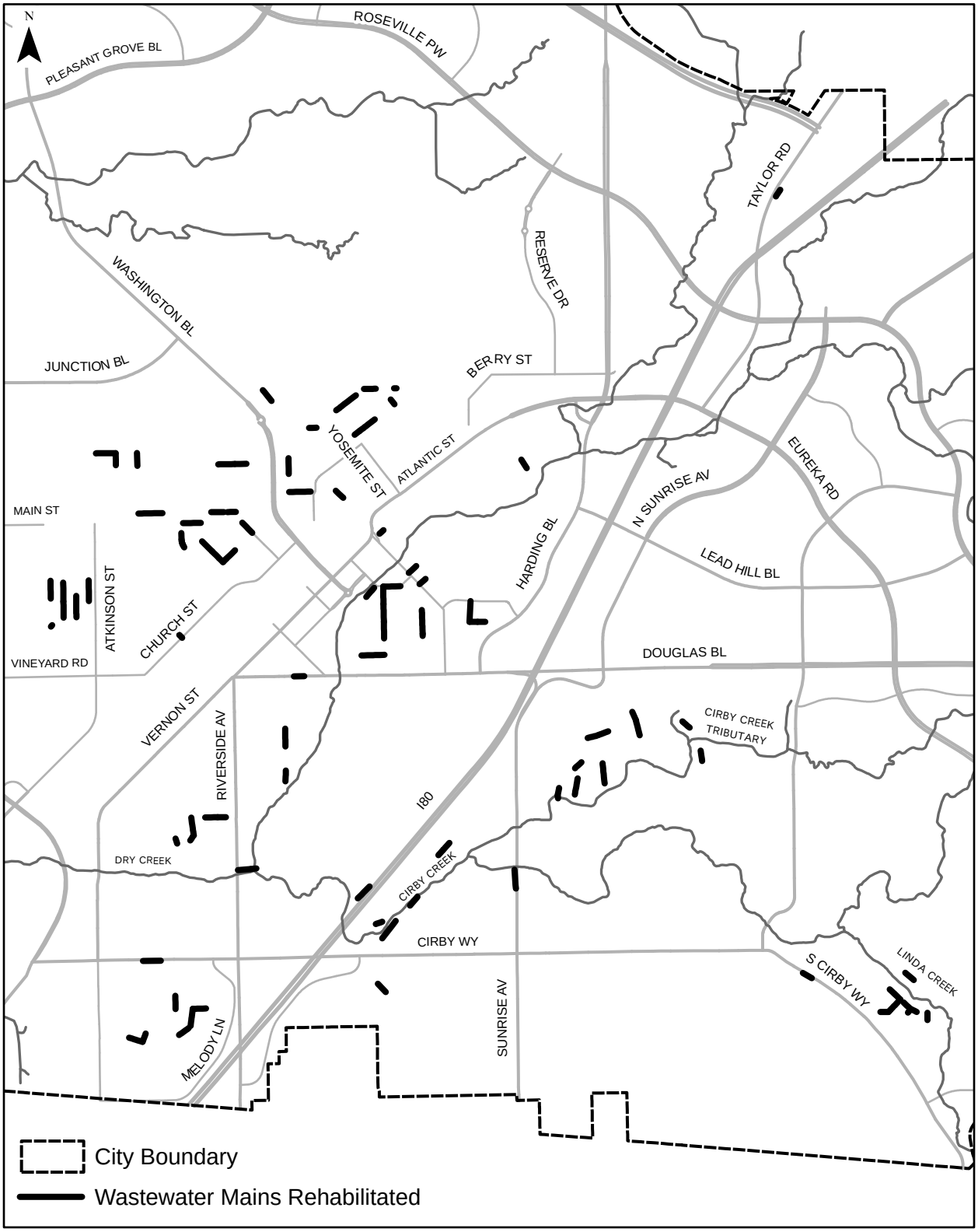
Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___, Sean Bigley

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"
2022 SEWER COLLECTION SYSTEM
CURED-IN-PLACE PIPE REHABILITATION PROJECT



PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT AMOUNT.

Bond No. CAC 722273

Premium $ 31,207.00

PUBLIC WORKS

FAITHFUL PERFORMANCE BOND

(Project: 2022 Sewer Collection System CIPP Rehabilitation Project)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to Express Sewer & Drain, Inc. as contractor ("PRINCIPAL") for the public work described as 2022 Sewer Collection System CIPP Rehabilitation Project (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

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

NOW, THEREFORE, we the undersigned PRINCIPAL and Merchant Bonding Company (Mutual) ,a Corporation admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Two million, eight hundred sixty thousand, nine hundred and forty-five dollars ($ 2,860,945) (which amount is not less than 100% of the

AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

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

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

continue so long as any obligation of the PRINCIPAL remains.

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

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

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship

and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

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

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

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

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 6th day of March, 2023.

PRINCIPAL:

Express Sewer & Drain, Inc.

BY: _____

PRINT NAME: WILLIAM HEINSELMAN

PRINT TITLE: PRESIDENT

AND

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

SURETY:

Merchants Bonding Company (Mutual)

BY: _____

PRINT NAME: Ryan Tash

PRINT TITLE: Attorney-In-Fact

MAILING ADDRESS:

Merchants Bonding Company (Mutual)

P.O Box 14498

Des Moines, IA 50306 - 3498

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

APPROVED AS TO FORM:

BY: _____

City Attorney

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On 3/6/23 before me, Katherine DuPont, Notary Public
(insert name and title of the officer)

personally appeared Ryan Tash,
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.

KATHERINE DUPONT
COMM. # 2378222
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
COMM. EXPIRES OCT. 12, 2025

Signature _____ **(Seal)**

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Christine Stradford; Katherine DuPont; Ryan Tash; Susan Fournier

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 27th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof. I have hereunto set my hand and affixed the seal of the Companies on this 6th day of March , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT AMOUNT.

Bond No. CAC 722273

Premium $ Included In Performance Bond

PUBLIC WORKS

LABOR AND MATERIALS PAYMENT BOND

(Project: 2022 Sewer Collection System CIPP Rehabilitation Project)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to Express Sewer & Drain, Inc. as contractor ("PRINCIPAL"), for the public work described as 2022 Sewer Collection System CIPP Rehabilitation Project (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

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

NOW, THEREFORE, we the undersigned PRINCIPAL and Merchant Bonding Company (Mutual). ,a Corporation, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Two million, eight hundred sixty thousand, nine hundred and forty-five dollars ($ 2,860,945) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which

payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

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

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

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall

operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

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

[SIGNATURES NEXT PAGE]

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Express Sewer & Drain, Inc.

PRINCIPAL:

BY: _____

PRINT NAME: WILLIAM HEINSELMAN

PRINT TITLE: PRESIDENT

AND

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

Merchants Bonding Company (Mutual)

SURETY:

BY: _____

PRINT NAME: Ryan Tash

PRINT TITLE: Attorney-In-Fact

MAILING ADDRESS:

Merchants Bonding Company (Mutual)

P.O Box 14498

Des Moines, IA 50306 - 3498

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

APPROVED AS TO FORM:

BY: _____
City Attorney

ACKNOWLEDGMENT

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State of California
County of Sacramento)

On 3/6/23 before me, Katherine DuPont, Notary Public
(insert name and title of the officer)

personally appeared Ryan Tash,
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.

KATHERINE DUPONT
COMM. # 2378222
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
COMM. EXPIRES OCT. 12, 2025

Signature _____ **(Seal)**

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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Christine Stradford; Katherine DuPont; Ryan Tash; Susan Fournier

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 27th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of March , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

CALIFORNIA
DEPARTMENT OF INSURANCE

Company Profile
Company Search
Company Search Results
→Company Information
Old Company Names
Agent for Service
Reference Information
NAIC Group List
Lines of Business
Workers' Compensation Complaint and Request for Action/Appeals Contact Information
Financial Statements PDF's
Annual Statements
Quarterly Statements
Company Complaint
Company Performance & Comparison Data
Company Enforcement Action
Composite Complaints Studies
Additional Info
Find A Company Representative In Your Area
View Financial Disclaimer

COMPANY PROFILE

Company Information

MERCHANTS BONDING COMPANY (MUTUAL)

6700 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

Old Company Names **Effective Date**

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	14494
California Company ID #:	2482-8
Date Authorized in California:	01/27/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	IOWA

back to top

NAIC Group List

NAIC Group #: 3479 Merchants Bonding Co Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

LIABILITY
MISCELLANEOUS
SURETY

back to top

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City Council Communication

Meeting Date: 1/21/2026
Item #: VII.9
File #: 0900-02
Item ID: 2025-962

Title:	Utility Exploration Center Exhibit Fabrication and Installation Project - Notice of Completion
Contact:	Rana Moore 916-774-5581 rcmoore@roseville.ca.us

SUMMARY

Staff recommends approval of the Notice of Completion for the Utility Exploration Center Exhibit Fabrication and Installation Project. The total cost of the construction contract, including all change orders, was $1,462,227.23. The payment of final retention will be in the amount of $41,141.96. The project was funded by the Electric Fund, Water Rehabilitation Fund, Wastewater Rehabilitation Fund, and Waste Services Rehabilitation Fund.

RECOMMENDATION

Staff recommends that the City Council accept the Utility Exploration Center Exhibit Fabrication and Installation Project as complete and authorize the Director of Environmental Utilities to execute the Notice of Completion.

BACKGROUND

The Utility Expoloration Center (UEC) is an environmental learning center operated by the City's utilities. The exhibits have not had a major overhaul since the UEC opened in 2008. Since opening, the UEC has served over 600,000 program participants through facilitated school tours, visitor center permanent and changing exhibits, special events, green living workshops, and outreach programs. While program offerings have evolved, the core exhibit structures have remained largely unchanged since 2008.

On March 15, 2022, the City awarded a Design-Assist Construction agreement to Moey Inc. in the amount of $1,391,980 after a competitive proposal process. City Council also approved an allowance to pay contract change orders of up to 10% of the value of the contract ($139,198).

This Design-Assist Construction Agreement was for services to demolish previous UEC exhibits, to fabricate and install updated exhibits for the UEC, and to install a portion of the exhibits for Roseville Electric.

The agreement originally included a limited scope of work for the 116 S. Grant Street Tenant Improvements Project. Roseville Electric later chose not to proceed with that work, so the awarded amount of $4,410 and the associated change-order allowance of $441 (totaling $4,851) will not be spent.

There were a total of four (4) negotiated change orders during construction for items requested by the City, which included such changes as an enterable and more interactive garbage truck cab, an upgraded projector for the City map exhibit, upgrades to the Only Rain Down the Storm Drain exhibit, and upgrades to the water mural exhibit, for a total change order cost of $74,657.23. This includes $33,652 that was credited to the project budget to fulfill punch list obligations. The final cost of the construction contract,

including all change orders, was $1,462,227.23.

The City's Environmental Utilities Department completed the final inspection of the project on November 7, 2025, and found the work to be completed in accordance with the improvement plans and specifications. The punch list items remaining under Moey's contract are complete, and the work is now ready for acceptance.

These improvements modernize the visitor experience, provide more interactive learning opportunities, and support expanded public engagement with the City's utilities.

FISCAL IMPACT

This Notice of Completion will result in final payment of the retention in the amount of $41,141.96. The final contract amount is within the previously approved project budget and funded entirely by utility enterprise funds, with no impact to the General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy

Respectfully Submitted,
Rana Moore, Senior Engineer

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Resolution 26-009
2. Notice of Completion
3. Exhibit A Vicinity Map

REVIEWERS:

Rana Moore, Environmental Utilities Department - Technical Services	Created/Initiated - 12/8/2025
Jason Marks, Environmental Utilities Department - Technical Services	Approved - 12/16/2025
Devin Whittington, Environmental Utilities Department	Approved - 12/17/2025
Sean Bigley, Environmental Utilities Department - All	Approved - 12/19/2025
Kelly Aye, City Attorney Department	Approved - 1/2/2026
Katrina Six, City Clerk Department	Approved - 1/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/6/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/7/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/7/2026

Dominick Casey, City Manager Department - City Manager	Approved - 1/8/2026
Katrina Six, City Clerk Department	Final Approval - 1/8/2026

RESOLUTION NO. 26-009

ACCEPTING THE PUBLIC WORK KNOWN AS THE UTILITY EXPLORATION CENTER EXHIBIT FABRICATION AND INSTALLATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Utility Exploration Center Exhibit Fabrication and Installation Project, has been approved and the public work accepted.

2. The Environmental Utilities 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 _____, 20_____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the Utility Exploration Center Exhibit Fabrication and Installation 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 Moey, Inc..

The surety on said project was Merchants Bonding Company (Mutual)

_____.

_____
Sean Bigley
Environmental Utilities Director
City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Sean Bigley, being first duly sworn, depose and say: I am the Environmental Utilities Director of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

Sean Bigley

Environmental Utilities 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.

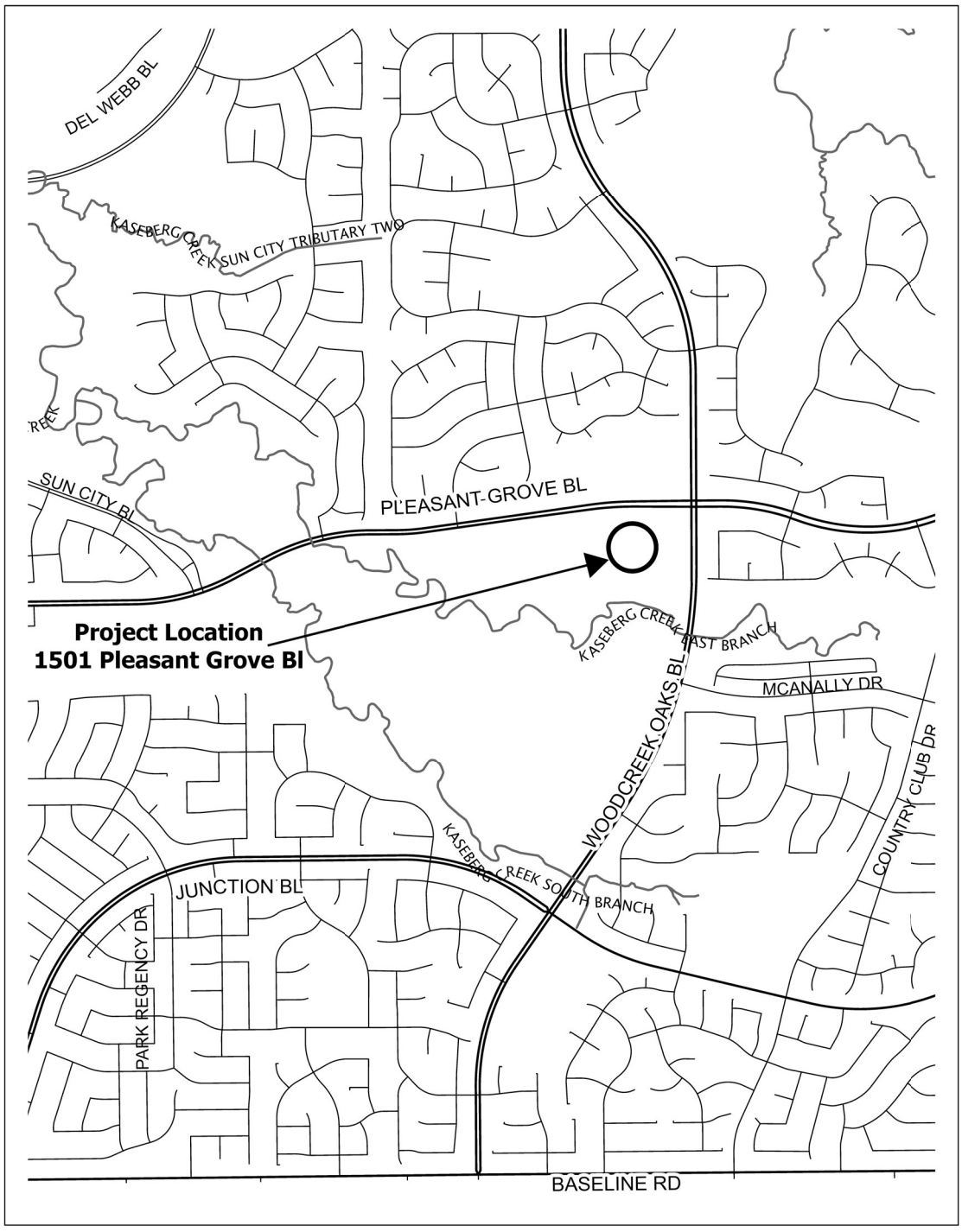
State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___, Sean Bigley 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
UTILITY EXPLORATION CENTER EXHIBIT
FABRICATION AND INSTALLATION PROJECT
VICINITY MAP



City Council Communication

Meeting Date: 1/21/2026
Item #: VII.10
File #: 0900-02-02-1
Item ID: 2025-919

Title:	Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project – Professional Design Services Agreement Amendment
Contact:	Inderpreet Chaggar 916-774-5553 ikchaggar@roseville.ca.us

SUMMARY

Staff recommends approval of an amendment to the professional design services agreement with 19six Architects, Inc. to add $194,086, for a total not-to-exceed contract amount of $1,043,870, to provide design services during construction for the Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Design Project (Project). The Project is being funded from available resources in the Wastewater Regional Rehabilitation Fund for the rehabilitation portion of the project (approximately 31%) and from the capital improvement project budget approved by the South Placer Wastewater Agency for the building expansion (approximately 69%).

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the Second Amendment to the Professional Design Services Agreement with 19six Architects for the Pleasant Grove Wastewater Treatment Plant Maintenance Facilities Assessment and Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Design Project.

BACKGROUND

In 2021, the City's Environmental Utility Department (EUD) published a Request for Proposals (RFP 08-079) seeking professional architectural consulting firms to submit proposals for professional consulting and services for the Pleasant Grove Wastewater Treatment Plant (PGWWTP) Maintenance Facilities Assessment and the design of the Dry Creek Wastewater Treatment Plant (DCWWTP) Operations and Laboratory Building. City entered into a Professional Design Services Agreement (PDSA) with Williams + Paddon Architects Planners, Inc. (W+P) on October 6, 2021.

The October 2021 executed agreement included assessment and design tasks at both wastewater treatment plants; $682,050 and $112,249 for DCWWTP and PGWWTP, respectively, for a not-to-exceed amount of $794,299. On August 30, 2022, W+P merged with 19six Architects (19six) and the design effort for the DCWWTP task was completed by 19six.

On October 16, 2024, Council authorized a First Amendment to the PDSA with 19six to account for additional design scope for the DCWWTP project. The current PDSA with 19six is $737,535 and $112,249 for DCWWTP and PGWWTP, respectively, for a total not-to-exceed amount of $849,784.

Additional design scope items such as: revising civil design to meet fire flow capacity requirements, requiring a demolition permit for construction, and addressing design changes based on updates to the Owner's Project Requirements, were identified during the construction bidding and the permitting phase of this Project. The current executed agreement with 19six needs to be amended to include the additional

scope. The design has been completed, and a construction contract has been awarded for this project.

FISCAL IMPACT

This Project is funded by the Wastewater Regional Rehabilitation Fund (31%) and the South Placer Wastewater Authority (SPWA) (69%). It has two phases: design and construction. The approved budget, for both the design and construction phases, includes $6,370,000 from the Wastewater Regional Rehabilitation Fund and $14,854,000 from SPWA, bringing the total project budget to $21,224,000. The available budget in this project will fully fund amendment 2 of the PDSA with 19six for $1,043,870 ($931,621 for DCWWTP and unchanged amount $112,249 for PGWWTP). A budget adjustment is not required for this amendment.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration and replacement of existing structures and facilities. This activity is categorically exempt from California Environmental Quality Act (CEQA) as a Class 1 and Class 2 Exemption (State CEQA Guidelines Sections 15301 and 15302). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Inderpreet Chaggar, Senior Engineer

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Resolution 26-002
2. Professional Design Services Agreement
3. CEQA Exemption (Class 1 and 2)

REVIEWERS:

Inderpreet Chaggar, Environmental Utilities Department - Technical Services	Created/Initiated - 12/8/2025
Jason Marks, Environmental Utilities Department - Technical Services	Approved - 12/8/2025
Tracie Mueller, Environmental Utilities Department - Wastewater	Approved - 12/11/2025
Devin Whittington, Environmental Utilities Department	Approved - 12/17/2025
Sean Bigley, Environmental Utilities Department - All	Approved - 12/19/2025
Kelly Aye, City Attorney Department	Approved - 12/23/2025
Katrina Six, City Clerk Department	Approved - 12/23/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/6/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/8/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/8/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/12/2026
Katrina Six, City Clerk Department	Final Approval - 1/12/2026

RESOLUTION NO. 26-002

APPROVING A SECOND 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 Second Amendment to Professional Design Services Agreement for the Pleasant Grove Wastewater Treatment Plant Maintenance Facilities Assessment and Dry Creek Wastewater Treatment Plant Operations and Lab Building Design, by and between the City of Roseville and 19six Architects, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

SECOND AMENDMENT TO

PROFESSIONAL DESIGN SERVICES AGREEMENT

Pleasant Grove Wastewater Treatment Plant Maintenance Facilities Assessment and

Dry Creek Wastewater Treatment Plant Operations and Lab Building Design

THIS SECOND 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, successor in interest to William + Paddon/Architects + Planners, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Design Services Agreement dated October 6, 2021 and amended October 16, 2024 ("Agreement") regarding professional design services for the Pleasant Grove Wastewater Treatment Plant Maintenance Facilities Assessment and Dry Creek Wastewater Treatment Plant Operations and Lab Building Design ("Project");

WHEREAS, CITY desires to amend the Agreement to include additional services for the Dry Creek Wastewater Treatment Plant Operations and Lab Building Design as described in CONSULTANT's updated scope of services 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 Second Amendment to Agreement.

2. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay one hundred ninety-four thousand eighty-six dollars ($194,086), in consideration of the additional services as set forth in Exhibit "A" to the Second Amendment to Agreement. This brings the total not to exceed contract amount to one million, forty-three thousand, eight hundred seventy dollars ($1,043,870)."

3. Exhibit "B" to the Agreement is hereby replaced with Exhibit "B" to this Second Amendment to Agreement, attached hereto and incorporated herein by reference, which reflects the updated rate sheet for the term of the Second 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 Second Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Second Amendment to Agreement to be executed.

SIGNATURES ON FOLLOWING PAGE

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: _____
SEAN BIGLEY
Environmental Utilities Director

19SIX ARCHITECTS, a California corporation

BY: _____
its: President

and

BY: _____
its: Chief Financial Officer

EXHIBIT “A”

ATTACHMENT TO OWNER/ARCHITECT CONTRACT AMENDMENT 02
CONTRACT AMENDMENTS 2.1 THRU 2.6

02.1 – INCREASED BUILDING SIZE

Scope Revision:
Project Scope and Service included in Professional Design Services Agreement PDSA (City Council Resolution No. 21-413) was based on a 5,000-10,000-sf building. Final design resulted in a building of 12,640+/- sf.

This Contract Amendment provides for Architectural and Engineering Services in connection with increased building size. Increased labor hours in Design Development, Construction Documents/Agency Review, Bidding and Construction Administration tasks.

Meetings:
No changes

Deliverables:
No changes

Fee Adjustment: Refer to Owner/Architect Contract Amendment 02

02.2 - ADD FIRE WATER SERVICE TO THE NEW BUILDING

Scope Revision:
Existing Fire flow/service capacity was found to be insufficient to service building requiring addition of 8" on-site water service to the building

This Contract Amendment provides for Architectural and Civil Engineering Services in connection with addition of 8" on-site water service to the building. Design to be based on Option 1 (Upsize the 6"Main to 8" from Offsite to the First Loop) identified in Fire Flow Analysis Memo by City of Roseville Environmental Utilities, dated 3/21/2025 & revised 5/21/2025 and per client approval of assumed water service location provided by civil engineer, dated 6/30/25.

Increased labor hours in Construction Documents/Agency Review, Bidding and Construction Administration tasks.

- Preparation of drawings and specifications.
- Assist Owner in processing applications for Plan Review and Building Permits.
- Assist Owner securing Contractor Proposal for additional work.
- Additional Submittals/Shop Drawing Reviews and Construction Observation.

Meetings:
Up to 3 meetings (web based)

Deliverables:
Civil water plan and profile drawings

Fee Adjustment: Refer to Owner/Architect Contract Amendment 02

02.3 – SEPARATE DEMOLITION PERMIT

Provide Architectural Services in connection with obtaining separate Demolition Permit for existing building. Demolition plans requested by Owner for their use in securing Utility credits from the City of Roseville. Demolition Plans completed Oct 2024.

Increased labor hours in Construction Documents/Agency task.

- Preparation of demolition drawings and specifications.
- Assist Owner in processing applications for Plan Review and Demolition Permit.

Meetings:
None

Deliverables:
Demolition Drawings (Permit Application Set)

Fee Adjustment: Refer to Owner/Architect Contract Amendment 02

02.4 – REVISIONS TO HVAC AND INFORMATION TECHNOLOGY (IT)

Provide Architectural and Mechanical Plumbing and Electrical Engineering Services in connection with:

- Owner's request to modify Owner's Project Requirements (OPR) comments to revise design criteria for heating/cooling to exceed building code minimums, reselect HVAC units and revise HVAC controls specifications from Pelican to Alerton.
- Addition of IT conduits and other IT provisions based on City's IT Department comments.

Increased labor hours in Construction Documents/Agency Review tasks.

- Revisions to previously completed drawings and specifications.

Meetings:
2 additional meetings (web based)

Deliverables:
Revised MPE Drawings

Fee Adjustment: Refer to Owner/Architect Contract Amendment 02

02.5 – EXTENDED CONSTRUCTION ADMINISTRATION SERVICES

Provide extended Architectural Services and Engineering in connection with:

- Phased Demolition/Construction and extended construction schedule. Scope revised from site and building demolition and construction activities occurring in a single, sequential phase to two separate demolition/construction phases, extending construction duration calendar days.
    - Phase 1 Demolition of portions of sitework and gazebo
    - Phase 1 Construction of new Administration/Lab Building and portion of new sitework
    - Phase 2 Demolition of portions of sitework and existing Administration/Lab Building gazebo
    - Phase 2 Construction of remaining portion of new sitework.
- Construction schedule extended from 12 months to 18 months.
    - Extended Construction Administration Services (Office)
    - Extended Construction Administration Services (Field)
        - Additional Owner Architecture Contractor Construction Meetings (bi-weekly)
            - Up to 12 additional job site meetings (Total of 36)
        - Additional Construction Site Visits
            - Architect/Interiors - Up to 12 additional Site Visits (Total of 36), to be concurrent with on-site Construction Meetings
            - Civil Engineer - Up to 3 additional Site Visits (Total of 6)
            - Landscape Architect - Up to 3 additional Site Visits (Total of 6)
            - Structural Engineer – No changes (Total of 6)
            - Mechanical Engineer - No changes (Total of 6)
            - Electrical Engineer - Up to 2 additional Site Visits (Total of 5)
    - Commissioning Agent – No changes Additional Punch List Site Visits and Processing
        - Architect – Up to 3 additional punchlist site visits per Phase (Total of 6) and up to 1 additional final walk-through per Phase (Total of 2)
        - Civil Engineer, Landscape Architect, Electrical Engineer– Up to 1 additional punchlist site visits per Phase (Total of 2) and up to 1 additional final walk-through per Phase (Total of 2)

Fee Adjustment: Refer to Owner/Architect Contract Amendment 02

02.6 – REVISE FEE SCHEDULE (BILLING RATES)

Revise *Fee Schedule* in Professional Design Services Agreement PDSA (City Council Resolution No. 21-413) to *Schedule of Hourly Rates* schedule below:

Note:
19six Architects & Engineers reserves the right to adjust hourly rates every six months to meet economic conditions.

Fee Adjustment: Refer to Owner/Architect Contract Amendment 02

EXHIBIT “B”

OWNER/ARCHITECT CONTRACT AMENDMENT # 2

Date: November 24, 2025

Project: **Dry Creek Wastewater Treatment Plant**
City of Roseville
Plant Operations Lab Building
PO#: 9013214
19six #: W21015.01

Description: Scope Revisions, increased building size, fire water service add, separate demolition permit, HVAC and technology revisions, extended construction administration services, and Revised Fee Schedule (Billing Rates)

Contract Date: October 6, 2021
Modifications to Basic Contract / Amendments to the following services:

Refer to Attachment to Owner/Architect Contract Amendment 02.

Total Amendment Fee **$ 194,086**

The revised payment schedule is **(updated fees in bold)**:

Phase / Description	Previous Fee	Amendment No: 02	Revised Fee
1 - Programming	$ 27,285	$ 0	$ 27,285
2 - Site Analysis / Conceptual Design	$ 53,989	$ 0	$ 53,989
3 - Schematic Design	$ 104,679	$ 0	$ 104,679
4 - Design Development	$ 121,051	$ **12,932**	$ **133,983**
5 - Construction Documents	$ 167,331	$ **17,677**	$ **185,008**
6 - Bidding	$ 15,421	$ **2,607**	$ **18,028**
7 - Construction Administration	$ 96,468	$ **74,050**	$ **170,518**
8 - Furniture Design / Specification	$ 49,726	$ 0	$ 49,726
9 – Commissioning (Cx) Services	$ 55,485	$ 0	**$** 55,485
10 – Add Fire Water Service (T&M)	$ 0	**86,820**	**86,820**
Subtotal	$ 691,435	**$ 194,086**	**$ 885,521**
Reimbursable Expenses Allowance	$ 7,500	$ 0	$ 7,500
Lab Consultant Programming Services (Allowance)	$ 20,000	$ 0	$ 20,000
Structural Engineering – Building Area Increase up to 12,000sf (Allowance)	$ 18,600	$ 0	$ 18,600
Total Fixed Fee	**$ 737,535**	**$ 194,086**	**$ 931,621**

Amendment 02– Breakdown by Service Phase

02.1 Increased Building Size	**$**	**24,269**
Design Development	$	12,932
Construction Documents / Agency	$	7,960
Bidding	$	1,698
Construction Administration	$	1,679
02.2 Add Fire Water Service to the New Building	**$**	**86,820**
Design Development	$	0
Construction Documents / Agency	$	0
Bidding	$	0
Construction Administration	$	0
T&M	$	86,820
02.3 Separate Demolition Permit	$	**2,550**
Design Development	$	0
Construction Documents / Agency	$	2,550
Bidding	$	0
Construction Administration	$	0
02.4 Revisions to HVAC and Information Technology	**$**	**9,364**
Design Development	$	0
Construction Documents / Agency	$	7,167
Bidding	$	909
Construction Administration	$	1,288
02.5 Extended Construction Administration Services (Optional)	$	**71,084**
Design Development	$	0
Construction Documents / Agency	$	0
Bidding	$	0
Construction Administration	$	71,084
02.6 Revise Fee Schedule (Billing Rates)	**$**	**0**

If this amendment meets with your approval, please sign below and return a copy for our records or have your legal counsel prepare a formal contract. We will start work upon your written authorization below while the formal contract is being prepared.

Thank you for this opportunity to be of service.

Sincerely,

Gregory Tonello, AIA
Principal
19six Architects

Kirill Aleksandrov, Project Architect
19six Architects

Accepted by:

_____
Signature

_____
Name (printed)

_____
Title

_____
Date

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: Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project – Construction Management Services (RFP # 08-153) – Award of Professional Services Agreement

Project Location(s): 1800 Booth Road, Roseville, CA 95747. Assessor's Parcel Numbers 474-080-009-000, 474-110-001-000, 474-110-002-000, 473-080-000-000, and 473-080-002-000.

Project Description: The Environmental Utilities Department (EU) is requesting the approval of professional services agreement for construction management for the replacement of the existing outdated and undersized administration and laboratory building at the Dry Creek Wastewater Treatment Plant (DCWWTP). The existing building at DCWWTP is aging and a larger building is required to accommodate existing staff and increased lab space needs based on required regulatory compliance. Design is complete.

The new Operations and Laboratory Building at DCWWTP is a 10,000 square-foot (sf) building that will house the existing operations and laboratory staff at DCWWTP. The new building will replace the existing administration and laboratory building at DCWWTP and will include office space, training and conference rooms, laboratory area, and mechanical and electrical room. The project would not result in an expansion of use or capacity.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Environmental Utilities Department

Reason why this Project is Exempt: The project qualifies for Class 1 and Class 2 Categorical Exemptions as described in Sections 15301 and 15302 of the California Environmental Quality Act (CEQA) guidelines which state:

> "Class 1 (Existing Facilities) consists of … minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use… Examples include but are not limited to:…(b) Existing facilities of both investor and publicly owned utilities to provides electric power, natural gas, sewerage, or other public utilities…" and;
>
> (e) Additions to existing structures provided that the addition will not result in an increase of more than: (1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or (2) 10,000 square feet if: (A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and (B) The area in which the project is located is not environmentally sensitive."

> "Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to… (c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity."

The project consists of the construction of a 10,000 sf Operations and Laboratory Building to replace the existing undersized and outdated laboratory at the DCWWTP. The project would not result in expansion of use and would be located in substantially the same location and serves the same purpose as the existing building. Consequently, the Class 1 and Class 2 Categorical Exemptions apply.

Lead Agency Contact Person: Inderpreet K Chaggar, Roseville Department of Environmental Utilities (916-774-5553).

Signature: _____ Date: 6/5/2025

Jessica Lynch, Environmental Coordinator
City of Roseville

City Council Communication

Meeting Date: 1/21/2026
Item #: VII.11
File #: 0203-07
Item ID: 2025-795

Title:	Generation Maintenance Support Services - Contract Purchase Agreement Amendment
Contact:	Nathan Ribordy 916-746-1673 nribordy@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement amendment with Performance Mechanical, Inc. to provide maintenance support services to Roseville Electric Utility's generation facilities. The amendment will increase the first year of the contract from $2,000,000 to $3,000,000. Funding is included in the Electric Department's FY2025-26 budget in the Electric Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute Contract Purchase Agreement Amendment 1 (3004426) with Performance Mechanical, Inc., to provide maintenance support services to Roseville Electric Utility's generation facilities.

BACKGROUND

Roseville Electric Utility owns and operates approximately 260 MW of generating capacity from the Roseville Energy Park (REP), Roseville Peakers, and Roseville Power Plant #2. In addition to the City's staff expertise to maintain these facilities, the Electric Utility often relies on the support of contractors to provide supplemental and specific maintenance support. This can include a comprehensive range of services, including, but not limited to, unique maintenance, repairs, specialized welding, testing of power plant equipment and systems, as well as additional engineering support to meet the overall maintenance needs of generation facilities.

In order to continue the important maintenance support services, Roseville Electric Utility solicited proposals through Request for Proposals (RFP) 07-108 for generation maintenance support services. The maintenance support services contract was awarded to Performance Mechanical, Inc. in April 2025. The initial contract award was for one year with four (4) optional renewal years. During the October 2025 maintenance outage for the REP, unexpected equipment damage was discovered that will require specialized welding and testing services to facilitate repairs. The estimated repair costs, in addition to services already planned or performed, exceed the first year's contract amount. The amendment is necessary to complete the necessary work to return the REP to service.

FISCAL IMPACT

This contract purchase agreement is for work on an as-needed basis for a period of one year, with four (4) optional one-year extensions. The initial contract costs were not to exceed $2,000,000 per year, with a total not-to-exceed cost of $10,000,000 over the five year term. This amendment increases the FY2025-26 not-to-exceed amount to $3,000,000, with a total not-to-exceed amount of $11,000,000 for the full term of the contract. Funding is included in the Electric Department's FY2025-26 budget in the Electric Fund. Future year funding is contingent on City Council's approval of the respective budget each year.

ENVIRONMENTAL REVIEW

This proposed project involves the repair, maintenance, and minor alterations of existing facilities. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The exemption was previously approved and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,
Nathan Ribordy, Power Generation Superintendent

Daniel Beans, Electric Utility Director

ATTACHMENTS:

1. Resolution 26-008
2. Contract Purchase Agreement Amendment
3. CEQA Exemption (Class 1)

REVIEWERS:

Nathan Ribordy, Electric Department - Resource Planning & Generation	Created/Initiated - 12/16/2025
William Forsythe, Electric Department - All	Approved - 12/23/2025
Shawn Matchim, Electric Department - All	Approved - 12/23/2025
Daniel Beans, Electric Department - All	Approved - 12/23/2025
Kelly Aye, City Attorney Department	Approved - 12/24/2025
Katrina Six, City Clerk Department	Approved - 1/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/6/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/8/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/8/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/12/2026
Katrina Six, City Clerk Department	Final Approval - 1/12/2026

RESOLUTION NO. 26-008

APPROVING AMENDMENT 1 TO CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PERFORMANCE MECHANICAL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Amendment 1 to Contract Purchase Agreement (3004426) for generation maintenance support services, by and between the City of Roseville and Performance Mechanical, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3004426

Supplier Details:

Company	Performance Mechanical Inc
Contact	Rick Carpenter
Address	6001 Midway St
	Sacramento, CA 95828

Submit your response to:

Company	City of Roseville
Contact	Tiffany Valdez
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1109
Fax	(916) 746-1115
E-mail	TValdez@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3004426

Agreement	**3004426**
Agreement Date	**24-FEB-2025**
Change Order	**2**
Change Order Date	**14-NOV-2025**
Revision	**1**
Agreement Amount	**3,000,000.00 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**Performance Mechanical Inc** 6001 Midway St Sacramento, CA 95828
Phone:	(916) 774-5488	**Phone:**	()
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	orders@perfmech.com

Description of Labor, equipment and/or materials

AMENDMENT 1-

THIS CONTRACT PURCHASE AGREEMENT 3004426, WHICH WAS EXECUTED ON 4/16/25, IS HEREBY MODIFIED AS FOLLOWS:

THE AGREEMENT AMOUNT IS MODIFIED FROM $2,000,000 TO $3,000,000. THE PURPOSE OF THIS MODIFICATION IS TO PROVIDE FOR AN INCREASED SCOPE OF WORK DUE TO REQUIRED PIPE REPAIRS.

ALL OTHER PROVISIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

PLEASE CONTACT NATHAN RIBORDY IN THE ELECTRIC DEPARTMENT AT (916) 746-1673 OR NRIBORDY@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11585	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
03-Apr-2025	**02-Apr-2026**	**Tiffany Valdez** Phone **1-916-746-1109**

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

Supplier

Signature: _____

Print Name: Taylor Wilson

Title: CFO

Date: 11/14/25

Supplier

Signature: _____

Print Name: Kevin Parker

Title: SVP

Date: 11.14.25

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

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: Maintenance Support Services

Project Location(s): 5120 Phillip Road, Roseville, CA 95747 (APNs 017-101-020-000 and 017-101-021-000) and 2155 Nichols Drive, Rocklin, California 95677 (APN 017-063-005-000).

Project Description: Roseville Electric staff seeks approval for a maintenance contract to support maintenance activities at Roseville Electric's generation facilities. Work may be performed at the Roseville Energy Park (REP) or Roseville Power Plant 2 (RPP2). The REP operates two combustion turbines and one steam turbine with associated auxiliaries and is co-located next to two simple cycle gas turbines. RPP2 operates two simple cycle gas turbines. Both facilities undergo planned preventative maintenance activities as well as corrective maintenance activities. Activities may include but are not limited to pump and motor alignments, welding services, millwright services, off site shop fabrication, and other ancillary support activities as needed for the generation fleet. Work completed will not result in an expansion of use.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: Roseville Electric Utility

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

> "Class 1 consists of the…repair, maintenance,...or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use… Examples include, but are not limited to: (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances; [and] (b) Existing facilities of both investor and publicly owned utilities used to provide electrical power, natural gas, sewerage, or other public utility services…"

The project consists of performing routine preventative and corrective maintenance activities at the REP and RPP2. The project would not result in expansion of use. The project would not result in expansion of use. Consequently, the Class 1 Categorical Exemption applies.

Lead Agency Contact Person: Nathan Ribordy, Roseville Electric (916-746-1673).

Signature: Jessica Lynch Date: 3/24/2025

Jessica Lynch, Environmental Coordinator
City of Roseville

City Council Communication

Meeting Date: 1/21/2026
Item #: VII.12
File #: 0203-07
Item ID: 2025-984

Title:	Pad Mount Transformers (RFQ 10-3431) - Purchase Orders
Contact:	Sue Jessup 916-746-1107 sjessup@roseville.ca.us

SUMMARY

Staff recommends approval of purchase orders with General Pacific and Hyundai Corporation USA, as the lowest responsive and responsible bidders, for the purchase of pad mount transformers for the Roseville Peaker Plant (RPEAK) facility in response to Request for Quotations No. 10-3431. Funding is included in the Electric Department's FY2025-26 budget in the Electric Fund. Staff also requests authority for the City Manager or his designee to approve change orders not to exceed five percent (5%), for a total amount of $169,151.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve purchase orders with General Pacific and Hyundai Corporation USA, as the lowest responsive and responsible bidders, for the purchase of pad mount transformers for the Roseville Peaker Plant (RPEAK) facility, and authorize the City Manager or his designee to approve change orders, consistent with the contract terms, provided that the net cost of all change orders shall not exceed five percent (5%) of the contract price.

BACKGROUND

In 2021, Roseville executed agreements with the California Department of Water Resources (CDWR) to site two generating units adjacent to the Roseville Energy Park (REP) as part of the State of California's overall efforts to improve electric system reliability. This site was named the RPEAK power plant. In 2023, Roseville and CDWR reached an agreement that established a pathway for the City to assume ownership of the generating units through various options.

Under one option in the agreement, Roseville is required to procure and install a natural gas compression system for the two GE TM2500 combustion turbines that make up the RPEAK power plant as part of the City's participation in the California Energy Commission's (CEC) Distributed Electricity Backup Assets (DEBA) program. The RPEAK units utilize natural gas for the combustion process for their combustion process. The natural gas is supplied by the REP Pacific Gas and Electric (PG&E) pipeline, which typically operates at a pressure of approximately 475 psig. While this pressure allows the units to operate at a de-rated capacity, the turbines require a nominal natural gas supply pressure of 520 psig to achieve their maximum designed output. Installation of a natural gas compression system will allow the units to operate at or near their designed power output. As part of the gas compression system, two additional transformers are required.

A formal bid was issued for the transformers, and the vendor responses are summarized on the attached bid summary sheet.

The following bidders were deemed non-responsive:

- AR Transformers, Inc. did not provide the required documentation.
- Cavalry Energy, Inc. is not registered with the Secretary of State.
- Mader Supply, LLC had lengthy lead times that were unacceptable for City requirements.
- Magnetron USA, LLC is not registered with the Secretary of State.

FISCAL IMPACT

The total cost of these purchase orders, including sales tax, is $161,096. Staff recommends approval of an additional five percent (5%) contingency for unforeseen change orders, for a total requested budget authority of $169,151. Funding is included in the Electric Department's FY2025-26 budget in the Electric Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of pad mount transformers for the Roseville RPEAK facility 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 26-010
2. Bid Summary_PP

REVIEWERS:

Sue Jessup, Finance Department - Purchasing	Created/Initiated - 12/18/2025
Shannon Wiest, Finance Department - Purchasing	Approved - 12/18/2025
Scott Pettingell, Finance Department - Budget	Approved - 12/19/2025
Kelly Aye, City Attorney Department	Approved - 12/24/2025
Katrina Six, City Clerk Department	Approved - 1/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/7/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/8/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/8/2026
Katrina Six, City Clerk Department	Final Approval - 1/8/2026

RESOLUTION NO. 26-010

APPROVING PURCHASE ORDERS FOR PAD MOUNT TRANSFORMERS

WHEREAS, purchase orders for pad mount transformers for the Roseville Peaker Plant (RPEAK), have been reviewed by the City Council.

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders, consistent with the contract terms, provided that the net cost of all change orders shall not exceed five percent (5%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, 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 #10-3431 - Pad Mount Transformers for Roseville RPEAK Facility

End Date 2025-11-20 03:00 PM PST

Vendor					ALAMEX INC	AR TRANSFORMERS INC	BELL ELECTRICAL SUPPLY	Cavalry Energy LLC	GENERAL PACIFIC	Graybar Electric Co.	First Philec International LLC	Hyundai Corporation USA	Mader Supply, LLC	MAGNETRON USA LLC	Virginia Transformer Corporation
Item Code	**Item Name**	**Item Description**	**Qty**	**Unit**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**
	A	2500kVA Oil Filled Pad Mount Auxiliary Transformer, 13.8kV/4160V, Delta/Wye-Grd (as detailed in Specification ROSE-1-SP-025201)	1	Each	$169,153.00	$38,700.00	$160,000.00	$68,500.00	N/A	$170,918.48	$138,750.00	$122,260.00	N/A	$63,726.00	$276,986.00
	Brand				Maddox		META POWER SYSTEMS	Cavalry Energy	No quote	Maddox	First Philec	IEC	No quote	MAGNETRON	Virginia Transformer
	Item Vendor Ref Number								No quote		2500			1	
	B	150kVA Oil Filled Pad Mount Transformer, 4160V/480V, Delta/Wye-Grd (as detailed in Specification ROSE-1-SP-025301)	1	Each	$68,898.00	$11,000.00	$44,800.00	$22,938.00	$27,249.00	N/A	$34,420.00	$42,540.00	$26,491.00	$27,067.00	N/A
	Brand				Maddox		META POWER SYSTEMS	Cavalry Energy	Ermco		First Philec	IEC		MAGNETRON	Virginia Transformer
	Item Vendor Ref Number								756070.001		150			2	

City Council Communication

Meeting Date: 1/21/2026
Item #: VII.13
File #: 0206-03-01
Item ID: 2025-956

Title:	Judicial Foreclosure of Delinquent Special Taxes Pursuant to the Mello-Roos Community Facilities Act 1982, as Amended
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

SUMMARY

Staff recommends that the City Council, acting as the governing body for its Community Facilities Districts (individually, "CFD" and collectively, "CFDs"), adopt a resolution ordering the judicial foreclosure of delinquent special taxes pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, and ordering the Placer County Tax Collector remove current and future delinquent taxes for the CFD from the tax roll. Certain property owners have become delinquent in payments of special taxes associated with a few of the City's CFDs. To comply with the City's bond covenants, when certain delinquency thresholds have been met, the City is required to commence foreclosure actions against any delinquent parcel(s). There is no fiscal impact on the City's General Fund. All legal fees are borne by the property owners and all penalties and interest collected will be credited to the subject CFDs.

RECOMMENDATION

Staff recommends that the City Council of the City of Roseville, acting as the governing body for its Community Facilities Districts (individually, "CFD" and collectively, "CFDs"), adopt a resolution ordering the judicial foreclosure of delinquent special taxes pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, and ordering the Placer County Tax Collector remove current and future delinquent taxes for the CFD from the tax roll.

BACKGROUND

Certain property owners have become delinquent in payments of special taxes associated with a few of the City's CFDs. Bonds have been issued in connection with these CFDs and payments of these bonds are secured by special taxes levied upon individual property owners within each of these CFD boundaries. To comply with the City's bond covenants, when certain delinquency thresholds have been met, the City is required to commence foreclosure actions against any delinquent parcel(s). For the affected parcels within Diamond Creek CFD 1 and Fiddyment Ranch CFD 1, the foreclosure covenants state that property owned by a single property owner in a subject CFD is delinquent cumulatively more than $3,000 with respect to the current and past special taxes due (irrespective of the total delinquencies in the District). For the affected parcel within The Ranch at Sierra Vista CFD 1, the foreclosure covenant is a little higher, at $3,250 in cumulative delinquencies. The combined special tax delinquencies recommended for judicial foreclosure action is $17,515.81.

FISCAL IMPACT

There is no fiscal impact on the City's General Fund. All legal fees are borne by the property owners and all penalties and interest collected will be credited to the subject CFDs.

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 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,
Jeannine Thrash, Management Analyst

Scott Pettingell, Finance Director

ATTACHMENTS:

1. Resolution 26-012

REVIEWERS:

Jeannine Thrash, Finance Department	Created/Initiated - 12/5/2025
Scott Pettingell, Finance Department - Budget	Approved - 12/19/2025
Kelly Aye, City Attorney Department	Approved - 1/5/2026
Katrina Six, City Clerk Department	Approved - 1/5/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/6/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/7/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/7/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/7/2026
Katrina Six, City Clerk Department	Final Approval - 1/8/2026

RESOLUTION NO. 26-012

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE ACTING AS THE GOVERNING BODY OF ALL OF ITS COMMUNITY FACILITIES DISTRICTS ORDERING JUDICIAL FORECLOSURE OF DELINQUENT SPECIAL TAXES PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982 AND ORDERING THAT THE PLACER COUNTY TAX COLLECTOR REMOVE CURRENT AND FUTURE DELINQUENT SPEICAL TAXES FOR THE COMMUNITY FACILITIES DISTRICTS FROM THE TAX ROLL

WHEREAS, the City of Roseville, a California Municipal Corporation, has conducted proceedings resulting in the formation of Community Facilities Districts ("CFDs") and the issuance of bonds or debt pursuant to the Mello-Roos Community Facilities Act of 1982 (Cal. Gov. Code Section 53311, et seq.; the "Act"); and

WHEREAS, pursuant to the Act, the City has duly recorded Notices of Special Tax Lien and has duly and regularly levied special taxes, which special taxes and interest and penalties thereon constitute a lien against the parcel of the land against which it is levied until the same are paid, which liens secure in whole or part debt issued pursuant to the Act; and

WHEREAS, certain installments of the special taxes have not been paid when due, and certain special taxes may not be paid when due in the future;

WHEREAS, pursuant to section 53356.1 (a) of the Act, the CFDs are authorized to order the special taxes collected by an action brought in the Superior Court to foreclose their liens; and

WHEREAS, pursuant to section 53356.1 (b) of the Act, there is a covenant for the benefit of owners of the debt to file such foreclosure actions on behalf of the debt holders and, pursuant to Section 53356.2 of the Act, the City is authorized to order the County Auditor to credit the delinquent special taxes upon the secured tax roll, thus relieving the County Tax Collector of further duty and regard thereto; and

WHEREAS, the City has retained Stradling Yocca Carlson & Rauth, P.C. as special counsel to prosecute such actions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville acting as the Legislative Body of all the City of Roseville CFDs that:

1. The City finds that the Act authorized the filing of judicial foreclosure lawsuits to collect delinquent special taxes, and thereby orders that the delinquent special taxes listed on the attached Exhibit A and all future delinquent special taxes as to such property be collected by action brought in the appropriate Superior Court to foreclosure the liens thereof.
2. Stradling Yocca Carlson & Rauth, P.C., is authorized to prosecute the foreclosure actions and to collect on behalf of the CFDs all amounts due on account of the special taxes listed in Exhibit A and any subsequent delinquent special taxes levied on those parcels.

3. The Council finds that the Act provides for the payments of the costs and attorney fees for prosecution of the foreclosures on redemption prior to entry of judgment as well as on post-judgment redemption, and hereby authorizes Attorneys to require payment on its behalf of all costs and all attorney fees incurred to collect the delinquent special taxes as a condition of such redemption.
4. City personnel in conjunction with special counsel and other City consultants are authorized and directed if and as applicable, pursuant to Government Code Section 53356.2: 1) to record notices of intent to remove the delinquent special taxes from the tax rolls, and 2) to request that the applicable County officials remove current and future delinquent special taxes from the tax rolls.

PASSED AND ADOPTED by the Council of the City of Roseville acting as the Legislative Body of all of the City of Roseville Community Facilities Districts at a regular meeting held on this day of_____20 on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

DELINQUENT PROPERTIES - All Districts
Removal Recommendations
as of December 4, 2025

District	FY 2024/25 Dollars Levied	FY 2024/25 Dollars Total Amount Delinquent	% of FY 2024/25 Dollars Delinquent (for Covenant analysis)	Delinquent Installment Removal Recommendations to Comply with Foreclosure Covenant(s)	First Delinquency Date	Total Installments Delinquent (incl Penalty & Interest)
Diamond Creek CFD 1	$ 422,576.72	$ 1,631.90	0.39%	Strip the following Parcels as shown below which are all property owners past due $3,000 or more of prior year installments.		
				APN 482-431-018-000	12/10/2023	$4,268.62
					Total	**$4,268.62**
Fiddyment Ranch CFD 1	$ 3,912,302.44	$ 15,028.43	0.38%	Strip the following Parcels as shown below which are all property owners past due $3,000 or more of prior year installments.		
				488-120-013-000	12/10/2023	$4,133.56
				492-110-016-000	12/10/2023	$4,174.78
					Total	**$8,308.34**
The Ranch at Sierra Vista CFD 1	$ 2,804,707.18	$ 11,402.76	0.41%	Strip the following Parcels as shown below which are all property owners past due $3,250 or more of prior year installments		
				APN 499-160-009-000	4/10/2024	$4,938.85
					Total	**$4,938.85**

City Council Communication

Meeting Date: 1/21/2026
Item #: VII.14
File #: 0702-02
Item ID: 2025-976

Title:	Golf Maintenance Services - Agreement Amendment
Contact:	Rob Nakamura 916-774-5135 rnakamura@roseville.ca.us

SUMMARY

Staff recommends approval of the seventh amendment to the agreement with Brightview Golf Maintenance, Inc. to extend the term of the agreement for an additional five (5) year period commencing January 1, 2026 and ending on December 30, 2030. This agreement provides for golf course maintenance services at Woodcreek Golf Club and Diamond Oaks Golf Course at a cost not to exceed $10,727,700 for the term of the agreement. Funding is included in the Golf Course Funds, in which golf revenues offset expenses including maintenance, utilities and internal service fee expenses.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the Seventh Amendment with Brightview Golf Maintenance Inc. to extend the term of the Agreement for an additional five (5) years commencing on January 1, 2026, and ending on December 31, 2030.

BACKGROUND

In 2015, a Request For Proposals (RFP) was published for golf maintenance services for both City-owned golf courses, Woodcreek Golf Club and Diamond Oaks Golf Course. This RFP was published to include all golf course maintenance functions, including agronomic planning and strategies to develop and perform daily and seasonal tasks in an effort to provide the best possible golf course conditions for the community to enjoy.

The City entered into an agreement with ValleyCrest Golf Course Maintenance on December 16, 2015. In January 2017, ValleyCrest Golf Course Maintenance was purchased and merged with Brightview Golf Maintenance, Inc. The initial five (5) year agreement allows for up to three (3) additional five (5) year terms. This is the second renewal of the agreement which includes the Seventh Amendment and increases current pricing by 3.4% effective January 1, 2026. This pricing adjustment, agreed upon by the City and Brightview Golf Maintenance, Inc. is based upon reported increases to the Employment Cost Index (ECI) and the Consumer Price Index (CPI).

Brightview Golf Maintenance, Inc. continues to meet the maintenance needs of both golf courses and partners well with Parks, Recreation & Libraries staff to ensure the courses are ready to serve the Roseville and surrounding communities.

FISCAL IMPACT

The agreement provides for golf course maintenance services at Woodcreek Golf Club and Diamond Oaks Golf Course at a cost not to exceed $10,727,700 for the term of the agreement. Funding for this contract is currently included in the approved FY2025-26 golf operating budgets and will be included in all future proposed golf operating budgets through FY2030-31. Both golf courses are funded in the Golf Course

Funds, in which golf revenues offset expenses including maintenance, utilities and internal service fund charges. It is anticipated that revenues generated through golf course fees will cover the additional maintenance expense and will not directly impact the General Fund.

ENVIRONMENTAL REVIEW

The proposed project involves the operation, maintenance, and minor alteration of existing facilities. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
3. Enhance economic vitality
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Rob Nakamura, Recreation Superintendent

Jill Geller, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Resolution 26-013
2. Brightview Golf 7th Amendment
3. CEQA Exemption

REVIEWERS:

Rob Nakamura, Parks, Recreation, and Libraries Department - Recreation	Created/Initiated - 12/12/2025
Jeff Nereson, Parks, Recreation, and Libraries Department - Recreation	Approved - 12/17/2025
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 12/18/2025
Kelly Aye, City Attorney Department	Approved - 1/5/2026
Katrina Six, City Clerk Department	Approved - 1/6/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/6/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/8/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/8/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/12/2026
Katrina Six, City Clerk Department	Final Approval - 1/12/2026

RESOLUTION NO. 26-013

APPROVING A SEVENTH AMENDMENT TO AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BRIGHTVIEW GOLF MAINTENANCE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Seventh Amendment to Agreement for Golf Maintenance Services, by and between the City of Roseville and Brightview Golf Maintenance, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Seventh Amendment to 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 _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

SEVENTH AMENDMENT TO

GOLF MAINTENANCE SERVICES AGREEMENT

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

W I T N E S S E T H:

WHEREAS, CITY and CONTRACTOR's predecessor previously entered into a Golf Maintenance Services Agreement dated December 16, 2015 and amended January 16, 2019, March 18, 2020, December 16, 2020, January 29, 2022, May 17, 2023 and May 15, 2024 ("Agreement") regarding Golf Course Maintenance Services ("Project"); and

WHEREAS, after execution of the Agreement and the CITY's consent, the Agreement was assigned from ValleyCrest Golf Maintenance, Inc. to CONTRACTOR; and

WHEREAS, CITY desires to amend the Agreement to extend the term of the Agreement; and

WHEREAS, CONTRACTOR is willing and able to provide such services.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 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 five (5) year period commencing January 1, 2026 and ending on December 31, 2030."

2. The first paragraph of Section 3 of the Agreement is amended to read as follows:

"For its services provided hereunder, CONTRACTOR shall be compensated on a time and expense basis in accordance with the Financial Proposal as described in EXHIBIT "C," attached hereto and incorporated herein by this reference. Compensation for the Work for the term of this Agreement shall not exceed ten million, seven hundred twenty-seven thousand, seven hundred dollars ($10,727,700.00) subject to adjustments for changes in the Works as may be directed in writing by CITY pursuant to Section 6. In lieu of providing an annual Faithful Performance Bond, CONTRACTOR agrees to provide $9,000 worth of annual course improvements at no cost to CITY."

3. Exhibit "A" to the Agreement is hereby replaced with Exhibit "A" to this Seventh Amendment to Agreement, attached hereto and incorporated herein by reference, which reflects updated general conditions for the term of the Seventh Amendment to Agreement.

4. Exhibit "B" to the Agreement is hereby replaced with Exhibit "B" to this Seventh Amendment to Agreement, attached hereto and incorporated herein by reference, which reflects updated maintenance standards for the term of the Seventh Amendment to Agreement.

5. Exhibit "C" to the Agreement is hereby replaced with Exhibit "C" to this Seventh Amendment to Agreement, attached hereto and incorporated herein by reference, which reflects updated annual pricing adjustments for the term of the Seventh Amendment to Agreement.

6. Exhibit "E" to the Agreement is hereby replaced with Exhibit "E" to this Seventh

Amendment to Agreement, attached hereto and incorporated herein by reference, which reflects updated asset inventory and replacement schedule for the term of the Seventh Amendment to Agreement.

7. The Agreement is further amended by adding an additional paragraph regarding compliance with the Levine Act:

"33. 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."

8. 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 Seventh 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 Seventh Amendment to Agreement to be executed.

[SIGNATURES ON NEXT PAGE]

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: _____
JILL GELLER
Parks, Recreation & Libraries Director

BRIGHTVIEW GOLF MAINTENANCE, INC., a California corporation

BY: _____
its: Michael Dozier, CEO

and

BY: _____
its: Susan DeSantis, Assistant Secretary

“EXHIBIT A”

EXHIBIT A

Revised November 2025

General Conditions

Grounds Maintenance Operations

The City is seeking an experienced and capable firm interested in managing both the Woodcreek Golf Club and Diamond Oaks Golf Courses' grounds maintenance operations. The Contractor shall manage and account for all costs of operating the grounds maintenance operations. These include staffing, maintenance, equipment, supplies, insurance, all taxes, janitorial services and supplies, and all permits licenses required by law.

Grounds maintenance at both courses includes all golf course maintenance and landscape maintenance around the clubhouse, in the parking lots and streetscapes included on the golf course property. There is also a fenced maintenance yard and building(s).

A. General Services

The Contractor shall

1. Obtain and maintain in full force and effect through the term of this Agreement any and all applicable permits and business licenses which may be required by any law, including administrative regulations and local ordinances. The Contractor must obtain the following licenses for the duration of the contract:
   a) C-27 Landscape Contractor License
   b) City of Roseville Business License
   c) California State Pest Control Business License
   d) Pest Control Advisory License
   e) Qualified Applicator License (includes Placer County Registration)
2. In compliance with SB 854, the Contractor is required to register with Department of Industrial Relations (DIR) and comply with all requirements of a public works project.
3. Comply with all applicable rules and regulations adopted by the City, and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to Contractor's operations. Any penalties, fines or fees imposed on the City by any state or federal agency arising out of Contractor's negligence or intentional misconduct shall be responsibility of the Contractor.
4. Contractor shall register facility with CERS (California Environmental Reporting System) and comply with storage, labeling and disposal requirements of any hazardous materials as required.
5. Conduct its operations in a first-class businesslike, efficient, courteous, and accommodating manner.
6. Be solely responsible for providing all services, equipment, supplies and personnel for the administration, staffing, and operation of the grounds maintenance of both Golf Courses.

7. The City recognizes the inherent complexity of "maintenance", "standards", and building an agreement that covers every potential scenario. Below is a list of additional items that the City will deem as "extra work". Items may be added or deleted through the negotiation process. The following shall be treated as "extra work":
   a) Renovations
   b) Landscape Conversions/Enhancements
   c) Tree Planting. Tree or Stump Removals
   d) Repair of Vandalism
   e) Capital Improvement Projects/Bridge Repairs
8. Be in full operation to provide golf course maintenance no later than a certain time period negotiated between the City and Contractor following the commencement date of the contract award. The City reserves the right to extend this time frame if necessary.
9. Work cooperatively and collaboratively with Golf Operations Contractor, Food and Beverage Operations Contractor and City management staff to provide a positive golf experience for all users.

8. Hours of Operation

1. The Contractor shall perform the required maintenance services between the hours of 5:30 a.m. and 6:00 p.m., Sunday through Saturday. Any modification in the hours and days of maintenance services as stated in the Contractor's service schedule is subject to approval by the City. The Contractor shall coordinate with the Golf Operations staff as needed to facilitate maintenance needs and tee times.
2. During periods of excessive rainfall that hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather. The prime factors in assigning work shall be the safety of the workforce and damage to the golf course. Please refer to the "Inclement Weather Policy".

C. Personnel Requirements

The Contract is intended to be a "partnership" between the City, the City's Golf Operations and Food and Beverage Operations Contractors and the Contractor. The Contractor and its employees represent the City in the performance of their work. Only Contractor's employees or subcontractors are allowed on City premises where work is being performed.

1. City will rely upon information provided by proposer when awarding contract for these services. City acknowledges Contractors may change ownership from time to time. However, when owners are principals to services provided, written approval of the City must be obtained.
2. This is a prevailing wage project. Contractor shall comply with all applicable prevailing wage laws during the course of the Contract.
3. Salaries shall be within or above the 75th percentile of GCSAA survey of Sacramento area courses.

4. Grounds Maintenance Operations at each course shall be supervised by a full-time Class A Superintendent to conduct day-to-day operations at minimum.
5. All Contractor assigned Superintendents must be qualified, trained, and capable of providing adequate supervision and direction of all Contractor's employees, provide agronomic direction, and must demonstrate verbal and written communication skills sufficient for the work required herein. Typical qualifications for this position would be 3 - 5 years of experience as a Golf Course Superintendent and an Associates Degree in Horticulture, Agronomy, or a related field **or** 3-5 years experience as an Assistant Golf Course Superintendent with a Bachelors Degree in Horticulture, Agronomy, or a related field.
6. Contract supervision shall be immediately available at all times Contractor employees are working on sites, must be available twenty-four (24) hours a day via telephone, and must respond to an emergency situation/major discrepancy in the Contract within two (2) hours of initial contact.
7. Contractor shall provide sufficient employees in order to provide outstanding service and meet public demand for prompt, courteous, and efficient service.
8. Contractor's personnel shall at all times while on duty at the Golf Course be clean and neatly groomed, courteous, efficient and attired in a suitable uniform. The Contractor shall provide each of its employees with uniforms. Uniform apparel shall be kept neat, clean, and in good repair. All uniforms shall include the Contractor's name and logo.
9. Contractor's personnel shall perform its operations in a businesslike manner, without rudeness or discourtesy to any person, or use of profanity. Contractor shall maintain a high standard of services to the public, to the satisfaction of the City.
10. Contractor shall provide training for all employees. Training must include, but is not limited to, the following:
    a. Interfacing with customers in a friendly and positive way
    b. Resolving complaints to a customer's satisfaction
    c. Working with internal customers and partners
    d. Phone service skills
    e. Safety in the workplace
11. The Contractor shall interview all existing maintenance employees for possible retention.
12. The City shall approve any changes to the staffing structure.
13. The City shall have the right to have Contractor remove from assignment to City facilities such employees of Contractor or subcontractors as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest, create a risk of liability to the City, or whose actions are inconsistent with the best interest of the City.

D. Technology Requirements

The Contractor shall provide their own computers and all hardware, including but not limited to phones, computers, printers, and peripherals as needed to perform operations.

1. The Contractor must provide their own phone system.
2. The Contractor must provide their own internet connection and service.
3. All computers and software must be PCI compliant and have the latest antivirus software and security patches. City staff may do periodic verifications for security of computers.
4. Use of existing raceways is encouraged. Any modifications to the building for new wiring or adding new wiring locations must be approved or coordinated by City of Roseville and are at the vendor's expense.
5. City may provide a computer for exclusive use of City's irrigation software. Contractor must provide the required internet connection.
6. City will also provide Irrigation System Radios.
   a) One (1) Kenwood Nexedge NXR-710 VHF/UHF digital base repeater at Diamond Oaks
   b) Two (2) Kenwood NX-340U Nexedge radios, one (1) at Woodcreek and one (1) at Diamond Oaks
7. City will maintain fire alarm system.
8. The City recommends the Contractor obtain a security system which shall be at the Contractor's expense. The Contractor must also obtain an alarm permit.

E. Utilities

The Contractor shall contract directly and be responsible for utilities related to their business operations. Although City pays on course utilities as described on pages A20-21, Contractor shall be responsible for telephone services and internet services at a minimum.

F. Safety

1. Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under the Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.
2. The Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

G. Water Management Program

1. All required scheduling and operation of the irrigation system reflecting weather changes and water needs will be covered under the Contract. Contractor shall make all adjustments to frequency and length of watering periods.
2. Any malfunction of controllers and/or pump station components must be reported to the City along with a proposal for correction with costs.
3. All systems shall be programmed as needed to maintain turf and plants in a healthy, vigorous condition.
4. The irrigation program is to be sufficient to keep the plant material healthy without excessive water use.
    a) Irrigation programs shall incorporate the following conditions:
        i. Meet City Water Management requirements.
        ii. Reflect actual requirements of soil and plants.
        iii. Eliminate runoff onto streets, sidewalks, and other non-target areas.
        iv. Maximize public use of City property.
5. Recycled water is used in some areas of the golf courses. Contractor's staff shall be trained in the proper techniques for working with recycled water and it is the responsibility of the Contractor to insure compliance with all safety and health precautions. Additionally, Contractor's supervisory and irrigation staff will be required to attend a one (1) time, one (1) hour, training provided by the City of Roseville free of charge. Every two (2) years a new training will be made available, by the City, for new staff members.
6. A complete irrigation system check shall be performed annually, December through February. Needed repairs shall occur throughout that same time period, and with the approval of the City, to ensure a fully operational system at the beginning of each spring.
7. All as-built irrigation plans and maps shall be regularly maintained and updated to be as accurate as possible.
8. City will provide all the water and electricity necessary for the Contractor to perform the services except instances where excessive costs are incurred by the City due to water/electricity waste or negligence by the Contractor. **If the City determines that excessive utility costs due to waste or negligence have occurred and are a result of Contractor's actions, the City may withhold from payment to Contractor those funds necessary to reimburse the City for these additional costs.** If there is a difference of opinion between the City and the Contractor as to the whether or not there has been waste due to the negligence of the Contractor, the opinion of the City will prevail.
9. Labor costs for the repair and maintenance of the complete irrigation system (excluding the pump system) and irrigation controller shall be the responsibility of the Contractor.
10. The City shall pay for parts damaged or worn out as a result of normal wear and tear.
    a) If any part of the system or controller is damaged due to Contractor neglect, the Contractor shall be responsible for all labor and parts required to return system to "like-new" condition.

b) Decisions regarding repair verses replacement will be made by the Contractor and the City jointly. In the event that there is a disagreement with regards to how to proceed the City's choice will prevail.

c) All replacement materials are to be with new original types and models, unless a substitute is approved by the City. The Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranties.

11. Repair and replacement of any irrigation components or property that is a result of vandalism, or unintentional damage, caused by the public shall be considered "extra work" in its entirety. All vandalized components must be presented to the City within five (5) working days of the repair or replacement in order for the Contractor to be compensated for the repair or replacement.
12. Routine maintenance of the pump stations shall be included in the Contractor's base bid. Maintenance shall include general cleaning and monitoring of all equipment.

    a) The Contractor shall oversee annual preventative maintenance programs for the pump stations; oversight is included in the base bid. The City is responsible for costs associated with required repairs, replacement parts, and components which shall be considered "Extra Work."

H. Plant Loss

It is one of the Contractor's prime responsibilities to prevent loss of plants due to pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, improper planting, irrigation issues, or poor management practices.

1. Contractor shall be continuously alert in locating and defining problems and shall exercise prompt and proper corrective action. A preliminary written report shall be submitted for major corrective problems not covered in the Contract along with the costs.
2. Contractor shall replace, at the Contractor's cost, any dead, stunted, or damaged plants, including turf, that are the result primarily of the Contractor's negligence including, but not limited to, irrigation malfunctions that are not addressed within a reasonable amount of time based on environmental conditions.

    a) Plants lost from Contractor's negligence shall be replaced, at the Contractor's expense, within thirty (30) days of discovery. Replacement plants shall be comparable in size to the lost plant up to a maximum size of a thirty-six (36) inch box, or if smaller, the size shall be approved by the City.

3. The Contractor shall not be held responsible for plant losses due to maladies beyond the Contractor's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, storms, freezing/frost, and related events. This type of situation will be treated as "extra work." Contractor shall report all such conditions to the

City in writing within seventy-two (72) hours of occurrence, and submit a proposal for the work or repairs along with the costs. The Contractor shall obtain City's written permission/direction or authorization prior to proceeding with the work. Failure to notify the City within seventy-two (72) hours of occurrence will result in replacement at the Contractor's cost as if the cause was Contractor negligence.

4. The City shall approve all replacement plants that differ in species. However, it is agreed that replacing plants shall not be used by the Contractor as a substitute for proper care. The City will consider Contractor negligence a major breach of contract with full responsibility for costs and losses.
5. Dead plants and those in a state of decline shall be brought to the City's attention immediately and before removal. The City shall pay labor and material for plant replacement not caused by Contractor negligence, as deemed by the City as "extra work."
6. All new plant material and irrigation installations or repairs shall be guaranteed for a period of ninety (90) days for unhealthy plant installation and/or poor workmanship. Exceptions include damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants and materials shall be inspected and approved by City prior to installation.
7. At the end or termination of the Contract, the City reserves the sole right to withhold final payment(s) in the amount necessary to replace any damaged or dying plant material that is a result of Contractor negligence or to restore any site which is in a condition that is worse than when the Contract was executed.

I. Course Maintenance

Please refer to Grounds Maintenance Standards provided in Exhibit B for specific details regarding requirements listed below.

1. Agronomic Calendar

On an annual basis the Grounds Maintenance Contractor shall provide the City with an agronomic calendar for the upcoming year. This calendar shall include timing for pre and post emergent herbicide applications, fertilizer applications, aerification schedules, soil amendment application, preventative pesticide and fungicide programs, overseeding programs, etc. Additionally, the calendar shall call out a specific product, or ratio, that will be used in various areas of the golf courses and in coordination with play. The Agronomic Calendar must be approved by the City. Discussions regarding the proposed timeline, impact on conditioning, and impact on playability shall occur with the City and with the City's Golf Operations and Food and Beverage Operations Contractor(s).

Turf Aeration

The Contractor shall perform aeration of turf as part of the base bid and as outlined in Exhibit B, "Grounds Maintenance Standards". Exact methods used are to be proposed by the Contractor, as part of this **RFP** process.

a) Contractor, on an annual basis, shall provide recommendations that reflect the needs of the plant, the golf course, and the playability. Discussions regarding the proposed methods, impact on conditioning, and impact on playability shall occur with the City and with the City's Golf Operations and Food and Beverage Operations Contractor(s). The City reserves the right to make the final decision on aerification practices based on input from all parties.

1. Fertilization

The Contractor will be responsible for performing all fertilizations of turf and landscape. The City recommends these minimum fertility requirements, for both golf courses, based on prior practice.

Greens/Collars	4 lbs N; 4 lbs K
Tees/Approaches	4 lbs N; 3 lbs K
Fairways/Surrounds	3 lbs **N;** 2 lbs K
Roughs	2 lbs N; 1 lbs K
Landscaping	5 lbs N; 4 lbs K

These are minimum requirements. The Contractor is responsible for determining the full fertility requirements of the plant and to implement fertility programs designed to be of maximum benefit to the plant and overall golf course conditioning. An annual fertility program is required to be submitted to the City as part of the Agronomic Calendar for approval.

2. Tree Pruning and Inventory

Trees shall be maintained and pruned per the tree maintenance requirements as outlined in Exhibit B.

a) The Contractor shall prune golf trees for clearance as part of the base bid. Proper overhead clearance is deemed to be eight feet (8') over all cart paths, walkways, bridges and parking lots. "Golf Trees" include any and all trees located within the boundaries of the maps on pages A15-18. Additionally, trees located within the designated "Open Space/Preserve" areas are not the responsibility of the contractor as part of the base bid, but may be considered extra work. Generally speaking "Golf Trees" will be within 20 yards of maintained turf, excluding trees in the open space preserves.

b) The City maintains a current electronic inventory of every City owned tree. If any tree work is performed ranging from pruning to removal, the City's Urban Forester must be notified prior to work, and at the conclusion of work, so that proper records can be maintained. The Contractor will be required to identify the tree on an aerial map with notes of the species, estimated size, action taken and provide the map to the Urban Forester.

c) The Contractor shall report any hazardous condition to the City immediately upon discovery. The City will determine the appropriate actions needed. Corrective action shall not be contained in the base bid and will be considered "extra work".

d) Emergency items, such as storm damage, do not require advanced notification. However, every effort should be made to notify the Urban Forester within twenty-four (24) hours of tree activity and actions taken.

3. Open Space / Preserve Maintenance

All work in Open Space/Preserve areas must be coordinated and approved with the City of Roseville, prior to work performed. Parks & Open Space Superintendent to determine access points, methods and materials, day and time of work.

The following tasks are part of the base bid:

a) Install 30' fire breaks annually each Spring prior to June 15th, per City of Roseville Fire Department guidelines. See Fire break maps, page A15-18.

b) All outlets and inlets of drainage culverts should be cleared annually (between May 15th – October 15th) (50') from exit and entrance points, per MOU's between the City of Roseville and the California Department of Fish and Wildlife Service to be coordinated with the City in advance of work to be performed as a permit is required annually. (MOU available upon request) Maintenance of all wetland and drainage areas shall conform to all City, State, and Federal guidelines, regulations, and/or laws.

c) Remove all trash and debris from Open Space and Preserve areas as observed

d) Report any illegal dumping or alterations by the public to Parks & Open Space Superintendent.

4. Lake Maintenance

The Contractor shall maintain all lakes, ponds, and waterways as described in Exhibit B "Maintenance Standards" as part of their base bid with the following exceptions:

a) Parts and/or replacement lake aerifiers shall be paid for by the City at the agreed upon markup over cost.

b) The City reserves the right to purchase all materials and products and supply them to the Contractor for installation.

c) Items that can be removed by hand, from creeks, shall be part of the Contractor's base bid.

d) The Contractor shall inform the City of any item blocking the channel that must be mechanically removed.

5. Bunker Sand

The Contractor shall be responsible for the replacement of bunker sand in the base bid. Type of sand will be agreed upon by City and Contractor equivalent to sand materials installed in the 2025 bunker renovation project at Woodcreek. Sand depths to be maintained at minimum 4” in the base an 2” on the faces and slopes.

6. Golf Course Marking and Access Restriction

a) The Contractor shall be responsible for the installation, maintenance, and proper management of golf course marking and access restriction.

b) The Contractor shall provide hazard markers, OB Markers, stake and rope, directional signage, closure signage, etc. as part of the base bid.

7. Golf Accessories

Golf accessories include but are not limited to: Cups, Flags, Sticks, Tee Markers, Divot Containers, Yardage Markers, Bunker Rakes, etc.

a) Installation and replacement of such items shall be included in the base bid. All accessories shall be maintained in "like new" condition. Replacement schedules and expectations can be found in the "Grounds Maintenance Standards," Exhibit B. The quality of golf accessories shall be maintained throughout the Contract. If there is a difference of opinion between the City and the Contractor as to the quality of replacement products used, the opinion of the City will prevail.

b) Split rail fencing used for golf cart traffic control shall be purchased by the city and installed by the contractor in locations agreed upon between the Contractor and the City.

8. Golf Course Restrooms

The Contractor shall include maintenance and stocking of on-course restrooms and maintenance facility restrooms in their base bid. Restrooms located within or directly outside of pro shops and restaurants shall be the responsibility of the City's Golf Operations and Food and Beverage Operations Contractor(s).

a) The Contractor shall maintain interior areas, wall to wall and ceiling to floor, including indoor lighting, as specified and outlined in Exhibit D. Contractor shall maintain and operate premises in the same condition as exists, excepting only reasonable wear and tear arising from the use to provide the services herein.

b) The solar panels at Diamond Oaks shall be maintained and cleaned on a quarterly basis or as needed based on conditions.

9. Signage

The Contractor shall include basic maintenance (cleaning and inspection) to all permanent golf course signage and labor for installation of replacement signage in their base bid. All replacement signage and materials shall be paid for by the City at the agreed upon markup over cost. The City reserves the right to purchase all materials and products and supply them to the Contractor for installation.

10. Equipment

a) The Contractor accepts the "AS IS" condition of the property and any equipment and appliances provided. The Contractor shall comply with the "Resource Inventory and Facility Maintenance Responsibility List" as outlined in Exhibit D.

b) The Contractor shall provide all furnishings, fixtures, equipment, soft goods, at its own expense to fulfill the requirements herein. All furnishings, equipment, etc., furnished by the Contractor, shall be of good quality and suitable for its purpose.

c) The Contractor shall provide equipment maintenance and repair of all existing equipment related to the operation of maintenance services. Any damaged equipment or equipment in need of repair shall be removed from the site. Contractor shall be responsible for any damage to the work sites, City or private property, or any injuries caused by Contractor's equipment or personnel.

d) The Contractor shall provide an annual equipment inventory and replacement plan.

11. Site Amenities

Site amenities include but are not limited to: benches, clocks, tables, ball washers, on course trash receptacles, etc.

a) All site amenities shall be kept in "like new" condition at all times. Proper maintenance practices shall be implemented to reach this desired outcome.

b) All amenities shall be assessed for replacement or refurbishment on a quarterly basis. Refurbishment shall be part of the Contractor's base bid. The Contractor shall be responsible for providing all labor, as part of the base bid, for replacements. All replacements shall be paid for by the City at the agreed upon markup over cost. The City reserves the right to purchase all materials and products and supply them to the Contractor for installation. Decisions regarding refurbishment verses replacement will be jointly made by the Contractor and the City.

12. Parking Lots

a) The Contractor shall be responsible for the overall cleanliness of the Maintenance Facility parking lots.

b) The Contractor shall maintain fuel tanks and all related permits per Placer County Air Pollution Control District requirements.

c) All materials shall be properly stored and covered to prevent contamination and miscellaneous debris.

d) The Contractor shall be responsible for all landscaping associated with all golf course public parking lots. Golf Course public parking lot surfaces shall be the responsibility of the City's Golf Operations Contractor. The City is responsible for all parking lot lighting.

13. Cleanliness

a) Contractor shall, at its own expense, keep the Maintenance premises clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and Contractor shall prevent any such matter or material from being or accumulating upon said premises.

b) Contractor shall supply its own janitorial service, including window washing and emptying refuse containers and shall keep the area used and occupied by it in a neat, clean, and sanitary condition at all times. Maintenance area cleaning shall take place at least once per day or more often as needed. Contractor shall comply with maintenance standards as noted in Exhibit 8.

c) Any subcontractor used to perform maintenance or cleaning shall be licensed.

d) Disposal of refuse must be handled in one of two ways. All refuse shall be delivered by the Contractor, or its service provider, to the MRF/WPWMA facility or placed in a dumpster serviced by the City of Roseville.

e) Water shall be utilized by Contractor in the most efficient manner possible, and Contractor expressly agrees to comply with all City water conservation programs. Contractor shall keep updated on and comply with current drought stage and related restrictions.

14. Locks and Keys

a) The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in the facilities. The Contractor shall properly use and keep safe all keys or locks issued by the City to the Contractor.

b) The Contractor shall report all lost or stolen keys or locks to the City as soon as possible after discovery. The Contractor shall reimburse the City for the total cost of replacement keys and/or

locks that have been lost.

c) Keys/remotes will be returned upon termination or cancellation of the contract.

d) No building lock shall be rekeyed without prior approval from the City.

J. Outcome-based Contract and Inspection Resolution Process

City will regularly inspect the Contractor's work and rate it according to the Grounds Maintenance Standards attached as Exhibit B or according to negotiated standards as a result of contract negotiations. Contractor will be paid for work rated as "meets standards." Contractor will not be paid for work rated as "below standard" until conditions improve and rate as "meet standards" if the below standard work is attributed to neglect on the part of the Contractor. If an area does not meet the agreed upon standards, it will be considered "below standard." Contractor will not be paid additional amounts for remedial work required to improve "below standard" areas, as deemed by the City, if the below standard work is attributed to neglect on the part of the Contractor. City staff will work closely with Contractor's representatives to achieve the results described in the standards and inspection criteria. However, responsibility for meeting standards rests with the Contractor.

The Contractor shall be responsible for maintaining the golf courses as outlined in Exhibit B and the General Conditions listed herein. The cost of maintaining those areas, to the designated standard, shall be included in the base bid unless otherwise called out as "extra work" in this Request for Proposals.

During the first three (3) months of the contract, the Contractor will receive one hundred percent (100%) of the monthly contract payment. During this period, Contractor will inspect all areas of the golf course at least monthly and will discuss inspections with City. This process and time frame will allow for the Contractor to understand the site issues enough to proceed. Following this period, the Contractor shall perform quality assurance inspections a minimum of every month, or more frequently if deemed necessary by the Contractor or the City. Inspection results shall be electronically submitted to the City.

The Contractor will provide electronic versions of the monthly inspections to the City by the 10th day of the month. An action plan with deadlines must be provided to the City to indicate when corrections will be made if an area is deemed "below standard", regardless of fault. Failure to turn in inspections by the deadline will result in monthly payment being withheld until inspections are turned in. Additionally the Contractor will provide by email weekly status reports to the City to provide ongoing and up to date information about the golf courses.

For any area (see definitions below) of the golf course that fails to meet City standards as a result of some action that is the Contractor's responsibility, the Contractor is to notify the City immediately and develop a plan to bring the area back to compliance. Should the City discover an area that does not meet City standards, and the City has not been notified by the Contractor, the Contractor will be put on notice in writing to bring the area back into compliance. The following penalty may result:

A. The monthly payment for the specific area(s) will be withheld by the City until the area is back in conformance with City standards.
B. If conformance is reached within thirty (30) days of notice, the City will release one hundred percent (100%) of the payment.
C. If conformance is not reached within thirty (30) days of notice, payment for that specific area will be forfeited.

If the City has to notice the Contractor a second time at the same area within twelve (12) months of the initial notice, the following penalty will occur:

A. The City will withhold the monthly payment for the area. If the conformance is reached within fifteen (15) days of notice by the City, the City will release fifty percent (50%) of the payment, keeping fifty percent (50%) as a penalty.
B. The City may assess liquidated damages of five hundred dollars ($500.00) per day for every day after the initial fifteen (15) day period until conformance is reached or the Contract is terminated.

"Area" shall be known as, and payment rate withheld shall be, by golf hole:

1. Green Complex - 4% of monthly base contract price
2. Tee Complex - 3% of monthly base contract price
3. Fairway - 2% of monthly base contract price
4. Rough - 1 % of monthly base contract price
5. Lake - 1% of monthly base contract price
6. Facilities - 1% of monthly base contract price

* Each category shall include all assets within the designated location. i.e: trees, paths, shrubs, etc.

The parties will observe the following problem resolution process:

1. Written notice of the problem.
2. Field conference with inspector/Contractor's field representative to identify problem and agree on solution as presented by Contractor.
3. Conference between City's representative and Contractor's principal.

4. Imposition of penalties and/or correcting defect at Contractor's cost.
5. Termination of Contract.

K. Revenue Loss Reimbursement

Course conditions are paramount to revenue generation for both golf and food/beverage operations. If course conditions are adversely affected (such as, but not limited to, limits on play or partial or full course closure) due to Grounds Maintenance Contractor negligence resulting in a related revenue loss to the course as a whole, Contractor shall be responsible for such revenue loss. City will work with all partners to quantify the amount and duration of the loss. Contractor shall compensate City for revenue loss regardless of which partner realized such loss. City will work with partners to distribute this reimbursement.

Diamond Oaks Golf Course					
Site General Location: 349 Diamond Oaks Road					
Description:	Greens	Tees	Fairways	Roughs	Sand Traps
Total Estimated Golf Course Acreage:	2.17 Acres	2.01 Acres	40.8 Acres	58.4 Acres	1.6 Acres

Golf course property located within blue lines.

Diamond Oaks Golf Course	Fire Break Map
Site General Location: 349 Diamond Oaks Road	
Total Estimated Linear Feet: 15,445	

Required fire breaks identified by red lines.

Woodcreek Golf Club					
Site General Location: 5880 Woodcreek Oaks Blvd					
Description:	Greens	Tees	Fairways	Roughs	Sand Traps
Total Estimated Golf Course Acreage:	3.2 Acres	3.925 Acres	32 Acres	78.1 Acres	2.6 Acres

Golf course property located within red lines. Property included inside of blue lines is considered Open Space/Preserve.

Woodcreek Oaks Golf Club	Fire Break Map
Site General Location: 5880 Woodcreek Oaks Blvd	
Total Estimated Linear Feet: 15,860	

Required fire breaks identified by red lines.

Diamond Oaks Golf Course
Utility Records by Meter
April 2014- March 2015

Contractor Responsibility

Clubhouse & Restaurant Utilities

	Electric	Water	Waste-water	Solid Waste	Electric	Total
Mar 2015	905.65	105.15	30.75	499.20	604.05	2,144.80
Feb 2015	877.71	105.15	30.75	499.20	613.33	2,126.14
Jan 2015	1,060.07	105.15	30.75	499.20	715.76	2,410.93
Dec 2014	806.91	104.14	30.75	499.20	548.18	1,989.18
Nov 2014	1,000.51	105.15	30.75	499.20	563.09	2,198.70
Oct 2014	1,089.90	106.16	30.75	499.20	552.14	2,278.15
Sep 2014	1,494.83	106.16	30.75	499.20	732.25	2,863.19
Aug 2014	1,626.53	106.16	30.75	499.20	845.85	3,108.49
Jul 2014	1,531.30	106.16	30.75	499.20	812.99	2,980.40
Jun 2014	1,345.67	103.60	29.85	499.20	711.44	2,689.76
May 2014	1,090.87	102.09	29.85	499.20	751.01	2,473.02
Apr 2014	847.89	101.23	29.85	499.20	516.93	1,995.10
	13,677.84	1,256.30	366.30	5,990.40	7,967.02	29,257.86

City Responsibility

On Course Utilities

	Water	Water	Waste-water	Solid Waste	Electric	Electric	Water	Electric-Driving Range	Total
Mar 2015	33.10	1,385.19	61.50	627.32	861.35	336.40	1,045.00	1,300.42	5,650.28
Feb 2015	33.10	1,143.33	61.50	932.40	776.53	460.65	616.00	1,132.98	5,156.49
Jan 2015	33.10	1,013.79	61.50	611.65	889.95	667.78	310.20	613.07	4,201.04
Dec 2014	48.28	1,015.81	61.50	628.80	751.19	492.89	310.20	579.51	3,888.18
Nov 2014	54.35	1,425.67	61.50	691.45	935.62	414.62	1,469.60	1,365.84	6,418.65
Oct 2014	52.33	2,187.71	61.50	652.80	828.70	327.18	4,382.40	2,259.01	10,751.63
Sep 2014	53.34	2,688.65	61.50	249.60	1,033.61	386.96	8,067.40	3,612.87	16,153.93
Aug 2014	57.39	3,286.74	61.50	623.92	1,073.69	439.74	8,954.00	4,012.20	18,509.18
Jul 2014	53.34	3,702.67	61.50	570.92	1,037.21	365.84	11,308.00	4,704.52	21,804.00
Jun 2014	52.08	3,258.84	59.70	581.04	1,017.93	348.84	9,829.25	4,167.53	19,315.21
May 2014	41.76	2,510.42	59.70	1,056.72	872.20	312.27	6,053.85	2,601.91	13,508.83
Apr 2014	38.32	1,424.24	59.70	249.60	671.50	419.51	1523.8	1,357.49	5,744.16
	550.49	25,043.06	732.60	7,476.22	10,749.48	4,972.68	53,869.70	27,707.35	131,101.58

Woodcreek Golf Course
Utility Records by Meter
April 2014- March 2015

Contractor Responsibility

Clubhouse & Restaurant Utilities

	Electric	Water	Waste-water	Solid Waste	Total
Mar 2015	4,897.56	343.11	92.25	825.30	6,158.22
Feb 2015	4,412.10	338.05	76.88	825.30	5,652.33
Jan 2015	5,345.03	348.17	107.63	825.30	6,626.13
Dec 2014	4,721.97	343.11	92.25	825.30	5,982.63
Nov 2014	5,464.54	348.17	107.63	825.30	6,745.64
Oct 2014	6,259.46	358.29	138.38	825.30	7,581.43
Sep 2014	7,906.89	343.11	92.25	825.30	9,167.55
Aug 2014	8,912.73	353.23	123.00	825.30	10,214.26
Jul2014	8,302.51	348.17	107.63	825.30	9,583.61
Jun 2014	7,769.60	339.72	104.48	825.30	9,039.10
May 2014	6,560.10	335.20	104.48	825.30	7,825.08
Apr 2014	5,287.20	335.20	104.48	825.30	6,552.18
	75,839.69	4,133.53	1,251.34	9,903.60	91,128.16

City Responsibility

On Course Utilities - Electricity

	Electric	Electric-Driving Range	Electric	Electric	Total
Mar 2015	387.01	2,308.20	39.39	43.99	2,778.59
Feb 2015	400.84	1,380.79	38.94	42.96	1,863.53
Jan 2015	492.89	1,266.25	40.54	45.49	1,845.17
Dec 2014	442.25	1,184.23	39.39	43.53	1,709.40
Nov2014	428.45	1,941.40	39.62	44.33	2,453.80
Oct 2014	451.47	2,736.41	39.85	44.12	3,271.85
Sep 2014	629.78	4,432.60	42.78	48.86	5,154.02
Aug 2014	603.38	5,018.85	43.30	50.43	5,715.96
Jul 2014	603.38	5,235.03	43.04	49.25	5,930.70
Jun 2014	528.07	5,357.32	36.76	43.09	5,965.24
May 2014	464.33	3,854.47	35.81	41.70	4,396.31
Apr 2014	427.46	2309.69	33.4	38.01	2,808.56
	5,859.31	37,025.24	472.82	535.76	43,893.13

On Course Utilities -Water & Wastewater

	Water	Water	Waste-water	Solid Waste	Water	Waste-water	Water	Water	Water	Water	Waste-water	Total
Mar 2015	66.94	63.90	30.75	447.16	103.12	30.75	4,885.80	196.03	244.80	993.55	495.08	7,557.88
Feb 2015	65.92	63.90	30.75	345.60	102.11	30.75	952.20	189.96	120.33	1,576.46	476.63	3,954.61
Jan 2015	**66.94**	63.90	30.75	474.75	103.12	30.75	921.40	217.28	101.10	1,168.63	559.65	3,738.27
Dec 2014	67.95	63.90	30.75		102.11	30.75	639.80	185.91	102.11	993.55	464.33	2,681.16
Nov2014	65.92	63.90	30.75	**364.88**	104.14	30.75	2,197.40	127.22	166.88	993.55	285.98	4,431.37
Oct 2014	**68.96**	63.90	30.75	360.72	105.15	30.75	5,488.60	97.87	280.22	993.55	196.80	7,717.27
Sep 2014	66.94	63.90	30.75		105.15	30.75	10,570.60	92.81	578.76	1,399.36	181.43	13,120.45
Aug 2014	73.01	63.90	30.75	332.16	105.15	30.75	11,151.40	**94.83**	546.38	993.55	187.58	13,609.46
Juf 2014	69.97	63.90	30.75	648.73	105.15	30.75	14,876.00	**96.86**	876.29	1,540.03	193.73	18,532.16
Jun 2014	70.26	62.35	29.85		103.60	29.85	13,629.75	87.68	795.90	1,110.73	167.16	16,087.13
May 2014	64.93	62.35	29.85	725.23	102.95	29.85	10,576.75	88.20	625.83	1,637.52	194.03	14,137.49
Apr 2014	69.23.	62.35	29.85		102.09	29.85	4401.96	85.62	226.79	1720.08	185.07	**... 002.89**
	816.97	762.15	366.30	3,699.23	1,243.84	366.30	80,291.66	1,560.27	4,665.39	15,120.56	3,587.47	112,480.1

‘EXHIBIT B”

EXHIBIT B

Revised November 2025

Maintenance Standards
Woodcreek & Diamond Oaks Golf Courses
Grounds Maintenance Operations

Greens Complex: *Includes putting surface, surrounds, collars, approaches, and greenside bunkers. Green surfaces shall be smooth and actively growing as well as weed, disease, and stress free. Quality mowing patterns shall be visible. All other turf shall be even, lush green, and be cleanly edged. Minor weed patches may be present. The entire complex shall be safe, clean, firm enough for all traffic, free of standing water, presentable, and playable. Greenside bunkers shall be raked, cleanly edged, and debris free. All amenities shall be clean and in "like new" condition. Greens maintenance programs and strategies shall be presented to and agreed upon by the City.*

Greens Maintenance

- Greens shall be maintained in a manner that results in a stimp reading range of 8.5 - 10.0 with a monthly average of 9.0
- Turf height shall be maintained at a height acceptable to industry standard and in a manner that results in an average stimp reading of 9.0
- Mowing shall occur at minimum of 5 times per week or as needed to maintain an average stimp reading of 9.0. Greens shall be prepped for play daily as conditions allow including but not limited to mowing, rolling, or removing excess moisture.
- Mowing shall occur on Saturday and Sunday as conditions allow.
- 98% turf coverage is acceptable
    - 2% weed infestation shall be acceptable (excludes Poa Annua)
    - 0% bare or scalped area shall be acceptable
- Pin locations shall be changed daily
- Cups, Flags, and Sticks shall always be clean, in good repair, and presentable with a minimum of 3 complete flag change outs per year and 2 complete cup and pin change outs per year
- All grass clippings and debris shall be removed whenever present
- Aerate a minimum of twice annually to relieve compaction and increase the exchange of air and water within the soil profile. Core aerate and fill.
- Inspect thatch layer regularly and remove as needed for plant health and playability
- Regular verti-cutting and topdressing shall occur for thatch control, playability, and overall plant health
- Test soil annually. Submit copies of reports to City upon completion.
- Additional soil testing will occur if deemed necessary
- Irrigate for consistent soil moisture to achieve plant health, playability, and usability
    - No wet areas
    - No dry areas
    - Firm enough for foot and mower traffic
    - Apply wetting agents to assist in uniform soil moisture
    - Hand water as needed
- Inspect daily for insects, disease, and stress, and respond to outbreaks within 24 hours and before damage occurs

Collar and Approach Maintenance

- Turf shall be maintained at a maximum height of .675"
- Mowing will occur a minimum of 3 times per week during the growing season and as needed to maintain a uniform playing surface in the off season (November- March)
- 90% turf coverage shall be acceptable for Approaches
    - Up to 10% weed infestation shall be acceptable (excludes Poa Annua)
    - Up to 5% bare area shall be acceptable
- 98% turf coverage is acceptable for Collars
    - 2% weed infestation shall be acceptable (excludes Poa Annua)
    - 0% bare or scalped area shall be acceptable
- Remove grass clippings if organic biomass may impact plant health or playability
- Remove debris as discovered
- Edging of sprinkler heads and drainage boxes shall occur monthly or as needed to ensure crisp edges
- Core Aerate a minimum of once annually to relieve compaction and increase the exchange of air and water within the soil profile. Core aerate and fill.
- Additional aerification may be required in high use areas to maintain turf health and shall occur as needed
- Inspect thatch layer regularly and remove as needed for plant health and playability
- Irrigate for consistent soil moisture to achieve plant health, playability, and usability
    - No wet areas
    - No dry areas
    - Firm enough for foot and mower traffic
    - Apply wetting agents to assist in uniform soil moisture
    - Hand water as needed
- Inspect daily for insects, disease, and stress, and respond to outbreaks within 24 hours

Surrounds Maintenance

- Turf shall be maintained at a maximum height of 2.25"
- Mowing shall occur a minimum of twice weekly
- 90% turf coverage shall be acceptable
    - Up to 10% weed infestation shall be acceptable (excludes Poa Annua)
    - Up to 5% bare area shall be acceptable
- Remove grass clippings if organic biomass may impact plant health or playability
- Remove debris as discovered
- Edging of yardage markers, sprinkler heads, drainage boxes, and/or plaques shall occur monthly or as needed to ensure crisp edges
- Aerate a minimum of once annually to relieve compaction and increase the exchange of air and water within the soil profile
- Additional aerification may be required in high use areas to maintain turf health and shall occur as needed
- Inspect thatch layer regularly and remove as needed
- Test soil and water annually. Submit copies of reports to City upon completion.
- Additional testing will occur if deemed necessary
- Irrigate for consistent soil moisture to achieve plant health, playability, and usability
    - No wet areas
    - Dry areas should be limited to less than 10% of the total area
    - Firm enough for foot and mower traffic
    - Hand water as needed
- Inspect daily for insects, disease, and stress, and respond to outbreaks within 24 hours

Tee Complex: *Tee* surfaces *shall be level and actively growing,* as *well* as, *weed free with teeing markers properly located. Quality mowing patterns shall be visible. All turf* areas *shall be even, lush green, and be cleanly edged. The entire complex shall be safe, clean, firm enough for all traffic, free of standing water, presentable, and playable. All amenities shall be clean and in "like new" condition.*

Tee Maintenance

- Turf shall be maintained at a maximum height of .675"
- Mowing will occur a minimum of 3 times per week during the growing season and as needed to maintain a uniform teeing surface in the off season (November - March)
- Turf Coverage - Par 4's and S's - Woodcreek Oaks Golf Course
  - 90% turf coverage shall be acceptable
  - Up to 5% weed infestation shall be acceptable (excludes Poa Annua)
  - Up to 5% bare area shall be acceptable
- Turf Coverage - Par 4's and S's - Diamond Oaks Golf Course
  - 80% turf coverage shall be acceptable
  - Up to 20% weed infestation shall be acceptable (excludes Poa Annua)
  - Up to 5% bare area shall be acceptable
- Turf Coverage - Par 3's - Woodcreek Oaks Golf Course
  - 60% turf coverage shall be acceptable
  - Up to 10% weed infestation shall be acceptable (excludes Poa Annua)
  - Up to 35% bare area shall be considered acceptable
- Turf Coverage - Par 3's - Diamond Oaks Golf Course
  - 60% turf coverage shall be acceptable
  - Up to 20% weed infestation shall be acceptable (excludes Poa Annua)
  - Up to 35% bare area shall be considered acceptable
- All bare areas must be covered in a sand and seed mixture
- Divots on Par 3's shall be filled with sand and seed daily
- Divots on Par 4's and S's shall be filled weekly
- Tee Markers shall be moved daily
- Warm season turf shall be over seeded annually to ensure quality surfaces
- Remove grass clippings and debris if it may impact plant health or playability
- Edging of yardage markers and/or plaques shall occur monthly or as needed to ensure crisp edges
- Tee amenities shall always be clean, in good repair, and presentable
- Aerate a minimum of twice annually to relieve compaction and increase the exchange of air and water within the soil profile
- Inspect thatch layer regularly and remove as needed for plant health
- Test soil annually. Submit copies of reports to City upon completion.
- Additional soil testing will occur if deemed necessary
- Irrigate for consistent soil moisture to achieve plant health, playability, and usability
  - No wet areas
  - No dry areas
  - Firm enough for foot and mower traffic
  - Apply wetting agents to assist in uniform soil moisture
  - Hand water as needed
- Inspect daily for insects, disease, and stress, and respond to outbreaks within 24 hours

Fairways: *Fairway turf shall be even, green, tightly mowed with visible quality patterns, and be cleanly edged. Minor weed patches and* stress *may be present. The fairway shall be safe, clean, firm enough for all traffic, free of standing water and stress, presentable, and playable. All amenities shall be clean and in "like new" condition. Fairways will be managed to promote a bermudagrass playing surface. Poa annua pre-emergent applications will be made in the fall.*

Fairway Maintenance

- Turf shall be maintained at a maximum height of .875" (.625-1" for Bermuda turf in the fall)
- Mowing will occur a minimum of 3 times per week during the growing season and as need to maintain a uniform playing surface during the off season (November - March)
- 90% turf coverage shall be acceptable
    - Up to 10% weed infestation shall be acceptable (excludes Poa Annua)
    - Up to 5% bare area shall be acceptable
- Remove grass clippings if organic biomass may impact plant health or playability
- Remove debris as discovered
- Edging of yardage markers, sprinkler heads, drainage boxes, and/or plaques shall occur monthly or as needed to ensure crisp edges
- Core Aerate a minimum of once annually to relieve compaction and increase the exchange of air and water within the soil profile
- Additional aerification may be required in high use areas to maintain turf health and shall occur as needed
- Inspect thatch layer regularly and remove as needed for plant health and playability
- Test soil annually Submit copies of reports to City upon completion.
- Additional soil testing will occur if deemed necessary
- Irrigate for consistent soil moisture to achieve plant health, playability, and usability
    - Wet areas should be limited to less than 10% of the total area
    - Dry areas should be limited to less than 10% of the total area
    - Total wet/dry areas combined shall not exceed 15% of the total fairway area
    - Firm enough for foot and mower traffic
    - Apply wetting agents, as needed, to assist in uniform soil moisture
- Inspect daily for insects, disease, and stress, and respond to outbreaks within 48 hours or before damage occurs
- Divots shall be filled with seed and sand mix weekly or more frequently as needed during peak season 200 yard in to the green

Rough Maintenance

- Turf shall be maintained at a maximum height of 2.25"
- Mowing shall occur a minimum of once weekly
- 80% turf coverage shall be acceptable
    - Up to 20% weed infestation shall be acceptable (excludes Poa Annua)
    - Up to 5% bare area shall be acceptable
- Remove grass clippings if organic biomass may impact plant health or playability
- Remove debris as discovered
- Edging of yardage markers, sprinkler heads, drainage boxes, and/or plaques shall occur monthly or as needed to ensure crisp edges
- Core Aerate a minimum of once annually to relieve compaction and increase the exchange of air and water within the soil profile
- Additional aerification may be required in high use areas to maintain turf health and shall occur as needed
- Inspect thatch layer regularly and remove as needed
- Test soil and water annually. Submit copies of reports to City upon completion.
- Additional testing will occur if deemed necessary
- Irrigate for consistent soil moisture to achieve plant health, playability, and usability
    - Wet areas should be limited to less than 10% of the total area

- Dry areas should be limited to less than 10% of the total area
- Total wet/dry areas combined shall not exceed 15% of the total rough area
- Firm enough for foot and mower traffic

- Inspect routinely for insects and disease and respond to outbreaks that pose a serious threat to the overall condition of the golf course

Bunkers & Surrounds: *All bunkers shall be presentable and playable, free of debris and standing water, and cleanly edged. Rakes shall be appropriately placed and be in "like new" condition. Bunker surrounds (3' radius around bunker edges) shall be even, lush green, tightly mowed and cleanly edged around bunker faces. The entire complex shall be safe, clean, and firm enough for all traffic*

Bunker Maintenance

- 90% turf coverage shall be acceptable for bunker surrounds
  - Up to 10% weed infestation shall be acceptable
  - Up to 5% bare area shall be acceptable
- Bunkers shall be raked a minimum of 5 times per week
- Bunkers shall be raked on Saturday and Sunday
- Remove dirt and organic debris as it is discovered
- Ensure a minimum sand depth of 2" along on faces, slopes, and edges and a minimum of 4" throughout the rest of the bunker surface
- Edging of bunkers shall occur monthly or as needed in order to ensure crisp edges
- Wear areas around the perimeter of bunkers shall be repaired within 30 days of discovery
- Bunker rakes shall be clean, in good repair, and presentable
- Bunker rakes shall be placed a maximum of 45' apart with a minimum of 2 rakes for every bunker. The Golf Superintendent and Golf Professional may jointly increase the maximum distance for specific bunkers if deemed appropriate by both parties.
- Removal of standing water inside green side bunkers shall be initiated immediately upon discovery
- Removal of standing water inside all other bunkers shall be initiated within 24 hours of discovery
- Storm damage repair shall occur within 5 days of the completion of the storm event
- Quarterly bunker audits shall occur to ensure proper drainage and depth of sand.

Landscape Maintenance (Golf Course plantings, Clubhouse, Parking Lots, Streetscapes}

- Lawns shall be maintained at a maximum height of 2.25"
- Mowing shall occur a minimum of once weekly
- 95% turf coverage shall be acceptable
  - Up to 5% weed infestation shall be acceptable (excludes Poa Annua)
  - Up to 2% bare area shall be acceptable
- Edging shall occur monthly or as needed to ensure crisp edges
- Prune / Trim shrubs, groundcover, and ornamental grasses as dictated by species
- Shrubs along fences and walls shall be maintained 1' below the top of the wall or fence
- Remove organic biomass upon discovery
- Remove debris upon discovery
- Apply fertilizer to plant species only if plant health dictates
- All landscape areas shall be 98% weed free
- Aerate as needed
- Remove hazardous debris from pathways immediately upon discovery
- Remove sand, dirt, and organic debris from paths within 24 hours of discovery
- Repair/ replace fading, indistinct, or broken instructional/directional signage within 7 days.
- Inspect regularly for insects and diseases. Respond to outbreaks within 48 hours
- All surfaces shall be maintained with the appropriate cover material. ie: bark, rock, etc.
- Dead plants shall be removed immediately upon discovery
- Removed plants shall be replaced with 30 days of removal
- Landscape bark shall be maintained to a minimum of 2" deep

- Landscape bark shall be replenished as needed to maintain minimum depth

Tree Maintenance

- All golf course tree work shall meet all City of Roseville Tree Pruning and Tree Maintenance Standards
- All tree work including tree removals shall be coordinated and approved by the City of Roseville Urban Forester.
- A minimum 8' overhead clearance shall be maintained over all cart paths, walkways, and bridges and parking lots; when clearance pruning is performed the tree needs to be pruned on the other side to assure the tree is balanced.
- Invasive roots that impact playability or threaten infrastructure shall be removed annually; root removal or root pruning must be approved by the City's Urban Forester.
- Tree Planting must be coordinated and approved by City of Roseville Urban Forester and performed according to Parks & Recreation Construction standards and must meet the City of Roseville Tree Planting list. The Urban Forester must approve the tree species and planting locations prior to planting.
- Newly planted trees must be maintained and watered biweekly for at least three years to assure establishment. A drip system for watering the trees is highly recommended.
- All scheduled or routine tree work must be coordinated with the Golf Course Superintendent to determine access points, day and time of work.

Restroom Maintenance - On Golf Course

- Restrooms shall be cleaned and stocked daily
- Floors will be swept and moped daily
- Walls will be spot cleaned daily
- Ceilings will be dusted weekly
- Toilets will be scrubbed and disinfected daily
- Sinks will be scrubbed and disinfected daily
- Trash will be emptied daily
- Doors and stalls will be cleaned daily
- Human waste shall be removed, and the area disinfected, immediately upon discovery
- There is to be at least one full roll of toilet paper in each dispenser at the conclusion of the cleaning service
- Paper towel machines shall have at least ½ roll remaining at the conclusion of the service
- Graffiti is to be removed immediately upon discovery and documented

Storm Cleanup

- Inspect drain covers before all forecasted rain events and immediately after rain events
- Remove debris and organic materials from drain covers upon discovery
- Maintain water inlet height at 100% of design standard
- Initiate all storm damage repairs within 2 days of the event
- Initiate repairs that restrict playability immediately

Irrigation System Maintenance and Management

- Fully inspect irrigation systems monthly
- Spot inspect irrigation system daily
- Initiate repairs to non-functioning systems upon discovery
- Ensure all control boxes are clean, in good repair, and presentable
- Ensure all valve box covers are clean, in good repair, and presentable
- Edging of sprinkler heads, valve boxes, etc. shall occur monthly or as needed to ensure crisp edges
- Pump stations shall be visited daily to ensure proper operation
- Pump stations shall be kept clean and free of debris at all times
- Pump stations to be inspected, tested, and serviced by trained professional annually prior to spring season

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- Irrigation management shall conform to all City, State, and Federal guidelines for recreational water usage
- Every effort shall be made to ensure that the golf course is properly irrigated to maintain plant health and playability
- All broken or malfunctioning parts and components shall be replaced with like products
- Maintain the integrity of the entire irrigation system including the central control components and associated programs
- Maintain accurate and up to date records of system changes and operation

Litter Control

- Pick up litter and empty containers daily
- Organic litter shall be removed before impact to plant health or playability occurs
- At a minimum organic litter shall be removed bi-weekly for golf course aesthetics

Cart Path Maintenance

- Remove hazardous debris immediately upon discovery
- Remove sand, dirt, and organic debris from paths within 24 hours of discovery
- Repair/ replace fading, indistinct, or broken instructional/directional signage within 14 days of discovery
- Edging of paths shall occur monthly or as needed to ensure crisp edges
- Yardage markers shall be clean, in good repair, and presentable
- Access restriction shall be routinely used to prevent wear patterns and damage from occurring along the edges of the paths

Site Amenity Maintenance

- Inspect tee markers, trash containers, ball washers, and other site amenities daily
- Site amenities shall always be clean, in good repair, and presentable
- Initiate repairs within 24 hours of discovery

Fence and Gate Maintenance / Access Restriction

- Inspect fences, gates, and bollards at least once monthly
- Initiate safety-related repairs immediately, and initiate other repairs within 5 days of discovery
- Access restriction (stake, rope, etc) shall be utilized to properly control and/or limit traffic
- Access restriction shall be maintained on a continual basis
- Components of access restriction shall always be clean, in good repair, and presentable

Sign Maintenance

- Golf Course signage, yardage markers, safety flags, etc shall always be clean, in good repair, and presentable at all times
- Inspect and clean monument signage weekly
- Initiate repairs/ replacement of damaged or worn signs and markers within 5 days of discovery

Vandalism

- Initiate repairs immediately upon discovery for major incidents (safety or playabilty)
- Initiate repairs within 2 days for minor incidents
- Report, document, and photograph damage as necessary

Driving Range Maintenance

- Driving range tee shall be maintained at a maximum height of .675"
- Driving range tee and target green mowing shall occur a minimum of 2 times per week during the growing season and as need to maintain a uniform surface in the off season (November - March)
- Driving range turf mowing shall occur weekly
- Turf Coverage - Driving Range Tee
    - 75% turf coverage shall be acceptable
    - Up to 20% weed infestation shall be acceptable (excludes Poa Annua)
    - Up to 20% bare area shall be considered acceptable
- Turf Coverage - Driving Range Turf
    - 80% turf coverage shall be acceptable
    - Up to 20% weed infestation shall be acceptable (excludes Poa Annua)
    - Up to 5% bare area shall be acceptable
- All range tee bare areas shall be covered in a sand and seed mixture
- All divots shall be filled with sand and seed daily
- Location indicators shall be moved daily
- Teeing surface shall be over seeded annually
- Teeing surfaces shall be free of debris
- Remove grass clippings and debris if it may impact plant health or usability
- Edging of yardage markers and/or plaques shall occur monthly or as needed to ensure crisp edges
- Amenities shall always be clean, in good repair, and presentable
- Aerate the teeing surface a minimum of twice annually to relieve compaction and increase the exchange of air and water within the soil profile
- Aerate all other range turf annually to relieve compaction and increase the exchange of air and water within the soil profile
- Inspect thatch layer regularly and remove as needed for plant health
- Inspect tee area and target greens daily for insects, disease, and stress, and respond to outbreaks within 24 hours
- Specific day selection for the "pick' shall be determined by the Golf Course Superintendent and the Golf Professional on a semi-annual basis

Bridge Maintenance

- Inspect all bridges weekly
- Initiate safety-related repairs immediately, and initiate other repairs within 5 days of discovery
- Re-apply protective coating as dictated to protect construction materials used
- Remove hazardous debris immediately upon discovery
- Remove sand, dirt, and organic debris from paths within 24 hours of discovery

Facility Maintenance

- Office areas shall always be clean, orderly, and presentable to the public
- Break rooms and restrooms shall always be clean, orderly, and presentable to the public
- Non functional equipment shall be placed in a designated location
- All materials shall be properly labeled and stored
- All fuel tanks shall be inspected and permitted to comply with all local, State, and Federal laws, regulations, and guidelines
- Inspect all drains monthly. Remove debris to ensure proper drainage and flow as needed
- All doors shall be properly marked for hazardous materials
- All fire extinguishers shall be in place and properly charged at all times
- All debris and garbage shall be in proper disposal containers and routinely removed
- All tools, equipment, and supplies shall be neatly stored in their designated areas

- Employee safety and labor law materials shall be posted and easily accessible to all staff
- SDS sheets and safety stations shall be easily accessible to all staff and shall be appropriately identified
- Maintenance facility, wash bays and grounds shall be maintained to meet the City of Roseville's hazardous materials storage and Environmental Utility and storm drain standards.
- All doors and gates shall be secured at locked at the conclusion of every working day

Equipment Maintenance

- All carts and equipment shall be clean, in good working order, and presentable whenever on the golf course
- All non operational carts and equipment shall not be within plain view of guests
- All efforts shall be made to remove non operation equipment from the golf course immediately upon discovery

Golf Course Hazard Marking

- All hazards shall be staked with the appropriate color designation as outlined by the USGA
- All stakes shall be clean, in good repair and presentable at all times
- Broken, faded, or generally poor conditioned markers shall be repaired or replaced with 10 days of discovery

Wetland/Drainage Areas

- Maintenance of all wetland and drainage areas shall conform to all City, State, and Federal guidelines, regulations, and/or laws
- Unless otherwise restricted, vegetation in wetland and drainage areas shall lowered to a height of 6" or less annually
- Water flow shall be maintained per golf course design guidelines
- Inspect monthly for compliance
- Respond to all out of compliance items within 30 days of discovery or as legally required

Hardscapes (Parking Lots, Breeze Ways, Patios, etc)

- All patio areas shall be inspected and cleaned daily
- Pressure washing of non-parking lot areas shall be pressure washed seasonally
- Remove hazardous debris immediately upon discovery
- Remove sand, dirt, and organic debris from paths within 24 hours of discovery
- Inspect weekly for compliance

Lakes, Ponds, Creeks

- Aerifiers and fountains shall be kept operational at all times
- Lakes and ponds should be a minimum of 95% algae and aquatic weed free
- Inlets and overflows shall be free of debris at all times
- Repairs to non operational equipment shall be initiated within 48 hours of discovery
- Creeks shall be free of debris that poses a flood risk to private property or damage to private or public property
- Creeks shall be assessed monthly for debris and blockages
- All water edges shall be trimmed to blend to rough and surrounds.
- All discharges into waterways shall conform to all City, State, and Federal guidelines, regulations, and/or laws

Open Space/ Preserve Maintenance

- All tree work including tree removals shall be coordinated and approved by the City of Roseville Parks and Open Space Superintendent. (See section on Tree Maintenance)
- Litter shall be removed as discovered
- Open Space signage: vandalism or damage should be reported to Parks and Open Space Superintendent
- Install fire breaks annually per City of Roseville Fire Department guidelines. See Exhibit C4.

Fire break map.

- Post and maintain appropriate signage and access restriction for each individual area
- Any work in Open Space/Preserve areas must be coordinated and approved with the City of Roseville Parks & Open Space Superintendent to determine access points, methods and materials, day and time of work.
- Grazing is utilized by the City in some preserve areas. The Grazing Contractor shall work with City to coordinate grazing plan.

Nursery Areas

- Nursery turf shall be maintained at a maximum height of½" for Bentgrass and Bermuda and shall be maintained at a maximum of 1.5" for all other cool season turf varieties
- All bare areas must be covered in a sand/soil and seed mixture to ensure a uniform and presentable surface
- All areas of removal shall be prepared for new germination within 15 days of removal
- Remove grass clippings and debris if it may impact plant health
- Aerate annually to relieve compaction and increase the exchange of air and water within the soil profile
- Inspect thatch layer regularly and remove as needed for plant health
- Irrigate for consistent soil moisture to achieve plant health
  - No wet areas
  - No dry areas
  - Firm enough for foot and mower traffic
  - Apply wetting agents to assist in uniform soil moisture
  - Hand water as needed
- Inspect daily for insects, disease, and stress, and respond to outbreaks within 24 hours
- Every effort shall be made to ensure that the turf quality of the nursery area matches or exceeds that of the playable turf on the golf course

Fertility

- Fertility programs shall be utilized to meet the requirements of individual plants and promote health and aesthetics
- Annual fertility programs shall be developed based on soil, plant species, available water, environment, intended area use, and long term health of the plant

Rodent / Pest Control

- Rodent / Pest control programs shall be utilized to control damage to the golf course and to increase the playability of the golf course
- Annual rodent/pest control programs shall be developed based on species to be controlled, current damage being caused, potential damage to be caused, golf course conditioning, and golf course playability

THE ITEMS BELOW ARE MAINTAINED BY ANOTHER CONTRACTOR AND NOT THE RESPONSIBILTY OF THE GOLF MAINTENANCE CONTRACOR.

Breezeway Restroom Maintenance

- Restrooms shall be cleaned and stocked daily
- Floors will be swept and moped daily
- Walls will be spot cleaned daily
- Mirrors shall be cleaned daily
- Ceilings will be dusted weekly
- Toilets will be scrubbed and disinfected daily
- Sinks will be scrubbed and disinfected daily
- Trash will be emptied daily
- Doors and stalls will be cleaned daily
- Deodorizers shall be refilled as needed
- Bulletin Boards shall be updated daily
- Human waste shall be removed, and the area disinfected, immediately upon discovery
- There is to be at least one full roll of toilet paper in each dispenser at the conclusion of the cleaning service
- Paper towel machines shall have at least ½ roll remaining at the conclusion of the service
- Graffiti is to be removed immediately upon discovery and documented
- Cleaning logs shall be completed daily with the time of service and completed by whom

Driving Range Maintenance

- Driving range mats shall be utilized to ensure turf quality and minimum standards
- Driving range mats shal,I be clean, in good repair, and presentable
- Driving range mats in disrepair shall be repaired/removed/replaced within 48 hours of discovery
- Driving range light foot-candle levels will be maintained to preserve original design
- Repairs/bulb replacement will be initiated within 24 hours of discovery
- Repairs to ballasts, screens, netting, and other infrastructure shall be initiated within 48 hours of discovery
- Golf balls shall be removed from driving range tees and target greens daily
- The driving range shall be "picked" weekly. All golf balls shall be removed in order to prevent damage to mowing equipment, operators, and the general public

“EXHIBIT C”

Diamond Oaks Golf Course & Woodcreek Golf Club and Exhibit C – 2026

10-31-2025

10-31-2025

FINANCIAL PROPOSAL

OPTION C – Grounds Maintenance Services

Base Bid:

Diamond Oaks Golf Course	$902,856.67
Woodcreek Golf Club	$902,856.67
TOTAL	**$1,805,713.34**

Extra Work:

Equipment Operator – $30.20

Skilled Technician (irrigation, Chemical Application, Etc.) - $53.90

Supervision - $72.38

Sod preparation and installation (per square foot) $1.65 – $3.25 / Square foot (depending on variety)

Mark up for parts not included in the base bid:

N/A – No markup will be applied to parts.

“EXHIBIT E”

Exhibit E

8/5/2025

Equipment Asset Inventory and Replacement Schedule
Woodcreek Golf Course

Equipment Class	Description	Date Acquired	Model Year	Use	Proposed Replacement Year
1B-3/4 Ton Pickup	Ram 2500	6/1/2025	2025	Truck	
3B-Skiploaders	Ford 2120 Utility Tractor Load	6/2/2025	1993	Loader	
3N-Utility Tractor	Kubota 5640 Utility Trailer	3/24/2014	2014	Utility Tractor	
5E-Trailers, Utility	Misc Utility Trailer	8/1/2001	2001	Gooseneck Trailer	
7E-Fairway Mower	Toro 5610 Reelmaster	8/1/2015	2015	Fairway Mower	**2027**
7E-Fairway Mower	Toro 5610 Reelmaster	7/1/2014	2013	Fairway Mower	**2028**
7F-Greens Mower	Toro 3150 Greensmaster (1017738)	7/1/2014	2013	Greens Mower	**2026**
7F-Greens Mower	Toro 3500D Groundsmaster	7/24/2006	2006	Trim Mower	**2027**
7F-Greens Mower	Toro 4500D Groundsmaster(306098)	6/28/2006	2006	Rough Mower	**2026**
7F-Greens Mower	Toro 3150 Greensmaster (1017891)	7/1/2014	2013	Greens Mower	**2026**
8B-Aerifier	Toro 648 Pro Core Aerifier	9/10/2007	2007	Aerifier	**2028**
8C-Blower	Pro Force Debris Blower	5/9/2014	2014	Blower	
8D-Bunker Rake	Toro 5020 Sand Pro (337347)	11/10/2019	2019	Bunker Rake	**2025**
8H-Sprayers	Toro Multi Pro Sprayer	8/25/2014	2014	Sprayer	**2028**
8H-Sprayers	Norwesco 750 Gal Sprayer	8/4/2014	2014	Mix Tank	
8I-Spreader	Lely Spreader	2/26/2018	2018	Spreader	
8J-Top Dresser	Dakota 410 Turf Tender	6/21/2005	2005	Topdresser	
8K-Utility Truck Vehicle	Toro Workman Utility Cart (MDX)	6/1/2021	2021	Lightweight Utility Vehicle	
8K-Utility Truck Vehicle	Club Car 252 Turf Cart (Toro GTX)	6/1/2023	2023	Lightweight Utility Vehicle	
8K-Utility Truck Vehicle	Toro 3200 Workman Utility Cart	7/1/2014	2010	Heavy Duty Utility Vehicle	**2026**
8K-Utility Truck Vehicle	Club Car Utility Cart (Toro GTX)	6/1/2023	2023	Lightweight Utility Vehicle	
8K-Utility Truck Vehicle	Club Car Turf 2 (Toro MDX)	6/1/2021	2021	Lightweight Utility Vehicle	
8K-Utility Truck Vehicle	Club Car Turf 2	7/1/2014	2013	Lightweight Utility Vehicle	
8K-Utility Truck Vehicle	Toro Workman 3230 Utility Cart	1/1/2002	2001	Heavy Duty Utility Vehicle	
8K-Utility Truck Vehicle	Toro Workman 1100 Utility Cart (GTX)	6/1/2023	2023	Lightweight Utility Vehicle	
8Q-Miscellaneous other	Neary Bedknife Reel Grinder	2/26/2007	1998	Grinder	
8Q-Miscellaneous other	Golf Lift GL9 Equipment Lift	4/27/2007	2003	Hydraulic Lift	
8Q-Miscellaneous other	DMI Speed Roller	4/8/2010	2009	Greens Roller	**2027**
9G-Two-way Radio Equipment	Freedom Radio System	8/9/2002	2002	Irrigation Radios	
5 Year Equipment Additions					
8K-Utility Truck Vehicle	Clubcar Turf 2	7/1/2016	2016	Lightweight Utility Vehicle	
8K-Utility Truck Vehicle	Toro Workman 1100 Utility Cart		2022	Lightweight Utility Vehicle	
8K-Utility Truck Vehicle	Toro Workman 3230 Utility Cart		2023	Heavy Duty Utility Vehicle	
8B-Aerifier	Toro 648 Pro Core Aerifier			Aerifier	**2028**
8K-Utility Truck Vehicle	Toro Workman 1100 Utility Cart	6/1/2023	2023	Lightweight Utility Vehicle	
8Q-Miscellaneous other	QAS Bunker Pump	1/20/2020	2020	Bunker Pump Attachment	

Exhibit E

Updated 8/5/2025

Equipment Asset Inventory and Replacement Schedule
Diamond Oaks Golf Course

Equipment Class	Description	Date Acquired	Model Year	Use	Proposed Replacement Year
1B-3/4 Ton Pickup	Ford F250	6/1/2025	2025	Mechanic Truck	
7E-Fairway Mower	Toro 6500 Reelmaster	7/21/2006	2006	Fairway Mower	**2027**
4D-Trenchers, Wheel	Dingo 420 TX	12/24/2003	2004	Trencher	
5E-Trailers, Utility	Aros Utility Trailer	8/1/1982	1982	Trailer	
5K-Trailers, Misc.	Dingo Trailer	12/29/2003	2004	Trailer	
7E-Fairway Mower	Toro 5610 Reelmaster	6/1/2025	2025	Fairway Mower	
7E-Fairway Mower	Toro 6500 Reelmaster	11/12/2014	2013	Utility Mower/Verticut	
7F-Greens Mower	Toro 3150 Greensmaster(334440)	1/22/2020	2019	Greens Mower	**2026**
7F-Greens Mower	Toro 3100 Greensmaster	5/12/2016	2016	TCA Mower	
7F-Greens Mower	Toro 3500D Groundsmaster	2/28/2017	2017	Trim Mower	**2027**
7F-Greens Mower	Toro 3150Q Greensmaster	8/1/2019	2019	TCA Mower	**2028**
7F-Greens Mower	Toro 4500D Groundsmaster (325938)	9/29/2016	2016	Rough Mower	**2026**
7F-Greens Mower	Toro Groundsmaster Mower (1014657)	7/1/2014	2012	Trim Mower	**2027**
8C-Blower	Toro 800 Debris Blower	1/31/2018	2018	Blower	
8D-Bunker Rake	Toro Sandpro Bunker Rake	7/1/2002	2002	Bunker Rake	**2026**
8H-Sprayers	Norwesco 750 Gal Sprayer	8/4/2014	2014	Mix Tank	
8H-Sprayers	Toro 1250 Multi Pro Sprayer	2/23/2006	2006	Sprayer	**2027**
8H-Sprayers	Toro 1250 Multi Pro Sprayer	7/1/2014	2012	Sprayer	
8I-Spreader	Toro 420 Turf Tender	12/17/2007	2007	Topdresser	
8K-Utility Truck Vehicle	Toro E2050 Workman (GTX)	6/1/2023	2023	Lightweight Utility Vehicle	
8K-Utility Truck Vehicle	Cushman Utility Cart	6/2/2023	2023	Lightweight Utility Vehicle	
8K-Utility Truck Vehicle	Toro 3200 Workman Utility Cart	12/21/2007	2007	Heavy Duty Utility Vehicle	**2026**
8P-Miscellaneous attachments	Gill S72 Seeder	9/1/2003	1999	Seeder	
8P-Miscellaneous attachments	Toro Groomer Attachment	5/15/2009	2009	Groomers	
8Q-Miscellaneous other	TP10 Equipment Lift	9/1/2003	1999	Hydraulic Lift	
8Q-Miscellaneous other	Truturf Turf Roller (smithco)	6/1/2023	2023	Greens Roller	
8Q-Miscellaneous other	Toro Verticut Units	Jan-20	2020		
5 Year Equipment Additions					
8K-Utility Truck Vehicle	Toro Workman MDX	6/1/2021	2021	Lightweight Utility Vehicle	
8H-Sprayers	Toro 5800 Multi Pro Sprayer	8/25/2014	2014	Sprayer	
8K-Utility Truck Vehicle	Clubcar Turf 2	6/1/2023	2023	Lightweight Utility Vehicle	
8C-Blower	Pro Force Debris Blower	9/15/2016	2016	Blower	
8K-Utility Truck Vehicle	Toro Workman 3230 Utility Cart	6/1/2022	2022	Heavy Duty Utility Vehicle	
8K-Utility Truck Vehicle	Toro Workman 1100 Utility Cart	6/1/2023	2023	Lightweight Utility Vehicle	
8P-Miscellaneous attachments	Neary Reel Grinder	6/1/2024	2024	Grinder	
8P-Miscellaneous attachments	Neary Bedknife Grinder	6/2/2024	2024	Grinder	

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: Brightview Golf Maintenance, Inc. Agreement Amendment

Project Location(s): Woodcreek Oaks Golf Course, 5880 Woodcreek Oaks Boulevard, and Diamond Oaks Golf Course, 349 Diamond Oaks Road, Roseville, CA.

Project Description: Parks, Recreation and Libraries Department staff recommend that the City Council adopt a resolution authorizing the City Manager to execute an amendment with Brightview Golf Maintenance, Inc. to extend the term of an existing agreement for an additional five (5) years commencing on January 1, 2026, and ending on December 31, 2030. The City and Brightview Golf Maintenance, Inc. entered into an agreement on December 16, 2015 for golf services, including grounds maintenance, for the Woodcreek Golf Club and Diamond Oaks Golf Course. The agreement allows for up to three (3) additional five (5) year terms. This is the second of the three term renewals.

The agreement also allows for annual pricing adjustments of up to 5% in any one year based on uncontrollable circumstances including, but not limited to fuel prices increases, changes in workers compensation rates, and prevailing wage adjustments. The City and Brightview Golf Maintenance, Inc. have agreed to adjust pricing by 3.4% effective January 1, 2024, based on reported increases to the Employment Cost Index (ECI) and the Consumer Price Index (CPI).

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 Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

> "Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of public or private…facilities, mechanical equipment, or topographical features involving negligible or no expansion of use beyond that existing at the time of the Lead Agency's determination. ….Examples include but are not limited to: (h) Maintenance of existing landscaping…. "

The project involves a contract amendment for landscape maintenance and repairs to existing equipment. No environmentally sensitive resources are located within the project sites; therefore the Class 1 Exemption is applicable to the proposed project.

Lead Agency Contact Person: Robert Nakamura, Parks, Recreation and Libraries Department, 316 Vernon Street, Roseville, CA 95678. (916) 774-5135.

Signature: _____ Date: 12/16/2025

Jessica Lynch, Environmental Coordinator
City of Roseville

City Council Communication

Meeting Date: 1/21/2026
Item #: VII.15
File #: 0203-10
Item ID: 2025-987

Title:	Pump Services - Contract Purchase Agreement Amendment
Contact:	Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

SUMMARY

Staff recommends approval of an amendment to the contract purchase agreement with Commercial Pump & Mechanical Inc. for pump services, increasing the total not-to-exceed amount from $58,318.84 to $81,321.25 for the purpose of pump rebuilds. Funding for these services is through two capital improvement projects in the Equipment Replacement Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute Amendment 1 to Contract Purchase Agreement (3000330) with Commercial Pump & Mechanical Inc. for pump services.

BACKGROUND

The Park Maintenance Division operates and maintains several aquatics facilities that include both swimming pools and spray grounds. Pumps that circulate water through the pool and spray ground systems ensure the health, safety and functionality of these aquatics facilities for our customers. Through approved Capital Improvement Projects (CIP), the Parks Division facilitated the purchase of one new pump and the rebuild of two pumps. To rebuild pumps, they must be taken to a shop, taken apart and then inspected to determine the parts and repair work necessary to complete the rebuild. Staff received multiple quotes under the Council bid threshold for the pump rebuilds, understanding there may be additional costs after inspection. The quote increased after inspection, necessitating an increase in the contract amount to complete the project. The contract for this multi-year project has been amended once prior due to labor rate changes.

FISCAL IMPACT

This contract purchase agreement amendment increases the total not-to-exceed amount from $58,318.84 to $81,321.25, funded through two CIPs in the Equipment Replacement Fund: the Roseville Aquatics Complex - Competition Pool Pump and Motor Replacement Project and the Roseville Aquatics Complex Pools Equipment Replacement Project.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of the Contract Purchase Agreement Amendment 1 meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,
Brian Castelluccio, Parks Recreation and Libraries Manager

Jill Geller, Parks Recreation and Libraries Director

ATTACHMENTS:
1. Resolution 26-006
2. Contract Amendment -Commercial Pump & Mechanical

REVIEWERS:

Brian Castelluccio, Parks, Recreation, and Libraries Department - Park Maintenance	Created/Initiated - 12/17/2025
Brian Castelluccio, Parks, Recreation, and Libraries Department - Park Maintenance	Approved - 12/17/2025
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 12/18/2025
Kelly Aye, City Attorney Department	Approved - 12/23/2025
Katrina Six, City Clerk Department	Approved - 12/23/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/6/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/6/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/6/2026
Katrina Six, City Clerk Department	Final Approval - 1/6/2026

RESOLUTION NO. 26-006

APPROVING AMENDMENT 1 TO CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND COMMERCIAL PUMP & MECHANICAL INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Amendment 1 to Contract Purchase Agreement (3003300) for pump services, by and between the City of Roseville and Commercial Pump & Mechanical Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3003300

Supplier Details:

Company	Commercial Pump & Mechanical Inc
Contact	Grant Stanley
Address	11254 Midway
	Chico, CA 95928

Submit your response to:

Company	City of Roseville
Contact	Erica Kaminski
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1108
Fax	(916) 746-1115
E-mail	enkaminski@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 3003300

Agreement	**3003300**
Agreement Date	**15-SEP-2023**
Change Order	**4**
Change Order Date	**29-SEP-2025**
Revision	**3**
Agreement Amount	**81,321.25 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**Commercial Pump & Mechanical Inc** 11254 Midway Chico, CA 95928
Phone:	(916) 774-5488	**Phone:**	(530) 899-1583
Fax:	(916) 784-3796	**Fax:**	(530) 899-7225
Email:	accountspayable@roseville.ca.us	**Email:**	gstanley@cpmpump.com

Description of Labor, equipment and/or materials

AMENDMENT 1

CONTRACT PURCHASE AGREEMENT 3003300 ("AGREEMENT"), WHICH WAS EXECUTED ON 10/10/23, IS HEREBY MODIFIED AS FOLLOWS:

THE TOTAL COST OF SERVICE PAYABLE UNDER THIS AGREEMENT IS MODIFIED FROM $58,318.84 TO $81,321.25. THE PURPOSE OF THIS MODIFICATION IS TO INCLUDE THE COST OF AN ADDITIONAL PUMP REBUILD TO KEEP THE POOL OPERATIONAL.

PLEASE CONTACT STEVEN RHODEN IN THE PARKS, RECREATION, AND LIBRARIES DEPARTMENT AT (916) 746-1130 OR SRHODEN@ROSEVILLE.CA.US FOR ANY QUESTIONS REGARDING THIS AGREEMENT.

*ALL OTHER PROVISIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15768	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		Erica Kaminski Phone **1-916-746-1108**

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

Supplier

Signature: _____

Print Name: STEVEN L. GREENWOOD

Title: PRESIDENT

Date: 12/9/2025

Supplier

Signature: _____

Print Name: _____

Title: _____

Date: _____

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

CALIFORNIA DEPARTMENT OF INSURANCE

- Company Profile
  - Company Search
  - Company Search Results
  - Company Information
  - Old Company Names
  - Agent for Service
  - Reference Information
  - NAIC Group List
  - Lines of Business
  - Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
  - Annual Statements
  - Quarterly Statements
- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
  - Composite Complaints Studies
- Additional Info
  - Find A Company Representative In Your Area
  - View Financial Disclaimer

COMPANY PROFILE

Company Information

OLD REPUBLIC SURETY COMPANY

P.O. BOX 1635
MILWAUKEE, WI 53201

Old Company Names **Effective Date**

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	40444
California Company ID #:	3254-0
Date Authorized in California:	12/14/1990
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	WISCONSIN

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NAIC Group List

NAIC Group #: 0150 OLD REPUBLIC GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the **glossary.**

LIABILITY

MISCELLANEOUS

SURETY

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City Council Communication

Meeting Date: 1/21/2026
Item #: VII.16
File #: 0214 & 0324 & 0201-01
Item ID: 2025-979

Title:	Assistance to Firefighters Grant Program - Grant Acceptance, Approval of New Non-Capital Multi-Year Project, and Budget Adjustment
Contact:	Jamie Pepin 916-774-5400 jpepin@roseville.ca.us

SUMMARY

Staff recommends the City Council accept the FY2024 Federal Emergency Management Agency Assistance to Firefighters Grant, approve the establishment of a new non-capital multi-year project and adopt an ordinance approving a budget adjustment in the amount of $131,520. The Fire Department was awarded a federal grant of $119,564 to provide specialty physicals for Fire Department staff. There is a requirement for matching funds of 10% ($11,956). Since the grant will only reimburse 90% ($119,564) of the project costs, the budget adjustment will decrease General Fund resources by $11,956 from the General Fund Contingency budget.

RECOMMENDATION

Staff recommends that the City Council

1. Accept the FY2024 Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant - EMW-2024-FG-00310 to provide specialty physicals for Fire Department staff; and
2. Approve the establishment of a new non-capital multi-year project for the FY2024 FEMA Assistance to Firefighters Grant - EMW-2024-FG-00310; and
3. Adopt an ordinance approving a budget adjustment in the amount of $131,520 ($11,956 General Fund Contingency and $119,564 in federal grant funding) to increase appropriations for the FY2024 FEMA Assistance to Firefighters Grant project and increase revenue by $119,564 for the grant funding.

BACKGROUND

On January 15th 2025, the Fire Department received permission from the City Council, with Resolution No. 25-001, to apply for an Assistance for Firefighters Grant which will be used to implement National Fire Protection Association (NFPA) 1582 compliant physicals and comprehensive cancer screenings for all Fire Department employees. The purpose of the grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. On September 23, 2025, the department received official notice that the application was approved for funding from the Fiscal Year 2024 grant.

FISCAL IMPACT

The Fire Department was awarded a federal grant of $119,564. There is a requirement for matching funds of 10% ($11,956). Since the grant will only reimburse 90% ($119,564) of the project costs, the recommended budget adjustment will decrease General Fund resources by $11,956 from the General Fund Contingency 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 acceptance of the FY2024 FEMA Assistance to Firefighters Grant, approval of a new non-capital multi-year project, 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

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

Respectfully Submitted,
Jamie Pepin, Fire Division Chief

Ryan Harrigan, Fire Chief

ATTACHMENTS:

1. Ordinance 7032
2. AFG24_AwardPackage-pdf

REVIEWERS:

Katrina Rostam, Fire Department	Created/Initiated - 12/17/2025
Deanna Schondelmayer, Fire Department	Approved - 12/18/2025
Ryan Harrigan, Fire Department	Approved - 12/18/2025
Kelly Aye, City Attorney Department	Approved - 1/5/2026
Katrina Six, City Clerk Department	Approved - 1/6/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/6/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/7/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/7/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/8/2026
Katrina Six, City Clerk Department	Final Approval - 1/8/2026

ORDINANCE NO. 7032

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 FY2024 Federal Emergency Management Agency Assistance to Firefighter Grant 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_____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

Updated 11/19/2025

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/Operations		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	5301	84001	700080	119,564	Establish project expense budget
1001	5301	84001	700080	11,956	Establish project expense budget 10% match
1001	5670	10001		(11,956)	Decrease Contingency Fund balance
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				119,564	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	4401	84001	700080	119,564	Establish project revenue budget
REVENUES/TRANSFERS IN TOTAL				119,564	

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 Council authorize the establishment of a new Non-Capital Multi-Year Project - 700080 - FY24 FEMA Assistance to Firefighters Grant - EMW-2024-FG-00310 (the "Project") from the Department of Homeland Security, and adopt an ordinance to approve a budget adjustment appropriating $131,520 to the project for NFPA 1582 compliant physicals and comprehensive cancer screenings to all Roseville Fire Department personnel. The Fire Department will receive 90% reimbursement in the amount of $119,564, for providing specialized staff physicals. Both the project revenue and matching expense will be budgeted in the Grants Fund (2270). The required 10% match ($11,956) will be funded through the General Fund Contingency.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/23/2025

Ryan Harrigan
CITY OF ROSEVILLE
311 VERNON ST
ROSEVILLE, CA 95678

EMW-2024-FG-00310

Dear Ryan Harrigan,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of $119,563.63 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $11,956.37 for a total approved budget of $131,520.00. Please see the FY 2024 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Stacey Street
Deputy Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2024 Assistance to Firefighters Grant
Recipient: CITY OF ROSEVILLE
UEI-EFT: W49TKZLUYCJ3
Award number: EMW-2024-FG-00310

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$131,520.00
Indirect charges	$0.00
Federal	$119,563.63
Non-federal	$11,956.37
Total	$131,520.00
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FG NOFO.

Approved request details:

Wellness and fitness programs

Periodic Physical Exam/Health Screening

DESCRIPTION

This AFG funding would cover one year of NFPA 1582 compliant physicals and comprehensive cancer screenings for all RFD personnel. RFD is requesting $131,520 to provide these services to all 137 fire department employees.

QUANTITY	UNIT PRICE	TOTAL
137	$960.00	$131,520.00

BUDGET CLASS

Other

Agreement Articles

Program: Fiscal Year 2024 Assistance to Firefighters Grant
Recipient: CITY OF ROSEVILLE
UEI-EFT: W49TKZLUYCJ3
Award number: EMW-2024-FG-00310

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Article 59	Non-Applicability of Specific Agreement Articles

Article 1	**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. 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. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8	**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS** (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
Article 10	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. 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. Part 100, Subpart D.)

Article 11	**Communication and Cooperation with the Department of Homeland Security and Immigration Officials** (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.
Article 12	**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.

Article 13	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 14	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 15	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing 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 award terms and conditions.
Article 16	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 17	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18	**Equal Treatment of Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 19	**Anti-Discrimination** Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
Article 20	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21	**Federal Debt Status** All recipients are required to be non-delinquent in their 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.
Article 22	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	**Fly America Act of 1974** Recipients must comply with Preference for U.S. 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-aircarriers-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.
Article 24	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which 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. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 27	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 28	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 29	**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254** (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of $50 million per year.”

Article 30	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 32	**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.
Article 33	**Presidential Executive Orders** Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
Article 34	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	**Reporting Subawards and Executive Compensation** For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure 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. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, 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. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	**SAFECOM** Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 40	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	**System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	**Termination of a Federal Award** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.
Article 43	**Terrorist Financing** Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44	**Trafficking Victims Protection Act of 2000(TVPA)** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	**Use of DHS Seal, Logo and Flags** Recipients 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.
Article 47	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.
Article 49	**Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
Article 51	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
Article 52	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 53	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54	**Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.
Article 55	**Award Performance Goals** FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Article 56 **Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled “Termination of a Federal Award.” The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;

ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;

iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;

iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;

v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or

vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.

vii. If the awardee falls out of compliance with the Agency’s statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).

b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.

Article 57 **Payment Information (Updated)**

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number

2. Total amount requested for drawdown

3. Purpose of drawdown and timeframe covered (must be within the award performance period)

4. Subrecipient Funding Details (if applicable).

• Is funding provided directly or indirectly to a subrecipient?

• If no, include statement "This grant funding is not being directed to a subrecipient."

• If yes, provide the following details:

• The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.

• Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.

• Whether the payment request includes an activity involving support to aliens?

• Whether the subrecipient has any diversity, equity, and inclusion practices.

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

Article 58 **Non-Applicability of Specific Agreement Articles**

Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award:

1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials.

2. Paragraph (2)(a)(iii) of Anti-Discrimination.

Article 59 **Non-Applicability of Specific Agreement Articles**

Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award:

Termination of a Federal Award

The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled “Termination of the Federal Award”, or “Termination of the Federal Award (Updated)” applies to this grant award.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2024-FG-00310	N/A	946000409	AWARD	WX02143N2025T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
CITY OF ROSEVILLE 311 VERNON ST ROSEVILLE, CA 95678	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Ryan Harrigan	916-2596831	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period
09/23/2025	OTHER - FEMA GO	COST SHARING	09/30/2025 to 09/29/2027 **Budget Period** 09/30/2025 to 09/29/2027

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2025-FF-GB01 - P410-xxxx-4101-D	$0.00	$119,563.63	$119,563.63	$11,956.37
		Totals	$0.00	$119,563.63	$119,563.63	$11,956.37

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) **Ryan Harrigan**	**DATE** **10/01/2025**
18. FEMA SIGNATORY OFFICIAL (Name and Title) **Stacey Street, Deputy Assistant Administrator Grant Programs Directorate**	**DATE** **09/23/2025**

City Council Communication

Meeting Date: 1/21/2026
Item #: VII.17
File #: 0214 & 0323 & 0201-01
Item ID: 2025-986

Title:	Sacramento Urban Area Security Initiative - Capital Improvement Project, Grant Award, Contract Purchase Agreement, and Budget Adjustment
Contact:	Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

SUMMARY

Staff recommends authorization of a new Capital Improvement Project, acceptance of the 2024 Urban Area Security Initiative Subward, approval of a budget adjustment to appropriate $86,500 of grant funding in the City's Grants Fund, and approval of a contract purchase agreement with Peregrine Technologies Inc. for the purchase of Peregrine platform software. The total amount of the 3-year contract purchase agreement with Peregrine Technologies Inc. is $259,635. The annual costs for the Peregrine platform software are: Fiscal Year (FY) 2025-26, $84,000; FY2026-27, $86,520; and FY2027-28, $89,115. Future year purchases will be contingent upon approval of the Police Department's budget each fiscal year.

RECOMMENDATION

Staff recommends that the City Council:

1) Authorize the establishment of a new Capital Improvement Project, FY2024 Urban Area Security Initiative; and
2) Adopt a resolution accepting the FY2024 Homeland Security - Urban Area Security Initiative Grant and authorizing the City Manager to execute the Subaward Agreement with the City of Sacramento and any and all documents necessary to accept the funding, on behalf of the City of Roseville; and
3) Adopt an ordinance to approve a budget adjustment appropriating $86,500 in the Grants Fund to the Project; and
4) Adopt a resolution to approve a Contract Purchase Agreement (3005163) with Peregrine Technologies Inc., for the deployment of the Peregrine platform software for use in the Roseville Police Department and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The Roseville Police Department is seeking a data integration tool called Peregrine to assist with consolidating, collating, and analyzing data from multiple sources, into a single location. In our current environment, data is stored in various systems, requiring multiple logins. These siloed data sources require multiple searches of the same information across a number of databases to retrieve officer safety information, situational awareness alerts, subject/location history, and other critical information. Peregrine will integrate data from multiple sources into a single, easily searchable platform.

Our regional law enforcement partners will also be transitioning to this solution, making the project vital for public safety information sharing between agencies as legacy programs are decommissioned. Peregrine will provide access to information from those regional resources that we otherwise have limited access to. The Roseville Police Department is exploring the possibility of using Peregrine to replace the outdated county-wide data sharing software. Through the Peregrine platform, data connections will help to uncover

critical information faster, identify patterns and connections that could otherwise go undetected, and provide actionable insights to enhance operational effectiveness across the department.

The Roseville Police Department submitted a request to Sacramento Urban Area Security Initiative (UASI) to obtain grant funding for the first-year purchase of the Peregrine platform. Sacramento UASI approved the request and the City of Sacramento has granted a Subaward Agreement in the amount of $86,500 to fund the purchase of the first year of service for the Peregrine platform.

FISCAL IMPACT

The recommended budget adjustment will establish and fund a new Capital Improvement Project, the FY2024 Urban Area Security Initiative, in the Grants Fund for a total amount of $86,500. The total amount of the 3-year contract purchase agreement with Peregrine Technologies Inc. is $259,635. The annual costs for the Peregrine platform software are: FY2025-26, $84,000; FY2026-27, $86,520; and FY2027-28, $89,115. Future year purchases will be contingent upon approval of the Police Department's budget each fiscal year.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief

ATTACHMENTS:

1. Resolution 26-014
2. UASI Subaward- City of Roseville C2025-4709 - Peregrine Technologies
3. Ordinance 7030
4. Resolution 26-015
5. Contract Purchase Agreement
6. Sole Source Form

REVIEWERS:

Mark Peinado, Police Department	Created/Initiated - 12/22/2025
Liz Luevano, Police Department	Approved - 12/22/2025
Troy Bergstrom, Police Department	Approved - 12/22/2025
Kelly Aye, City Attorney Department	Approved - 1/5/2026
Katrina Six, City Clerk Department	Approved - 1/6/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/6/2026

Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/8/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/8/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/8/2026
Katrina Six, City Clerk Department	Final Approval - 1/8/2026

RESOLUTION NO. 26-014

APPROVING A SUBAWARD GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CITY OF SACRAMENTO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Roseville Police Department is seeking a data integration tool called Peregrine to assist with consolidating, collating, and analyzing data from multiple sources, into a single location; and

WHEREAS, the Roseville Police Department submitted a request to Sacramento Urban Area Security Initiative (UASI) to obtain grant funding for the first-year purchase of the Peregrine platform; and

WHEREAS, Sacramento UASI approved the request and the City of Sacramento has granted a Subaward Agreement in the amount of $86,500 to fund the purchase of the first year of service for the Peregrine platform; and

WHEREAS, the City of Sacramento Subaward Agreement, by and between the City of Roseville and the City of Sacramento, has been reviewed by the City Council to receive grant funds from the FY2024 Homeland Security Grant Program – Urban Area Security Initiative; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City of Roseville accepts the FY2024 Homeland Security Grant Program – Urban Area Security Initiative grant award through the City of Sacramento, and the City Manager is hereby authorized to execute the aforementioned Subaward Agreement and any and all documents as may be necessary to accept the funding 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 _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

SACRAMENTO
Office of the City Clerk

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____

Assessor's Parcel Number(s): _____

Contract Effective Date: 10/01/2025 Contract Expiration Date (if applicable): 03/31/2027

$ Amount (Not to Exceed): $86,500 Adjusted $ Amount (+/-): _____

Other Party: City of Roseville

Project Title: Peregrine Technologies, Inc.

Project #: G11016924 Bid/RFQ/RFP #: _____

City Council Approval: NO if YES, Council File ID#: _____

Contract Processing Contacts

Department: Police Project Manager: Karina Palacios

Contract Coordinator: Anna Johnson Email: amjohnson@pd.cityofsacramento.org

Department Review and Routing

Accounting: alina warrick (Nov 13, 2025 18:03:10 PST)
(Signature) (Date)

Supervisor: _____
(Signature) (Date)

Division Manager: Brenda Delgadillo
(Signature) (Date)

Other: _____
(Signature) (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested **Other Party Signature Required**

GAU File #25-197

----------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE----------

2025-4709

CONTRACT #:
CONTRACT NAME: Peregrine Software 12 mo Subscription
CONTRACT PROJECT #: G11016924
DEPARTMENT: Police
DIVISION: Homeland Security

CITY OF SACRAMENTO
SUBAWARD AGREEMENT

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the **City of Sacramento**, a municipal corporation (the "City"), and City of Roseville, a municipal corporation (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The "Federal award" (as such term is defined in the Code of Federal Regulations("CFR"), 2 CFR §200.1, and used in this Agreement) is the:

Grant Program Name	FY 2024 Homeland Security Grant Program - Urban Area Security Initiative
FAIN #	EMW-2024-SS-00088
CFDA #	97.067
Federal Award Date	September 1, 2024

This is not a "Research & Development" award as defined in 2 CFR §200.1 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR §200.1 and 200.331.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.1 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.1 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Sacramento Urban Area in the amount of $ 2820672.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward Amount	$86,500

Period of Performance ("Term")	10/01/2025 through 3/31/2027
Subrecipient SAM Unique Entity Identifier	W49TKZLUYCJ3

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	**City of Sacramento**
Authorized Representative:	Karina Palacios - Administrative Analyst
Authorized Department:	Police
Address:	5770 Freeport Blvd., Suite 100
	Sacramento, CA 95822
Phone:	916-767-3775
E-Mail:	kpalacios@pd.cityofsacramento.org

Party:	City of Roseville
Authorized Representative:	Mark Peinado - Management Analyst
Authorized Department:	Police
Address:	1051 Junction Blvd.
	Roseville, CA 95678
Phone:	916-774-5021
E-mail:	Mcpeinado@roseville.ca.us

Formal notices, demands, and communications to be given hereunder by either Party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

A. That any liability arising out of the use of the Subaward, and any products or services purchased therefrom, shall be the responsibility of Subrecipient,

governing board or authorized body. City disclaims all liability as to the use of the Subaward, and any products of services purchased therefrom.

B. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.

C. That the official executing this Agreement is authorized to do so.

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II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference:

A. Department of Homeland Security FY 2024 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO");

B. FY 2024 DHS Standard Terms and Conditions ("DHS Standard Conditions") (**Exhibit A**);

C. FEMA Information Bulletins ("IB");

D. CalOES 2024 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"),

E. CalOES 2024 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances") (**Exhibit B**);

F. CalOES Grant Management Memos ("GMM"); and

G. The cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on http://lwww.whitehouse.gov/omb/.

Subrecipient hereby certifies that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward.

§2.2 City Administrative Requirements

A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.

B. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects ("Subrecipient Workbook") (**Exhibit C**). The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects.

Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form, which is located in the Subrecipient Workbook, all required supporting documentation and a revised Workbook showing such modification.

Workbook modification requests must be submitted prior to deadlines set by the City. Inaccurate or incomplete requests shall be returned to the Subrecipient for revision. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

C. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the Sacramento Urban Area region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward.

Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 and Section 2.3.P. of this Agreement.

D. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds:

1. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the Sacramento Urban Area, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and RescueMutual Aid Plan;
2. Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and
3. Shall have a Sacramento Urban Area identification decal affixed to it.

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

E. This Subaward is not a "fixed amount award" as such term is defined in 2CFR §200.45. Subrecipient agrees that disbursement of this Subaward toSubrecipient shall be made on a reimbursement method. If Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide

evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall provide to the City a completed Reimbursement Request Form, which is located in the Subrecipient Workbook, along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request").

All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation.

The City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision.

The City shall forward Reimbursement Requests to CalOES for payment within thirty (30) days of receipt, provided such request is deemed accurate and complete. The City shall reimburse Subrecipient within thirty (30) days of its receipt of funds from CalOES.

Final Reimbursement Requests for this Subaward must be received by the City no later than 30 **days** following the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline").

After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the Sacramento Urban Area region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

F. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.

§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this Subaward and set forth in Section 2.1. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards,or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.

B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.

C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.

D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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.

2. 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 inconnection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Subrecipient 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.

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

E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR§200.213 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this Agreement 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;

3. 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 2.3.E.2. above; and

4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to providea drug-free workplace and a drug-free awareness program as outlined insuch Act.

G. Subrecipient shall comply with all Federal statutes relating to non- discrimination,

including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.,* and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.;* 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments.

Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.

I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Actand statutory requirements for whistleblower protections.

J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.

K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.

L. Subrecipient shall comply with the provisions set forth in the *Property- Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to Federally Funded Construction Projects* section of the CalOES Assurances.

M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set

forth in the *Freedom of Information Act* section of the CalOES Assurances.

N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.

O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.

P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.

Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.

R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.

S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.

T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.

U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; *(1)Energy Policy and Conservation Act, (2) Hotel and Motel Fire Safety Act of1990, (3) Terrorist Financing E.O. 13224, (4) USA Patriot Act of 2001, (5) Fly America Act of 1974,*

and (6) Whistleblower Protections and *Whistleblower Protection Act.*

W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this Subaward:

1. Subaward funding is subject to restricted drawdown for the duration of the Term;

2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting overtime and backfill costs, cancelled checks or other proof of payment, and copies of related contracts (See §2.2.E).
   CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;

3. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR §200.205 and §200.338.

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a "Federal award" as such term is defined in 2 CFR §200.1 and that Subrecipient's use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the "Uniform Requirements"). Subrecipient agrees that it is considered a "non- Federal entity" and a "subrecipient" as such terms are defined in 2 CFR §§200.69and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a "subrecipient" and a "non-Federal entity" as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a "pass-through entity" as such term is defined in 2 CFR §200.1 and that each of them shall have the rights and remedies of a "pass-through entity" in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements.

Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.

B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as setforth in 2 CFR §200.113.

C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City's bi-annual monitoring. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.

D. Financial Management and Internal Controls

Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

Subrecipient shall complete and submit a Grants Management Assessment Form to the City **(Exhibit D)** to inform the City of potential risks of non-compliance with respect to the terms and conditions of this Subaward.

E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.

F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.

G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subawardfunds, Subrecipient shall comply with the regulations set forth in 2 CFR §200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.1).
3. Regulations involving Federally owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.1).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.1).

6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.1). Such requirements include, without limitation:

   a. A reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright;

   b. The rights of the Federal government to data produced under the Subaward;

   c. The applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward; and

d. Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401. Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to "non-Federal entities" as set forth in 2 CFR §200.318 through 200.326 (the "Procurement Regulations"). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed

in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non- Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non- Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to assure compliance with applicable Federal requirements and performance expectations.

Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in2 CFR §200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors' access to Subrecipient's records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2 CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be

limited to any required record retention period, but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as setforth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F ("Audit Requirements"). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an "auditee" (as defined in 2 CFR §200.1) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR§200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party.The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include thegenders not used.

§3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County of Sacramento and the City of Sacramento, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Sacramento County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the

subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except thatin no event shall any party recover more than once, suffer a penalty or forfeiture,or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law,for injury caused by

a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above- stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

A. Notwithstanding the provisions of §1.4(A) above, pursuant to Government Code Sections 895.4 and 895.6, the Parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.

C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all the Requirements and other provisions of thisAgreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338.

Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward.

Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed

under 2 CFR §200.342.

Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 CFR §200.339.

In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the Parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all the rights and duties of the Parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

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IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

CITY OF SACRAMENTO
A Municipal Corporation

By: Kathy Lester (Nov 21, 2025 08:47:08 PST)

Print name: Kathy Lester

Title: Chief of Police

For: City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Beau Parkhurst (Nov 17, 2025 09:50:09 PST)

City Attorney

Attachments

Exhibit A	DHS Standard Terms and Conditions
Exhibit B	CalOES Standard Assurances
Exhibit C	Subrecipient Workbook
Exhibit D	Grants Management Assessment Questionnaire
Exhibit E	Additional Federal Terms
Exhibit F	Grantee Noncompliance Procedures

SUBRECIPIENT:

City of Roseville

Subrecipient Name

W49TKZLUYCJ3

SAM Unique Entity Identification Number

Signature of Authorized Person

Dominick Casey City Manager

Print Name and Title

Additional Signature *(if required)*

Print Name and Title

Exhibit A

FY 2024 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.

V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

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

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. 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. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. 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. Part 100, Subpart D.)

VIII. 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.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplicative Costs

Recipients 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.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

XIII. 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.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their 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.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. 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.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which 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. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXVII. 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.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient 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 by reference.

XXXI. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

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

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) 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;

(2) 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

(3) 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. As such, 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.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

XXXVI. Universal Identifier and System of Award Management

Recipients are required 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, the full text of which is incorporated reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients 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.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Cal OES
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OF EMERGENCY SERVICES

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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:

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(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.

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(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;

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(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.

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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.

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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.

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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.

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

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: CITY OF ROSEVILLE

Signature of Authorized Agent:

Printed Name of Authorized Agent: Dominick Casey

Title: City Manager Date: 11/14/2025

Initials DC

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Program Standard Assurances Addendum

As the duly authorized representative of the Applicant/Subrecipient, I hereby certify that the Applicant/Subrecipient, and any of its second-tier subrecipients or representatives, will comply with all applicable local, state, and federal statutes, including but not limited to the following state and federal statutes prohibiting hate-based conduct:

(a) California Penal Code section 422.6(a);
(b) California Penal Code section 404.6;
(c) California Penal Code section 422(a);
(d) California Civil Code section 52.1;
(e) 18 U.S.C. § 249;
(f) 42 U.S.C. § 3631;
(g) 18 U.S.C. § 247; and
(h) 18 U.S.C. § 241, 245.

Additionally, Applicant/Subrecipient will not engage, and certifies that it will take steps to ensure that its second-tier subrecipients and representatives do not engage, in conduct contrary to the purposes of the grant program and/or that threatens the safety and security of Californians, including, but not limited to, acts of violence or unlawful intimidation on the basis of race, gender, religion, national origin, sexual orientation, or other protected classifications. Prohibited conduct includes, but is not limited to, violation of the federal and state laws identified herein.

The undersigned represents that he/she is authorized to enter into this Addendum for and on behalf of the Applicant/Subrecipient. Applicant/Subrecipient understands that failure to comply with this Addendum or any of the assurances may result in suspension, termination, reduction, or de-obligation of funding. Applicant/Subrecipient agrees to repay funds in the event there is a violation of grant assurances.

Applicant/Subrecipient: CITY OF ROSEVILLE

Signature of Authorized Agent:

Printed Name of Authorized Agent: Dominick Casey

Title: City Manager Date: 11/14/2025

Initials DC

EQUIPMENT

NOTE: Unauthorized alterations will delay the approval of this request.

Exhibit C

City of Sacramento
Homeland Security Grant Program - Urban Area Security Initiative
FY 2024 Subrecipient Workbook
for
City of Roseville

Budget Type	Initial Application
Date	10/1/2025
Request #	1

Project No.	Equipment Description (Include Quantity)	AEL#	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable/ Shareable	Invoice Number	Vendor	ID Tag Number	Condition & Disposition	Deployed Location	Acquisition Date	Noncompetitive Procurement over $250k	Hold Trigger	Approval Date	Budgeted Cost	Previously Approved Amount	Amount This Request	Reimbursement Request #	Total Approved	Remaining Balance
																	$85,000	$0			$0	$85,000
28	Peregrine Software Project - Roseville PD This project funds a one-year deployment of Peregrine software to enhance centralized data analysis, intelligence processing, and regional collaboration. The platform integrates disparate data sources, enabling real-time correlation, linking, streamlined investigations, and improved crime autonomy. It supports real-time crime center workflows, interagency data sharing, and compliance with privacy and security regulations. Including software deployment and integrating the system within law enforcement agencies for centralized data analysis and intelligence processing, and establishing data interfaces	06CC-04-SATV	Satellite Data Services	UASI	FF	06 - Interoperable Communications Equipment	Shareable	IBD	Peregrine	IBD	New In Use	IBD	IBD	No	No Hold Intended	IBD	$86,500	$0	$0	1	$0	$86,500
																					$0	$0

AUTHORIZED AGENT

NOTE: Unauthorized alterations will delay the approval of this request.

ALN:	HSGP 97.067

City of Roseville

Supporting Information for Application, Modification, or Request for Federal Funds

This request is for a/an: **Initial Application**

October 1, 2025 (Beginning Performance Period Date) through **March 31, 2027** (Ending Performance Period Date)

N/A (Request #)

$86,500 (Amount This Request)

Under Penalty of Perjury, I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances.

Statement of Certification - Authorized Agent

By signing this report, I certify, to the best of my knowledge and belief, that the report is true, complete, and accurate, and that 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, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)

Dominick Casey
Printed Name of Authorized Agent

City Manager
Title of Authorized Agent

Signature of Authorized Agent

11/14/2025
Date

Exhibit D

City of Sacramento

GRANT MANAGEMENT ASSESSMENT QUESTIONNAIRE

ENTITY INFORMATION			
Entity Name	City of Roseville	Sam.gov UEI #	W49TKZLUYCJ3
Entity Type	Government	*Other:*	
CFDA / FAL # & Title	97.067 FY2024 Homeland Security Grant Program		
Grant Program	Homeland Security Grant Program		
City Grant ID #	G11016924	City Contract #	TBD
Project Title / Descr	Peregrine Software - 12 month subscription		
Performance Period	10/01/2025 through 03/31/2027		
Subaward Total	$86,500		

As required by 2 CFR §200.331, the City of Sacramento is required to evaluate a subrecipient's risk of non-compliance with federal statutes, regulations, and grant terms and conditions. This assessment is made so that the City can determine and provide an appropriate level of technical assistance, training, and grant monitoring in relation to this subaward.

The following questions are related to the subrecipient's experience with managing federal grant resources. This questionnaire must be completed and returned after execution of the underlying subaward agreement.

SINGLE AUDITS			
1.	Within the last 5 years, has the entity undergone a Single Audit under OMB A-133 or Subpart F of 2 CFR 200?		Yes
2.	Fiscal Year of Most Recent Single Audit Report	Fiscal Year Ending:	6/30/2024
3.	Name of Audit Agency/Firm		LSL CPA's
4.	What was the auditor's opinion?		Unmodified
5.	How many findings were there?		2
6.	What was the total of questioned costs?		$0
OTHER AUDITS			
7.	Within the last 5 years, has the entity undergone any other types of audits?		Yes
8.	If "Yes," please select the type of audit:		
	a. Financial Statement Audit		Yes
	b. Defense Contract Agency Audit (DCAA)		No
	c. Other:		No
9.	Name of Audit Agency/Firm:	LSL CPA's	

ACCOUNTING		
10.	What type of accounting system does the entity use?	Combo: Auto & Manual
11.	Does the accounting system have the capability to identify the receipt and expenditure of grant awards separately for each grant award?	Yes
12.	Does the accounting system have the capability to record expenditures for each grant award by the budget cost categories shown in the approved budget?	Yes
13.	Does the accounting system have the capability to record cost sharing ("match") separately for each grant award, and maintain documentation to support recorded match or cost share?	Yes
14.	Does the accounting system have the capability to accurately track employees' actual time spent performing work for each grant award, and to accurately allocate charges for employee compensation for each grant award, and maintain records to support the actual time spent and specific allocation of charges associated with each employee?	Yes
POLICIES & PROCEDURES		
15.	Does the entity have written property policies, procedures, and/or guidance that comply with 2 CFR §200.310-200.316?	Yes
16.	Does the entity have written procurement policies, procedures, and/or guidance that comply with 2 CFR §§200.317-200.327?	Yes
17.	Does the entity's written procurement policies, procedures, and/or guidance prevent entering into procurement contracts with entities and individuals suspended or debarred from procurement contracts under federal awards?	Yes
18.	What kind of travel policy does the entity use?	Entity's Policy
19.	Does the entity have written subrecipient policies, procedures and/or guidance that comply with 2 CFR §200.331?	Yes
HIGH RISK STATUS		
20.	Has a federal grant-making agency designated the entity as "High Risk?" (High risk includes any status under which a federal awarding agency provides additional oversight due to the entity's past performance or other programmatic or financial concerns with the entity.) If "Yes", provide an attachment that contains the following for each federal awarding agency that has designated the entity as high risk: • Name of the federal awarding agency • Date the agency notified the entity of the "high risk" designation • Contact information for the "high risk" point of contact (name, phone, and email) • Reason for "high risk" status, as set out by the federal awarding agency	No
PRIOR GRANT EXPERIENCE		
21.	In the last 5 years, has the entity received any grants from the following:	
	a. City of Sacramento If "Yes," please provide a list of past grant awards issued by the City of Sacramento detailing: • Name of the awarding city department • Grant Program Title/Description • Award/Contract Number • Award Year • Award Total	Yes
	b. Other Government	Yes

c.	Non-Profit/Philanthropic Organizations	Yes
d.	None of the Above	No

ENTITY CERTIFICATION *(Must be made by the chief executive, executive director, chief financial officer, or other official with the requisite knowledge and authority.)*

On behalf of the applicant entity, I certify to the City of Sacramento that the information provided above is complete and accurate to the best of my knowledge. I am duly authorized and to make this certification on behalf of the entity.

Signature	Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2025.09.11 09:54:24 -07'00'	Date	
Title	Assistant City Manager/Chief Financial Officer		

Yes

EXHIBIT E

ADDITIONAL FEDERAL TERMS

1. **Compliance with Nondiscrimination and Equal Employment Laws.** It is the City's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal and state anti-discrimination laws and regulations.

   A. During the performance of this Contract, Contractor agrees to comply with all Federal nondiscrimination laws and equal opportunity laws and regulations, as may be amended from time to time and not to participate directly or indirectly in the discrimination prohibited by any Federal law or regulation, including but not limited to:

   (1) Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. §§ 2000d et seq.) Treasury's implementing regulations at 31 C.F.R.Part 22, and any applicable implementing federal directives that may be issued;

   (2) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq);

   (3) The Older Americans Act, as amended (42 U.S.C. 6101), Section 324 of title 23 U.S.C., prohibiting discrimination based on gender, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23;

   (4) The Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to those found within the Code of Federal Regulations, title 49, parts 27, 37, and 38; and

   (5) Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.), prohibiting discrimination on the basis of age.

   (6) The Rehabilitation Act of 1963, as amended, (29 U.S.C. § 794), that provides that otherwise qualified handicapped individuals shall not be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal funds.

(7) In the event Contractor fails to comply with any nondiscrimination provisions, the City and the applicable federal agency will have the right to impose such contract sanctions as they determine are appropriate, including but not limited to withholding payments to Contractor until Contractor complies, and/or cancelling, terminating, or suspending this contract, in whole or in part.

(8) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the City or the applicable federal agency;

(9) Contractor shall insert this clause, including paragraphs (a) through (e), in every subcontract and in every solicitation for a subcontract for services to be performed under the City Contract.

2. **Clean Air Act.** Contractor agrees to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

   Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

   Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

3. **Federal Water Pollution Control Act.** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, FEMA, and the appropriate Environmental Protection Agency Regional Office.

   Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA."

4. **Debarment and Suspension** (Executive Orders 12549 and 12689). Contractor hereby confirms that it is not listed on the governmentwide exclusions in the System for Award

Management {SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5. Byrd Anti-Lobbying Amendment {31 U.S.C. 1352).

A. Contractors who apply or bid for an award of $100,000 or more, and any subcontractors, must provide the certification below. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures must be forwarded from tier to tier up to the City, who in turn will forward the certification(s) to the awarding agency.

B. By signing this Agreement, Contractor certifies, to the best of his or her knowledge or belief, that

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or 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 State or Federal contract, grant, loan, or cooperative agreement.

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

(3) None of the funds paid under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in
direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

(4) This certification is a material representation of fact upon which reliance was placed when this Agreement was executed. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than
$100,000 for each such failure.

(5) Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

(6) Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

6. Procurement of Recovered Materials.

A. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.

B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act: (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price.

7. **Contract Work Hours and Safety Standards.** In the event that Contractor or any subcontractor is contracting for work requiring or involving the employment of laborers or mechanics, the following terms shall apply:

A. Overtime requirements. No contractor or subcontractor shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(l) of 29 C.F.R. § 5.5, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(l) of 40 U.S.C. section 3702, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or any subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b){2) of 29 C.R.R. § S.S.

D. Subcontracts. The Contractor or any subcontractor shall insert in any subcontracts the clauses set forth in paragraph 28(A) through (C) of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth herein.

8. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered

telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

B. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

(1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28.

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(l) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity {CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to

prevent future use or submission of covered telecommunications equipment or services.

E. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

9. **Domestic Preferences for Procurements.** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extend practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in the whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass; including optical fiber; and lumber.

10. **Access to Records and Work Sites.** The Contractor agrees to provide the City, the State of California, the FEMA Administrator, the Department of Homeland Security, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

    The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the above-referenced entities or their authorized representatives access to work sites pertaining to the work being completed under the contract.

11. **Records Retention.**

    A. During the performance of this Contract and for a period of five years after the final payment is made, Contractor shall maintain all records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses.

    B. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

    C. Records to be retained include, but are not limited to:

        (1) General ledger and subsidiary ledgers used to account for the receipt of funds from

the City and the disbursements of such funds for eligible expenses related to the provision of Services;

(2) Budget records for 2019 and 2020; payroll, time records, and human resource records to support costs incurred for payroll expenses related to the provision of Services;

(3) Receipts of purchases made relating to the Services;

(4) Contracts and subcontracts entered into to provide the Services, and all documents related to such contracts;

(5) All reports, auditors, or other monitoring of subcontractors;

(6) All documents supporting the provision of Services;

(7) All internal and external communications (including email) related to the services; and

(8) All investigative files and inquiry reports involving the Services.

12. **Allowable Costs.** Contractor agrees that the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (2 CFR, Part 200), 48 CFR, Part 31, Federal Acquisition Regulations System, and any applicable federal agencies implementation procedures, shall be used to determine the cost allowability of individual items.

    Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 48 CFR, Part 31, Federal Acquisition Regulations System or federal agency procedures implementing 2 CFR, Part 200 are subject to repayment by Contractor to the City. Disallowed costs must be reimbursed to the City within sixty (60) days unless the City approves in writing an alternative repayment plan.

13. **OHS Seal, Logo and Flags.** Contractor shall not use the U.S. Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the U.S. Federal Emergency Management Agency ("FEMA").

14. **Compliance with Federal Law and Rules.** Contractor acknowledges that FEMA financial

assistance may be used to fund all or a portion of the Contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. Contractor agrees to comply with all applicable instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity, which are incorporated herein by reference.

15. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

16. **Program Fraud and False or Fraudulent Statements or Related Acts.** Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

17. **Affirmative Socioeconomic Steps.** If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(l)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

18. **Drug-Free Certification.** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code§ 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.

B. Establish a Drug-Free Awareness Program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The person's or the organization's policy of maintaining a drug-free workplace;

(3) Any available counseling, rehabilitation, and employee assistance programs; and

(4) Penalties that may be imposed upon employees for drug abuse violations.

C. Every employee of Contractor who works under this Agreement shall:

(1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and

(2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

19. **Subcontractor Compliance.** Contractor agrees that all subcontracts shall contain the provisions of this Exhibit.

20. **Protections for Whistleblowers.** Pursuant to 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against any employee in reprisal for disclosing an information the employee reasonably believes is evidence of gross mismanagement of this contract, a gross waste of federal funds, an abuse of authority related to this contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to this contract.

21. **Terrorist Financing.** Contractor must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

22. **Remedies.** Should Contractor violate of any of the terms of this Contract, City may terminate the Contract and pursue all available legal and equitable remedies.

EXHIBIT F

GRANTEE NONCOMPLIANCE PROCEDURES

This Exhibit F is incorporated into and made part of the Grant Agreement between the CITY and the GRANTEE. The terms and conditions set forth herein establish the standards, procedures, and consequences that govern GRANTEE noncompliance with the Grant Agreement and applicable CITY policies.

1. Purpose. This Exhibit defines the CITY's rights and the GRANTEE's obligations in the event of noncompliance with the Grant Agreement. The purpose is to ensure accountability, safeguard public funds, and preserve the integrity of CITY-funded programs.

2. Definition of Noncompliance. GRANTEE noncompliance shall include, but is not limited to, the following:

A. Reporting or Documentation Noncompliance: Late or missing reports, poor documentation practices, or minor invoicing errors.
B. Financial Mismanagement: Misuse or abuse of funds, weak internal controls, unauthorized spending, unsupported costs, budget deviations without approval, or bankruptcy.
C. Performance Failures: Failure to meet grant terms, deliverables, timelines, or performance outcomes, failure to address participant eligibility, or program quality issues.
D. Repeated or Unresolved Audit Findings: Pattern of adverse findings, failure to implement corrective actions, or disregard for prior audit or monitoring recommendations.
E. Legal or Regulatory Violations: Violations of grant-related laws or requirements (e.g., OMB Uniform Guidance, civil rights, environmental laws, drug-free workplace rules, etc.).
F. Fraud and Criminal Conduct: Submitting false information, willful misrepresentation, forgery, bribery, falsification of records, procurement fraud, embezzlement, or criminal convictions related to public funds.
G. Ethics Violations or Conflicts of Interest: Kickbacks, having an interest that conflicts with the interests of the City or that may impair the grantee's ability to perform obligations under the grant agreement, or violations of public trust.
H. Suspension, Debarment, or Bankruptcy: Active debarment/suspension by any government entity, or bankruptcy affecting the ability to perform grant obligations.

3. Classification of Noncompliance Severity. The CITY shall classify noncompliance into four (4) severity levels:

A. Level 1 – Minor: Isolated administrative errors with limited impact, including:
(1) Reporting or Documentation Noncompliance.

B. Level 2 – Moderate: Repeated issues or risks to performance or compliance, including:
   (1) Reporting or Documentation Noncompliance;
   (2) Financial Mismanagement;
   (3) Performance Failures;
   (4) Repeated or Unresolved Audit Findings; or
   (5) Legal or Regulatory Violation.

C. Level 3 – Major: Serious misconduct or operational breakdowns, including:
   (1) Financial Mismanagement;
   (2) Performance Failures;
   (3) Repeated or Unresolved Audit Findings;
   (4) Legal or Regulatory Violations;
   (5) Ethics Violations or Conflicts of Interest; or
   (6) Suspension, Debarment, or Bankruptcy.

D. Level 4 – Severe: Fraud, criminal conduct, or violations of public trust, including:
   (1) Legal or Regulatory Violations;
   (2) Fraud and Criminal Conduct;
   (3) Ethics Violations or Conflicts of Interest; or
   (4) Suspension, Debarment, or Bankruptcy.

4. Letter of Noncompliance. Upon identifying noncompliance, the CITY may issue a Letter of Noncompliance, which shall include:

A. A description of the violation(s);
B. The specific corrective actions required;
C. A deadline for submission of a written Corrective Action Response Plan (not to exceed thirty (30) calendar days); and,
D. A notice that failure to respond may result in suspension or termination of funding.

For Level 3 and 4 violations, the CITY may, in its sole discretion, initiate immediate suspension without offering an opportunity to cure.

5. Corrective Action Process.

A. Upon receipt of a Letter of Noncompliance, the GRANTEE shall respond in writing with a Corrective Action Response Plan within thirty (30) calendar days that includes:

   (1) Specific actions taken or proposed to achieve compliance;
   (2) A timeline for implementation; and,
   (3) A designated point of contact for follow-up.

B. The CITY shall review the GRANTEE's response within fifteen (15) business days and, in its sole discretion, may:

(1) Approve the plan;
(2) Request revisions; or
(3) Reject the plan and impose additional sanctions.

C. The CITY shall not disburse any new payments to GRANTEE until it approves the Corrective Action Response Plan.

6. Sanctions and Suspension. If the GRANTEE fails to cure the violation, or if the violation is sufficiently serious, the CITY may impose any of the following sanctions, proportionate to the severity level:

A. Level 1 – Minor: Enhanced oversight or monitoring, CITY-provided technical assistance.
B. Level 2 – Moderate: Enhanced oversight or monitoring, CITY-provided technical assistance and repayment of any grant funds used for unauthorized expenditures.
C. Level 3 – Major: GRANTEE-provided technical assistance, suspension of all active grant agreements with CITY, repayment of any grant funds used for unauthorized expenditures, audit by a third-party at Grantee's expense, two-year suspension from future CITY grant eligibility.
D. Level 4 – Severe: Immediate termination of grant agreement, repayment of all grant funds disbursed by CITY, audit by a third-party at Grantee's expense, and five-year suspension from future CITY grant eligibility.

7. Suspension Notice and Consequences.

A. The CITY shall issue a written Suspension Notice to the GRANTEE when, in the City's sole discretion:

(1) The GRANTEE has failed to respond to a Letter of Noncompliance within the required timeframe;
(2) The GRANTEE has submitted a Corrective Action Response Plan that is determined to be incomplete or insufficient, or Grantee fails to implement a Corrective Action Response Plan in a timely manner;
(3) The GRANTEE has engaged in conduct classified as a Level 3 (Major) or Level 4 (Severe) violation;
(4) The violation cannot be reasonably remedied through corrective action (e.g., repeated or willful misuse of funds, fraudulent reporting, or failure to deliver core services); or
(5) The GRANTEE's continued participation in City-funded programs would pose a significant risk to public funds or program integrity.

B. The Suspension Notice shall include:

(1) The nature and severity level of the violation.

(2) The duration of the suspension.
(3) Any conditions required for reinstatement.
(4) The GRANTEE's right to appeal within fifteen (15) business days.

C. During the suspension period, the GRANTEE:

(1) Shall not be eligible to apply for or receive CITY grant funds.
(2) Shall have any pending or in-progress grant applications withdrawn.
(3) Shall be listed as ineligible in the CITY's Grants Management System.

8. Appeals and Reinstatement

A. A GRANTEE may appeal a suspension or request for reinstatement after the suspension period or upon satisfying reinstatement conditions.

B. Appeals shall be in writing and directed to the City Manager, and must include:

(1) A written statement of appeal grounds;
(2) Supporting documentation; and
(3) Any evidence of corrective measures taken.

D. The CITY shall review appeals within thirty (30) calendar days. All determinations are final and not subject to further administrative review.

9. Incorporation by Reference. The GRANTEE acknowledges that compliance with this Exhibit is a material term of the Grant Agreement. Failure to comply may result in termination of the Grant Agreement and recovery of funds.

ORDINANCE NO. 7030

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 FY2024 Urban Area Security Initiative Grant 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_____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

Updated 11/19/2025

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Mark Peinado / Management Analyst	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Mark Peinado / Management Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	Police Department		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	6587	84001	700083	86,500	Increase to Capital Outlay - Software subscription
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				86,500	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	4401	84001	700083	86,500	FY2024 Urban Area Security Initiative - Subaward
REVENUES/TRANSFERS IN TOTAL				86,500	

NET ADJUSTMENT	-	

FUND BALANCE

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

Justification for Budget Adjustment:

The Police Department recommends that Council authorize the establishment of a new Capital Improvement Project - the FY2024 Homeland Security Grant Program - Urban Area Security Initiative (the "Project"), and adopt an ordinance to approve a budget adjustment appropriating $86,500 in expenses and corresponding revenue in the Grants Fund. This project will fund a 12-month subscription to a data integration software, allowing for greater information sharing with regional law enforcement agencies.

RESOLUTION NO. 26-015

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

WHEREAS, a Contract Purchase Agreement (3005163) for the purchase and deployment of the Peregrine platform software, by and between the City of Roseville and Peregrine Technologies, Inc., has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

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Contract Purchase Agreement 3005163

Supplier Details:

Company	Peregrine Technologies Inc
Contact	Andrew Riley
Address	71 Stevenson St Ste 700
	San Francisco, CA 94105

Submit your response to:

Company	City of Roseville
Contact	Erica Kaminski
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1108
Fax	(916) 746-1115
E-mail	enkaminski@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 3005163

Agreement	**3005163**
Agreement Date	**18-DEC-2025**
Revision	**0**
Agreement Amount	**259,635.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Peregrine Technologies Inc
71 Stevenson St Ste 700
San Francisco, CA 94105
Phone: ()
Fax: ()
Email: andrew.riley@peregrine.io

Description of Labor, equipment and/or materials

VENDOR SHALL PROVIDE PEREGRINE SOFTWARE SERVICES INCLUDING ANNUAL SERVICE, ONBOARDING, TRAINING, TECHNICAL SUPPORT, AND PROFESSIONAL SERVICES IN ACCORDANCE WITH THE ATTACHED PEREGRINE TECHNOLOGIES, INC. "PEREGRINE CUSTOMER ORDER FORM AND SCOPE OF SERVICES" DATED 12/3/25.

PLEASE CONTACT MARK PEINADO IN THE POLICE DEPARTMENT AT (916) 774-5021 OR MCPEINADO@ROSEVILLE.CA.US FOR ANY QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	16740	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Feb-2026	**31-Jan-2029**	**Erica Kaminski** Phone **1-916-746-1108**

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

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Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant 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 gross negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. To the maximum extent permitted by law, neither party shall be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, including without limitation of loss of revenue, profits, goodwill, or data, arising out of or related to this Agreement, regardless of the form of action, whether in contract, tort, or otherwise, even if advised of the possibility of such damages. Except for liability arising from a party's gross negligence or willful misconduct, or a party's indemnification obligations under this Agreement, each party's total liability arising out of or related to this Agreement shall not exceed the total fees paid or payable under this Agreement in the twelve (12) months immediately preceding the event giving rise to the claim.

2. Consultant is an independent contractor, and shall not be considered an officer, agent, or employee of the City.

3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.

4. Time is of the essence of this Agreement.

5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice solely in the event of non-appropriation. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.

6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.

7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.

8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.

   This provision does not apply to the Peregrine platform, software, configurations, integrations, documentation, or other materials provided as part of the Peregrine service, which remain the property of Consultant.

9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing

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wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: _____http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm_____. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.

10. Consultant agrees to the below insurance requirements:

a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

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

c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

(1) the minimum coverage and limits specified in this Agreement; or

(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Consultant shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

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

f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy

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of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

11. Consultant shall comply with all federal, state, local laws, ordinances, and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ". pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in the state courts located in Placer County, California, or the United States District Court for the Eastern District of California regardless of where else venue may lie, and the parties hereby consent to the personal jurisdiction and venue of such courts. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.

18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently, or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to

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perform Consultant's services as directed by City.

19. All facilities, devices, networks, and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.

20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.

21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.

22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, subject to the limitations set forth in this Agreement.

23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.

24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.

25. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

26. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

27. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for

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proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

28. Consultant certifies that Consultant, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.

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

30. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

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

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

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

Roseville Business License No. _____

Contractor License No. N/A _____

DIR Registration No. N/A _____

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Check mark the applicable company type below:

____X_____ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
Information Technology T&C (Negotiated for Peregrine Technologies, Inc.)
REV 12/18/25 TC

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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:_X___
Professional Liability:
$1 Million/occurrence
No auto required
Cyber Liability:
$1 Million/occurrence

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

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Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

Chemical/Environmental:____
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

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Supplier

Signature: Signed by: Nick Noone C23E48B6A32B478...

Print Name: Nick Noone

Title: Chief Executive Officer

Date: 12/19/2025

Supplier

Signature: Signed by: Nick Noone C23E48B6A32B478...

Print Name: Nick Noone

Title: Secretary

Date: 12/19/2025

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

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CITY OF ROSEVILLE CALIFORNIA

April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

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Peregrine

PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
Customer Name: Roseville Police Department	**Contact:** Chief Troy Bergstrom
Address: 1051 Junction Blvd Roseville, CA 95678	**Phone:** 916-774-5000
Email: tbergstrom@roseville.ca.us	**Fax:** N/A

Peregrine Services
Effective Date: February 1, 2026
Initial Term: From the Effective Date through January 31, 2029 ("Initial Term").
Service Fee: The following fee schedule is available to the Customer if Order Form is signed on or before January 30, 2026. Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee annually for the Term as follows: a. $84,000 within 30 days of the Effective Date b. $86,520 within 30 days of February 1, 2027 c. $89,115 within 30 days of February 1, 2028
Users: Customer may allow an unlimited number of employees of the Roseville Police Department to access and use the Service.
Onboarding and Training Services: Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.
Professional Services: The initial Customer Data sources and systems that Peregrine will integrate with the Service for Customer are: Tyler Technologies CAD and Tyler Technologies RMS. The Customer is responsible for any third-party API or data access fees. Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in a statement of work. For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.
Optional Services: Customer has the option to add data integrations with the following sources for the corresponding additional annualized fee:

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- Axon Evidence.com BWC
    - February 1, 2026 – January 31, 2027: $9,000
    - February 1, 2027 – January 31, 2028: $9,270
    - February 1, 2028 – January 31, 2029: $9,540

Fees for Optional Services shall escalate annually by 3% (as shown above), consistent with the remainder of the contract. Escalation for Optional Services shall begin on February 1, 2027, regardless of when such services are added.

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the "**Terms and Conditions**," and together with this Order Form, the "**Agreement**"). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order Form, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

Peregrine		**Customer**	
By:		By:	
Name:	Nicholas Noone	Name:	
Title:	President & CEO	Title:	
Date Signed:		Date Signed:	
		Attest:	
		Name:	

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Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form ("**Order Form**") by Peregrine Technologies, Inc. ("**Peregrine**") to the Roseville Police Department ("**Customer**"). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

"**Aggregated Data**" has the meaning specified in Section 6.1.

"**CJIS Security Policy**" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center.

"**Client-Side Software**" means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine's mobile application(s).

"**Criminal Justice Information Services Division**" or "**CJIS**" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

"**Customer Data**" means any of Customer's data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine's integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does not include Aggregated Data.

"**Documentation**" means the materials supplied by Peregrine hereunder, in any media, including any and all installer's, operator's and user's manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

"Personal Information" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

"Professional Services" has the meaning specified in Section 2.2.

"**Service**" means Peregrine's proprietary platform that assists Users with criminal investigations and police leadership decision making, consisting of a hosted web-based interface and the Client-Side Software. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

"SOW" has the meaning specified in Section 2.2.

"**Third Party Data**" means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

"**Third Party Products**" means any third-party products provided with, integrated with, or incorporated into the Service, including Third Party Data.

"**Users**" means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1. Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Customer may: (a) access and use the Service for up to the number of Users set forth in the Order Form, (b) download and reproduce the applicable Documentation solely for internal use in association with the Service, and (c) download, install, and use any Client-Side Software in support of Customer's

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use of the Service, in each case on a nonexclusive, non-transferable, and non-sublicensable basis and solely for Customer's internal business purposes. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("**Onboarding and Training Services**"), and (iii) telephone and standard technical support togf Customer during normal business hours ("**Technical Support**"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

2.2. Professional Services. Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "**SOW**," and such services, the "**Professional Services**"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below. To the extent the Professional Services result in any software code or other tangible work product ("**Work Product**"), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer's authorized use of the Service under this Agreement. Customer shall permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Professional Services.

2.3. Access and Policies. Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

2.4. Compliance with Applicable Laws. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.

2.5. Licenses and Permits. Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

2.6. Nondiscrimination and Equal Opportunity. Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

2.7. Suspension. Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) Peregrine's

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provision of the Service to Customer or any User is prohibited by applicable law; or (vi) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "**Service Suspension**"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

2.8. Third Party Products. Peregrine may from time to time make Third Party Products available to Customer or Peregrine may allow for certain Third Party Products to be integrated with the Service. For purposes of this Agreement, such Third Party Products are subject to their own terms and conditions. Peregrine is not responsible for the operation of any Third Party Products and makes no representations or warranties of any kind with respect to Third Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third Party Products, then Customer should not install or use such Third Party Products. By authorizing Peregrine to transmit Customer Data from Third Party Products into the Service, Customer represents and warrants to Peregrine that it has all right, power, and authority to provide such authorization.

2.9. Open Source Components. Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("**Open Source Components**"). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion of the Service, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

3. Customer Responsibilities.

3.1. Generally. Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d)_ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.2. Use Restrictions. Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j)

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access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way

3.3. CJIS Requirements. Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.4. Operation Restrictions. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

3.5. **Customer Logo.** Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.

3.6. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

4. Fees & Payment.

4.1. Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.

4.2. Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

4.3. Taxes. Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights. The "**Peregrine Technology** "means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services. Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth in Section 2.1 above, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, "**Peregrine Technology**" does not include Customer Data.

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6. Data Access, Sharing and Security.

6.1. Customer Data. Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer's usage of the Service (e.g., frequency of logins) ("**Peregrine Insights**") and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users ("**Aggregated Data**") for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.2. CJIS Security Policy. Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.

6.3. Third Party Data. Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner's retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine's applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.4. Processing of Personal Information. Peregrine's rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine's Privacy Policy <https://peregrine.io/privacy-policy/>. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.

6.5. Sensitive Information; Marking Requirements. To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment ("**Sensitive Information**"), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information.

7. Confidentiality.

7.1. Definition of Confidential Information. The term "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

7.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall

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provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.3. Exceptions. The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.4. Public Records Acts. Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records (each a "**Public Records Act**"). Nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with an applicable Public Records Act to the extent legally required.

7.5. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1. Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

8.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1. Indemnification by Peregrine. Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("**Customer Indemnified Parties**") against any claim made or brought against any Customer Indemnified Party by a third party alleging that the Service as provided to Customer and when used in accordance with this Agreement infringes any intellectual property rights of a third party (each, a "**Customer Claim**"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer without Customer's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance in the defense and settlement of the Customer Claim. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine (where the liability would not have arisen but for such modification), (iii) any combination of the Service with services or technologies not provided by Peregrine (where the liability would not have arisen but for such combination), (iv) Customer's use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1, or (v) Third Party Products. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer

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to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

9.2. Indemnification by Customer. To the extent permitted by applicable law, Customer shall at its expense defend Peregrine and its officers, directors, officials, agents, volunteers and employees ("**Peregrine Indemnified Parties**") against any claim made or brought against any Peregrine Indemnified Party by a third party based on: (a) Customer's or any User's negligence, gross negligence, fraud, or willful misconduct; (b) Customer's or any User's use of the Service in a manner not authorized by this Agreement; or (c) Customer Data or Peregrine's authorized use of such Customer Data (each, a "**Peregrine Claim**"), and shall indemnify and hold Peregrine Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Customer in a settlement with respect to such Peregrine Claim; provided, that Peregrine (i) promptly gives written notice of the Peregrine Claim to Customer; (ii) gives Customer sole control of the defense and settlement of the Peregrine Claim (provided that Customer may not agree to any settlement that imposes any liability or obligation on Peregrine without Peregrine's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (iii) provides to Customer, at Customer's cost, all reasonable assistance in the defense and settlement of the Peregrine Claim.

9.3. Sole Remedy. **THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PEREGRINE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE SERVICE OR ITS USE.**

10. Limitation of Liability.

10.1. Exclusion of Consequential and Related Damages. EXCEPT FOR A PARTY'S BREACH OF SECTION 7, A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10.2. Liability Cap. EXCEPT FOR A PARTY'S BREACH OF SECTION 7, A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PEREGRINE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO PEREGRINE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

11. Term & Termination.

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2. Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.

11.3. Data. Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.

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11.4. Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

12. General Provisions.

12.1. Insurance. Peregrine shall maintain the insurance coverages described on Appendix A: Insurance.

12.2. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

12.3. Peregrine's Books and Records. To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.

12.4. Force Majeure. Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.5. Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

12.6. Additional Government Terms. Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the "**Additional Government Terms**"). The Additional Government Terms, if any, are attached hereto as Appendix B: Provisions for California Public Entities , and will govern to the extent of any conflict with any other term of this Agreement.

12.7. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8. Waiver; Cumulative Remedies Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its

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stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10. Governing Law. This Agreement shall be governed by the laws of California. The state courts located in Placer County, CA or the United States District Court for the Eastern District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11. Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement,” “hereof,” “hereunder” and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation” and “discretion” means sole discretion

12.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

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Appendix A: Insurance

Peregrine, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Peregrine's bid or proposal. Peregrine shall be fully responsible for the acts and omissions of its subcontractors or other agents.

Workers' Compensation. Peregrine shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Peregrine in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Customer upon written verification that Peregrine is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

Commercial General and Automobile Liability Insurance

General requirements. Peregrine, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Peregrine has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. Customer, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Peregrine. Coverage can be provided in the form of an endorsement to the Peregrine's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Peregrine's insurance covered shall be primary insurance as respects the Customer, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents or volunteers shall be excess of the Peregrine's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Peregrine agrees to give at least 30 days prior written notice to Customer before coverage is canceled or modified as to scope or amount.

Professional Liability Insurance.

General requirements. Peregrine, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Peregrine's errors and omissions.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

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b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Peregrine must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the Customer for review prior to the commencement of any work under this Agreement.

All Policies Requirements.

Submittal Requirements. Peregrine shall submit the following to Customer prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

Deductibles and Self-Insured Retentions. Insurance obtained by the Peregrine shall have a self-insured retention or deductible of no more than $100,000.

Wasting Policies. No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

Waiver of Subrogation. Peregrine hereby agrees to waive subrogation which any insurer or contractor may require from Peregrine by virtue of the payment of any loss. Peregrine agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the Customer for all work performed by the Peregrine, its employees, agents, and subcontractors.

Subcontractors. Peregrine shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Peregrine shall ensure that Customer, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

Excess Insurance. If Peregrine maintains higher insurance limits than the minimums specified herein, Customer shall be entitled to coverage for the higher limits maintained by the Peregrine.

Remedies. In addition to any other remedies Customer may have if Peregrine fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option, order Peregrine to stop work under this Agreement and withhold any payment that becomes due to Peregrine hereunder until Peregrine demonstrates compliance with the requirements hereof, or terminate this Agreement.

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Appendix B: Provisions for California Public Entities

Compliance with Applicable California Laws. Peregrine shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

California Public Records Act. Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Agreement shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

PERS Indemnification by Peregrine. In the event that Peregrine or any employee, agent, or subcontractor of Peregrine providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of Customer, at Peregrine shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Peregrine or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Customer.

Political Reform Act Conflicts. Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

California State Auditor Requirements. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

CITY OF ROSEVILLE CALIFORNIA

PURCHASING FINANCE

SOLE SOURCE FORM

Requesting Department: Police
Name of Requestor: Amanda Jones

Division: Investigations
Extension: x5025

Total Dollar Amount: $259,635

Vendor Name: Peregrine

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.)
Peregrine is a data integration tool that assists with consolidating, collating, and analyzing data from multiple sources in a single location. Peregrine integrates data from disparate systems to a simple, searchable platform. Regional partners **are also transitioning to the system, making it vital for public safety informtion sharing between agencies.**

ADDITIONAL INFORMATION:

Vendor Name:Peregrine

Phone: 707-249-0310

Contact Person:Andrew Riley

Email Address: andrew.riley@peregrine.io

Address:

Define / Describe specific product(s) or service(s): ***required**

Peregrine is a data integration tool with pre-built connectors that allow for seamless integration with existing systems already deployed at the police department. Peregrine offers an exclusive, fully integrated set of user-facing applications for search, map-based analysis, link analysis, reporting, and dashboarding that allows for seamless movement of data between applications without manual export/imports. Peregrine offers proprietary algorithms that will enable automatic and auditable deduplication and merging of data, resulting in cleaner, more reliable information for searches and reporting products. Peregrine also offers a proprietary dynamic ontology capability that has been purpose-built for law enforcement data and allows our police department to automatically establish connections and relationships between data elements within and across disparate systems that may otherwise be missed.

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): _____ Date: 12/11/25

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): _____ #183 Date: 12/11/2025

***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): _____ Date: 12/11/25

Signature (City Attorney): _____ Date: 12/15/25

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: 1/21/2026
Item #: VII.18
File #: 0400-04-12
Item ID: 2025-980

Title:	Baseline Road & Watt Avenue - Notice of Completion
Contact:	Andrew Druck 916-774-5577 adruck@roseville.ca.us

SUMMARY

Staff recommends approval of the Notice of Completion for the Baseline Road & Watt Avenue Project as complete. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting the public work known as the Baseline Road & Watt Avenue Project, CWJ#190429, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Andrew Druck, Senior Construction Inspector

Mike Isom, Development Services Director

ATTACHMENTS:

1. Resolution 26-004

2. Notice of Completion
3. Vicinity Map
4. Final Map- Sierra Vista KV Sierra Vista, LLC
5. Final Map - SV KT Prop Ph 2 LLM Recorded
6. Signed Warranty Bond - EN20-0362

REVIEWERS:

Andrew Druck, Development Services Department - Engineering Division	Created/Initiated - 12/16/2025
Marc Stout, Development Services Department - Engineering Division	Approved - 12/18/2025
Mike Isom, Development Services Department	Approved - 12/22/2025
Kelly Aye, City Attorney Department	Approved - 12/23/2025
Katrina Six, City Clerk Department	Approved - 12/23/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/6/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/6/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/6/2026
Katrina Six, City Clerk Department	Final Approval - 1/6/2026

RESOLUTION NO. 26-004

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS BASELINE ROAD & WATT AVENUE PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Baseline Road & Watt Avenue Project is hereby approved and the public work accepted.

2. A portion of the right-of-way and easements offered for dedication on the final map of Sierra Vista KV Sierra Vista, LLC recorded in Book EE of Maps, Page 71 & final map Sierra Vista – KT Properties recorded in Book FF of Maps, Page 18 in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Baseline Road & Watt Avenue Project.

3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this_____day of _____, 20____ , by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the Baseline Road & Watt Avenue 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 Granite Construction.

The surety on said project was Lexon Insurance Company (Bond #LICX1200329-M)

_____.

_____

Marc Stout

City Engineer
City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Marc Stout, being first duly sworn, depose and say: I am the City Engineer of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

Marc Stout

City Engineer
City of Roseville

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

State of California)
County of Placer)

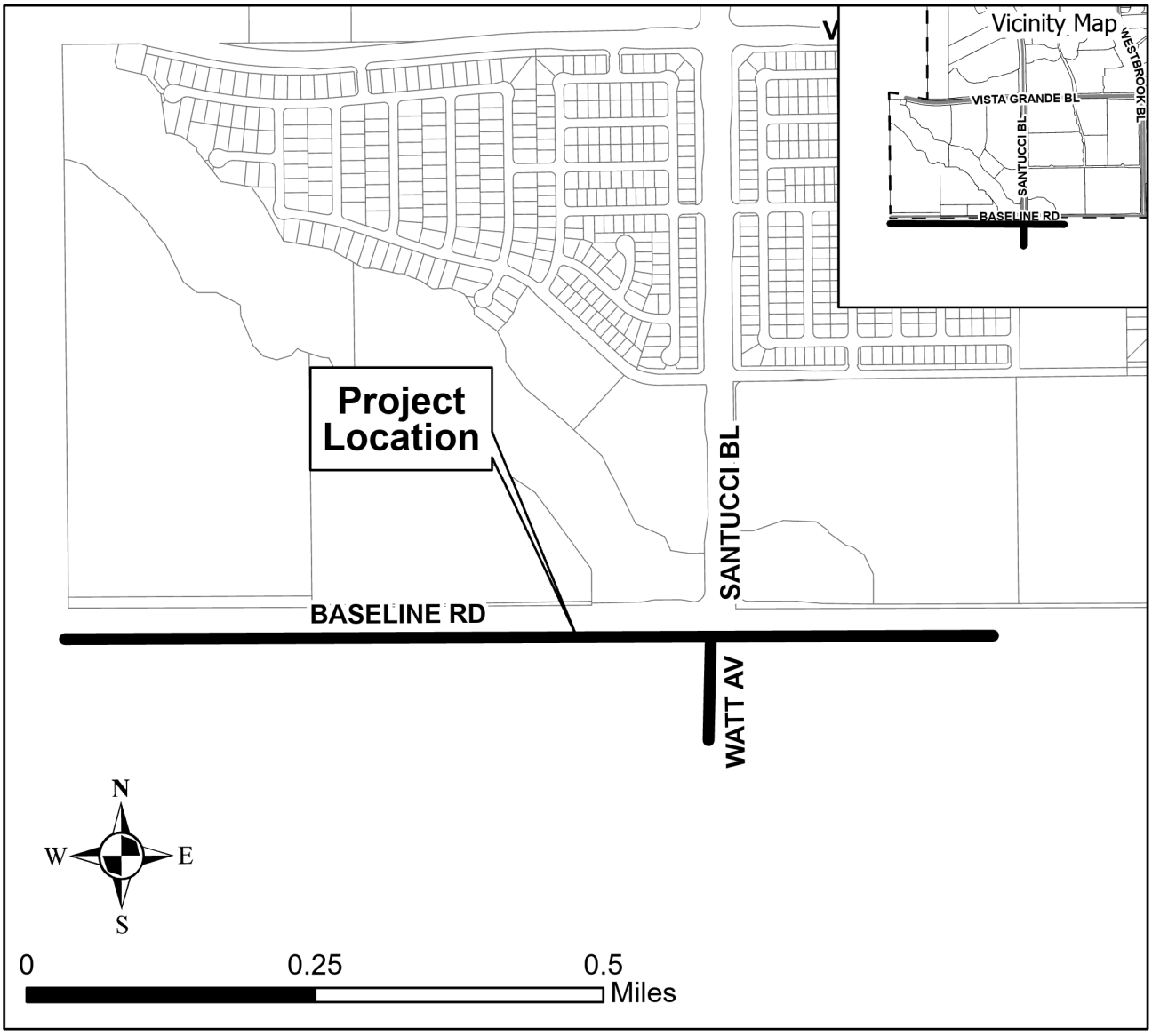
Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___, Marc Stout proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

Exhibit A: Location Map

City of Roseville
Baseline Road & Watt Ave



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - KV SIERRA VISTA, LLC LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) AS SHOWN ON LOT 4 A PUBLIC UTILITY EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE, TELEVISION SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE PROPERTY LINE AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS BASELINE ROAD, WESTBROOK BOULEVARD, SANTUCCI BOULEVARD, SIERRA VILLAGE DRIVE. SAID STREETS ARE ALSO SHOWN HEREON AS I.O.D. / R.O.W. (IRREVOCABLE OFFER OF DEDICATION AS RIGHT OF WAY.)

(B) LOT 3 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

KV SIERRA VISTA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ 6/26/2019

CHRIS N. VRAME
MANAGER

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF PLACER

ON JUNE 26, 2019 BEFORE ME, SHEANN K. SNITKO, A NOTARY PUBLIC

PERSONALLY APPEARED CHRIS N. VRAME
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 _____ SHEANN K. SNITKO
PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: 9/3/2021 MY COMMISSION NUMBER: 2212696

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - KV SIERRA VISTA, LLC LARGE LOT SUBDIVISION" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF CHRIS VRAME, OCTOBER 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2021 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

_____
ROBERT M. PLANK
P.L.S 5760 EXP. 06-30-2020

DATE: 06-25-19

LICENSED LAND SURVEYOR
ROBERT M. PLANK
06-30-20
No. 5760
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - KV SIERRA VISTA, LLC LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: 7/1/19

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THIS THIS FINAL MAP OF "SIERRA VISTA - KV SIERRA VISTA, LLC LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: 7/11/19

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-31-19
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - KV SIERRA VISTA LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL REJECTS AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION OF LAND, RIGHTS OF WAY AND EASEMENTS LISTED HEREON WITHIN NOTE 3 ON SHEET 2.

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE

DATE: 071819 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 22nd DAY OF October, 2019, AT 9:06 A.M. IN BOOK EE OF MAPS, AT PAGE 71, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ronco
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: 2019-0082506

BY: _____ FEE: $ 92.00
DEPUTY

FINAL MAP OF
SIERRA VISTA
KV SIERRA VISTA, LLC
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

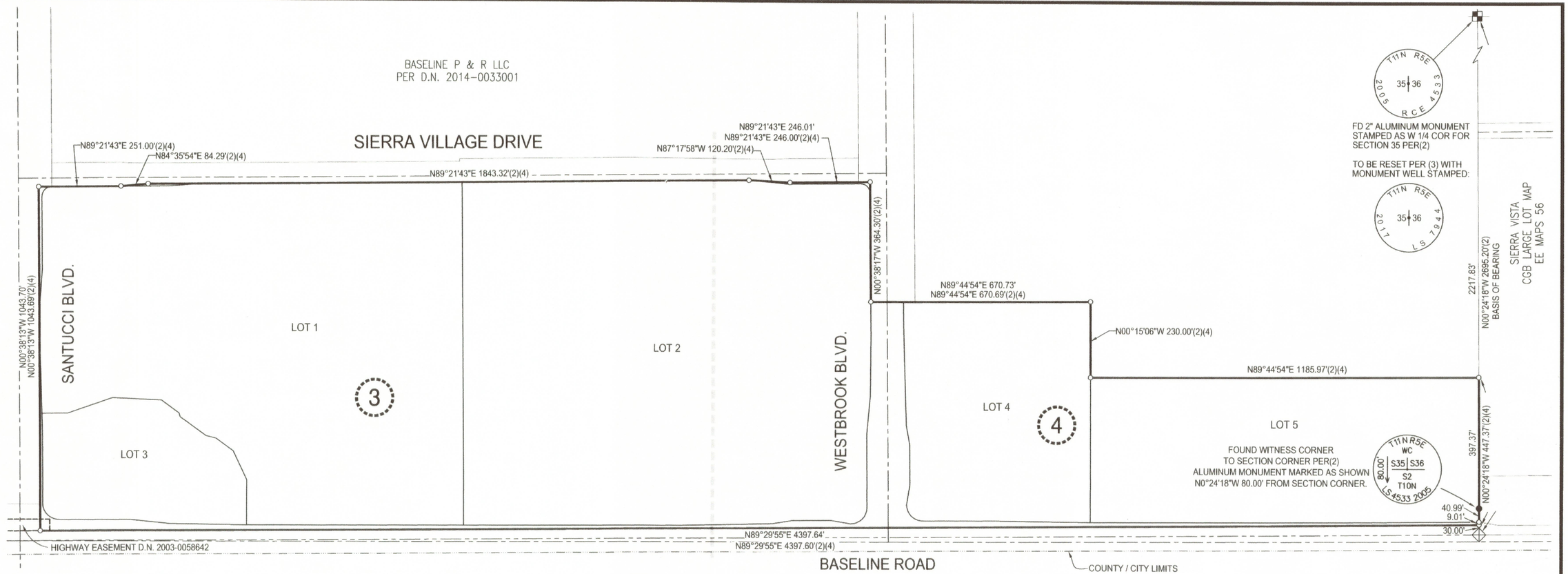
BEING A SUBDIVISION OF RESULTANT PARCEL 4 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. PL13-0236, SHOWN IN THE CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 19, 2014, DOCUMENT NO. 2014-0010531, OFFICIAL RECORDS AND IN THE CORRECTIVE CERTIFICATE RECORDED APRIL 21, 2014, DOCUMENT NO. 2014-0024961 OFFICIAL RECORDS.
A PORTION OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JUNE 2019

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 1 OF 4 18254-KV0



LEGEND

- SECTION CORNER, NO MONUMENT FOUND OR SET
- FOUND QUARTER SECTION CORNER AS NOTED
- FOUND MONUMENT AS NOTED
- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 5760"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 5760"
- DIMENSION POINT (NOTHING FOUND OR SET)

AC.	ACRES
CB	CHORD BEARING
CD	CHORD DISTANCE
D.N.	DOCUMENT NUMBER
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.U.E.	PUBLIC UTILITY EASEMENT
SEC	SECTION CORNER
(R)	RADIAL BEARING
R.O.W.	RIGHT OF WAY
( )	DENOTES RECORD INFORMATION
(1)	SHEET INDEX

NOTES:

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.

2. TOTAL AREA FOR THIS SUBDIVISION IS 84.20± ACRES, CONSISTING OF 4 LARGE LOTS AND 1 PUBLIC OPEN SPACE LOT.

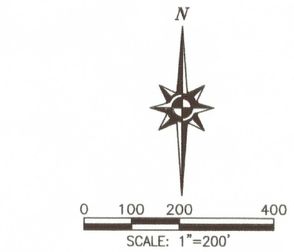
3. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RE-SUBDIVIDED, AND THE FOLLOWING IRREVOCABLE OFFERS OF DEDICATION OF RIGHT OF WAY, OPEN SPACE, PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT THAT AFFECT THIS MAP ARE HEREBY ABANDONED:
   A. AREA R-1, R-2 AND R-6 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064318, AND THAT CERTAIN GRANT DEED RECORDED MAY 12, 2016 IN DOCUMENT NO. 2016-0036246, OFFICIAL RECORDS PLACER COUNTY.
   B. AREA O-2 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064318, AND THAT CERTAIN GRANT DEED RECORDED MAY 12, 2016 IN DOCUMENT NO. 2016-0036246, OFFICIAL RECORDS PLACER COUNTY.
   C. AREA E-5, E-9, AND R-6 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064326, AND THAT CERTAIN EASEMENT RECORDED MAY 12, 2016 IN DOCUMENT NO. 2016-0036247, OFFICIAL RECORDS PLACER COUNTY.
   D. AREA E-21 AND E-22 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064325, AND THAT CERTAIN EASEMENT RECORDED MAY 12, 2016 IN DOCUMENT NO. 2016-0036248, OFFICIAL RECORDS PLACER COUNTY.
   E. AREA R-1, R-2, AND R-7 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064325, AND THAT CERTAIN EASEMENT RECORDED MAY 12, 2016 IN DOCUMENT NO. 2016-0036248, OFFICIAL RECORDS PLACER COUNTY.

BASIS OF BEARINGS:

THE BEARING N 00°24'18" E, BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

(1) 18 R.S. 118
(2) 22 R.S. 135
(3) EE MAPS 6
(4) DN 2014-0010531 & DN 2014-0024961



FINAL MAP OF
SIERRA VISTA
KV SIERRA VISTA, LLC
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

BEING A SUBDIVISION OF RESULTANT PARCEL 4 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. PL13-0236, SHOWN IN THE CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 19, 2014, DOCUMENT NO. 2014-0010531, OFFICIAL RECORDS AND IN THE CORRECTIVE CERTIFICATE RECORDED APRIL 21, 2014, DOCUMENT NO. 2014-0024961 OFFICIAL RECORDS. A PORTION OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

JUNE 2019

SHEET 2 OF 4 18254-KV0

AREA R-7 PER D.N. 2015-064318 & D.N. 2015-064325

SIERRA VILLAGE DRIVE

N89°21'43"E 2655.32'

N89°21'43"E 1843.32' (OA) (2)(4)

N89°21'43"E 251.00' (2)(4)

26'

19'

24.98'

210.00'

789.83'

N89°21'43"E 1667.27'(OA)

789.83'

25' P.U.E.

25.00'

878.50'(OA)

877.25'(OA)

25' P.U.E.

N89°21'43"E 345.05'

R=31.00' Δ=89°59'56" L=48.69'
CB=N44°21'45"E CD=43.84

SEE DETAIL "3A" ON THIS SHEET

SIERRA VILLAGE DRIVE
(I.O.D./R.O.W.)

71'

371.00'

N00°38'13"W 220.00'

10.00'

SANTUCCI BLVD.
(I.O.D./R.O.W.)

AREA R-1 PER D.N. 2015-064318 & D.N. 2015-064325

N04°07'36"E 120.42'

61'

40' P.U.E.

70.20'

LOT 1
25.88±AC

LOT 2
29.68±AC

N00°38'13"W 1100.12'
N00°38'13"W 1069.56'
N00°38'13"W 1043.70'
N00°38'13"W 1043.69' (2)(4)

N00°38'13"W 904.86'

879.87'

N00°38'17"W 1041.37'

966.37'

SEE SHEET 4

N02°09'52"W 246.39'

N89°21'47"E
77.56'

N70°57'37"E
145.00'

N87°43'58"W
151.09'

N54°06'51"W
66.27'

N16°35'09"W
11.90'

N54°06'51"W
96.98'

N76°17'48"W
31.67'

N02°09'52"W
53.72'

69'

602.50'

8.00'

SANTUCCI BLVD.
(I.O.D./R.O.W.)

N00°38'13"W 218.81'

LOT 3
4.56±AC

N54°13'04"W
65.78'

N25°30'13"W
96.71'

N00°11'16"W
136.57'

N45°25'15"W
99.37'

R=50.00' Δ=89°34'03" L=78.16'
CB=N45°25'15"W CD=70.44

69'

35' P.U.E.

BASELINE ROAD
(I.O.D./R.O.W.)

50' P.U.E.

1129.53'(OA)

50' P.U.E.

1184.88'

N89°47'44"E 2314.41'

11.11'

50.00'

N89°47'44"E 664.11'

N88°34'04"E 280.06'(OA)

N89°47'44"E 220.00'

N84°40'38"W
120.56'

232.82'

N89°24'32"W 243.94'

N89°47'44"E 653.46'

N89°29'55"E 4397.64'(OA) (2)(4)

65'

61.00'

N89°29'55"E
N00°38'13"W 30.56'

65'

50'

50'

BASELINE ROAD

N89°47'44"E 2655.41'(OA)

HIGHWAY EASEMENT D.N. 2003-0058642

COUNTY / CITY LIMITS

N

0 50 100 200

SCALE: 1"=100'

N89°21'43"E 1843.32' (OA) (2)(4)

N84°35'54"E 84.29'

N89°21'43"E 170.00'

789.83'(OA)

210.00'(OA)

N89°21'43"E 134.05'

N84°49'42"E
56.89'

R=381.00' Δ=04°32'01" L=30.15'
CB=N87°05'43"E CD=30.14'

R=419.00' Δ=04°32'01" L=33.15'
CB=N87°05'43"E CD=33.15'

N89°21'43"E 1667.27'(OA)

N84°49'42"E 56.89'

N89°21'43"E 345.05'

R=356.00' Δ=04°32'01" L=28.17'
CB=N87°05'43"E CD=28.16'

R=444.00' Δ=04°32'01" L=35.13'
CB=N87°05'43"E CD=35.12'

DETAIL "3A"
SCALE: 1"=40'

FINAL MAP OF

SIERRA VISTA

KV SIERRA VISTA, LLC

LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

BEING A SUBDIVISION OF RESULTANT PARCEL 4 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. PL13-0236, SHOWN IN THE CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 19, 2014, DOCUMENT NO. 2014-0010531, OFFICIAL RECORDS AND IN THE CORRECTIVE CERTIFICATE RECORDED APRIL 21, 2014, DOCUMENT NO. 2014-0024961 OFFICIAL RECORDS.
A PORTION OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

JUNE 2019

SHEET 3 OF 4

18254-KV0

N89°21'43"E 1843.32'(OA)(2)(4)
N89°21'43"E 2655.32'(OA)
19'
31'
N89°21'43"E 246.01'
51'
AREA R-7 PER D.N. 2015-064318 & D.N. 2015-064325
SIERRA VILLAGE DRIVE (I.O.D./R.O.W.)
36.00'
R=31.00' Δ=89°59'58" L=48.69'
CB=N45°38'18"W CD=43.84
50'
25' P.U.E.
SEE DETAIL "4A" ON THIS SHEET
AREA R-2 PER D.N. 2015-064318 & D.N. 2015-064325 & D.N. 2015-064332
328.30'
N00°38'17"W 364.30' (2)(4)
N00°38'17"W 390.65'
BASELINE P & R LLC
PER D.N. 2014-0033001
T11N R5E 35|36 2005 RCE 45 33
FD 2" ALUMINUM MONUMENT STAMPED AS W 1/4 COR FOR SECTION 35 PER(2)
TO BE RESET PER (3) WITH MONUMENT WELL STAMPED:
T11N R5E 35|36 2017 LS 7944
2217.83'
N00°24'18"W 2695.20' BASIS OF BEARING
SIERRA VISTA CGB LARGE LOT MAP EE B.M. 56
SEE SHEET 3
40' P.U.E.
N89°44'54"E 670.73'
N89°44'54"E 670.69' (2)(4)
570.73'
25' P.U.E.
50.00'
50.00'
25.00'
N00°38'17"W 94.94'
N00°38'17"W 918.44'
N00°38'17"W 102.67'
LOT 2
29.68±AC
WESTBROOK BOULEVARD
(I.O.D./R.O.W.)
50'
50'
40' P.U.E.
230.00'
N00°15'06"W 230.00' (2)(4)
N89°44'54"E 1185.97' (2)(4)
N00°19'00"E 180.38'
N00°38'17"W 685.24'
N00°38'18"W 1075.89'
N01°51'56"W 280.06'
53'
25.00'
N05°04'11"E 120.60'
N00°38'17"W 554.19'
529.19'
LOT 4
8.58±AC
56'
N10°06'01"W 60.83'
65'
N00°38'17"W 220.00'
N00°15'06"W 669.38'(OA)
392.42'
N00°15'06"W 439.38'
LOT 5
11.97±AC
FOUND WITNESS CORNER TO SECTION CORNER PER(2) ALUMINUM MONUMENT MARKED AS SHOWN N0°24'18"W 80.00' FROM SECTION CORNER.
T11N R5E WC 80.00' S35|S36 S2 T10N LS 4533 2005
397.37'
BASELINE ROAD
(I.O.D./R.O.W.)
R=50.00' Δ=90°26'01" L=78.92'
CB=N44°34'43"E CD=70.98
N44°34'43"E 98.62'
N80°19'59"E 60.83'
N89°47'44"E 120.00'
N00°12'16"W(R)
N80°44'32"W 60.83'
N89°47'44"E 2314.41'(OA)
1129.53'
N88°34'04"E 280.06'(OA)
2594.35'
N89°21'43"E(R)
N00°38'17"W 120.00'
N08°49'27"E 60.83'
N45°32'34"W 99.16'
R=50.00' Δ=89°36'49" L=78.20'
CB=N45°26'42"W CD=70.47
446.52'
290.18'
N89°44'54"E 220.44'
1803.29'
46.97'
9.86'
N89°33'10"E 1633.50'
1187.02'
50' P.U.E.
40.99'
N89°44'54"E 831.83'
N89°33'10"E 345.46'
9.01'
30.00'
N89°29'55"E 4397.64'
60'
65'
N89°17'49"W 300.04'
N00°38'17"W 44.32'
14.32'
30.00'
N89°44'54"E 1457.60'
N89°33'10"E 1518.03'
N89°47'44"E 2655.41'(OA)
COUNTY / CITY LIMITS
SECTION CORNER OF 35 | 36 ESTABLISHED BY SINGLE PROPORTION FROM THE TWO FOUND MONUMENTS ALONG THE SOUTH TOWNSHIP LINE PER 18 RS 64

N
0 50 100 200
SCALE: 1"=100'

N89°21'43"E 1843.32'(OA)(2)(4)
878.50'(OA)
4.99'
N87°17'58"W 120.20'(2)(4)
N89°21'43"E 246.01'(OA)
25' P.U.E.
N84°55'39"W 120.60'
N89°21'43"E 220.00'(OA)
N89°21'43"E 1667.27'(OA)
N84°55'39"W 120.60'
N89°21'43"E 202.25'(OA)
DETAIL "4A"
SCALE: 1"=40'

FINAL MAP OF
SIERRA VISTA
KV SIERRA VISTA, LLC
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

BEING A SUBDIVISION OF RESULTANT PARCEL 4 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. PL13-0236, SHOWN IN THE CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 19, 2014, DOCUMENT NO. 2014-0010531, OFFICIAL RECORDS AND IN THE CORRECTIVE CERTIFICATE RECORDED APRIL 21, 2014, DOCUMENT NO. 2014-0024961 OFFICIAL RECORDS.
A PORTION OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JUNE 2019

MacKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 4 OF 4 18254-KV0

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT A AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY, AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "B.S.E." (BUS SHELTER EASEMENT)

(C) PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "P.E." (PASEO EASEMENT).

(D) PUBLIC SEWER EASEMENT FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF SEWER FACILITIES ON, OVER, UNDER AND ACROSS THE AREA SHOWN HEREON AND DESIGNATED "S.E." (SEWER EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS LOT A, SANTUCCI BOULEVARD, VISTA GRANDE BOULEVARD, SIERRA VILLAGE DRIVE, BASELINE ROAD AND ALSO SHOWN HEREON AND DESIGNATED AS I.O.D./R.O.W AND THOSE SEPARATE AREAS SHOWN HEREON AND DESIGNATED I.O.D./R.O.W..

(B) 2 & 9 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

(C) LOT 3 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A SEWER LIFT STATION.

(D) LOT 1, 7 & 13 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PARK PURPOSES.

(E) LOT 12 SHOWN HEREON IS HEREBY RESERVED TO BE DEDICATED IN THE FUTURE AS A SCHOOL SITE.

SIERRA VISTA COMMUNITIES, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT INVESTMENTS, INC., A CALIFORNIA CORPORATION

BY: _____
NAME: CHRYSANTHY DEMOS
TITLE: PRESIDENT & CEO

BY: _____
NAME: RYAN CLAYCOMB
TITLE: VICE PRESIDENT

BY: LENNAR HOMES CALIFORNIA INC., A CALIFORNIA CORPORATION

BY: _____
NAME: LARRY GUALCO
TITLE: VICE PRESIDENT

BY: _____
NAME: EARL KEITH
TITLE: VICE PRESIDENT

SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOT 3 AS SHOWN HEREON TO THE SUBDIVIDER NAMED BELOW IF THE CITY OF ROSEVILLE MAKES A DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES EXCEPT FOR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

SUBDIVIDER: SIERRA VISTA COMMUNITIES, LLC

ADDRESS: 1025 CREEK RIDGE DRIVE
ROSEVILLE CA, 95678

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF California
COUNTY OF Sacramento SS

ON THE 9th DAY OF September, 2020, BEFORE ME, Alim Valiev
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED,
Chrysanthy Demos and Ryan Claycomb, 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: _____

PRINTED NAME: Alim Valiev

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: Sacramento

MY COMMISSION EXPIRES: 12-27-2023

MY COMMISSION NO.: 2317355

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF California
COUNTY OF Placer SS

ON THE 8th DAY OF September, 2020, BEFORE ME, Monique Reynolds
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED,
Larry Gualco + Earl Keith, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: Monique Reynolds

PRINTED NAME: Monique Reynolds

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: Placer

MY COMMISSION EXPIRES: Nov. 24, 2020

MY COMMISSION NO.: 2171057

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF SIERRA VISTA COMMUNITIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN OCTOBER 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

R.E.Y. ENGINEERS, INC.

_____
CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2021

DATE: 9/8/20

LICENSED LAND SURVEYOR
CRAIG E. SPIESS
12/31/21
No. 7944
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: 9/15/20
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: 9/15/20
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-31-21
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE EASEMENTS OFFERED HEREON FOR DEDICATION. BUT HAS REJECTED AT THIS TIME ON BEHALF OF THE PUBLIC, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATIONS LISTED HEREON WITHIN NOTE 4 ON SHEET 2.

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE

DATE: 09-21-2020 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 1 DAY OF October, 2020, AT 10:26 AM. IN BOOK FF OF MAPS, AT PAGE 18, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF R.E.Y. ENGINEERS, INC.

Ryan Ronco
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: 2020-0109701

BY: _____
DEPUTY

FEE: $ 107.00

FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063959, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

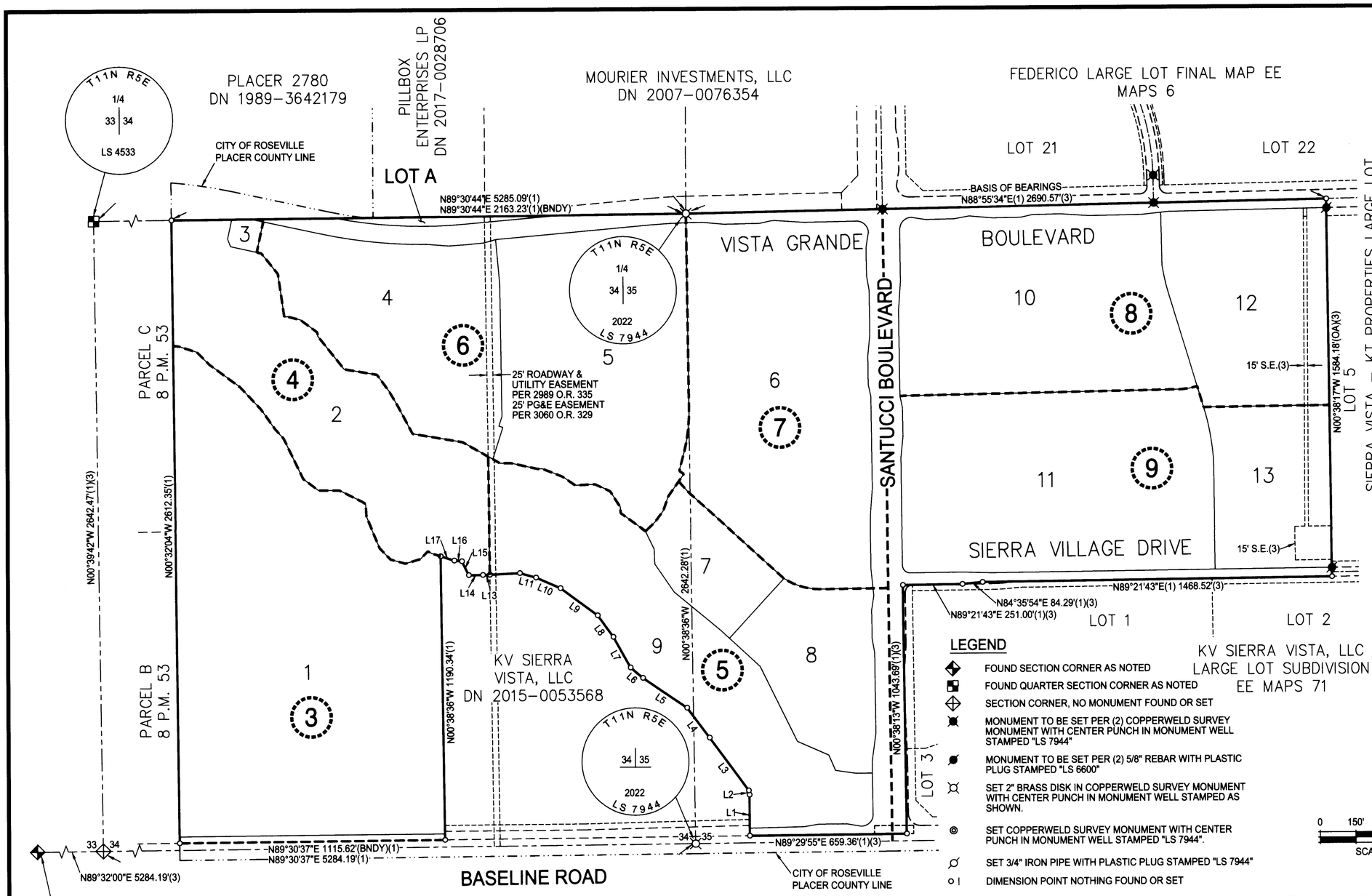
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

SEPTEMBER 2020

SHEET 1 OF 9

7310.024



NOTES:

1. THE TOTAL AREA OF THIS SUBDIVISION IS 224.08 ACRES +/-, GROSS, CONSISTING OF 6 LARGE LOTS FOR FUTURE DEVELOPMENT, 2 PUBLIC OPEN SPACE LOTS, 1 PUBLIC SEWER LIFT STATION, 3 PUBLIC PARK LOTS AND 1 SCHOOL SITE LOT.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
3. THE EASEMENT FOR TEMPORARY INGRESS/EGRESS EASEMENT GRANTED TO FRANK T. CHAN TRUST OF THE FRANK T. CHAN FAMILY TRUST U/A DATED DECEMBER 8, 2003 ET AL., IN DEED RECORDED AUGUST 13, 2015, AS INSTRUMENT NO. 2015-0070559, OFFICIAL RECORD OF PLACER COUNTY IS FULLY CONTAINED IN THE RIGHT OF WAY SHOWN HEREON
4. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON ARE HEREBY MERGED AND RESUBDIVIDED AND THE FOLLOWING IRREVOCABLE OFFER OF DEDICATION FOR RIGHT OF WAY, OPEN SPACE, SEWER PUMP STATION, EASEMENT, PUBLIC UTILITY EASEMENT, CITY OF ROSEVILLE EASEMENT THAT AFFECT THIS MAP ARE HEREBY ABANDONED.
   - A. RIGHT OF WAY, AREA R-1, R-6, R-7, R-8 & R-9 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064318, OFFICIAL RECORDS OF PLACER COUNTY.
   - B. OPEN SPACE, AREA O-1 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064318, OFFICIAL RECORDS OF PLACER COUNTY.
   - C. EASEMENT, AREA E-3 & E-4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064325, OFFICIAL RECORDS OF PLACER COUNTY.
   - D. PUBLIC UTILITY EASEMENT, AREA R-1, R-7, R-8 & R-9 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064325, OFFICIAL RECORDS OF PLACER COUNTY.
   - E. CITY OF ROSEVILLE EASEMENT, AREA R-6 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064326, OFFICIAL RECORDS OF PLACER COUNTY.
   - F. RIGHT OF WAY, AREA R-6 & R-8 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064319, OFFICIAL RECORDS OF PLACER COUNTY.
   - G. OPEN SPACE, AREA O-1 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064319, OFFICIAL RECORDS OF PLACER COUNTY.
   - H. SEWER PUMP STATION, AREA PQP-1 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064319, OFFICIAL RECORDS OF PLACER COUNTY.
   - I. EASEMENT, AREA E-1 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064327, OFFICIAL RECORDS OF PLACER COUNTY.
   - J. PUBLIC UTILITY EASEMENT, AREA R-8 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064327, OFFICIAL RECORDS OF PLACER COUNTY.
   - K. CITY OF ROSEVILLE EASEMENT, AREA R-6 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064328, OFFICIAL RECORDS OF PLACER COUNTY.

LEGEND

◆	FOUND SECTION CORNER AS NOTED
■	FOUND QUARTER SECTION CORNER AS NOTED
◈	SECTION CORNER, NO MONUMENT FOUND OR SET
▣	MONUMENT TO BE SET PER (2) COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
●	MONUMENT TO BE SET PER (2) 5/8" REBAR WITH PLASTIC PLUG STAMPED "LS 6600"
⊠	SET 2" BRASS DISK IN COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED AS SHOWN.
◎	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944".
○	SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7944"
o |	DIMENSION POINT NOTHING FOUND OR SET

AC.	ACRE
BNDY	BOUNDARY
CB	CHORD BEARING
CD	CHORD DISTANCE
℄	CENTERLINE
DN	DOCUMENT NUMBER
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
I.P.	IRON PIPE
L.L.T.M.	LARGE LOT TENTATIVE MAP
M.A.E.	MAINTENANCE ACCESS EASEMENT
(OA)	OVERALL
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL
R.O.W.	RIGHT OF WAY
S.F.	SQUARE FEET
S.L.T.M.	SMALL LOT TENTATIVE MAP
( )	DENOTES RECORD INFORMATION
(1)	SHEET NUMBER

N

0 150' 300' 600'
SCALE IN FEET

BASIS OF BEARINGS:

THE BEARING N 88°55'34" W , AS SHOWN ALONG THE NORTH BOUNDARY AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192" FILED FOR RECORD ON NOVEMBER, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

(1) 22 RS 135
(2) EE MAPS 6
(3) EE MAPS 33
(4) DN 2018-0008016

LINE TABLE

#	BEARING	LENGTH
L1(1)(3)	N00°11'16"W	171.92'
L2(1)(3)	N09°07'22"W	18.39'
L3(1)(3)	N36°14'35"W	275.76'
L4(1)(3)	N36°36'24"W	157.05'
L5(1)(3)	N55°47'35"W	223.87'
L6(1)(3)	N49°30'58"W	67.92'
L7(1)(3)	N29°12'09"W	147.49'
L8(1)(3)	N35°59'17"W	111.83'
L9(1)(3)	N53°39'22"W	193.94'
L10(1)(3)	N66°12'56"W	111.62'
L11(1)(3)	N73°56'55"W	69.64'
L12(1)	N87°15'49"E	125.83'
L13(1)	N87°15'49"E	29.14'
L14(1)	N89°39'56"E	59.57'
L15(1)	N26°11'00"W	65.03'
L16(1)	N84°17'15"W	32.90'
L17(1)	N72°13'16"W	60.42'

LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
1	KT-50	KT-50
2	KT-80A	KT-80A
3	KT-60	KT-60
4	KT-1A	KT-1A
5	KT-1B	KT-1B
6	KT-20	KT-20
7	KT-51	KT-51
8	KT-30	KT-30
9	KT-80B	KT-80B
10	KT-21A	KT-21A
11	KT-21B	KT-21B
12	KT-61	KT-61
13	KT-52	KT-52

FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063959, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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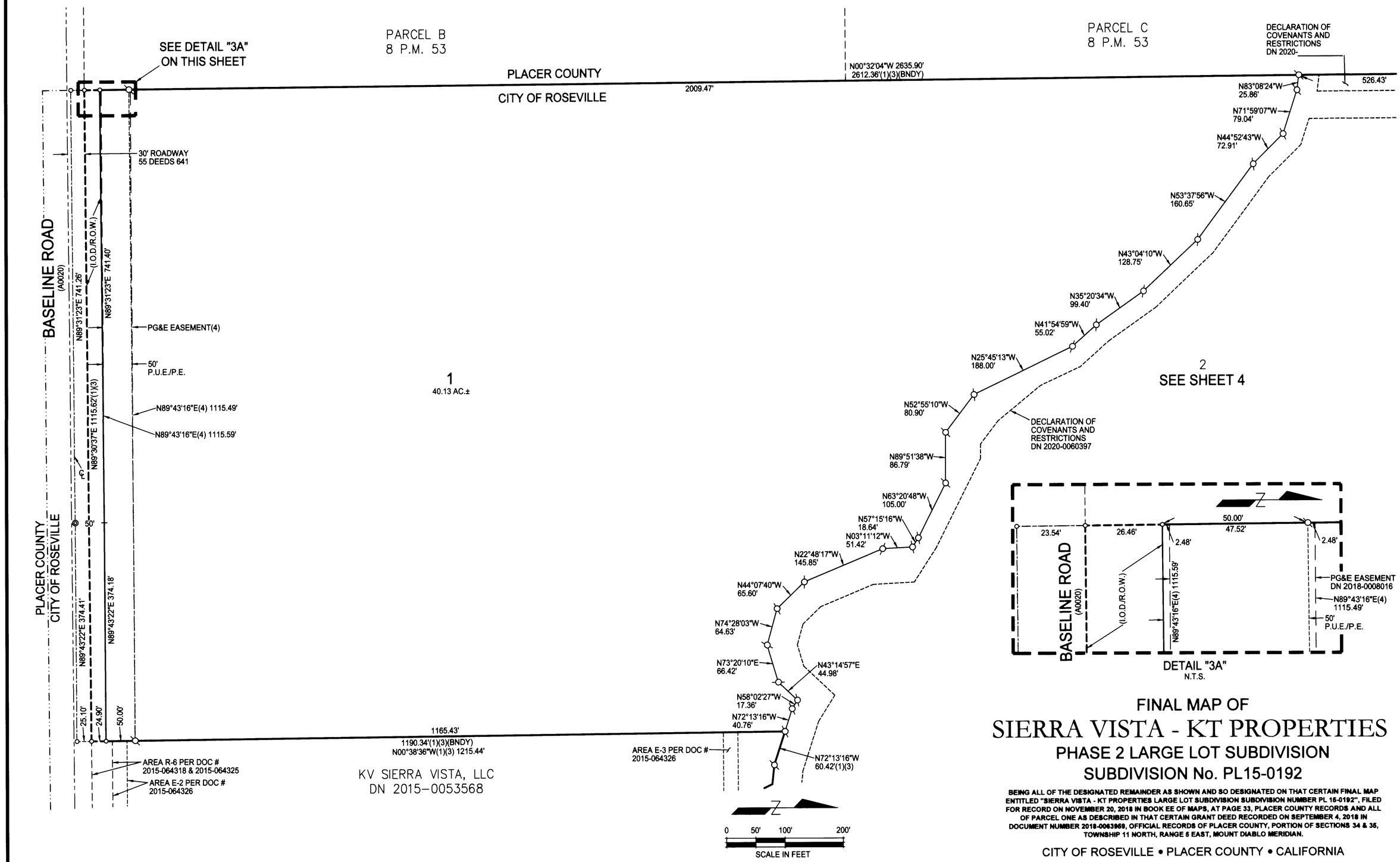
(916) 366-3040 Fax (916) 366-3303

SEPTEMBER 2020

SHEET 2 OF 9 7310.024



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063959, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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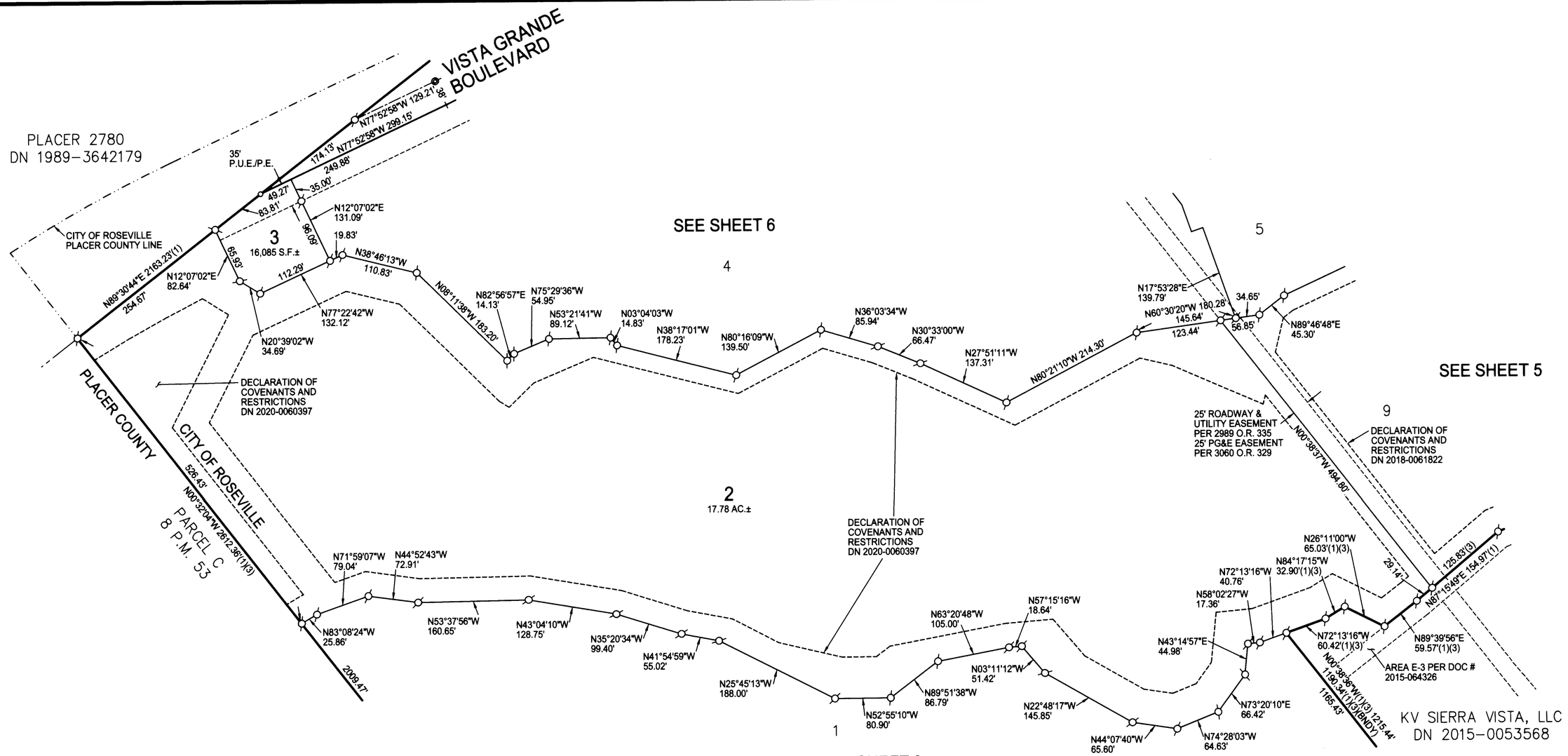
SEPTEMBER 2020

SHEET 3 OF 9 7310.024



SEE SHEET 3

FINAL MAP OF

SIERRA VISTA - KT PROPERTIES

PHASE 2 LARGE LOT SUBDIVISION

SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063969, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

0 50' 100' 200'

SCALE IN FEET

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
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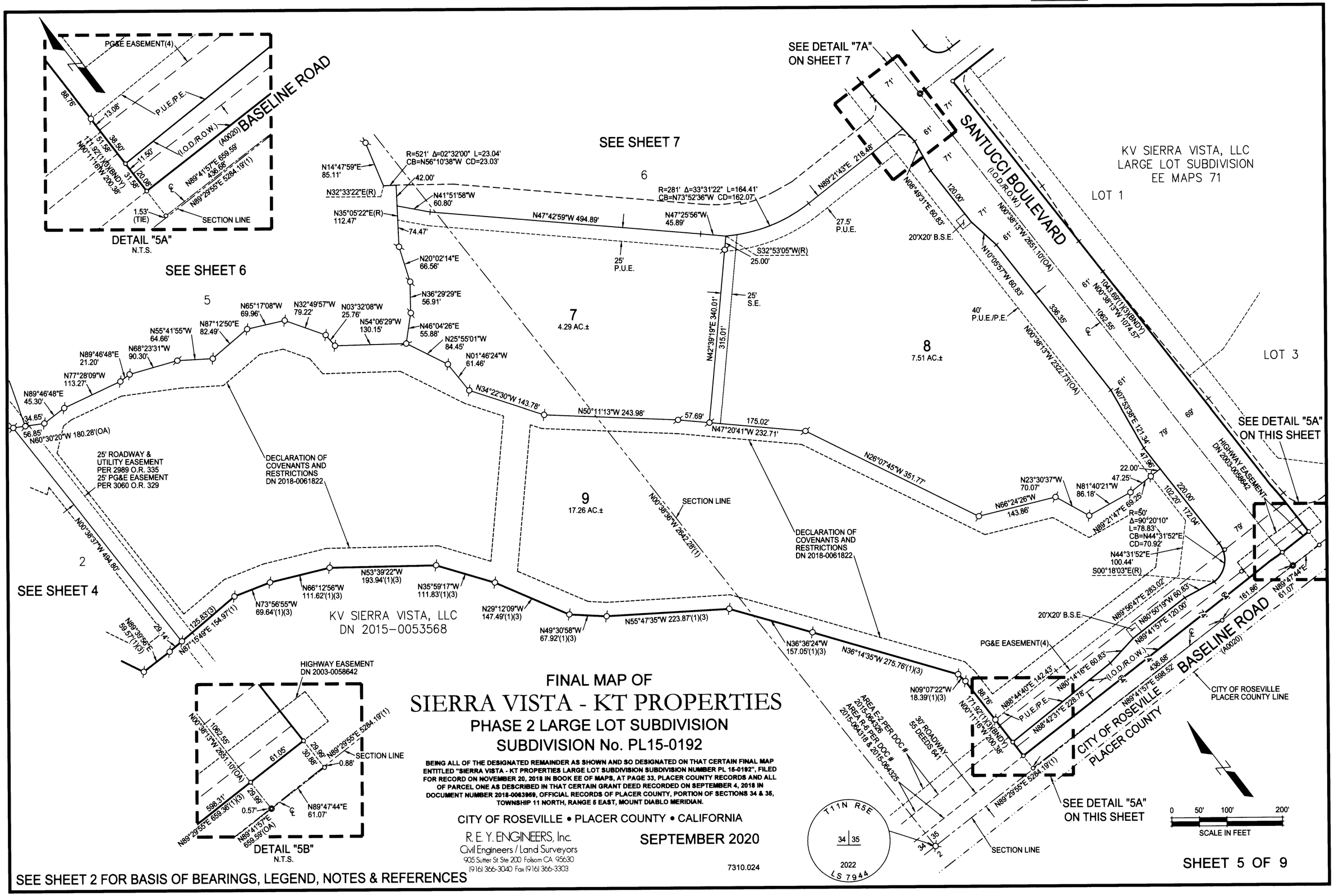
SHEET 4 OF 9

7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES



FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063959, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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PLACER 2780
DN 1989-3642179

PILLBOX ENTERPRISES LP
DN 2017-0028706

MOURIER INVESTMENTS, LLC
DN 2007-0076354

LOT A
21,991 S.F.±

CITY OF ROSEVILLE
PLACER COUNTY LINE

S10°52'00"W(R)

N89°30'44"E 2163.23'(1)

AREA R-1 PER DOC #
2015-064321 & 2015-064331

N88°55'34"E 2690.57'(1)(3)

83.81' 49.27' 174.13' 176.27' 940.84' 397.91' 533.50' 358.17'

35.00' N77°52'58"W 299.15' 249.88' N84°53'41"E 789.08' 68.00'

N01°04'26"W(R) 35.00'

CB=N87°07'09"W CD=545.17'
R=1962' Δ=15°58'19" L=546.94'
R=2000' Δ=17°13'21" L=601.17'
CB=N86°29'39"W CD=598 91'
R=2038' Δ=12°33'32" L=446.72'
CB=N84°09'44"W CD=445.82'

VISTA GRANDE BOULEVARD (I.O.D./R.O.W.)

664.55'
614.55'

R=2000' Δ=04°01'53" L=140.72'
CB=N86°54'38"E CD=140.69'
R=1962' Δ=04°01'53" L=138.05'
CB=N86°54'38"E CD=138.02'

3

96.09' N12°07'02"E 131.09'

112.29' 19.83'

N77°22'42"W 132.12'(OA)

N38°46'13"W 110.85'

35'
P.U.E./P.E.

N85°25'13"W 91.21'

R=2048' Δ=02°07'15" L=75.81'
CB=N85°57'18"E CD=75.80'

74.52'

SEE DETAIL "6A"
ON THIS SHEET

T11N R5E
1/4
34 | 35
2022
LS 7944

N00°38'13"W 722.30'

SEE SHEET 7

4
14.08 AC.±

N38°11'38"W 183.20'

N82°56'57"E 14.13'

N75°29'36"W 54.95'

N53°21'41"W 89.12'

N03°04'03"W 14.83'

N38°17'01"W 178.23'

N80°16'09"W 139.50'

N36°03'34"W 85.94'

N30°33'00"W 66.47'

2

SEE SHEET 4

DECLARATION OF
COVENANTS AND
RESTRICTIONS
DN 2020-0060397

N27°51'11"W 137.31'

N80°21'10"W 214.30'

N60°30'20"W 180.28'

145.64'

123.44'

34.65'

56.85'

N00°38'37"W 494.80'(OA)

5
19.56 AC.±

N00°38'13"W 556.17'

25' ROADWAY &
UTILITY EASEMENT
PER 2989 O.R. 335
25' PG&E EASEMENT
PER 3060 O.R. 329

N17°53'28"E 42.00'

N72°06'32"W 17.61'

N17°53'28"E 139.79'

N89°46'48"E 45.30'

N77°28'09"W 113.27'

N89°46'48"E 21.20'

N68°23'31"W 90.30'

N55°41'55"W 64.66'

N87°12'50"E 82.49'

N65°17'08"W 69.96'

N32°49'57"W 79.22'

N03°32'08"W 25.76'

N54°06'29"W 130.15'

N36°29'29"E 56.91'

N46°04'26"E 55.88'

N25°55'01"W 84.45'

DECLARATION OF
COVENANTS AND
RESTRICTIONS
DN 2018-0061822

9

7

6

N00°06'07"E 59.19'

N04°04'51"E 49.29'

N08°08'42"E 49.29'

N12°01'03"E 44.64'

SECTION LINE

N14°47'59"E 85.11'

R=521'
Δ=02°32'00"
L=23.04'
CB=N56°10'38"W
CD=23.03'

N32°33'22"E(R)

N35°05'22"E(R) 112.47'

38.00'

74.47'

N41°51'58"W 60.80'

N20°02'14"E 66.56'

25'
P.U.E.

SEE SHEET 5

N73°35'05"E 50.99'

664.55'

614.55'

74.52'

50.00'

R=31' Δ=90°00'00" L=48.69'
CB=N39°53'41"E CD=43.84'

R=31' Δ=90°00'00" L=48.69'
CB=N50°06'19"W CD=43.84'

N84°53'41"E 4.00'

N05°06'19"W 82.00'

N05°06'19"W 166.00'

N84°53'41"E 4.00'

N05°06'19"W 156.00'

(I.O.D./R.O.W.)

R=22' Δ=90°00'00" L=34.56'
CB=N39°53'41"E CD=31.11'

N05°06'19"W 42.00'

N05°27'00"W 21.00'

45.13'

22.87'

N84°53'41"E 68.00'

DETAIL "6A"
N.T.S.

N

0 20' 40' 80'

SCALE IN FEET

FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063969, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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SEPTEMBER 2020

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Civil Engineers / Land Surveyors
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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

SEE SHEET 6

SEE SHEET 5

SEE DETAIL "7A" ON THIS SHEET

SEE SHEET 9

SEE SHEET 8

5

6
24.94 AC.±

7

8

10

11

N35°05'22"E(R) 112.47'
N32°33'22"E(R)
74.47'
N41°51'58"W 60.80'
38.00'
N14°47'59"E 85.11'
N12°01'03"E 44.64'
N04°04'51"E 49.29'
R=521' Δ=02°32'00" L=23.04' CB=N56°10'38"W CD=23.03'
N08°08'42"E 49.29'
N00°06'07"E 59.19'
N53°08'46"W 84.11'
N00°38'13"W 722.30'
R=1962' Δ=04°01'53" L=138.05' CB=N86°54'38"E CD=138.02'(OA)
R=2000' Δ=04°01'53" L=140.72' CB=N86°54'38"E CD=140.69'(OA)
N01°04'26"W(R) 35.00'
38'
68.00'
(I.O.D./R.O.W.)
N84°44'01"W 90.55'
358.17'
25' P.U.E./P.E.
150.17'
N88°55'34"E 654.42'
N77°36'58"E 50.99'
16.06'
38'
2690.57'(3)
N88°55'34"E(1)
VISTA GRANDE BOULEVARD
N86°18'37"W 120.42'
48'
220.00'
467.81'
AREA R-1 PER DOC # 2015-064321 & 2015-064331
MOURIER INVESTMENTS, LLC DN 2007-0076354
N45°51'20"W 98.62'
R=50' Δ=90°26'13" L=78.92' CB=N45°51'19"W CD=70.98'
N89°21'47"E(R)
N08°49'31"E 60.83'
20'X20' B.S.E.
48'
25' P.U.E.
N47°42'59"W 494.89'
N47°42'59"W 456.29'
(I.O.D./R.O.W.)
N47°25'56"W 45.89'
N42°39'19"E 340.01'(OA)
312.14'
27.87'
S32°53'05"W(R)
R=281' Δ=33°31'22" L=164.41' CB=N73°52'36"W CD=162.07'
27.5' P.U.E.
R=223' Δ=17°30'11" L=68.12' CB=N56°28'05"W CD=67.86'
N24°46'50"E(R) 5.00'
R=228' Δ=16°10'26" L=64.36' CB=N73°18'23"W CD=64.15'
N81°23'36"W 37.11'
N89°21'43"E 218.48'
N89°21'43"E 180.25'
40' P.U.E./P.E.
N00°38'13"W 2322.73'(OA)
220.00'
N04°07'36"E 120.42'
382.50'
N12°00'57"W 50.69'
N05°42'12"E 90.55'
120.00'
N10°05'57"W 60.83'
186.95'
120.00'
61' 71'
N00°38'13"W 2651.10'(OA)
1557.99'
(N00°38'13"W 980.26'(2)
1062.55'
630.12'
SANTUCCI BOULEVARD
(I.O.D./R.O.W.)
LOT 1
KV SIERRA VISTA, LLC LARGE LOT SUBDIVISION EE MAPS 71
SIERRA VILLAGE DRIVE
LOT 21
FEDERICO LARGE LOT FINAL MAP EE MAPS 6

190.25'
28.23'
R=31' Δ=79°47'48" L=43.17' CB=N50°44'23"W CD=39.77'
25.61'
5.51'
81.32'
N05°44'21"W 112.45'
(I.O.D./R.O.W.)
R=31' Δ=89°59'56" L=48.69' CB=N44°21'45"E CD=43.84'
DETAIL "7A"
N.T.S.

0 50' 100' 200'
SCALE IN FEET

FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063959, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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SEPTEMBER 2020

SHEET 7 OF 9 7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

FEDERICO LARGE LOT FINAL MAP EE
MAPS 6

SILVER SPRUCE DRIVE

LOT 21

LOT 22

VISTA GRANDE BOULEVARD

P.U.E./P.E.(2)

(I.O.D./R.O.W.)(2)

(N00°38'13"W 980.26')(2)

N88°55'34"E(1)(2)(3) 2690.57'(3)(BNDY)
1139.82'(2)

(N01°04'26"W)
(115.45')(2)

724.77'

38.00'(3)

25.00'(3)

467.81'

120.00'

N81°36'42"W 60.83'

10.35'

118.91'

N84°43'43"W 90.48'

117.99'

N86°18'37"W 120.42'

220.00'

N77°41'05"E 51.30'

N79°27'50"E 60.83'

20'X20' B.S.E.

N01°04'26"W(R)

R=50' Δ=89°33'47" L=78.16'
CB=N44°08'41"E CD=70.44'

N44°08'40"E 99.37'

N88°55'34"E 1693.59

N83°49'26"E
112.45'

81.32'

664.48'

567.56'

35'
P.U.E.

35'
P.U.E./P.E.

15' S.E.

81.92'

N00°00'00"E 35.01'

15.00'

N88°55'34"E 15.00'(3)

N00°00'00"E 35.01'

SEE DETAIL "8A"
ON THIS SHEET

N01°04'26"W 223.26'

195.03'

S80°44'18"W(R)

R=981' Δ=07°36'13" L=130.18'
CB=N13°03'49"W CD=130.09'

12
12.08 AC.±

25'
P.U.E.

15' S.E.(3)

828.22'
803.22'

SEE SHEET 7

SANTUCCI BOULEVARD
(I.O.D./R.O.W.)

N00°38'13"W 2651.10'(OA)

10
19.58 AC.±

N04°07'36"E 120.42'

N00°38'13"W 1384.76'(OA)

220.00'

357.48'

307.24'

40'
P.U.E./P.E.

346.37'

397.07'

N16°51'55"W 498.94'(OA)
489.36'

R=31' Δ=90°26'13" L=48.93'
CB=N45°51'19"W CD=44.01'

N01°04'26"W(R)
4.00'

N88°48'14"W 42.02'

S89°21'47"W(R)

R=22' Δ=90°26'13" L=34.73'
CB=N45°51'19"W CD=31.23'

N88°55'34"E
71.96'

50.24'

S88°09'28"E(R)

R=22'
Δ=87°05'02"
L=33.44'
CB=N45°23'03"E
CD=30.31'

N88°55'34"E 318.28'

N85°15'51"E 42.33'

N86°56'40"W(R)

R=22' Δ=94°07'46" L=36.14'
CB=N44°00'33"W CD=32.21'

N88°55'34"E 579.73'

N73°08'05"E(R) 42.00'

R=22' Δ=105°47'29" L=40.62'
CB=N36°01'49"E CD=35.09'

N18°37'22"W(R)

50.89'

137.85'

64.12'

N00°00'00"E 1299.09'(3)

N00°00'00"W 1299.21'(3)

N00°38'17"W 1584.18'(3)

LOT 5
SIERRA VISTA – KT PROPERTIES
LARGE LOT SUBDIVISION
EE MAPS 33

1557.99'

N89°21'47"E(R)

R=22' Δ=89°33'47" L=34.39'
CB=N44°08'41"E CD=30.99'

N88°55'34"E 1173.50'

(I.O.D./R.O.W.)

R=250' Δ=17°32'56" L=76.57'
CB=N80°09'06"E CD=76.27'

26.04'

9.47'

502.96'

N89°21'43"E 529.00'

R=919' Δ=16°13'38" L=260.28'
CB=N08°45'06"W CD=259.41'(OA)

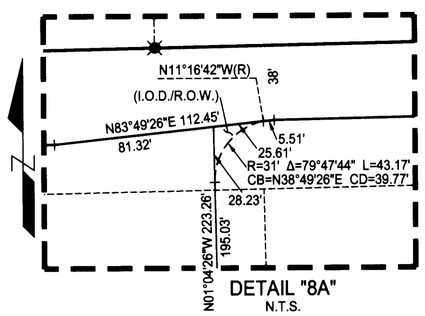
11

13

SEE SHEET 9

N

0 20' 40' 80'
SCALE IN FEET



FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

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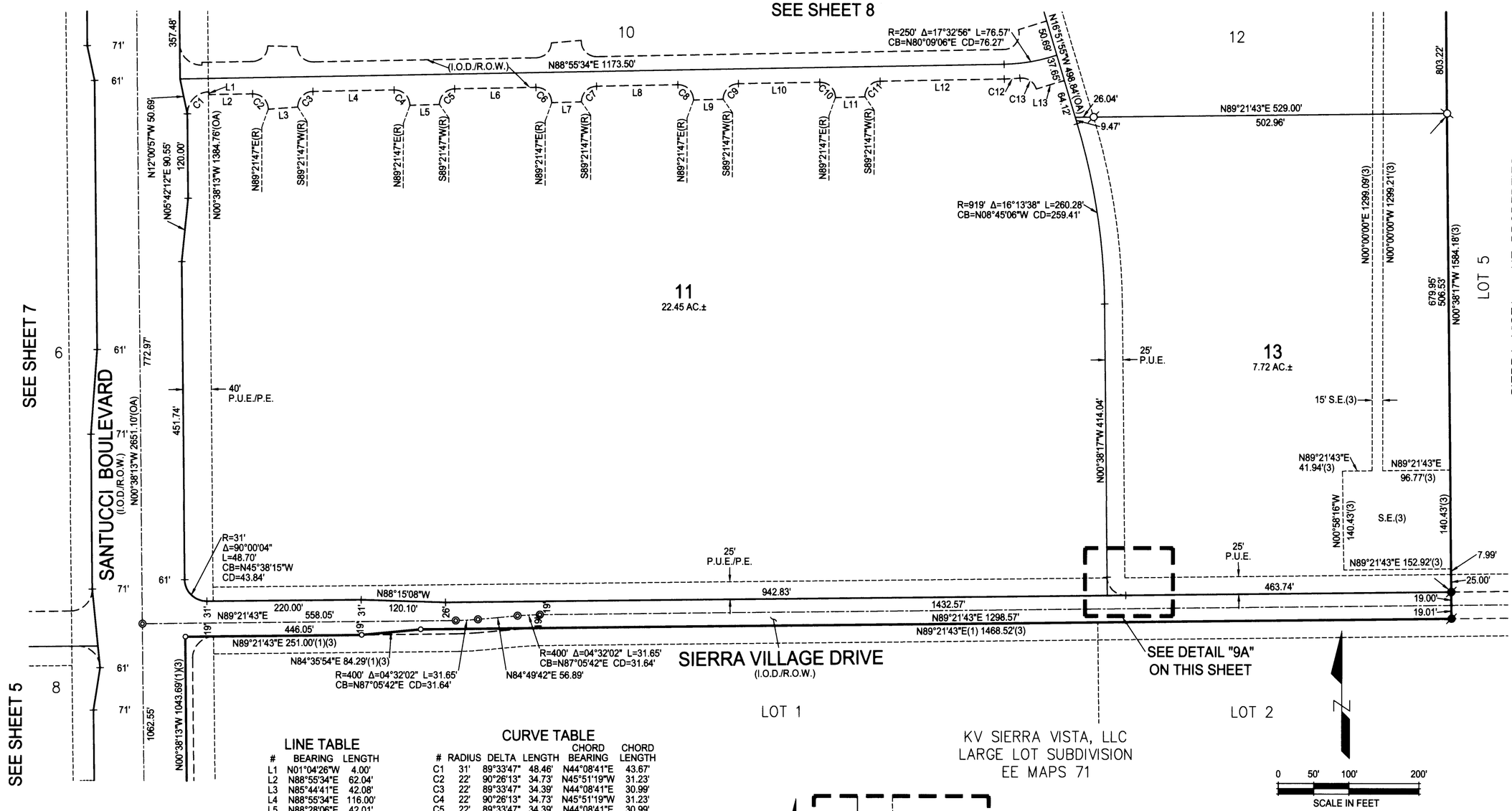
SEPTEMBER 2020

SHEET 8 OF 9 7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

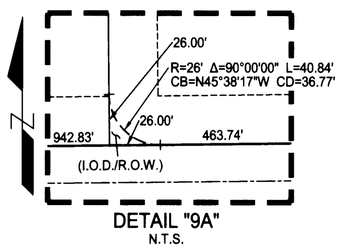


LINE TABLE

#	BEARING	LENGTH
L1	N01°04'26"W	4.00'
L2	N88°55'34"E	62.04'
L3	N85°44'41"E	42.08'
L4	N88°55'34"E	116.00'
L5	N88°28'06"E	42.01'
L6	N88°55'34"E	116.00'
L7	N88°28'06"E	42.01'
L8	N88°55'34"E	116.00'
L9	N88°28'06"E	42.01'
L10	N88°55'34"E	116.00'
L11	N88°28'06"E	42.01'
L12	N88°55'34"E	176.80'
L13	N73°08'05"E	42.00'

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31'	89°33'47"	48.46'	N44°08'41"E	43.67'
C2	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C3	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C4	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C5	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C6	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C7	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C8	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C9	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C10	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C11	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C12	271'	04°42'24"	22.26'	N86°34'22"E	22.26'
C13	22'	78°54'55"	30.30'	N56°19'23"W	27.96'



DETAIL "9A"
N.T.S.

FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063969, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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SEPTEMBER 2020

SHEET 9 OF 9 7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

Bond No. LICX1200329-M
Premium $Included in Performance Bond

MAINTENANCE BOND
GUARANTEE AND WARRANTY SECURITY

(Project: Sierra Vista Phase II - Baseline Road and Watt Avenue (PL 13-0096))

WHEREAS, the City of Roseville ("CITY") and **Sierra Vista Communities, LLC** ("PRINCIPAL") have entered into a Construction Contract (AGREEMENT") by which PRINCIPAL agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of one year following its completion and acceptance, which agreement, dated **October 1**, 2021, and identified as **Sierra Vista Phase II - Baseline Road and Watt Avenue (PL13-0096)**

(Name of Project)

is hereby referred to and made a part hereof; and

WHEREAS, said PRINCIPAL is required under the terms of said AGREEMENT to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of said AGREEMENT; and

NOW, THEREFORE, we, the PRINCIPAL and **Lexon Insurance Company** a **Texas**, admitted and duly authorized to transact business under the laws of the State of California, as Surety ("SURETY"), are held and firmly bound unto the CITY in the penal sum of **One Hundred Thousand and No/100** dollars ($ **100,000.00**), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect SURETY'S obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. The SURETY hereby waives the provisions of Section 2819 of the Civil Code.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 1st day of December, 2025.

PRINCIPAL: Sierra Vista Communities, LLC, a California limited liability company By: Lennar Homes of California, LLC, a California limited liability company, its Managing Member

BY: _____

PRINT NAME: Larry Gualco

PRINT TITLE: Vice President

AND

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

SURETY: Lexon Insurance Company

BY: Laura E. Sudduth

PRINT NAME: Laura E. Sudduth

PRINT TITLE: Attorney-in-Fact

MAILING ADDRESS:

Lexon Insurance Company
10002 Shelbyville Road, Suite 100
Louisville, KY 40223

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

APPROVED AS TO FORM:

BY: _____
City Attorney

[E:\bonds\maintenance bond.docx; 4/21/2016]

ACKNOWLEDGMENT

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

State of California
County of Placer)

On December 2 , 2025 before me, Jessica D. Granzella, Notary Public,
(Insert name and title of the officer)

personally appeared LARRY GUALCO,
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)**

JESSICA D. GRANZELLA
Notary Public - California
Placer County
Commission # 2423365
My Comm. Expires Oct 24, 2026

State of Texas
County of Harris } ss:

On December 1, 2025, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Laura E. Sudduth

known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires January 25, 2026

Amanda R Turman-Avina

Amanda R Turman-Avina Notary Public

NOTARY PUBLIC STATE OF TEXAS
AMANDA R TURMAN-AVINA
Notary ID #124048654
My Commission Expires
January 25, 2026

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

2640

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: Laura E. Sudduth of Houston TX

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public – My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

   and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 1st day of December, 20 25.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

CALIFORNIA DEPARTMENT OF INSURANCE

- Company Profile
  - Company Search
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COMPANY PROFILE

Company Information

LEXON INSURANCE COMPANY

12890 LEBANON ROAD
MOUNT JULIET, TN 37216
800-444-6870

Old Company Names **Effective Date**

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	13307
California Company ID #:	5113-6
Date Authorized in California:	06/02/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	TEXAS

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NAIC Group List

NAIC Group #: 3219 Sompo Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

SURETY

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City Council Communication

Meeting Date: 1/21/2026
Item #: VII.19
File #: 0503-02
Item ID: 2025-932

Title:	Fair Political Practices Commission Model Conflict of Interest Code Update
Contact:	Helen Dreyer hdreyer@roseville.ca.us

SUMMARY

Staff recommends that the City Council adopt a resolution amending the Fair Political Practices Commission Model Conflict of Interest Code and Repealing Resolution No. 24-018.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution amending the Fair Political Practices Commission Model Conflict of Interest Code and Repealing Resolution No. 24-018.

BACKGROUND

The Fair Political Practices Commission (FPPC) requires local government agencies to adopt and implement a conflict of interest code that establishes categories of public officials and employees who must disclose their personal financial interests. Filing the Statement of Economic Interest (Form 700) enables the organization to identify potential conflicts, so that government officials and employees can refrain from making or participating in government decisions that have a reasonably foreseeable material financial effect on their personal interests. The California Government Code requires each local agency to review its code at least every even-numbered year to accurately reflect required filers of Form 700 as designated by the City Attorney. Council adopted the last update in January 2024.

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. Updates to the City's Conflict of Interest Code 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,
Helen Dreyer, Assistant City Clerk

Carmen Avalos, City Clerk

ATTACHMENTS:

1. Resolution 26-016
2. APPENDIX I
3. APPENDIX II

REVIEWERS:

Helen Dreyer, City Clerk Department	Created/Initiated - 1/8/2026
Helen Dreyer, City Clerk Department	Approved - 1/8/2026
Carmen Avalos, City Clerk Department	Approved - 1/8/2026
Kelly Aye, City Attorney Department	Approved - 1/9/2026
Katrina Six, City Clerk Department	Approved - 1/9/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/9/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/9/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/9/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/12/2026
Katrina Six, City Clerk Department	Final Approval - 1/13/2026

RESOLUTION NO. 26-016

AMENDING THE FAIR POLITICAL PRACTICES COMMISSION MODEL CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 24-018

WHEREAS, the Political Reform Act of 1974, as amended (“the Act”) (California Government Code §81000 et seq.) requires in Government Code §87300 that each agency subject to the Act, including the City of Roseville, adopt a local Conflict of Interest Code ("the Code"); and

WHEREAS, the Act provides in §87302 that each such local Conflict of Interest Code shall designate positions within each agency subject to the Code and further designate the types of reportable interests which must be disclosed by such designated employees; and

WHEREAS, the Fair Political Practices Commission in administering the Act has adopted a regulation (California Code of Regulations Title 2, §18730) which permits agencies subject to the Act to adopt by reference a standard Conflict of Interest Code developed by the Fair Political Practices Commission. Therefore, the terms of California Code of Regulations Title 2, §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference; and

WHEREAS, any designated board or commission member or designated employee who fails to timely file a required statement of economic interest is subject to a fine in accordance with the provisions of the Political Reform Act of 1974, together with any other penal or remedial measure authorized by that Act; and

WHEREAS, when the board or commission member’s failure to file persists for more than thirty (30) days after the final filing date, the City Clerk will forthwith notify the member that he or she is disqualified from any participation in the meetings or other activities of the board or commission, until the member both files the required statement of economic interests and pays any fines associated with the failure to file. If the member’s failure to file and/or pay the associated fine persists for more than sixty (60) days after the final filing date, the member shall be removed from the board or commission by Council action; and

WHEREAS, by Resolution No. 24-018, the City of Roseville has previously adopted said standard code; and

WHEREAS, the City Council now desires to amend said standard code to change the list of designated classifications and categories of disclosure required.

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

1. Pursuant to the provisions of California Government Code §87300 et seq., and the California Code of Regulations Title 2, §18730, the Council hereby readopts the terms of a standard Conflict of Interest Code of the Fair Political Practices Commission, as such Code currently exists or may hereafter be amended, as the local Conflict of Interest Code of the City of Roseville.
2. Said Code shall apply and be applicable to those persons in the classified or unclassified service of the City of Roseville as listed in Appendix “I”, attached hereto. Each designated board or commission member or designated employee in each designated classification shall be assigned to a disclosure category also set forth in Appendix “I”.
3. Each designated board or commission member or designated employee in each designated

classification, as listed in Appendix “I”, shall report as required by the Code, all reportable interests for his or her particular disclosure category as shown in Appendix “II”, attached hereto and as required by the Code.

BE IT FURTHER RESOLVED, that each designated employee in the Code shall be required to comply with AB 1234 ethics training requirements and failure to comply may result in disciplinary action; and

BE IT FURTHER RESOLVED, that all board and commission members shall be required to comply with AB 1234 regarding ethics training requirements and failure to comply shall result in removal from the board or commission; and

BE IT FURTHER RESOLVED, that all board and commission members shall be required to comply with AB 1661 regarding sexual harassment prevention training requirements and failure to comply shall result in removal from the board or commission; and

BE IT FURTHER RESOLVED, that all appropriate employees, elected or appointed officials, and agents shall be required to comply with SB 827 regarding fiscal and financial training requirements and failure to comply shall result in disciplinary action; and

BE IT FURTHER RESOLVED, that the City Clerk is directed to act as Filing Officer for all designated filers, and shall be responsible for the administration of the Conflict of Interest Code; and

BE IT FURTHER RESOLVED, that Resolution No. 24-018 (adopted January 17, 2024) is hereby repealed.

PASSED AND ADOPTED by the Council of the City of Roseville this 21st day of January 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

APPENDIX I

CLASSIFICATION	DESIGNATED CATEGORY
Accounting Manager	2
Administrative Analyst	3
Alternative Transportation Manager	2
AMI Project Manager	3
Assistant Building Official	2
Assistant City Attorney	1
Assistant City Clerk	1
Assistant City Manager	1
Assistant Development Services Director	1
Assistant Electric Analyst	3
Assistant Electric Utility Director	1
Assistant Engineer	3
Assistant Environmental Utilities Director	1
Assistant Finance Director	1
Assistant Fire Chief	1
Assistant Human Resources Director	1
Assistant Information Technology Director	1
Assistant Planner	3
Assistant Public Works Director	1
Assistant Transportation Planner	3
Associate Electric Analyst	3
Associate Engineer	3
Associate Planner	3
Associate Transportation Planner	3
Billing Services Manager	2
Boards and Commissions	1
Design Committee	
Economic Development Advisory Committee	
Grants Advisory Commission	
Public Utilities Commission	
Transportation Commission	
Budget Analyst	3
Budget Manager	2
Building Inspector	3
Building Official	2
Building Plans Examiner	3
Building Plans Examiner Supervisor	3
Business Systems Analyst	3
Business Systems Supervisor	3
Buyer	3
Chief Information Officer	1
City Clerk	1
City Engineer	2
Code Enforcement Inspector	3
Code Enforcement Supervisor	3
Community Relations Analyst	3
Construction Inspection Superintendent	3
Construction Inspection Supervisor	3

Construction Inspector	3
Crime Analyst	3
Crime Analyst Supervisor	3
Cultural Arts Supervisor	3
Customer Care Manager	2
Database Analyst	3
Database Supervisor	3
Data Management System Administrator	3
Department Public Information Officer	3
Deputy City Attorney	1
Deputy City Manager	1
Development Analyst	3
Development Services Business Analyst	3
Development Services Business Systems Administrator	3
Development Services Director	1
Development Services Manager	2
Digital Content Analyst	3
Economic Development Analyst	3
Economic Development Director	1
Economic Development Manager	3
Economic Development Project Manager	3
Electric Compliance Analyst	3
Electric Economic Development and Partnership Manager	3
Electric Operations Manager	2
Electric Operations Supervisor	3
Electric Resources Planner	3
Electric Risk and Compliance Supervisor	3
Electric Technology Systems Administrator	3
Electric Utility Chief Operating Officer	1
Electric Utility Director	1
Electric Utility Financial Administrator	3
EMS Quality Assurance Coordinator	3
Energy Services Account Representative	3
Engineering Manager	2
Environmental Coordinator	2
Environmental Utilities Business Analyst	3
Environmental Utilities Business Services Manager	3
Environmental Utilities Compliance Administrator	3
Environmental Utilities Director	1
Environmental Utilities Operations Superintendent	3
Environmental Utilities Policy and Compliance Manager	3
Environmental Utilities Rate Analyst	3
Environmental Utilities Superintendent	3
ERP Business Analyst	3
ERP Manager	3
Finance Manager	3
Fire & Environmental Safety Inspector	3
Fire & Environmental Inspection Supervisor	2
Fire Battalion Chief	2
Fire Chief	1
Fire Division Chief	2

Fire Plans Examiner	3
Fleet Services Supervisor	3
GIS Analyst	3
Government Relations Administrator	2
Government Relations Representative	3
Housing Analyst	3
Housing Manager	3
Housing Supervisor	3
Human Resources Analyst	3
Human Resources Director	1
Human Resources Manager	3
Industrial Waste Analyst	3
Information Security Administrator	3
Industrial Waste Supervisor	3
Information Technology Supervisor	3
IT Analyst	3
IT Client Services Supervisor	3
IT Programs Manager	2
Junior Engineer	3
Laboratory Analyst	3
Management Analyst	3
Marketing & Communications Analyst	3
Operational Technology and Security Administrator	3
Park Development Analyst	3
Park Development Project Manager	3
Parks & Open Space Superintendent	3
Parks and Open Space Supervisor	3
Parks Planning and Development Manager	3
Parks, Recreation & Libraries Director	1
Parks, Recreation & Libraries Manager	3
Parks, Recreation & Libraries Superintendent	3
Payroll Analyst	3
Permits Supervisor	3
Planning Manager	2
Police Captain	2
Police Chief	1
Police Lieutenant	2
Police Services Administrator	3
Police Social Services Practitioner	3
Police Social Services Supervisor	3
Power Engineer	3
Power Generation Superintendent	3
Power Plant Engineer	3
Power Plant Operations & Maintenance Supervisor	3
Power Supply & Portfolio Administrator	3
Principal Engineer	2
Principal Planner	2
Principal Power Engineer	2
Principal Power Plant Engineer	2
Process Engineer	3
Project Coordinator	3

Project Supervisor	2
Public Affairs and Communications Manager	2
Public Works Director	1
Public Works Manager	3
Purchasing Supervisor	2
Purchasing & Warehouse Manager	2
Refuse Superintendent	3
Refuse & Stormwater Manager	2
Risk Manager	3
Roseville Community Development Corp. CEO	1
Security Architect	2
Senior Building Inspector	3
Senior Building Plans Examiner	3
Senior Business Systems Analyst	3
Senior Buyer	3
Senior Construction Inspector	3
Senior Database Analyst	3
Senior Deputy City Attorney	1
Senior Development Services Business Analyst	3
Senior Electric Business Analyst	3
Senior Electric Technology Systems Analyst	3
Senior Energy Services Account Representative	3
Senior Engineer	2
Senior Environmental Utilities Business Analyst	3
Senior GIS Analyst	3
Senior Human Resources Analyst	3
Senior IT Analyst	3
Senior Laboratory Analyst	3
Senior Park Development Project Manager	2
Senior Planner	2
Senior Power Engineer	3
Senior Power Plant Engineer	3
Senior Utility Billing Analyst	3
Streets Maintenance Superintendent	3
Systems Architect	2
Utility Billing Analyst	3
Utility Billing and Field Services Supervisor	3
Utility Customer Service Supervisor	3
Utility Exploration Center Supervisor	3
Transit Operations Supervisor	3
Transportation Grants Analyst	3
Utility Government Relations Administrator	3
Wastewater Treatment Plant Chief Operator	3
Water Distribution Superintendent	3
Water Distribution Supervisor	3
Water Quality Lab Supervisor	3
Waste Services Field Enforcement Inspector	3
Water Treatment Plant Chief Operator	3

*Consultants to be determined on a case-by-case basis by the City Attorney

**87200 Filers: City Council, Planning Commission, City Manager, City Attorney, Chief Financial Officer, Finance Director, Consultants (as determined by City Attorney)

APPENDIX II

The types of economic interests that must be reported for each category are listed in the following chart. Letter designations of reportable interests correspond to applicable reporting schedules for Form 700.

Schedule	Category 1	Category 2	Category 3
A-1 Investments (less than 10% ownership)	x	x	
A-2 Investments (greater than 10% ownership)	x	x	
B Real Property	x	x	x
C Income, Loans, and Business Positions	x		
D Income – Gift	x	x	x
E Income – Travel Payments	x	x	

Disclosure Categories

There are three (3) disclosure categories for designated employees listed in Appendix I. Classification within one of the three categories is based upon the category descriptions as follows:

Category 1
Employees with a high level of decision-making authority. This category includes department heads and those employees in secondary levels of management involved in the land use, development, or contracting processes. Also included are selected employees with substantial responsibility in the area of construction of public facilities such as buildings and roads or employees involved in a broad spectrum of activities.

Category 2
Employees involved in the land use, development, or contracting processes who are not listed in Category 1 but provide significant services in the form of analysis and advice to decision makers.

Category 3
Employees generally uninvolved in the land use, development, or contracting processes but who provide significant services in the form of analysis and advice to decision makers.

City Council Communication

Meeting Date: 1/21/2026
Item #: VII.20
File #: 0800-02
Item ID: 2025-893

Title:	Second Reading - Backflow Prevention Inspection and Cross-Connection Control - Municipal Code Amendment
Contact:	Rachel Tooker 916-746-1712 rtooker@roseville.ca.us

SUMMARY

Staff recommends approval of a second reading of an ordinance amending Chapter 14.10 of the Roseville Municipal Code, which prescribes regulations governing Backflow Prevention and Cross-Connection Control.

RECOMMENDATION

Staff recommends approval of a second reading of an ordinance amending Chapter 14.10 of the Roseville Municipal Code, which prescribes regulations governing Backflow Prevention and Cross-Connection Control.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

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 7027

REVIEWERS:

Katrina Six, City Clerk Department

Created/Initiated - 12/23/2025

Katrina Six, City Clerk Department	Approved - 12/23/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/5/2026
Katrina Six, City Clerk Department	Final Approval - 1/5/2026

ORDINANCE NO. 7027

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING CHAPTER 14.10 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING BACKFLOW PREVENTION INSPECTION AND CROSS-CONNECTION CONTROL

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 14.10 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

CHAPTER 14.10

BACKFLOW PREVENTION INSPECTION AND CROSS-CONNECTION CONTROL

§ 14.10.010. Purpose.

The city council finds and declares that the purpose of this chapter is as follows:

A. To protect the public potable water supply of City of Roseville from the possibility of contamination or pollution by isolating within the customer's internal distribution system(s) or the customer's private water system(s) such contaminants or pollutants that could backflow into the public water system; and,

B. To promote the elimination or control of existing cross connections, actual or potential, between the customer's in-plant potable water system(s) and nonpotable water systems, plumbing fixtures, and industrial piping systems.

C. To ensure that the city can enforce its Cross Connection Control Plan, as may be amended from time to time.

§ 14.10.020. Definitions.

The following words are defined for purposes of this chapter as follows:

"Backflow prevention assembly" means a mechanical assembly designed and constructed to prevent backflow, such that while in-line it can be maintained and its ability to prevent backflow, as designed, can be field tested, inspected and evaluated.

"Backflow prevention assembly tester" means a person who is certified by the city to perform testing of backflow prevention assemblies owned by customers of the city and who has completed training and holds a current certification from the California-Nevada Section of the American Water Works Association. To maintain city certification, a backflow prevention assembly tester shall continually demonstrate competency in performing tests on backflow prevention devices to the director's or their designee's satisfaction.

"Backflow prevention inspection fund" means that special interest-bearing fund established pursuant to Section 14.10.040.

"Cross-connection" means any actual or potential connection or structural arrangement between the city's potable water system, including a piping system connected to the city's potable water system and located on the premises of a water user or available to the water user, and any source or distribution system containing liquid, gas, or other substances within a customer's premises and/or customer's water system which is not from an approved potable water supply. Bypass arrangements, jumper connections, removable sections, swivel and changeover devices, or other devices through which backflow or back-siphonage could occur, shall be considered to be cross-connections.

“Cross-Connection Control Plan” means the plan to provide guidance on the City of Roseville’s expectations for cross-connection control and backflow prevention, as required by State law. The Cross-Connection Control Plan may be amended from time to time.

“Customer” means any water user, property owner with water infrastructure, or utility account holder and can be used interchangeably with water user.

"Department" means the department of environmental utilities.

"Director" means the director of the department.

“Hazard Assessment” means an evaluation of a user premises designed to evaluate the types and degrees of hazard at a customer’s premises.

"Reinspection fee" means the fee required to be paid upon a finding by an inspector that a backflow prevention assembly is defective or not in compliance with the standards set forth in this chapter and requires retest after repair, replacement, or water shut-off.

§ 14.10.030. Backflow prevention assemblies required.

A. No water service connection to any premises shall be installed unless the water supply is protected as required by this chapter. Newly installed backflow prevention assemblies must receive passing field tests in accordance with the Cross-Connection Control Plan in order for the city to provide continuous water service.

B. In the case of premises having an auxiliary water supply that is not or may not be of safe bacteriological or chemical quality and that is not acceptable to the director or designee as an additional source, the property owner shall protect the public water system against backflow from the premises by installing an approved backflow prevention assembly in the service line.

C. Rights of Access.

    1. The city or city’s authorized agents shall have right of access to the customer’s premises, at all reasonable hours for any purpose related to ensuring backflow prevention and cross-connection control including, but not limited to, hazard assessments, backflow incident response, backflow preventer inspections, and repairs.

2. Service may be refused or disconnected, and/or the customer may be required to install the highest form of backflow protection if a) permanent safe accessibility is not provided by the customer or b) the customer does not furnish information or access required for the City to complete a hazard assessment.

3. Upon termination of service, the city shall have the right of access to the meter box to discontinue water service.

D. The city may inspect the premises of new or existing customers to determine if, in the opinion of the director or designee, such premises may require a backflow prevention assembly. In the case of premises having either: (1) internal cross connections that cannot be permanently corrected and controlled; (2) intricate plumbing and piping arrangements where entry to all portions of the premises is not readily accessible for inspection purposes; or (3) a condition that in the opinion of the director or designee constitutes a hazard to health, the property owner shall protect the public water system against backflow from the premises by installing an approved backflow prevention assembly in the service line.

E. Failure of a customer or property owner to provide for the installation or the upgrading of a required backflow prevention assembly, as specified in subsections B and D of this section, within 30 days following written notification from the city, and for the preservation of the health and safety of the public water supply, the city may temporarily shut off potable water service to the premises and/or customer's system until the customer has installed or upgraded, and tested, an approved assembly to the satisfaction of the director or designee.

F. Any backflow prevention assembly installed or upgraded on a customer's premises shall be and remain the property of the customer.

§ 14.10.040. Establishment and administration of backflow prevention inspection fund.

The finance director is hereby directed to establish a special interest-bearing fund entitled the backflow prevention inspection fund. The owner of property served by the city shall be charged with and shall be responsible for inspection and service fees related to ensuring proper operation of backflow prevention assemblies connected to the water distribution system. All fees collected pursuant to this chapter shall be deposited in the backflow prevention inspection fund and expended solely to finance the program set forth in this chapter.

This fee is allowed under the California State Health and Safety Code, Division 104, Part 12, Article 2, Chapter 5, Section 116805 (d), as may be amended from time to time, that allows water utilities implementing the backflow prevention program to recover their costs to administer the program.

§ 14.10.050. Standards.

A. Backflow prevention assemblies may be installed either by the customer or by city personnel.

B. Backflow prevention assemblies type and installation shall be in compliance with city improvement standards.

C. Backflow prevention assemblies must be of a type approved by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research and must comply with the State of California Cross-Connection Control Policy Handbook, as may be amended from time to time. Where there is a conflict between the city improvement standards, University of Southern California Foundation for Cross-Connection Control and Hydraulic Research approved list, and the Cross-Connection Control Policy Handbook, the more restrictive shall apply.

§ 14.10.060. Inspection.

A. No backflow prevention assembly shall be disconnected, moved, or modified without notification to and approval by the city. Any change to an existing backflow prevention assembly requires a new inspection and testing report to be submitted to the city.

B. After installation of a backflow prevention assembly, a backflow prevention assembly tester shall inspect and test the backflow prevention assembly.

C. Each backflow prevention assembly shall be inspected and tested at least once annually by a backflow prevention assembly tester.

D. Where city personnel or city-authorized personnel are required to perform an inspection or test, an inspection fee shall be charged to the customer as established by Section 14.10.040.

E. If a backflow prevention assembly does not meet required standards established by this chapter, city will send the customer a notice of compliance.

F. Any change of ownership, premise use (excluding single family residences), new connection to the water system, change of activities or materials on a water user's premises, or backflow incident will trigger a new hazard assessment.

G. The customer's system should be open for inspection at all reasonable times to authorized representatives of the City of Roseville water utility to determine whether cross connections or other structural or sanitary hazards, including violations of these regulations, exist.

H. The city may terminate the customer's potable water service if the customer fails to have a backflow prevention device inspected and tested within the time period required by the city pursuant to Section 14.10.030(D).

§ 14.10.070. Freeze protection.

A. It is the responsibility of the property owner to install freeze protection. If the backflow assembly cannot be inspected due to the presence of freeze protection material, the freeze protection may be removed. The city shall not be responsible for reinstallation of freeze protection.

B. The relief port at the bottom of a reduced pressure backflow assembly must not be covered over by freeze protection. All test ports must be easily accessible along with the serial number and model number.

C. Freeze protection shall be maintained in a neat, aesthetically pleasing condition. Torn or dislodged freeze protection may be removed by city.

§ 14.10.080. Reinspection.

A. If the backflow prevention assembly tester determines that the backflow prevention assembly does not meet the standards established by this chapter, the city will issue the customer a notice to correct. The customer shall make the necessary repairs or replacement within 30 days of issuance of the notice to correct.

B. The backflow prevention assembly shall be reinspected by a backflow prevention assembly tester within 30 days, at which time a reinspection fee shall be charged to the customer as established by resolution adopted by the city council, as amended from time to time.

C. Each time a reinspection is required, an additional reinspection fee will be charged to the customer, until such time that the city sends the customer a notice of compliance.

§ 14.10.090. User Supervisors

A. The city may require a customer to designate an on-site supervisor (‘user supervisor”) when the customer’s premises has a multi-piping system that conveys various types of fluids and where changes in the piping system are frequently made. The user supervisor will be responsible for the avoidance of cross-connections during the installation, operation and maintenance of the customer’s pipelines and equipment.
B. The user supervisor must be certified as a cross-connection control specialist and be trained on the potential hazards, fluids used, potential concerns, and required backflow protection for the customer’s premise.
C. The user supervisor must have the authority to carry out the city’s requirements for protection of the water distribution system.

§ 14.10.100. Backflow prevention assembly installation/repair/replacement.

A. Installation, repair or replacement of a backflow prevention assembly shall be performed by a licensed contractor or, with customer approval, by city personnel.

B. The cost to the city for materials and labor at the prevailing rate shall be paid by the owner or customer and if unpaid shall become a lien on the property and collectible as taxes.

C. Any backflow prevention assembly installed or upgraded on a customer's premises shall be and remain the property of the customer.

§ 14.10.110. Enforcement.

A. Failure to maintain a backflow prevention assembly or provide access and information for assessing potential cross-connection hazards as required by this chapter and the Cross-Connection Control Plan shall be a violation.

B. If the director or designee determines that a customer's failure to install, adequately maintain, or otherwise finds evidence that an installed backflow prevention assembly has been bypassed or rendered ineffective and constitutes a threat to the potable water supply, the director may order that water services to the noncomplying customer be discontinued. The director shall notify the customer at least 25 days prior to the proposed determination of service; provided, however, that if the threat to the potable water supply is so immediate that a delay in terminating water service may threaten the public health and safety, the director may terminate service without prior written notice.

C. A customer who has received a notice of termination of water services from the director may appeal the decision in writing to the environmental utilities director. The appeal must be received by the environmental utilities director within 10 calendar days from the date of the compliance order, in which case the termination of services will not occur until after the appeal is heard.

D. Any user and/or person that violates any provision of this chapter shall be guilty of a separate offense for each and every day during which any portion of which any such user and/or person commits, continues, permits, or causes a violation thereof, and shall be punished accordingly.

E. If after 30 days the customer has not installed a newly required backflow prevention assembly or has not repaired or replaced a defective backflow prevention assembly, and this failure to act constitutes an immediate threat to the health, safety or well-being of the public or environment, the director is authorized to require immediate abatement. If any such violation is not abated immediately as directed by the director, the city or the city’s authorized agent is authorized to enter onto private property and to take any and all measures required to abate the violation.

    1. It is unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the city or its contracting agents to enter upon the premises for the purpose of abating the violation.

    2. The cost of any such abatement by city agents authorized herein shall be borne by the property owner and/or responsible party, which cost shall include administrative costs as well as the actual cost of abatement. These costs may be enforced as a personal obligation against the property owner and shall be invoiced to the property owner and/or responsible party. If the invoice is not paid within 60 days, the city shall have the authority to place a lien upon and against the property. Any relief under this section shall not prevent the city from seeking other and further relief authorized under this chapter.

    3. Nothing contained in this chapter shall be deemed to impose any liability on the city, its officers, employees, nor to relieve the owner of any private property from their responsibility to maintain backflow prevention assemblies as required by the city. The city assumes no risk associated with taking action to abate the violation.

F. Within 60 calendar days after the city's abatement of the violation, the director, or designee, will notify the owner of the property of the cost of abatement. The property owner and/or responsible party may file a written protest objecting to the amount of the abatement assessment within 10 calendar days after the city's issuance of the notice. The director, as applicable, shall conduct a hearing on the appeal within 30 calendar days from the date of receipt of the notice of the appeal. Appellant may appear at the hearing in person or may submit a written statement signed under penalty of perjury in lieu of a hearing. Following the hearing, the director shall make written findings of fact as to whether the abatement was proper. The director's decision shall be final.

G. Any decision of the director's hearing panel shall be final. Any person aggrieved by an order of the hearing panel may obtain review of the order in the superior court by filing with the court a petition for writ of mandate within 90 days pursuant to California Code of Civil Procedure Section 1094.6.

§ 14.10.120. Chapter is severable.

If any provision of this chapter or the application thereof to any person or circumstances held invalid, such invalidity shall not affect the other provisions of this chapter which can be given effect without the invalid provisions or its application, and to this end the provisions of this chapter are severable.

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: 1/21/2026
Item #: VII.21
File #: 0704
Item ID: 2025-945

Title:	Second Reading - Park and Park Facility Exclusions - Municipal Code Amendment
Contact:	Joseph Speaker 916-774-5325 jspeaker@roseville.ca.us

SUMMARY

Staff recommends the City Council approve an ordinance for second reading amending Roseville Municipal Code Section 8.02.316, “Park and park facility exclusions." City staff is proposing modifications to the existing park and park facility exclusion ordinance to provide clarity to staff and the public and increase operational efficiencies.

RECOMMENDATION

Staff recommends the City Council approve an ordinance for second reading amending Roseville Municipal Code Section 8.02.316, “Park and park facility exclusions." City staff is proposing modifications to the existing park and park facility exclusion ordinance to provide clarity to staff and the public and increase operational efficiencies.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
6. Deliver exceptional City services

Respectfully Submitted,
Joseph Speaker, Assistant City Attorney

Michelle Sheidenberger, City Attorney

ATTACHMENTS:

1. Ordinance 7028

REVIEWERS:

Katrina Six, City Clerk Department	Created/Initiated - 12/23/2025
Katrina Six, City Clerk Department	Approved - 12/23/2025

Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/5/2026
Katrina Six, City Clerk Department	Final Approval - 1/5/2026

ORDINANCE NO. 7028

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 8.02.316 OF CHAPTER 8.02 OF TITLE 8 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PARK AND PARK FACILITY EXCLUSIONS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 8.02.316 of Chapter 8.02 of Title 8 of the Roseville Municipal Code is hereby amended to read as follows:

§ 8.02.316. Park and park facility exclusions.

A. Any parks, recreation and libraries employee or police officer may exclude any person who, while present in a city park or park facility, violates any applicable ordinance, statute, posted rule or regulation, or city policy after being put on notice of same. For purposes of this section, city "park" and/or "park facility" shall have the same definition as "park" in Roseville Municipal Code Section 8.02.020, except for purposes of this section only, "park" and/or "park facilities" shall also be further divided into the following three (3) categories:

1. "Facilities", which shall include libraries, sports facilities, including but not limited to the Courts at Gibson, museums, community centers, and pools, including all landscape, walkways, restrooms, and parking areas adjacent to such Facilities;

2. "Improved Parks" which shall include developed parks such as Maidu Regional Park, Mahany Park, Weber Park, Saugstad Park, Royer Park, the Vernon Street Town Square, Central Park, Harry Crabb Park, Denio Family Park, and any other developed park (excluding Facilities above) with any combination of the following characteristics: signage identifying the area as a park, perimeter walkways, restrooms, playground areas, picnic areas, multi-use fields, barbecues, ball fields, tennis and pickleball courts, water play features, multi-use turf, basketball courts, covered seating, disc golf, and sand volleyball, including all landscape, walkways, restrooms, and parking areas adjacent to such Improved Parks;

3. "Open Space" shall mean any of the over 4,000 acres of primarily undeveloped natural areas consisting of features such as stream beds, native trees and shrubbery, bike trails, and other natural areas identified on the City of Roseville's Open Space Preserve Overarching Management Plan, including all landscape, walkways, restrooms, and parking areas adjacent to such Open Space.

Nothing in this section shall be construed to authorize the exclusion of any person lawfully exercising free speech rights or other rights protected by the state or federal constitutions unless that person is also committing acts that are not protected that violate a specific provision of the law that would allow for exclusion.

B. An exclusion from a park or park facilities under the provisions of this section shall be for the specified time periods following occurrence of the following violations in a park or park facility:

1. One (1) day: single or first time infraction(s) of park rules or city ordinances;

2. Thirty (30) days: arrest or citation for misdemeanor crime (e.g., public intoxication), felony crime, or repeated infractions of park rules or city ordinances within the previous year;

A person who is excluded from a specific park and/or park facility category listed in Section (A)(1)-(3) above, shall be excluded for the applicable period above from all other park and/or park facilities in that same category, but not from a park and/or park facility of another category, unless they are separately cited for a violation in that location. For example, if a person is excluded from a location in the "Facilities" category, they are excluded from all locations listed in "Facilities", but not from locations listed in "Open Space", unless they are separately cited for a violation in that location.

For regional parks, including but not limited to, Maidu Regional Park, Mahany Park, the Soccer Complex, Royer Park, Central Park, Saugstad Park, and Pistachio Regional Park that include a combination of "Improved Parks", "Open Space" and/or "Facilities" (as defined in Section A(1)-(3)), because they utilize shared parking lots, walkways, landscaped areas, restrooms, and other common infrastructure to each category and a clear beginning and end of each park or park facility category is not easily identifiable or definable, exclusion from any park or park facility category in a regional park shall amount to an exclusion of all shared parking lots, walkways, landscaped areas, restrooms, and other common infrastructure.

If a person is excluded from the "Open Space" category listed in Section 8.02.316(A)(3), they shall not be cited under this section for temporarily returning to the "Open Space" to retrieve their property within forty-eight (48) hours of being excluded, so long as they do not violate any other law, ordinance, policy, or rule while in the Open Space retrieving their property.

C. Written notice shall be given to any person excluded from any park or park facility under this section. The notice shall specify the date the exclusion begins and duration of the exclusion, shall identify the offending conduct leading to the exclusion, and shall inform the excluded person of the right to appeal the exclusion. The exclusion notice shall be signed by the issuing employee or officer and shall also state any penalties for failure to comply.

D. Any exclusion shall begin immediately upon the issuance of the exclusion notice and end at noon on the day following the end of the exclusion. If a person receives multiple overlapping exclusions, the exclusion period will start anew from the date the newest exclusion is issued, rather than be added to the end of any existing exclusion.

E. At any time within the period of a thirty (30) day exclusion, a person receiving a notice of exclusion may appeal the exclusion in writing to the City Attorney's Office, by completing a request for appeal hearing form and returning it to the City Attorney's Office. A hearing shall take place within five (5) business days of the request for appeal, or as soon thereafter as mutually agreed upon by the parties. The failure of the party requesting the appeal to appear at the hearing shall constitute a failure to exhaust administrative remedies and result in automatic denial of the appeal. If an appeal is timely filed, the exclusion shall be stayed until a final decision is rendered on the appeal. A management level city employee, that is not employed by the Roseville Police Department, shall conduct the appeal hearing. The exclusion shall be upheld if the exclusion notice, any testimony provided at the hearing, or any other evidence presented at the hearing indicates that more likely than not, the person committed the violation and the exclusion is otherwise in accordance with the law. The management level city employee shall have the authority to rescind or modify the terms of the exclusion for good cause, including reducing the length of the exclusion or the category

of the park or park facility excluded from. The decision of the management level city employee shall be final.

F. Both the parks, recreation and libraries department and the police department will maintain an accurate database of those persons excluded from the parks and other park facilities by their respective employees.

G. If excluded, a person shall immediately collect their belongings and leave the park or park facility. No person subject to the exclusion notice shall enter or remain in any excluded park or park facility at any time during the period indicated by the exclusion notice, unless the exclusion is stayed per Section E above or they are retrieving property in the Open Space per Section B above. Violation of this section may be charged as an administrative citation, infraction, or misdemeanor in the discretion of the city attorney.

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: 1/21/2026
Item #: VII.22
File #: 0103-07-02
Item ID: 2025-947

Title:	Second Reading - Use Type Classifications and Definitions - Municipal Code Amendment
Contact:	Eric Singer 916-774-5536 ejsinger@roseville.ca.us

SUMMARY

Staff recommends the City Council approve the second reading ordinance amending Sections 19.08.080 and 19.95.030 of the Roseville Municipal Code regarding Use Type Classifications and Definitions clarifying the City's definitions for "kitchens" with the purpose of defining how dwelling units are classified in the Municipal Code.

RECOMMENDATION

Staff recommends that the City Council introduce for first reading an Ordinance amending Sections 19.08.080 and 19.95.030 of the Roseville Municipal Code regarding Use Type Classifications and Definitions.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Eric Singer, Associate Planner

Mike Isom, Development Services Director

ATTACHMENTS:

1. Ordinance 7029

REVIEWERS:

Katrina Six, City Clerk Department	Created/Initiated - 12/23/2025
Katrina Six, City Clerk Department	Approved - 12/23/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/5/2026

ORDINANCE NO. 7029

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 19.08.080 OF CHAPTER 19.08 AND SECTION 19.95.030 OF CHAPTER 19.95 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING RESIDENTIAL USE TYPES AND DEFINITIONS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 19.08.080 of Chapter 19.08 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.08.080 Residential use types.

Residential use types include the occupancy of living accommodations on a wholly or primarily non-transient basis and includes uses which are typically associated with and provide support to residential areas but exclude institutional living arrangements providing 24-hour skilled nursing or medical care and those providing forced residence, such as asylums and prisons. Transitional housing and supportive housing are considered residential uses. Specific residential use types referred to in this title are:

A. **Accessory Dwelling Unit/Junior Accessory Dwelling Unit.** An accessory dwelling unit shall be as defined by Government Code Section65852.2, as it now exists or may hereafter be amended, and means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons. The unit shall be located on a permanent foundation, have an independent exterior access, and shall include permanent provisions or infrastructure to support permanent provisions (such as stubbing gas, water or sewer lines) for living, sleeping, eating, cooking, and sanitation on the same parcel as where a single-family, two-family or multi-family dwelling unit is situated or proposed to be situated. Accessory dwelling units can also include efficiency units, as defined in Section 17958.1 of the Health and Safety Code, manufactured homes, as defined in Section18007 of the Health and Safety Code, second dwelling units, granny flats, in-law quarters, carriage units, and tiny houses as long as such units otherwise meet this definition. A junior accessory dwelling unit shall be as defined by Government Code Section 65852.22, as it now exists or may hereafter be amended, and means a unit that is no more than 500 square feet in size and contained entirely within a single-family dwelling. At minimum, a junior accessory dwelling unit must contain an efficiency kitchen as defined in Section 19.95.030. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure. (Also see Chapter 19.60.)

B. **Caretaker/employee housing,** includes permanent or temporary housing that is secondary or accessory to the primary use of the property. Such housing is used for caretakers employed on the site of a non-residential use where a caretaker is needed for security or to provide 24-hour care or monitoring of facilities, equipment, or other conditions on the site.

C. **Community care facility, small,** includes a dwelling where non-medical care is provided to six or fewer persons on a 24-hour basis. Small community care facilities shall be licensed by the State Department of Social Services.

D. **Community care facility, large,** includes a dwelling where non-medical care is provided to no less than seven and no more than 12 persons on a 24-hour basis and which is operated and occupied by the owners. Large community care facilities shall be licensed by the State Department of Social Services, shall permit no more than two persons per bedroom and shall be designed so as to be compatible with the residential character of the neighborhood.

E. **Efficiency units,** includes a room or group of internally connected rooms that have independent sleeping, cooking, eating and sanitation facilities, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long term basis

F. **Dwelling,** includes a room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long-term basis. A dwelling may contain only one kitchen or in the case of a junior accessory dwelling unit either one efficiency kitchen or one kitchen, as defined in Section 19.95.030. A dwelling may contain one or more wet bars in addition to a kitchen, as defined in Section 19.95.030. A dwelling may contain one or more wet bars in addition to a kitchen, as defined in Section 19.95.030. Types of dwellings include single-family dwellings, duplexes, accessory dwelling units, multi-family dwellings, mobile homes, condominiums, and townhouses, all of which are separately defined.

1. **Multi-family,** includes a building designed and intended for occupancy by three or more families living independently of each other, each in a separate dwelling unit, which may be owned individually or by a single landlord. Includes apartments, condominiums, rowhouses, triplexes and fourplexes.

2. **Single-family,** includes an attached or detached building designed exclusively for occupancy by one family. Includes houses, half-plexes and townhomes.

3. **Two-family,** includes a duplex, or other buildings designed for occupancy by two families living independently of each other, where both dwellings are located on a single lot.

G. **Family day care homes, small,** includes a dwelling unit where providers dwell in that provides care, protection and supervision for eight or fewer children, including children under 10 years of age who reside at the home, for periods of less than 24 hours or as otherwise provided by State law.

H. **Family day care homes, large,** includes a dwelling unit where providers dwell in that provides care, protection and supervision for seven to 14 children, inclusive, including children under 10 years of age who reside at the home, as set forth in Section 1597.465 of the Health and Safety Code, as may be amended from time to time. (Also see Chapter 19.46.)

I. **Live/work,** includes units that are occupied by business operators who live in the same structure that contains commercial activity. The units function primarily as a workspace with incidental residential accommodations.

J. **Long-term care, small,** is a residential home with a capacity of no more than six beds, which provides inpatient care, including medical supervision, 24-hour nursing and supportive care, and other medical services (such other medical services are defined by Health and Safety Code Section 1250(i)(1), congregate living health facility, as may be amended from time to time).

K. **Long-term care, large,** includes a dwelling with a capacity of no less than seven and no more than 12 beds, which provides inpatient care, including medical supervision, 24-hour nursing and supportive care, and other medical services (such other medical services are defined by Health and Safety Code Section 1250(i)(1), congregate living health facility, as may be amended from time to time).

L. **Low-barrier navigation centers,** means a "housing first," low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. (Also see Chapter 19.47.)

M. **Mobile home park,** includes any site that is planned and improved to accommodate two or more mobile homes used for residential purposes, or on which two or more mobile home lots are rented, leased, or held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, to accommodate mobile homes used for residential purposes. (Also see Chapter 19.48.)

N. **Rooming and boarding houses,** includes the renting of individual bedrooms within a dwelling by a property owner or other manager in residence to three or more people, whether or not meals are provided; or a single-family dwelling occupied by six or more unrelated people, living together as a single housekeeping unit; by prearrangement for definite periods greater than 30 calendar days, with compensation (typically monetary compensation).

O. **Short-Term Rental.** A short-term rental as defined in Chapter 4.25 (Short-Term Rentals) means any single-family dwelling unit located in a residential or commercial zone that is rented in whole or in part on a short-term basis, which is 30 calendar days or less.

P. **Single room occupant,** includes lodging establishments providing a room(s) which does not include a kitchen or bathroom. These establishments include a communal bathroom and may have a communal kitchen and/or living area. This is not a temporary or transitional housing type and is typically found on the second story above a retail use.

Q. **Supportive housing,** includes housing with no limit on length of stay, that is occupied by the target population as defined in Health and Safety Code Section

53260(d), and that is linked to on- or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live, and when possible, work in the community. (California Health and Safety Section 50675.14(b).)

1. **Target population,** includes adults with low income having one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services provided under the Lanterman Developmental Disabilities Services Act and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless people. (California Health and Safety Section 53260(d).)

R. **Transitional housing and transitional housing development,** includes buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined futurepoint in time, which shall be no less than six months. (California Health and Safety Section 50675.2(h).)

SECTION 2. Section 19.95.030 of Chapter 19.95 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

§ 19.95.030. Definitions.

A. 1. **Accessory Building or Structure:** (See Building, Accessory).

2. **Act:** The Fair Housing Amendments Act of 1988.

3. **Amendment:** Any change, modification, deletion, or addition to the wording, text or substance of this title or any change, modification, deletion, or addition to the application of this title to property within the City of Roseville, including any alteration in the boundaries of a zone district, when adopted by ordinance passed by the City Council in the manner prescribed by law.

4. **Antenna:** A device used in communications which transmits or receives radio signals. Common forms of antennae are panel arrays and whip antennas. Panel arrays are designed to concentrate a radio signal in a particular area and are typically flat and rectangular in design. Whip antennas transmit a signal 360 degrees and are cylindrical with an 18-foot height limit.

a. Co-Location. Locating wireless communications equipment from more than one provider on a single site.

b. Telecommunication Facility. A land use facility supporting antennas and microwave dishes that sends and/or receives radio-frequency signals. Communication facilities include structures (aka monopole, towers) and accessory buildings.

c. Dish Antenna. A dish-like antenna used to link communication sites together by wireless transmission of voices or data. Also called microwave antenna or microwave dish antenna.

d. Equipment Building, Shelter or Cabinet. A structure designed and used to house equipment used by telecommunication providers at a facility.

e. Monopole. A structure of a single spire used to support communications equipment.

f. Related Equipment. All equipment ancillary to the transmission and reception of voice and data via radio frequencies. Such equipment may include, but is not limited to, cable, conduit and connectors.

g. Satellite Antennas. A satellite antenna is a dish like antenna used to link communications sites together by wireless transmission of voice or data. Also called microwave antenna or microwave dish antenna.

h. Stealth Facility. Any communications facility which is designed to blend into the surrounding environment. Examples of stealth facilities may include architecturally screened roof-mounted antennas, building mounted antennas painted to match the existing structure, antennas integrated into architectural elements, and antenna structures designed to link like light poles. Also called concealed antennas.

i. Telecommunication Tower. A mast, pole, monopole or guyed or lattice, freestanding tower designed and primarily used to support antennas, to include dishes, arrays and similar devices.

5. **Appellate Approving Authority:** As designated in Section 19.80.020, it is either the Planning Commission or the City Council that is authorized to hear and act on appeals to actions and decisions provided by this title.

6. **Approving Authority:** As designed in Section 19.80.020, it means one of the following depending on the nature of the application: City Council, Planning Commission, Design Committee, Planning Manager, or designee.

B. 1. **Building:** Any structure having a roof supported by columns and/or walls and intended for the shelter, housing and enclosure of any individual, animal, process, equipment, vehicles, goods or materials of any kind or nature.

2. **Building or Structure, Accessory:** A building or structure detached from a principal building on the same lot and incidental to the principal building.

3. **Building or Structure, Nonconforming:** A building or structure, or portion thereof, which was lawfully erected, altered or maintained, prior to the effective date of the ordinance codified in this title, but which, because of the application of this title to it, no longer conforms to the specific regulations applicable to the zoning district in which it is located.

4. **Building(s), Primary:** A building(s) devoted primarily to the principal or

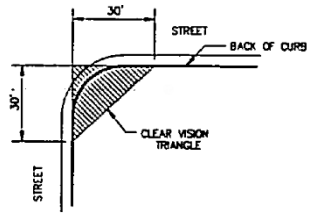
conditionally permitted use of the lot or building site on which it is situated, as permitted by this title.

5. **Bus Depot or Station:** A place of business serving as a point of arrival or departure for passengers traveling by intercity or interstate bus, except those buses operated by a governmental entity.

C. 1. **City:** The City of Roseville, California.

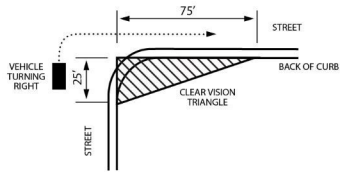
2. **City Council:** The City Council of the City of Roseville.

3. **Clear Vision Triangle, Commercial:** That portion of both private property and public right-of-way located at any corner where two streets intersect. The clear vision triangle is defined by the triangular area created by the diagonal connection of two points measured 30 feet back from the intersection of the prolongation of points measured along the front and corner street side back of curb (see figure below). The dimensions of the clear vision triangle may be required to be increased if the Director of Public Works determines that additional area is needed to ensure that a potential traffic hazard is not created.



CLEAR VISION TRIANGLE - COMMERCIAL
NO SCALE

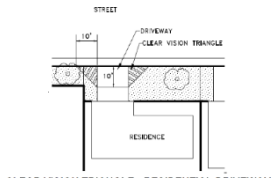
4. **Clear Vision Triangle, Residential:** The clear vision triangle is defined by the path of travel of a vehicle making a right turn at an intersection, and is intended to preserve appropriate line-of-sight for the driver and pedestrians at a turn. The clear vision triangle is the area created by the diagonal connection of two points measured 25 feet along the back of curb on the right-hand side of the vehicle as it approaches the intersection to turn right, and 75 feet along the perpendicular side of the back of curb on the right-hand side of the vehicle as it completes the turn and departs the intersection (see figure below).



CLEAR VISION TRIANGLE - RESIDENTIAL
NO SCALE

5. **Clear Vision Triangle, Residential Driveway:** The clear vision triangle is defined by the path of travel of a vehicle exiting a driveway and is intended to

preserve appropriate line-of-sight for the driver and pedestrians at the driveway-street interface. The clear vision triangle is the area created by the diagonal connection of two points measured 10 feet along the edge of driveway on the right- or left-hand side of the vehicle as it approaches the street, and 10 feet along the perpendicular side of the back of curb on the right-or left-hand side of the vehicle as it enters the street (see figure below).



CLEAR VISION TRIANGLE - RESIDENTIAL DRIVEWAY
NO SCALE

6. **Compact Residential Development:** Attached or detached single-family housing units on a parcel or parcels with a General Plan land use designation of medium density residential or higher (seven dwelling units per acre or higher, as depicted on the General Plan Land Use Map).

7. **Condominium:** An estate in real property consisting of an undivided interest in common in portions of a parcel of real property together with a separate interest in a dwelling, industrial or commercial building on such real property, such as an apartment, office, warehouse or store. A condominium may include, in addition, a separate interest in other portions of such real property.

8. **Condominium Conversion:** Condominium conversion occurs whenever a multiple residential dwelling unit building or a residential housing project containing three or more dwelling units under the same ownership, or such a project that has been granted an occupancy permit is subdivided so that individual dwelling units are available for sale as condominiums within the meaning of Civil Code Section 783.

9. **Cooking:** As referred to in Section 19.08.080 and Chapter 19.60, "cooking" means that the unit will contain a residential stove/oven/cooktop requiring dedicated utility connections such as large amperage wiring or a dedicated gas connection.

    a. Efficiency kitchen: As referred to in Section 19.08.090 and Chapter 19.60, an "efficiency kitchen" provides provisions for cooking and food preparation and must at minimum include a kitchen sink with minimum 1.5" drain line, a minimum 110V receptacle, a cooking appliance, a refrigerator with a minimum capacity of 5 cubic feet, a counter for food preparation, and storage cabinets. The sink and cooking appliance must each have a clear working space of not less than 30 inches. Cooking appliances include, but are not limited to, built-in or tabletop ovens and built-in or countertop ranges. Pursuant to Civil Code Section 1941.1, as it now exists or may hereafter be amended, in order to be tenantable an efficiency kitchen must include a stove maintained in good working order that is capable of safely generating heat for cooking. Efficiency kitchens must be

located within a communal area of the dwelling.

b. **Kitchen:** As referred to in Section 19.08.080 and Chapter 19.60, a "kitchen" provides permanent provisions for cooking and food preparation and includes a kitchen sink with a minimum drain size of 1.5", either a minimum 220V receptacle or a dedicated gas line for a permanent cooking appliance (a 110V for a microwave, toaster, hotplate, or other tabletop appliance is not a permanent provision), a permanent cooking appliance, a refrigerator with a minimum capacity of 5 cubic feet, a counter for food preparation, and a food storage area. The sink and cooking appliance must each have a clear working space of not less than 30 inches. Kitchens must be located within a communal area of the dwelling.

c. **Wet bar:** As referred to in Section 19.08.080, a "wet bar" is an area or space located within an open communal area of the dwelling (such as a living room, family room, or recreation room) with a counter intended for the preparation of beverages but not for the preparation or cooking of food. A wet bar is permitted to have one sink with a waste drain not to exceed 1.5" in diameter, a refrigerator or freezer with a maximum capacity of 5 cubic feet, and up to 110V AC power outlets. A wet bar may not include any built-in appliances for the heating or cooking of food.

10. **Council, or City Council:** The City Council of the City of Roseville, California.

11. **Construction Trailer:** A trailer used as an on-site office only during actual construction of an approved building site.

D. 1. **Expansion, Building or Structure:** An alteration of a building/structure that results in an increase in its size, either in extent or bulk, or an increase in its area or volume.

2. **Expansion, Use:** An alteration of a use that results in an increase in its size, either in extent, intensity or in the nature of the activities conducted.

E. 1. **Family:** An individual or group of two or more persons occupying a dwelling and living together as a single housekeeping unit in which each resident has access to all parts of the dwelling and where the adult residents share expenses for food or rent.

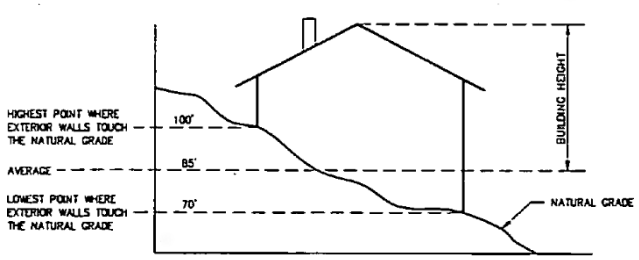
2. **Fence:** An artificially constructed barrier of any material or combination of materials erected to enclose, screen, or separate areas.

F. 1. **Garage Sale:** The temporary sale of used household or personal articles held on the seller's own residential premises, also referred to as a yard sale or rummage sale.

2. **General Plan:** As used in this title, the term General Plan means the City of Roseville General Plan, and all revisions and amendments to the Plan.

3. **Group Home:** Those uses or facilities identified with Sections 19.08.070(J)(3), 19.08.080(C), 19.08.080(D) and such other sections of this title, which provide for the care of disabled or supervised individual(s).

G. 1. **Height, Building and Other Structures:** The vertical distance from the highest point of the building or structure to the average of the highest and lowest points where the exterior walls or supports touch the natural grade.



BUILDING HEIGHT FROM AVERAGE GRADE
NO SCALE

2. **Height, Fence or Wall:** The height of a fence or wall shall be determined from the highest finished grade adjacent to the fence or wall.

3. **Home, Model Complex:** One or more dwelling units or one temporary trailer temporarily used for display purposes as an example of dwelling units available or to be available for sale or rental for the first time in a particular subdivision or residential development which may be comprised of single detached, semi-detached, or multiple unit dwellings, or a combination thereof. It also includes one sales office and associated parking.

H. **Reserved.**

I. 1. **Junk Yard:** Any area of 200 square feet or more used for the storage of junk, scrap materials, materials, salvaged from wrecked or demolished buildings, machinery or equipment; or used for the wrecking or demolishing of automobiles, other vehicles, or machinery.

J. **Reserved.**

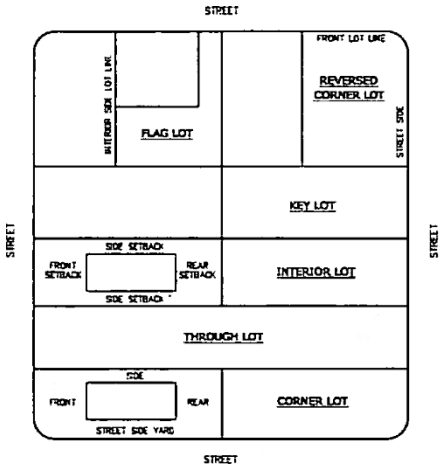
K. 1. **Landscaped Area:** An area devoted to lawn, groundcover, trees, or shrubs or hardscape, and as specified in this title, the Design Guidelines, any applicable specific plan or by other City requirement.

2. **Loading Space:** An area, other than a street, alley, or driving aisle, on the same lot with a building or a group of buildings which is permanently reserved and maintained for the temporary parking of commercial vehicles while loading or unloading merchandise or materials.

3. **Lot:** A legally created parcel of land used or capable of being used under the

regulations of this title.

4. **Lot, Corner:** A lot located at the intersection of two or more streets, with one property boundary bordering on each street frontage (see figure).



5. **Lot, Developed:** A lot with buildings or structures.

6. **Lot, Flag:** A lot having access to a public or private street by a narrow strip of land (see figure under Lot, Corner).

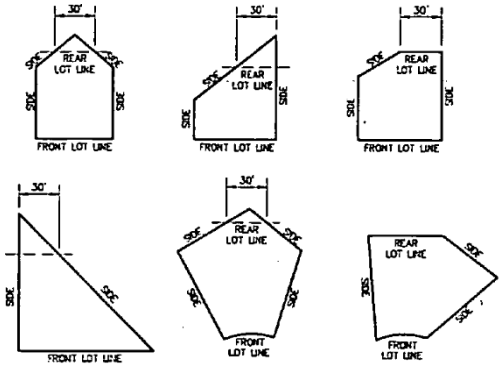
7. **Lot, Frontage:** That portion of the lot contiguous to the street.

8. **Lot, Interior:** A lot, other than a corner lot, abutting only one street (see figure under Lot, Corner).

9. **Lot, Key:** A lot with a side line that abuts the rear line of any one or more adjoining lots (see figure under Lot, Corner).

10. **Lot Line, Front:** The lot line separating a lot from a street right-of-way. The front lot line of a corner lot may face either street frontage, at the option of the owner, provided that the required rear yard setback is obtainable opposite from the front lot line.

11. **Lot Line, Rear:** That lot line, not intersecting a front lot line, which is most distant from and most closely parallel to the front lot line. In the case of an irregularly shaped lot or a lot bounded by only three lot lines, a line within the lot having a length of 30 feet parallel to and most distant from the front lot line shall be interpreted as the rear lot line for the purpose of determining required yards, setbacks, and other provisions of this title (see figures below).



REAR LOT LINE - IRREGULAR LOTS
NO SCALE

12. **Lot Line, Side:** Any lot line which is not a front or rear lot line.

13. **Lot, Reversed Corner:** A corner lot, the rear of which abuts the side of another lot (see figure under Lot, Corner).

14. **Lot, Area:** The area contained within the boundary lines of a lot.

15. **Lot, Coverage:** The land area covered by all primary buildings on a lot, including cantilevered enclosed space located above the ground floor.

16. **Lot, Through:** A lot having frontage on two generally parallel streets (see figure under Lot, Corner).

17. **Lot, Width:** The horizontal distance between the side lot lines, measured at the front setback line.

L. 1. **Manager:** The Planning Manager of the City of Roseville or the Planning Manager's designee.

2. **Manufactured Home:** A factory built or manufactured home permitted by State of California and federal laws.

3. **Mobile Home:** Same as manufactured home, but subject to the National Manufactured Housing Construction and Safety Act of 1974.

4. **Mobile Home Park:** Any area or tract of land where one or more mobile home lots are rented or leased or held out for rent or lease to accommodate mobile homes used for human habitation. The rental paid for any such mobile home shall be deemed to include rental for the lot it occupies.

5. **Model Home Complex:** One or more dwellings used for the display and sale of units and lots within a subdivision.

M. 1. **Nonconforming Structure or Building:** A structure or building, the size, dimensions, or location of which was lawful prior to the adoption, revision, or amendment to the Zoning Ordinance but that fails by reason of such adoption,

revision, or amendment to comply to the present requirements of the zoning district.

2. **Nonconforming Use:** A use or activity that was lawful prior to the adoption, revision or amendment of the Zoning Ordinance but that fails by reason of such adoption, revision, or amendment to comply to the present requirements of the zoning district.

N. 1. **Open Air Vending Facilities:** The sale of prepared food, fresh cut flowers or plants, or the sale of items determined by the Planning Manager to be consistent with this type of use, from a stand or non-motorized non-stationary cart or pushcart.

2. **Outdoor Sales Area:** An outdoor area located on the same lot as the principal business used for merchandise display or storage as allowed under this title.

O. 1. **Parcel:** Means an area of land.

2. **Parcel, Nonconforming:** A parcel of land having less area, frontage, or dimensions than required in the zoning district in which it is located.

3. **Parking Lot:** An area of land, a yard or other open space on a lot legally used for or designed for parking motor vehicles.

4. **Parking Space:** An unobstructed space or area other than a street or alley which is permanently reserved and maintained for the parking of one motor vehicle.

5. **Peak Load:** The generation of electricity during the highest electrical demand within a particular period of time. Daily electric peaks on weekdays occur in late afternoon and early evening. Annual peaks occur on hot summer days.

6. **Permitted:** Means any use or activity allowed by the provisions of this title, and subject to the applicable regulations contained within this title.

7. **Person:** An individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, City, local agency, or any other group or combination acting as an entity.

8. **Planning Commission:** The Planning Commission of the City of Roseville.

9. **Property Owner:** A person or persons having a possessory interest in the property, other than a periodic tenancy, estate at will, or sufferance, or a person having a contractual right which will ripen into such a possessory interest in the property.

P. 1. **Qualified Affordable Housing Project:** A qualified affordable housing project is defined as either: (a) a residential multi-unit (three or more units) or mixed use housing project that provides a minimum of 20 percent of the units as affordable units for low, very-low or extremely low income; complies with the City's Objective Design Standards; and agrees to enter into an Affordable

Housing Agreement prior to issuance of building permits; or (b) a residential project consistent with Government Code Section 65913.4, as it now exists or may hereafter be amended.

Q. **Reserved.**

R. 1. **Sale, Fundraising:** The temporary sale of new or used merchandise conducted by a charitable, eleemosynary, or non-profit organization or by groups associated with churches, schools and clubs.

2. **Seating Capacity:** The actual seating capacity of an area based upon the number of seats of one seat per 18 inches of bench or pew length. For other areas where seats are not fixed, the seating capacity shall be determined as indicated by the Uniform Building Code.

3. **Secondary Use:** A purpose for which land or a building is or may be intended, occupied, maintained, arranged, or designed, which is less visible, prominent, or important than the primary use(s) on the same lot or parcel.

4. **Setback:** The required distance that a building, parking lot or other designated item must be located from a lot line. For buildings and structures, the setback is measured to the exterior face/finish of the wall, post or railing.

5. **Setback, Front:** The front setback is an area formed by a line parallel to a front lot line. The front setback is measured at right angles to the front lot line.

6. **Setback, Rear:** The rear setback is an area formed by a line parallel to the rear lot line. Rear setbacks are measured at right angles to the rear lot lines.

7. **Setback, Side:** The side setback is an area formed by a line parallel to the side lot line, that extends between front and rear setback areas. Side setbacks are measured at right angles to the side lot lines.

8. **Shopping Center:** Two or more contiguous or separate retail commercial stores that share access and/or parking, which function by design, or ultimately function, as a single entity.

9. **Street:** A public or permanent private way 30 feet or more in width, which affords a primary means of access to property.

10. **Structural Alterations:** Any change in the supporting members of a building such as foundations, bearing walls, columns, beams, floor or roof joints, girders or rafters, or changes in roof or exterior lines.

11. **Structure:** Anything constructed or erected which requires location on the ground or attachment to something having a permanent location on the ground, including, but not limited to, antennas, signs and billboards, but not including outdoor areas such as paved areas, tennis courts, driveways, parking spaces where the area is unobstructed from the ground up.

S. 1. **Theater:** A building or structure used for the purpose of conducting live

dramatic, comedic or musical performances, the showing of motion pictures or similar recorded media, or other live performing arts.

T. 1. **Uniform Building Code:** The Uniform Building Code currently in use and adopted by the City of Roseville.

2. **Usable Open Space:** One or more open areas adjacent to residential uses, the purpose of which is to provide an outdoor area designed for outdoor living and recreation, and which is located at, below, or above grade. This space is typically accommodated within side and rear yard areas. The area covered by accessory structures meeting the standards for unenclosed structures (see Section 19.22.030) may be counted towards usable open space.

3. **Use:** The purpose of which land or a building is arranged, designed, or intended, or for which either land or a building is or may be occupied or maintained.

4. **Use, Accessory:** See Accessory Uses, Article III, Chapter 19.22.

5. **Use, Conditionally Permitted:** A use type subject to a Conditional Use Permit, which use may be essential or desirable to the public convenience or welfare in one or more zones but which may also impair the integrity and character of the zone or adjoining zone or be detrimental to the public health, safety or welfare unless additional restrictions on location and extent of use are imposed and enforced. Such use shall be permitted when all specific additional restrictions are completed and permanently satisfied in conformance with an approved Conditional Use Permit. Should such restrictions be of a continuing nature, the use will remain conditional so long as the restrictions are complied with, but shall become an illegal use whenever and so long as the restrictions are not complied with.

6. **Use, Primary:** The primary use or uses for which land or a building is or may be intended, occupied, maintained, arranged or designed and includes principally, conditionally and administratively permitted uses.

7. **Use, Principally Permitted:** The primary use of land or of a main building which use is compatible with the purpose of the zone and which is permitted in the zone. If a use is listed in a specific zone as a principally permitted use, it means that the owner, lessee or other person who has legal right to use the land, has right to conduct such principally permitted use subject to the regulations and procedural requirements of this title.

8. **Use, Temporary:** See Temporary Uses, Article IV, Chapter 19.64.

9. **Use Type:** A category or class of land uses which share common functional, product or compatibility characteristics and which have been classified under a discreet use type in these regulations, commencing at Article II of this title.

U. **Reserved.**

V. **Reserved.**

W. **Reserved.**

X. **Reserved.**

Y. 1. **Zoning District:** A designated/mapped portion of the City within which a uniform set of regulations apply.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

City Council Communication

Meeting Date: 1/21/2026
Item #: VII.23
File #: 0102-10
Item ID: 2025-989

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

SUMMARY

Commend Rachel Tooker for her 12 years of outstanding service and dedication to the City of Roseville and the Environmental Utilities Department, congratulate her for her accomplishments and lasting contributions to the organization and the community, and wish her a long, healthy, and well-deserved retirement.

RECOMMENDATION

Commend Rachel Tooker for her 12 years of outstanding service and dedication to the City of Roseville and the Environmental Utilities Department, congratulate her for her accomplishments and lasting contributions to the organization and the community, and wish her a long, healthy, and well-deserved 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. Council approval of a resolution 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,
Arleta Wagenhals, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

1. Resolution - Rachel Tooker

REVIEWERS:

Arleta Wagenhals, City Clerk Department	Created/Initiated - 12/23/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/5/2026
Katrina Six, City Clerk Department	Final Approval - 1/6/2026

Resolution

WHEREAS, Rachel Tooker began her distinguished career with the City of Roseville on January 31, 2014, as Interpretive Services Supervisor at the Utility Exploration Center (UEC), demonstrating exceptional dedication to public education and advancing the mission of Roseville Electric Utility and Environmental Utilities; and

WHEREAS, Rachel was instrumental in developing the Utility Exploration Center's signature family events and educational exhibits, expanding public understanding of Roseville's utilities, and under her leadership the UEC earned numerous local, state, and national awards for excellence in community engagement, education, sustainability, and innovation; and

WHEREAS, on September 25, 2021, Rachel was promoted to Management Analyst II in the Water Utility, supporting major efforts including the Aquifer Storage and Recovery (ASR) program, Water Strategic Plan implementation, and multiple Technology Governance project submissions, while establishing the foundation of the City's Cross Connection Control Program; and supporting a broad array of operational initiatives, all demonstrating her ability to manage complex projects, ensure compliance, and improve operations; and

WHEREAS, on December 30, 2024, Rachel was promoted to EU Compliance Administrator, where she strengthened operational and contract processes, launched Wastewater Strategic planning, supported legacy technical projects, and enhanced data management and reporting practices; and

WHEREAS, as EU Compliance Administrator, Rachel has demonstrated exceptional leadership in developing a robust and effective Backflow Program, submitting the City's Cross Connection Control Plan to meet statewide mandates, coordinating cross-functional teams, and ensuring the program protects public health and the integrity of the City's water system; and

WHEREAS, Rachel has consistently modeled integrity, collaboration, and professionalism, inspiring those she works with to achieve their highest potential while bringing clarity, purpose, dedication, and thoughtful communication to every project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **RACHEL TOOKER** be commended for her 12 years of outstanding service, leadership, and dedication to the City of Roseville, congratulated for her accomplishments and lasting contributions to the organization and the community, and wished a long, healthy, and well-deserved retirement.

SIGNED and APPROVED this 21ST day of January 2026.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

KRISTA BERNASCONI, MAYOR

Communication

Meeting Date: 1/21/2026
Item #: VII.24
File #: 0600-01
Item ID: 2025-978

Title:	Staffing Changes and Side Letter Agreement with Roseville Police Association
Contact:	Macy Dippert 916-774-5215 mdippert@roseville.ca.us

SUMMARY

As part of an ongoing assessment of the appropriate staffing levels to provide a high level of service to the community, staff recommends City Council approve the Seasonal/Temporary salary schedule reflecting an update to the Soccer Official pay structure. In addition, staff recommends that the City Council approve the side letter agreement between the City of Roseville and the Roseville Police Association related to classifications eligible for certification/training special pay. For the remainder of FY2025-26, the estimated financial impact of these recommendations is $12,200 to the General Fund. Beyond this fiscal year, the recommended changes will have an estimated annual ongoing impact of $17,700.

RECOMMENDATION

As part of an ongoing assessment of the appropriate staffing structure to provide a high level of service to the community, staff recommends that the City Council take the following actions:

1. Adopt an ordinance to approve the attached Seasonal/Temporary Salary Schedule (Appendix A) reflecting the update to the Soccer Official classification (7005), effective January 24, 2026; and
2. Adopt a resolution to authorize the City Manager to execute the attached side letter agreement between the City of Roseville and the Roseville Police Association related to Certifications Eligible for Special Pay.

BACKGROUND

As part of the Municipal Code, the Human Resources Department maintains the City's classification plan. Human Resources staff continually evaluates organizational structure and staffing levels necessary to provide high service levels to the community. The proposed recommendations are as follows:

Parks, Recreation, and Libraries (PR&L)

Staff recommends updating the temporary Soccer Official pay structure. With the opening of the Placer Valley Soccer Complex, PR&L has expanded soccer league offerings to better meet community demand. These leagues vary in game length and level of complexity, which warrants a differentiated pay structure. The proposed update would compensate temporary Soccer Officials $40 per Arena soccer game, $55 per 7v7 soccer game, and $80 per 11v11 soccer game.

Roseville Police Association Side Letter

The Roseville Police Association (RPA) and the City staff have met and conferred regarding the Special Pay section of the Memorandum of Understanding (MOU) related to training and certification for the recently established classifications of Crime Analysis Supervisor, Real Time Crime Center Specialist, and

Police Systems Security and Compliance Technician. The attached side letter agreement provides that employees in these new classifications may submit the required training records for the special pay to be effective January 10, 2026. Additionally, based on a recent CalPERS inquiry, it was determined that a provision in the RPA MOU, Chapter 2, Article III, Special Pays section, requires an update to continue the special pay reporting that has occurred for several decades. The attached side letter agreement removes the requirement to complete a one (1) year probationary period prior to being eligible for the special certification pay to meet the CalPERS requirement and continue the long-standing special compensation reporting practice. The City and RPA do not want retirees or current employees to be harmed. Upon execution of the side letter agreement, eligible probationary employees in classifications other than the three listed above may submit required certification records in accordance with the MOU.

FISCAL IMPACT

Parks, Recreation, and Libraries

The requested update to the temporary Soccer Official pay structure does not result in any additional General Fund costs as the new classification game rate will be funded within the PR&L approved FY2025-26 temporary salaries budget, covered by program revenues.

RPA Side Letter Agreement

The estimated total cost to the General Fund of the recommended RPA Special Pay is estimated to be $12,200 for the remainder of FY2025-26, all of which can be absorbed by existing appropriations. Beyond this fiscal year, the recommended changes have an estimated annual ongoing impact of $17,700 to the General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,
Macy Dippert, Human Resources Manager

Stacey Peterson, Human Resources Director

ATTACHMENTS:

1. Ordinance 7033
2. 2026.01.24 Temporary Salary Schedule
3. Resolution 26-017

4. Side Letter Agreement with RPA - Certification Eligible for Special Pays - Signed by RPA

REVIEWERS:

Tamiko Thomas, Human Resources Department	Created/Initiated - 1/8/2026
Macy Dippert, Human Resources Department	Approved - 1/13/2026
Stacey Peterson, Human Resources Department	Approved - 1/13/2026
Kelly Aye, City Attorney Department	Approved - 1/14/2026
Katrina Six, City Clerk Department	Approved - 1/14/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/14/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/14/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/14/2026
Dominick Casey, City Clerk Department	Approved - 1/14/2026
Katrina Six, City Clerk Department	Final Approval - 1/14/2026

ORDINANCE NO. 7033

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 7025, THE SALARY ORDINANCE FOR SEASONAL/TEMPORARY EMPLOYEES, AS AMENDED BY APPENDIX "A" TO BE EFFECTIVE JANUARY 24, 2026, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 7025, the Salary Ordinance for Seasonal/Temporary Employees, is hereby amended as shown on Appendix "A" attached hereto reflecting minimum wage adjustments and the addition of classifications.

AMENDMENT OF CLASSIFICATION

Classification No.	Position Title	Pay Rate
7005	Soccer Official	$40.00 Per Arena Game $55.00 Per 7v7 Game $80.00 Per 11v11 Game

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective January 24, 2026, as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect January 24, 2026. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST: _____
MAYOR

_____
City Clerk

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
CI30	Activity Instructor	Step A	0.0000
1158	Adult/Senior Services Driver	Step A	22.5000
3747	Aqua Fitness Instructor	Step A	51.0000
1100	Aquatics Facilities Maintenance Worker	Step A	19.5000
		Step B	20.5000
		Step C	21.5000
		Step D	22.5000

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9503	Assistant Pool Manager I	Step A	20.8373
1077	Assistant Pool Manager II	Step A	21.8791

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9505	Building Inspection Assistant	Step A	16.9000
		Step B	17.3173
		Step C	17.7450
		Step D	18.1832
		Step E	18.6323
		Step F	19.0924
		Step G	19.5639
		Step H	20.0470
		Step I	20.5421
9507	Child Care Aide	Step A	17.0000
		Step B	17.4198
		Step C	17.8500
		Step D	18.2908

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9506	Child Care Program Assistant	Step A	20.5014
		Step B	21.0077
		Step C	21.5265
		Step D	22.0581
1010	Child Care Program Leader	Step A	24.6017
		Step B	25.2092
		Step C	25.8318
		Step D	26.4697

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9508	Child Care Teacher	Step A	17.8500
		Step B	18.2908
		Step C	18.7425
		Step D	19.2053
CI10	Class Instructor	Step A	0.0000

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
1230	College Intern	Step A	16.9000
		Step B	17.7450
		Step C	18.6323
		Step D	19.5639
		Step E	20.5421
		Step F	21.5692
		Step G	22.6476
		Step H	23.7800
		Step I	24.9690
		Step J	26.2174
		Step K	27.5283
		Step L	28.9047
		Step M	30.3500
		Step N	31.8675
		Step O	33.4608

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
1127	Community Outreach Specialist	Step A	33.8978
		Step B	34.7349
		Step C	35.5926
		Step D	36.4716
		Step E	37.3723
		Step F	38.2952
		Step G	39.2409
		Step H	40.2100
		Step I	41.2029
1270	Council Member	Step A	600.0000 monthly stipend*
			*Mayor receives an additional $50.00 per month
1164	Courier	Step A	21.2880
		Step B	21.9266
		Step C	22.5843
		Step D	23.2619

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
1137	Customer Service Specialist	Step A	18.0000
		Step B	18.5400
		Step C	19.0962
		Step D	19.6691
		Step E	20.2592
		Step F	20.8669
		Step G	21.4929
		Step H	22.1377
		Step I	22.8019
9509	Engineering Aide	Step A	16.9000
		Step B	17.3173
		Step C	17.7450
		Step D	18.1832
		Step E	18.6323
		Step F	19.0924
		Step G	19.5639
		Step H	20.0470
		Step I	20.5421

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
1020	Event Recreation Program Leader	Step A	23.0000
1159	Event Specialist	Step A	21.5000
9510	Fire Equipment Specialist	Step A	16.9000
		Step B	17.7450
		Step C	18.6323
		Step D	19.5639
		Step E	20.5421
		Step F	21.5692
		Step G	22.6476
		Step H	23.7800
		Step I	24.9690
		Step J	26.2174
		Step K	27.5283
		Step L	28.9047
		Step M	30.3500
		Step N	31.8675
		Step O	33.4608

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9511	Fire Logistics Worker	Step A	16.9000
		Step B	17.7450
		Step C	18.6323
		Step D	19.5639
		Step E	20.5421
		Step F	21.5692
		Step G	22.6476
		Step H	23.7800
		Step I	24.9690
		Step J	26.2174
		Step K	27.5283
		Step L	28.9047
		Step M	30.3500
		Step N	31.8675
		Step O	33.4608

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9512	Fire Public Education Coordinator	Step A	20.5700
		Step B	21.3636
		Step C	21.8977
		Step D	22.4452
		Step E	23.0063
		Step F	23.5815
		Step G	24.1710
		Step H	24.7753
		Step I	25.3946
		Step J	26.0295
		Step K	26.6802
		Step L	27.3473
		Step M	28.0309
		Step N	28.7317
		Step O	29.4500
CI20	Fitness Instructor-Fee	Step A	0.0000

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
3735	Fitness Instructor-Hourly	Step A	30.0000
		Step B	31.0000
		Step C	32.0000
		Step D	33.0000
		Step E	34.0000
		Step F	35.0000
1145	High School Intern	Step A	18.0000
1079	Instructor Hourly	Step A	23.0000
		Step B	24.0000
		Step C	25.0000
		Step D	26.0000
		Step E	27.0000
		Step F	28.0000
		Step G	29.0000
		Step H	30.0000
		Step I	31.0000
3750	Instructor Meeting Rate	Step A	19.0000

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9513	Interpretive Services Program Assistant	Step A	17.5000
		Step B	18.5000
		Step C	19.5000
		Step D	20.5000
		Step E	0.0000
		Step F	0.0000
		Step G	0.0000
		Step H	0.0000
		Step I	0.0000
9514	Interpretive Services Program Leader	Step A	20.0000
		Step B	21.0000
		Step C	22.0000
		Step D	23.0000
		Step E	0.0000
		Step F	0.0000
		Step G	0.0000
		Step H	0.0000
		Step I	0.0000

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9515	Library Page I	Step A	16.9000
		Step B	17.5000
		Step C	18.5000
		Step D	19.5000
		Step E	0.0000
		Step F	0.0000
		Step G	0.0000
		Step H	0.0000
		Step I	0.0000
1184	Library Page II	Step A	17.5000
		Step B	18.5000
		Step C	19.5000
		Step D	20.5000
1185	Library Program Leader	Step A	20.0000
		Step B	21.0000
		Step C	22.0000
		Step D	23.0000
1074	Lifeguard	Step A	18.0000

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9518	Maintenance Assistant	Step A	16.9000
		Step B	17.7450
		Step C	18.6323
		Step D	19.5639
		Step E	20.5421
		Step F	21.5692
		Step G	22.6476
		Step H	23.7800
		Step I	24.9690
		Step J	26.2174
		Step K	27.5283
		Step L	28.9047
		Step M	30.3500
		Step N	31.8675
		Step O	33.4608

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9519	Marketing Technician	Step A	20.8116
		Step B	21.3255
		Step C	21.8522
		Step D	22.3918
		Step E	22.9448
		Step F	23.5114
		Step G	24.0920
		Step H	24.6870
		Step I	25.2966
		Step J	25.9213
		Step K	26.5615
		Step L	27.2174
		Step M	27.8895
		Step N	28.5783
		Step O	29.2840

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9521	Parks and Facility Maintenance Worker	Step A	19.5000
		Step B	20.5000
		Step C	21.5000
		Step D	22.5000
		Step E	0.0000
		Step F	0.0000
		Step G	0.0000
		Step H	0.0000
		Step I	0.0000
1011	Parks and Facility Maintenance Worker-Commercial Driver	Step A	21.0000
		Step B	22.0000
		Step C	23.0000
		Step D	24.0000
		Step E	0.0000
		Step F	0.0000
		Step G	0.0000
		Step H	0.0000
		Step I	0.0000

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9523	Parks and Open Space Equipment Operator	Step A	27.0000
		Step B	28.0000
		Step C	29.0000
		Step D	30.0000
		Step E	0.0000
		Step F	0.0000
		Step G	0.0000
		Step H	0.0000
		Step I	0.0000
1012	Parks and Open Space Equipment Operator-Commerical Driver	Step A	29.0000
		Step B	30.0000
		Step C	31.0000
		Step D	32.0000
		Step E	0.0000
		Step F	0.0000
		Step G	0.0000
		Step H	0.0000
		Step I	0.0000

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
3749	Personal Trainer I	Step A	37.0000
1070	Personal Trainer II	Step A	40.0000
1071	Personal Trainer III	Step A	45.0000
1072	Personal Trainer IV	Step A	50.0000
9525	Police Cadet	Step A	23.4058
		Step B	24.5062
		Step C	25.2414
		Step D	25.9986
		Step E	26.7787
		Step F	27.5820
		Step G	28.4094
		Step H	29.2617
		Step I	30.1396
		Step J	31.0438
		Step K	31.9751
		Step L	32.9343

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9527	Pool Manager I	Step A	22.9731
		Step B	0.0000
		Step C	0.0000
		Step D	0.0000
		Step E	0.0000
		Step F	0.0000
		Step G	0.0000
		Step H	0.0000
		Step I	0.0000
1078	Pool Manager II	Step A	24.1217

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9528	Preschool Teacher	Step A	21.5265
		Step B	22.0581
		Step C	22.6028
		Step D	23.1610
		Step E	0.0000
		Step F	0.0000
		Step G	0.0000
		Step H	0.0000
		Step I	0.0000
6110	Recreation Aide	Step A	14.3650
		Step B	0.0000

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9532	Recreation Program Leader	Step A	20.0000
		Step B	21.0000
		Step C	22.0000
		Step D	23.0000
		Step E	0.0000
		Step F	0.0000
		Step G	0.0000
		Step H	0.0000
		Step I	0.0000
9533	Recreation Specialist I	Step A	16.9000
		Step B	17.5000
		Step C	18.5000
		Step D	19.5000
		Step E	0.0000
		Step F	0.0000
		Step G	0.0000
		Step H	0.0000
		Step I	0.0000

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9534	Recreation Specialist II	Step A	17.5000
		Step B	18.5000
		Step C	19.5000
		Step D	20.5000
		Step E	0.0000
		Step F	0.0000
		Step G	0.0000
		Step H	0.0000
		Step I	0.0000
9535	Recreation Specialist III	Step A	18.5000
		Step B	19.5000
		Step C	20.5000
		Step D	21.5000
		Step E	0.0000
		Step F	0.0000
		Step G	0.0000
		Step H	0.0000
		Step I	0.0000

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
1157	Refuse Maintenance Assistant	Step A	23.6173
		Step B	24.2005
		Step C	24.7982
		Step D	25.4106
		Step E	26.0381
		Step F	26.6811
		Step G	27.3400
		Step H	28.0151
		Step I	28.7070
6252	Reserve Police Officer I	Step A	47.4060
		Step B	48.8685
		Step C	50.3762
		Step D	51.9301
		Step E	53.5326
		Step F	55.1840
		Step G	56.8863
		Step H	58.6414
		Step I	60.4506

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
6250	Reserve Police Officer II (Unpaid)	Step A	0.0000
6248	Reserve Police Officer III (Unpaid)	Step A	0.0000
9536	School Crossing Guard	Step A	16.9000
		Step B	17.3173
		Step C	17.7450
		Step D	18.1832
		Step E	18.6323
		Step F	19.0924
		Step G	19.5639
		Step H	20.0470
		Step I	20.5421

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9538	Senior Child Care Teacher	Step A	18.7425
		Step B	19.2053
		Step C	19.6796
		Step D	20.1656
		Step E	0.0000
		Step F	0.0000
		Step G	0.0000
		Step H	0.0000
		Step I	0.0000
1075	Senior Lifeguard I	Step A	18.9000
1076	Senior Lifeguard II	Step A	19.8450

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly	
9537	Senior School Crossing Guard	Step A	18.1500	
		Step B	18.5982	
		Step C	19.0575	
		Step D	19.5281	
		Step E	20.0104	
		Step F	20.5045	
		Step G	21.0109	
		Step H	21.5298	
		Step I	22.0614	
7005	Soccer Official	Step A	40.0000 55.0000 80.0000	Per Arena Game Per 7v7 Game Per 11v11 Game
7207	Sports Official/Scorer I	Step A	18.5000	
7208	Sports Official/Scorer II	Step A	20.5000	
9552	Swim Instructor Aide	Step A	18.0000	
9553	Swim Instructor I	Step A	19.0000	
9554	Swim Instructor II	Step A	20.0000	

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
1149	Therapeutic Recreation Program Leader	Step A	26.0000
		Step B	26.6421
		Step C	27.3000
		Step D	27.9742
		Step E	28.6650
		Step F	29.3729
		Step G	30.0983
		Step H	30.8416
		Step I	31.6032
1165	Therapeutic Recreation Specialist	Step A	21.5000

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9539	Video Technician	Step A	22.5676
		Step B	23.1250
		Step C	23.6962
		Step D	24.2815
		Step E	24.8813
		Step F	25.4958
		Step G	26.1256
		Step H	26.7709
		Step I	27.4321

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
8941	Vocational Intern	Step A	16.9000
		Step B	17.7450
		Step C	18.6323
		Step D	19.5639
		Step E	20.5421
		Step F	21.5692
		Step G	22.6476
		Step H	23.7800
		Step I	24.9690
		Step J	26.2174
		Step K	27.5283
		Step L	28.9047
		Step M	30.3500
		Step N	31.8675
		Step O	33.4608

City of Roseville

Salary Schedule: Temporary--

Appendix:A
Effective Date:01/24/2026

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9540	Water Conservation Helper	Step A	16.9000
		Step B	17.3173
		Step C	17.7450
		Step D	18.1832
		Step E	18.6323
		Step F	19.0924
		Step G	19.5639
		Step H	20.0470
		Step I	20.5421

RESOLUTION NO. 26-017

APPROVING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE ASSOCIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a side letter to the Memorandum of Understanding for Employees Represented by the Roseville Police Association, related to classifications eligible for certification/training special pay, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Side Letter Agreement to the Master Memorandum of Understanding is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and administer, interpret, and apply its terms, intent, and spirit, and execute any other documents necessary to effectuate the purposes hereof as determined necessary by the City Manager.

PASSED AND ADOPTED by the City Council of the City of Roseville this _____ day of _____, 2026, by the following vote on roll call:

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

_____
Mayor

ATTEST:

_____
City Clerk

SIDE LETTER AGREEMENT
BETWEEN THE
ROSEVILLE POLICE ASSOCIATION

AND
THE CITY OF ROSEVILLE

CERTIFICATIONS ELIGIBLE FOR SPECIAL PAY

The City of Roseville (hereinafter referred to as "City") and the Roseville Police Association (hereinafter referred to as "RPA") entered into a Memorandum of Understanding ("MOU") with a term beginning on January 1, 2024, and terminating on December 31, 2027. The City and RPA are collectively referred to herein as the "Parties."

Background and Overview

The Parties hereby agree to the terms of this Side Letter Agreement ("SLA") in response to requests made by RPA regarding training and certification for the recently established positions of Crime Analysis Supervisor, Real Time Crime Center Specialist, and Police Systems Security and Compliance Technician. The new Crime Analysis Supervisor classification does not currently have an available supervisory training and certificate because the State of California Commission on Peace Officer Standards and Training ("POST") no longer allows enrollment by non-dispatch supervisors in the POST Supervisor Certificate course.

The Parties agree to add the Civilian Management Seminar, as listed below, as an approved certification, for the classifications of Animal Control Supervisor, Crime Analysis Supervisor, Police Property & Evidence Supervisor, and Records Supervisor.

To promote continuing education for RPA members as of the effective date of this SLA, for the recently created classification of Real Time Crime Center Specialist, the Parties agree to add the below POST Real Time Crime Center training course as an approved certification. For the recently added Police Systems Security and Compliance Technician, the Parties agree to add the POST Leading the Professional Employee (16 Hours) training course as listed below as an approved certification.

Effective January 10, 2026, the parties mutually agree to modify RPA MOU, APPENDIX "W" – Special Pays, as follows:

APPENDIX "W" – Special Pays

RPA Job Classification	Certification	Issuing Organization
Animal Control Officer	Advanced CA State Humane Officer's Academy Certificate	State Humane Association of CA

Animal Control Supervisor	POST Supervisor Certificate Civilian Management Seminar	POST PMW Associates
Communications Supervisor	Emergency Medical Dispatch (EMD) Certificate POST Supervisor Certificate	National Academy of Emergency Medical Dispatch POST
Community Services Officer I/II	Collision Investigation Certification Identity Theft Investigation	POST POST
Crime Analyst	Crime and Intelligence Analysis Certificate	CSUS
Crime Analysis Supervisor	POST Supervisor Certificate Civilian Management Seminar	POST PMW Associates
Dispatcher I/II	Basic Tactical Dispatcher Intermediate POST Dispatch Certificate	POST POST
	Emergency Medical Dispatch (EMD) Certificate Employees hired after 12/31/2017 are not eligible.	National Academy of Emergency Medical Dispatch
Police Property & Evidence Technician I/II	Certified Evidence and Property Specialist	International Association of Property and Evidence
Police Property & Evidence Supervisor	POST Supervisor Certificate Civilian Management Seminar	POST PMW Associates
Real Time Crime Center Specialist	Real Time Crime Centers	CSU, Long Beach/Justice Research & Training
Senior Police Records Clerk	Public Records Act Certification	POST or California Peace Officer Association (CPOA)
Police Records Clerk I/II	Public Records Act Certification	POST or California Peace Officer Association (CPOA)
Police Scene Technician I/II	Crime Scene Investigations	POST
Public Safety Program Coordinator	POST Supervisor Certificate Crime Prevention Through Environmental Design Advanced Certification	POST POST
Police Systems Security and Compliance Technician	Leading the Professional Employee (16 hour course)	POST
Records Supervisor	POST Supervisor Certificate Civilian Management Seminar	POST PMW Associates

Additionally, based on a recent CalPERS inquiry, it was determined that a provision in Article III. Special Pays section of the RPA MOU requiring employees not be eligible for special pay until they have successfully completed their one (1) year probationary period should be deleted to ensure the Special Pay certificate compensation reported for Classic and PEPRA employees meets CalPERS requirements. While this language has been included in the RPA MOU since 1997, CalPERS staff indicated concern that the current and prior MOUs are potentially not in compliance with its recent interpretations of the applicable regulation that all employees in a classification be eligible for the Special Pay. The Parties agree that the Special Pay compensation reported for Classic and PEPRA employees were reported in good faith and were subject to retirement contributions for Classic and PEPRA employees. The City and RPA do not want retirees to be harmed. All employees in the positions above are eligible to receive the special pay compensation during the term of employment in those positions.

Thus, the parties mutually agree to modify the RPA MOU, Chapter 4. Salaries and Other Compensation, Article III. Special Pays, as follows:

ARTICLE III. SPECIAL PAYS

~~Employees shall not be deemed eligible to receive such pay until they have successfully completed their one (1) year probationary period. B.~~

A. Employees in the job classes listed in Appendix W who acquire and maintain the corresponding certificates as listed will be paid two and one-half percent (2.5%) of their base salary. Employees must be using the referenced certificate as part of their primary job assignment.

B. Where more than one certificate is listed per job class, no stacking of payments will be made (no additional payment will be made for a second certificate by an employee).

Exception: Communications Supervisor and Dispatcher I and Dispatcher II hired on or before October 1, 2013 who currently are paid for Emergency Medical Dispatch (EMD) Certificates will also be eligible for one (1) additional certificate as listed in Appendix W. Dispatcher I and Dispatcher II employees hired between 10/1/13 to 12/1/17, who possess an EMD certificate, are eligible for one (1) additional certificate pay as listed in Appendix W. Employees hired after 12/31/2017 are not eligible for EMD certificate pay.

C. Employees promoting into supervisory positions are eligible to retain a lower level certification pay for a maximum of two (2) years following promotion or employment into an eligible position or until eligible for the Supervisory POST certificate, whichever comes first.

D. Employees who possess certificates are responsible for submitting their certificate (or official POST training record demonstrating, to the satisfaction of the Police Chief, that the subject certificate has been obtained), in the Enterprise Resource Planning (ERP) system for approval in order to be paid the two and one-half percent (2.5%) stated above.

E. As new classifications are added, the City shall determine whether a Special Pay shall be provided based upon the provisions set forth in this Article. The City shall meet and confer with RPA regarding its decision.

The specific provisions contained in this SLA are intended to supersede any previous agreements, whether oral or written, regarding the matters contained in this SLA.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act ("MMBA").

Except as provided here, all wages, hours, and other terms and conditions of employment presently in the City's MOU and SLAs with the RPA remain in full force and effect.

THESE ARE TENTATIVE TERMS SUBJECT TO APPROVAL OF THE CITY COUNCIL.

CITY OF ROSEVILLE	ROSEVILLE POLICE ASSOCIATION
	Theresa M. O'Reilly-Hembree
Dominick Casey, City Manager	Theresa O'Reilly-Hembree, President
Date	1/13/26 Date
	Dan Koontz, Labor Relations Consultant
	1/13/26 Date

City Council Communication

Meeting Date: 1/21/2026
Item #: VII.25
File #: 0102-03
Item ID: 2026-25

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

SUMMARY

Staff recommends approval of the minutes of the December 17, 2025 City Council Meeting.

RECOMMENDATION

Approve the minutes of the December 17, 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. Minutes - December 17, 2025

REVIEWERS:

Christine Mesaros, City Clerk Department — Created/Initiated - 1/13/2026
Katrina Six, City Clerk Department — Final Approval - 1/14/2026

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

MINUTES

City Council
Housing Authority/Housing Successor/
Finance Authority Meeting
December 17, 2025
6:00 PM
Roseville Electric Building, 116 S. Grant Street, 1st Floor

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

Parks, Recreation & Libraries Director Jill Geller led the Pledge of Allegiance.

IV. MEETING PROCEDURES

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

V. PRESENTATION

1. Gold Medal Finalist Plaque and Accreditation Award Presentation

Summary: Jane Adams from the American Academy for Park and Recreation Administration to present Parks, Recreation, and Libraries with their Gold Medal Finalist Award.

CONTACT: Jill Geller 916-774-5249 jageller@roseville.ca.us

Jane Adams, Executive Director of the American Academy for Park and Recreation Administration, made the presentation to Parks, Recreation & Libraries Director Jill Geller, who responded.

VI. PUBLIC COMMENTS

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

No public comment received.

VII. CONSENT CALENDAR

Motion by Councilmember Mendonsa, seconded by Councilmember Roccucci, to remove Item 35 from the Consent Calendar for presentation and approve the remaining items as recommended. The motion passed.

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

2. Infrastructure Network and Server Equipment - Sole Source Contract Purchase Agreement and Budget Adjustment (INFORMATION TECHNOLOGY DEPARTMENT - INFRASTRUCTURE SOLUTIONS)

Summary: Staff recommends approval of a sole source contract purchase agreement with E.F. Johnson Company in the amount of $113,500.67 to provide equipment and related services to upgrade the City radio system's network equipment. Sole source procurement is required as E.F. Johnson Company is the only provider capable of upgrading the equipment to minimize impact on City operations while maintaining system support long-term. Staff also recommends approval of a $40,000 budget adjustment to fully fund the project, which includes higher-than-anticipated equipment costs, required City IT labor, and a small contingency to ensure successful completion. This project is funded through the City's standard citywide technology allocation methodology.

CONTACT: Karl Grover 916-774-5145 kgrover@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-378 approving a contract purchase agreement, by and between the City of Roseville and E.F. Johnson Company, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Ordinance No. 7019 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

3. Fire Department's Very High Frequency Radio System Upgrade - Contract Purchase Agreement (INFORMATION TECHNOLOGY DEPARTMENT - INFRASTRUCTURE SOLUTIONS)

Summary: Staff recommends approval of a contract purchase agreement with Silke Communications Solutions Inc. in the amount of $580,639.42 to provide equipment, services, maintenance and support for Fire's Very High Frequency Radio System. Initial funding is included in the Fire Very High Frequency Radio System Upgrade Project budget and recurring support costs will be included in the Information Technology Operations Fund each fiscal year.

CONTACT: Karl Grover 916-774-5145 kgrover@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-361 approving an agreement, by and between the City of Roseville

and Silke Communications Solutions Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

4. **Park and Park Facility Exclusions - Municipal Code Amendment** (CITY ATTORNEY DEPARTMENT)

Summary: Staff recommends the City Council introduce for first reading an ordinance amending Roseville Municipal Code Section 8.02.316, “Park and park facility exclusions." City staff is proposing modifications to the existing park and park facility exclusion ordinance to provide clarity to staff and the public and increase operational efficiencies.

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

The City Council will consider the recommendation to:

a. Introduce for first reading an ordinance amending Roseville Municipal Code Section 8.02.316, “Park and park facility exclusions”.

5. **2025 HOME Program Income Funding Application** (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends approval of an application to the California Department of Housing and Community Development for the HOME Program Income Notice of Funding Availability in the amount of $500,000 to support the Owner-Occupied Rehabilitation Program, and authorize execution of the application, standard agreement, and any related grant documents. This action will have no impact on the City’s General Fund.

CONTACT: Trisha Isom, Danielle OConnell 916-746-1239, 916-774-5277 tisom@roseville.ca.us, doconnell@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-368 authorizing the submission of the HOME investment partnerships program application to the California State Department of Housing and Community Development, and authorizing the Mayor to execute it and any related documents necessary to participate and comply with the program on behalf of the City of Roseville.

6. **HOUSING AUTHORITY/CITY COUNCIL - Quarterly Status Update 3rd Quarter 2025** (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends City Council, acting as the Roseville Housing Authority Board, receive a status report on the Housing Authority’s Housing Choice Voucher Program for the Third Quarter of 2025. This report is for informational purposes only and has no impact on the City's General Fund.

CONTACT: Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us

The City Council will consider the recommendation to:

a. This quarterly report is for informational purposes only.

7. **HOUSING AUTHORITY — Administrative Plan Amendment** (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends approval of a revised Roseville Housing Authority Administrative Plan as required by the U.S. Department of Housing and Urban Development. The Administrative Plan has no impact on the City's General Fund.

CONTACT: Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-380 approving the updated Roseville Housing Authority Administrative Plan.

8. **HOUSING SUCCESSOR/CITY COUNCIL - Fiscal Year 2024-2025 Annual Report of the Low and Moderate Income Housing Asset Fund** (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends approval of the Fiscal Year 2024-25 Annual Report for the Low and Moderate Income Housing Asset Fund. The Roseville Housing Successor Agency must produce a report of housing activities annually stating the fund balance and use of the funds. The Housing Successor Agency funds used for development of local affordable housing units and homeless prevention services reduces impacts on the General Fund.

CONTACT: Emily Sawin 916-774-5388 esawin@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-364 approving the Fiscal Year 2024-25 Annual Report for the Low and Moderate Income Housing Asset Fund.

9. **Homeless Prevention and Rapid Rehousing - Agreement Amendments** (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends approval of the Homeless Prevention and Rapid Rehousing agreement amendments with Advocates for Mentally Ill Housing, Latino Leadership Council, and Salvation Army. The amendments will increase the agreement grant amounts and support the City's goal to maintain a safe and healthy community. No General Fund resources will be used for these amendments.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-382 approving a first amendment to Grant agreement, by and between the City of Roseville and Advocates for Mentally Ill Housing, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Resolution No. 25-383 approving a first amendment to Grant Agreement, by and between the City of Roseville and Latino Leadership Council Inc., and authorizing the City

Manager to execute it on behalf of the City of Roseville; and

c. Adopt Resolution No. 25-384 approving a first amendment to Grant Agreement, by and between the City of Roseville and the Salvation Army, and authorizing the City Manager to execute it on behalf of the City of Roseville.

10. Staffing Changes (HUMAN RESOURCES DEPARTMENT)

Summary: Staff recommends that the City Council approve the International Brotherhood of Electrical Workers, Local 1245 (IBEW) A & B salary schedules reflecting the addition of a Power Generation Safety Technician classification. Updates to the City allocation schedule reflect the addition of three (3) regular full-time positions: a Power Generation Safety Technician, a Deputy City Attorney I/II and an Assistant Engineer. For the remainder of FY2025-26, the financial impact of the recommendations to the Electric Fund and Water Operations Fund is $246,242. Beyond the current fiscal year, the recommended changes have an annual ongoing impact of $613,483 to the Electric, General and Water Operations Fund, including an estimated $121,000 to the General Fund.

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

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7020 amending Odinance 6932, the salary ordinance for personnel represented by the International Brotherhood of Electrical Workers, Local 1245, as amended by appendix “k” to be effective December 27, 2025 as an urgency measure; and

b. Approve the attached city-wide allocation schedule effective December 27, 2025.

11. Local Agency Special Tax and Bond Accountability Act Reports (FINANCE DEPARTMENT)

Summary: Staff recommends acceptance of the informational reports prepared for the 2024-25 levy year to be filed with the City Clerk. Senate Bill 165 (SB 165) enacted the Local Agency Special Tax and Bond Accountability Act (the “Act”). The Act requires that any local special tax or local bond measure subject to voter approval include a statement identifying the specific purposes of the special tax, that the proceeds be used for those purposes, the establishment of a designated account for the deposit of proceeds, and the preparation of an annual report detailing the use of those funds. There is no fiscal impact to the City’s General Fund.

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

The City Council will consider the recommendation to:

a. Accept informational reports prepared for the 2024-25 levy year to be filed with the City Clerk.

12. Fertilizer Plus Dimension (RFQ 10-3430) - Purchase Orders (FINANCE DEPARTMENT - PURCHASING)

Summary: Staff recommends approval of a purchase order to Nutrien Ag Solutions for the purchase of fertilizer plus Dimension in response to Request for Quotations No. 10-3430. The estimated cost for calendar year 2026 is $93,096. Estimated spending for the optional renewal calendar years are as follows: Calendar Year (CY) 2027 $98,000; CY 2028 $103,000; CY 2029 $108,000; CY2030 $113,000. Funding for these purchases is and will be included in the Parks, Recreation, and Libraries Department's Parks Division budget and in the Community Facilities Districts' budgets for each respective year. Staff requests authorization to continue utilizing the remaining four 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.

CONTACT: Joanna Oukrop 916-746-1102 joukrop@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-365 approving purchase orders for the purchase of fertilizer plus dimension.

13. Miscellaneous Waterworks Materials (RFQ-3376) - Purchase Order Increase (ENVIRONMENTAL UTILITIES DEPARTMENT - WATER)

Summary: Staff recommends approval of an increase of $205,000 to the estimated total combined value of the FY2025-26 purchase orders to Pace Supply Corporation and Ferguson Enterprises, LLC dba Ferguson Waterworks, as the lowest responsive and responsible bidders for the purchase of miscellaneous waterworks materials. The requested increase is due to an unexpected increase in the Environmental Utilities Water Utility requirements for parts supplied. This request will increase the estimated total award between the two suppliers for FY2025-26 to $1,250,000. Purchase orders will be issued as needed. Spending for FY2025-26 is included in department budgets in various City funds. Future spending is contingent upon Council approval of the City budget.

CONTACT: Robert Strebel 916-746-1717 rjstrebel@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve an increase to the existing purchase order with Pace Supply Corporation and Ferguson Enterprises, LLC dba Ferguson Waterworks.

14. Water and Local Wastewater Capacity/Connection Fee Update and Nexus Study - Professional Services Agreement Amendment (ENVIRONMENTAL UTILITIES DEPARTMENT)

Summary: Staff recommends approval of a First Amendment to the Professional Services Agreement with Raftelis Financial Consultants, Inc. for the Water and Local Wastewater Capacity/Connection Fee Update and Nexus Study in the amount of $11,895. The First Amendment will increase the total not-to exceed amount from $72,700 to $84,595 with available funding in the Water and Wastewater Operations Funds.

CONTACT: Linda York 916-774-5564 lyork@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-367 approving first amendment to a professional service 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.

15. Water, Wastewater and Recycled Water Cost-of-Service/Rate Study - Professional Services Agreement Amendment (ENVIRONMENTAL UTILITIES DEPARTMENT)

Summary: Staff recommends approval of a first amendment to the professional services agreement with Raftelis Financial Consultants, Inc. for the Water, Wastewater and Recycled Water Cost-of-Service / Rate Study in the amount of $10,890. The first amendment will increase the total not-to exceed amount from $91,560 to $102,450 to cover additional recycled water-related services. Funding is available in the Wastewater Operations Fund.

CONTACT: Deanne Garcia 916-774-1780 dagarcia@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-369 approving a first amendment to professional services agreement, by and between the City of Roseville and Raftelis Financial Consultants, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

16. Environmental Utilities Strategic Plan Development - Professional Services Agreement (ENVIRONMENTAL UTILITIES DEPARTMENT)

Summary: Staff recommends approval of a professional services agreement with Raftelis Financial Consultants, Inc. in the amount of $144,750 to provide strategic planning services for Waste Services and a comprehensive Environmental Utilities Strategic Plan. Funding is included in the Environmental Utilities Department budget.

CONTACT: Kristina McKee 916-774-5595 kmmckee@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-381 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.

17. Corridors Trunk Sewer Capacity Improvements Project – Professional Design Services Agreement (ENVIRONMENTAL UTILITIES DEPARTMENT - WASTEWATER)

Summary: Staff recommends approval of a professional design services agreement with Water Works Engineers, LLC in the amount of $779,214 for design services and engineering services during construction of the Corridors Trunk Sewer Capacity Improvements Project. Funding for this agreement is provided by the South Placer Wastewater Authority, which is jointly funded by the City, Placer County and South Placer Municipal Utilities District.

CONTACT: Kyle Drury kjdrury@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-377 approving a professional design services agreement, by and between the City of Roseville and Water Works Engineers, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

18. Lower Bank Park Project - Notice of Completion (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of the Notice of Completion for the Lower Bank Park Project. The total cost of the construction contract with Brightview Landscape Development, Inc. is $1,205,521.93. Funding for this project was included in the Creekview Neighborhood Park Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-376 accepting the public work known as Lower Bank Park 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.

19. Rocky Rockholm (FD-51) Park Project - Notice of Completion (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of the Notice of Completion for the Rocky Rockholm (FD-51) Park Project. The total cost of the construction contract with Hemington Landscape Service, Inc. is $520,888.04. Funding for this project was included in the Neighborhood Park - Sierra Vista Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-366 accepting the Public Work known as Rocky Rockholm (Fd-51) Park 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.

20. Professional Golf Services - Agreement Amendment (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - RECREATION)

Summary: Staff recommends approval of a second amendment to the agreement with SRI Golf, Inc. to provide golf services at Woodcreek Golf Club and Diamond Oaks Golf Course. The financial impacts will be based on revenues generated under the contract’s structure, including a fixed annual fee and percentage-based revenues generated from golf rounds played, cart rentals, and driving range sales. Funding is in the Golf Course Funds, in which golf revenues offset expenses including maintenance, utilities and internal service fee expenses.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-373 approving a second amendment to agreement, by and between the City of Roseville and SRI Golf, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

21. Taser Equipment - Contract Purchase Agreement Amendment (POLICE DEPARTMENT)

Summary: Staff recommends approval of an amendment to a contract purchase agreement with Axon Enterprise, Inc. to increase the agreement total by $93,685.89, bringing the total agreement amount to $818,520.42 to provide tasers for the Police Department. Twenty additional taser handles will be purchased and assigned to the Department's Animal Control Officers, Reserve Officers, and Special Weapons and Tactical Team. The FY2025-26 total cost for the twenty additional taser handles is $31,728.81. Funding is included in the Police Department's General Fund budget.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-372 approving a contract purchase agreement amendment no. 1, by and between the City of Roseville and Axon Enterprise, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

22. Advanced Metering Infrastructure — Master Services Agreement Amendment (ELECTRIC DEPARTMENT - FINANCIAL & ADMINISTRATIVE)

Summary: Staff recommends approval of the fourth amendment to the master services agreement with Itron, Inc. for continued Advanced Metering Infrastructure Data Collection and Meter Data Management software, licensing, and maintenance. This amendment will increase the contract amount by $4,984,915.78 to ensure continued system support and pricing stability over the next five years. This contract will be funded by both the Electric Utility and Environmental Utilities and allocated annually in the Utility Business Systems budget.

CONTACT: Caitlin Ornelas 916-774-5178 cornelas@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-370 approving a fourth amendment to master services agreement, by and between the City of Roseville and Itron, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

23. Settlement Software System Implementation and Support - Sole Source Contract Purchase Agreement (ELECTRIC DEPARTMENT - FINANCIAL & ADMINISTRATIVE)

Summary: Staff recommends approval of a sole source contract purchase agreement with Yes Energy LLC dba Power Settlements Consulting and Software LLC, in the amount of $866,217, to provide implementation, license and support services for the CAISO Settlecore Software Settlement System (Settlecore), a modern settlement software platform that will replace

Roseville Electric's existing system. The current software is outdated and no longer aligns with the City's technology environment or business requirements. The Settlecore system is being procured as a sole source as it is the only solution already integrated with the existing Energy Imbalance Market settlements through the Balancing Authority of Northern California (BANC). Funding is included in the Electric Fund budget.

CONTACT: Steve Hancock 916-774-5631 sjhancock@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-387 approving an agreement, by and between the City of Roseville and Yes Energy LLC dba Power Settlements Consulting and Software LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

24. 106 Ben Ezra Avenue - Parcel Map (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the 106 Ben Ezra Avenue parcel map. Engineering has completed its review of the parcel map and found that it is in compliance with the approved tentative map. This map will create two lots for future development. The actions requested 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. Approve the parcel map on file with the City Clerk and accept, on behalf of the public, the public easements offered thereon for dedication.

25. Sierra Vista KT-1A - Notice of Completion (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Notice of Completion for Sierra Vista KT-1A. The Engineering Division has made a final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no 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. 25-362 accepting the public work known as Sierra Vista KT-1A 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.

26. Sierra Vista KT-1B - Notice of Completion (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Notice of Completion for Sierra Vista KT-1B. The Engineering Division has made a final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no 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. 25-363 accepting the public work known as Sierra Vista KT-1B 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.

27. Creekview Phase 5 Villages 1 & 2 - Notice of Completion (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Notice of Completion for the Creekview Phase 5 Villages 1 & 2 as complete. The Engineering Division has made the final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CONTACT: Troy Galvin 916-774-5441 jtgalvin@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-386 accepting the public work known as Creekview Phase 5 Village 1 & 2 Project, approving the "Notice of Completion", and authorizing and directing the City Engineer to execute said notice on behalf of the City of Roseville, therefore, and accepting a portion of the dedications offered on the recorded map of the subdivision.

28. Creekview Phase 5 Villages 3 & 4 - Notice of Completion (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Notice of Completion for the Creekview Phase 5 Villages 3 & 4 as complete. The Engineering Division has made a final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CONTACT: Troy Galvin 916-774-5441 jtgalvin@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-385 accepting the public work known as Creekview Phase 5 Villages 3 & 4 Project, approving the "Notice of Completion", and authorizing and directing the City

Engineer to execute said notice on behalf of the City of Roseville, therefore, and accepting a portion of the dedications offered on the recorded map of the subdivision.

29. Minutes of Prior Meetings (CITY CLERK DEPARTMENT)

Summary: Staff recommends approval of the minutes of the November 19, 2025 Closed Session and the November 19, 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 November 19, 2025 Closed Session and the November 19, 2025 City Council Meeting.

30. Resolution - Estela Roig

Summary: Commend Estela Roig for her 20 years of outstanding service and dedication to the City of Roseville and the Finance Department, congratulate her for her many accomplishments, and wish her a long, healthy, and fulfilling retirement.

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

31. Second Reading - Massage Services – Municipal Code Amendment (CITY ATTORNEY DEPARTMENT)

Summary: Staff recommends the City Council approve an ordinance amending Chapter 9.10 of the Roseville Municipal Code regarding massage services.

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

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7017 amending Chapter 9.10 of Title 9 of the Roseville Municipal Code Regarding Massage Services.

32. Second Reading - Alarm Systems - Roseville Municipal Code Amendment (CITY ATTORNEY DEPARTMENT)

Summary: Staff recommends approval of a second reading of an ordinance amending Sections 10.64.030, 10.64.060, and 10.64.130 of the Roseville Municipal Code regarding alarm systems and corresponding fines.

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

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7018 amending Sections 10.64.030, 10.64.060, and 10.64.130 of the Roseville Municipal Code regarding alarm systems.

33. Second Reading - Public Facilities Fee Update - Roseville Municipal Code Amendment (FINANCE DEPARTMENT)

Summary: Staff recommends that the City Council approve the second reading of an ordinance approving adjustments to the Public Facilities Fee and amending Roseville Municipal Code Sections 4.52.010, 4.52.020, 4.52.040, 4.52.050, 4.52.060, 4.52.070, 4.52.080, 4.52.090, and 4.52.130 of Chapter 4.52 related to Public Facilities Fees.

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

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7016 amending sections 4.52.010, 4.52.020, 4.52.040, 4.52.050, 4.52.060, 4.52.070, 4.52.080, 4.52.090, and 4.52.130 of Chapter 4.52 of Title 4 of the Roseville Municipal Code regarding Public Facilities Fees.

34. Appointment of Youth Board Member and Youth Commissioners (CITY CLERK DEPARTMENT)

Summary: Staff recommends Council appoint Zach Unidad as the Grants Advisory Commission Youth Commissioner to a term ending December 31, 2026; and appoint Rochaelin Nguyen as the Library Board Youth Member to a term ending December 31, 2026; and appoint Olive Bailey as the Parks and Recreation Commission Youth Commissioner to a term ending December 31, 2026; and appoint Aishani Thakur as the Transportation Commission Youth Commissioner to a term ending December 31, 2026.

CONTACT: Katrina Six 916-774-5267 kmsix@roseville.ca.us

The City Council will consider the recommendation to:

a. Appoint Zach Unidad as the Grants Advisory Commission Youth Commissioner to a term expiring December 31, 2026.

b. Appoint Rochaelin Nguyen as the Library Board Youth Member to a term expiring December 31, 2026.

c. Appoint Olive Bailey as the Parks and Recreation Commission Youth Commissioner to a term expiring December 31, 2026.

d. Appoint Aishani Thakur as the Transportation Commission Youth Commissioner to a term expiring December 31, 2026.

35. Proclamation - Homeless Persons' Memorial Day December 21, 2025

Summary: Proclaim the 21st day of December 2025 as Homeless Persons' Memorial Day in the City of Roseville.

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

Item removed from the Consent Calendar and Mayor Bernasconi made the presentation to Claudia Snyder of the Roseville Advocates for the Homeless, who responded.

END OF CONSENT CALENDAR

VIII. PRESENTATIONS/REPORTS

36. Unscheduled Board and Commission Vacancies - Appointments (CITY CLERK DEPARTMENT)

Summary: Staff recommends Council appoint one (1) individual to the Local Sales Tax Citizens' Oversight Committee to a term expiring June 30, 2029, from the applications received from Lori Benitez and Frank Udvarhely; and appoint one (1) individual to the Planning Commission to a term expiring June 30, 2026, from applications received from Michael Bradford, Jeffrey Gold, Ed Kriz, Lewis McGeorge, Jason Probst, Jim Ratliff, and Ravi Sharma; and appoint one (1) individual to the Public Utilities Commission to a term expiring June 30, 2028, from the applications received from John Carrier and Frank Udvarhely; and appoint Jeffrey Gold and Gerald Feinerman to the Senior Commission to terms expiring December 31, 2026.

CONTACT: Katrina Six 916-774-5267 kmsix@roseville.ca.us

The City Council will consider the recommendation to:

a. Appoint one (1) individual to the Local Sales Tax Citizens' Oversight Committee to a term expiring June 30, 2029, from the applications received from Lori Benitez and Frank Udvarhely; and

b. Appoint one (1) individual to the Planning Commission to a term expiring June 30, 2026, from the applications received from Michael Bradford, Jeffrey Gold, Ed Kriz, Lewis McGeorge, Jason Probst, Jim Ratliff, and Ravi Sharma; and

c. Appoint one (1) individual to the Public Utilities Commission to a term expiring June 30, 2028, from the applications received from John Carrier and Frank Udvarhely; and

d. Appoint two (2) individuals to the Senior Commission to a term expiring December 31, 2026, from applications received from Jeffrey Gold and Gerald Feinerman.

City Clerk Technician Katrina Six made the presentation to the City Council.

No public comment received.

Motion by Councilmember Roccucci, seconded by Vice Mayor Alvord, to appoint Lori Benitez to the Local Sales Tax Citizens' Oversight Committee to a term expiring June 30, 2029; and appoint Ed Kriz to the Planning Commission to a term expiring June 30, 2026; and appoint John Carrier to the Public Utilities Commission to a term expiring June 30, 2028; and appoint Jeffrey Gold and Gerald Feinerman to the Senior Commission to terms expiring December 31, 2026. The motion passed.

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

37. Council Discretionary Funds Request - Roseville Joint Unified High School District (CITY MANAGER DEPARTMENT - ASSISTANT CITY MANAGER)

Summary: Staff recommends the City Council consider a request for $3,000 from Council Discretionary Funds for Roseville Joint Union High School District (RJUHSD) for the Local Scholarship Program. The district would use the funds to award three $1,000 scholarships to Class of 2026 students in May 2026. The scholarship will be open to seniors in the RJUHSD school district who will be continuing their education at a two or four-year college or trade school and either complete a Career Technical Education pathway at their high school and/or worked as a City employee or intern. The balance remaining in the Council's Discretionary Funds for FY2025-26 is $16,321.

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

The City Council will consider the recommendation to:

a. Consider a request for $3,000 from Council Discretionary Funds for Roseville Joint Union High School District (RJUHSD) for the Local Scholarship Program.

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

Roseville Joint Union High School District Marketing & Communications Coordinator Janelle Lott spoke in support of the item.

Motion by Vice Mayor Alvord, seconded by Councilmember Roccucci, to award $3,000 from Council Discretionary Funds for the Roseville Joint Union High School District for the Local Scholarship Program. The motion passed.

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

38. Council Discretionary Funds Request - AllegiantVETS (CITY MANAGER DEPARTMENT - ASSISTANT CITY MANAGER)

Summary: Staff recommends the City Council consider a sponsorship request in the amount of $500 from Council Discretionary Funds to support AllegiantVETS for their "All In for Veterans" Poker Tournament on November 7, 2025. The $500 will help with the prizes for the Poker Tournament. AllegiantVETS assists with transitioning veterans once the uniform comes off with job placement, hands-on career training, one-on-one mentorship, and provides America's heroes with the tools and network to thrive in civilian life. The balance remaining in the Council's Discretionary Funds for FY2025-26 is $16,321.

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

The City Council will consider the recommendation to:

a. Consider a sponsorship request in the amount of $500 from Council Discretionary Funds to support AllegiantVETS for their "All In for Veterans" Poker Tournament on November 7th, 2025.

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

Marcus and Mark Haney spoke in support of the item.

Item died due to a lack of a motion.

39. Council Discretionary Funds Request - Downtown Roseville Partnership (CITY MANAGER DEPARTMENT - ASSISTANT CITY MANAGER)

Summary: Staff recommends the City Council consider a request for $2,000 from Council Discretionary Funds for Downtown Roseville Partnership for the 64th Annual Sylvia Besana Holiday Parade on December 6, 2025, in downtown Roseville. This family-friendly event includes food and craft booth vendors, and a parade with Santa. The parade presents an opportunity to drive business and interest in our downtown area as well as create additional revenue for our city through sales and increased business. In 2024, this event drew over 4,000 parade watchers, 60 parade units, and dozens of volunteers to make it a success. The balance remaining in the Council's Discretionary Funds for FY2025-26 is $16,321.

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

The City Council will consider the recommendation to:

a. Consider a request for $2,000 from Council Discretionary Funds for Downtown Roseville Partnership for the 64th annual Sylvia Besana Holiday Parade on December 6, 2025, in downtown Roseville.

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

Stephanie Hill spoke in support of the item.

Motion by Councilmember Mendonsa, seconded by Councilmember Roccucci, to award $2,000 from Council Discretionary Funds to the Downtown Roseville Partnership for the 64th annual Sylvia Besana Holiday Parade. The motion passed.

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

40. Labor Market Adjustments, Updates to the Management and Confidential Terms, Conditions and Understandings, and Temporary Salary Schedule Updates with Minimum Wage Increases (HUMAN RESOURCES DEPARTMENT)

Summary: In accordance with current labor agreements, staff recommends Council approve the updated International Union of Operating Engineers, Stationary Engineers, Local 39 (Local 39), Roseville Police Association (RPA), Confidential and Management A and B salary schedules reflecting labor market adjustments to bring classifications to the 55% percentile effective

January 10, 2026. In addition, updates are recommended to the Management and Confidential Terms, Conditions and Understandings. The salary schedule updates cost $2,493,457 for the remaining 12 pay periods of the fiscal year, with the General Fund portion totaling $1,312,742, and the updated management terms will cost $7,126 to the General Fund. The Fiscal Year (FY) 2025-26 adopted budget includes adequate resources in the General Fund Contingency to fund this cost. The California Department of Finance has certified a minimum wage increase from $16.50 per hour to $16.90 per hour on January 1, 2026. A total of thirteen (13) temporary classifications are recommended to receive a salary increase. The fiscal impact to the Youth Development Fund is $1,250 and to the General Fund is approximately $23,800. There are adequate resources available in the FY2025-26 budget to absorb this cost. Staff is also requesting the addition of two (2) new temporary classifications and retitling of one (1) temporary classification to meet the City's business needs.

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

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7021 amending Ordinance No. 7015, the salary ordinance for employees represented by the International Union of Operating Engineers, Stationary Engineers, Local 39, as amended by appendix "J" to be effective January 10, 2026, as an urgency measure; and

b. Adopt Ordinance No. 7022 amending Ordinance No. 6966, the salary ordinance for Non-Sworn employees represented by the Roseville Police Association, as amended by appendix "F" to be effective January 10, 2026, as an urgency measure; and

c. Adopt Ordinance No. 7023 amending Ordinance No. 6967, the salary ordinance for Confidential Employees, as amended by appendix "D" to be effective January 10, 2026, as an urgency measure; and

d. Adopt Ordinance No. 7024 amending Ordinance No. 7014, the salary ordinance for Management Employees, as amended by appendix "N" to be effective January 10, 2026, as an urgency measure; and

e. Adopt Resolution No. 25-388 to approve the updated Management and Confidential Terms, Conditions and Understandings, effective December 27, 2025; and

f. Adopt Ordinance No. 7025 amending Ordinance No. 6969, the salary ordinance for Seasonal/Temporary Employees, as amended by appendix "Z" to be effective December 27, 2025, as an urgency measure.

Items 40 and 41 were heard concurrently.

Human Resources Director Stacey Peterson made the presentation to the City Council.

No public comment received.

Motion by Councilmember Mendonsa, seconded by Vice Mayor Alvord, to adopt Ordinance No. 7021 amending Ordinance No. 7015, the salary ordinance for employees represented by the International Union of Operating Engineers, Local 39, as amended by appendix "J" to be effective January 10, 2026, as an urgency measure; and Adopt Ordinance No. 7022 amending Ordinance No. 6966, the salary ordinance for Non-Sworn employees represented by the Roseville Police Association, as amended by appendix "F" to be effective January 10, 2026, as an urgency measure; and Adopt Ordinance No. 7023 amending Ordinance No. 6967, the salary ordinance for Confidential Employees, as amended by appendix "D" to be effective January 10, 2026, as an urgency measure; and Adopt Ordinance No. 7024 amending Ordinance No. 7014, the salary ordinance for Management Employees, as amended by appendix "N" to be effective January 10, 2026, as an urgency measure; and Adopt Resolution No. 25-388 to approve the updated Management and Confidential Terms, Conditions and Understandings, effective December 27, 2025; and Adopt Ordinance 7025 amending Ordinance No. 6969, the salary ordinance for Seasonal/Temporary Employees, as amended by appendix "Z" to be effective December 27, 2025, as an urgency measure. The motion passed.

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

41. Roseville Police Officers' Association Successor Memorandum of Understanding (HUMAN RESOURCES DEPARTMENT)

Summary: Staff recommends approval of a successor Memorandum of Understanding (MOU) with the Roseville Police Officers' Association for a term beginning January 1, 2026, to December 31, 2029. The cost to the Fiscal Year (FY) 2025-2026 General Fund budget will be $859,348. These costs will be covered by the existing budget. The overall ongoing projected costs of salary and benefit increases to the General Fund over the MOU four-year term is $10,831,359. This total contract cost amount includes the estimate for the general wage increases of two and one-half percent in year two and year four, but does not account for labor market adjustments to maintain salaries at the 55th percentile of the market in year three that will be presented to the City Council in December 2028.

CONTACT: Janie Carduff 916-774-5205 jcarduff@roseville.ca.us

The City Council will consider the recommendation to:

a. Resolution No. 25-389 approving a Successor Memorandum of Understanding for Sworn Employees represented by the Roseville Police Officers' Association, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Ordinance No. 7026 amending Ordinance No. 6898, the salary ordinance for sworn employees represented by the Roseville Police Officers' Association, as amended by appendix "A" to be effective January 10, 2026 as an urgency measure.

Items 40 and 41 were heard concurrently.

Human Resources Director Stacey Peterson made the presentation to the City Council.

Motion by Councilmember Roccucci, seconded by Vice Mayor Alvord, to adopt Resolution No. 25-389 approving a Successor Memorandum of Understanding for Sworn Employees represented by the Roseville Police Officers' Association, and authorizing the City Manager to execute it on behalf of the City of Roseville; and Adopt Ordinance No. 7026 amending Ordinance No. 6898, the salary ordinance for sworn employees represented by the Roseville Police Officers' Association, as amended by appendix "A" to be effective January 10, 2026 as an urgency measure. The motion passed.

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

IX. PUBLIC HEARINGS

NOTICE TO THE PUBLIC: Public Hearing Process

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

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

Any challenges in court about public hearing matters noticed on this agenda may be limited to only those issues, that were raised orally at the public hearing or in written form received by the City on or before the hearing.
Public Hearings listed for continuance will be continued and posting of this agenda will serve as notice of continuation.

42. Multi-Hazard Mitigation Plan Resolution (DEVELOPMENT SERVICES - PLANNING)

Summary: Staff recommends adoption of a Resolution affirming the Multi-Hazard Mitigation Plan dated December 2023 is adopted and incorporated by reference as part of the Safety Element of the City's General Plan to comply with California Governor’s Office of Emergency Services guidelines. This will have no impact on the General Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-374 affirming the City of Roseville Multi-Hazard Mitigation Plan dated December 2023 is adopted and incorporated by reference as part of the Safety Element of the City of Roseville General Plan.

Mayor Bernasconi opened the public hearing at 6:52 p.m.

Assistant Development Services Director Greg Bitter introduced Senior Planner Lauren Hocker who made the presentation to the City Council.

No public comment received.

Mayor Bernasconi closed the public hearing at 6:53 p.m.

Motion by Councilmember Mendonsa, seconded by Councilmember Roccucci, to Adopt Resolution No. 25-374 affirming the City of Roseville Multi-Hazard Mitigation Plan dated December 2023 is adopted and incorporated by reference as part of the Safety Element of the City of Roseville General Plan. The motion passed.

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

43. Use Type Classifications and Definitions — Municipal Code Amendment (DEVELOPMENT SERVICES - PLANNING)

Summary: At the October 23, 2025 Planning Commission hearing, the Planning Commission recommended that the City Council introduce for first reading an ordinance amending Sections 19.08.080 and 19.95.030 of the Roseville Municipal Code regarding Use Type Classifications and Definitions clarifying the City's definitions for "kitchens" with the purpose of defining how dwelling units are classified in the Municipal Code.

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

The City Council will consider the recommendation to:

a. Introduce for first reading an Ordinance amending Sections 19.08.080 and 19.95.030 of the Roseville Municipal Code regarding Use Type Classifications and Definitions.

Mayor Bernasconi opened the public hearing at 6:54 p.m.

Assistant Development Services Director Greg Bitter introduced Associate Planner Eric Singer who made the presentation to the City Council.

No public comment received.

Mayor Bernasconi closed the public hearing at 7:01 p.m.

Motion by Vice Mayor Alvord, seconded by Councilmember Mendonsa, to Introduce for first reading an Ordinance amending Sections 19.08.080 and 19.95.030 of the Roseville Municipal Code regarding Use Type Classifications and Definitions. The motion passed.

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

44. Infill Objective Design Standards Approval (DEVELOPMENT SERVICES - PLANNING)

Summary: Staff recommends approval of the Objective Design Standards for multi-family and single-family medium density residential projects for use within the City's Infill Planning Area, with the intention of regulating the following aspects of development: site planning and building siting; edge and boundary treatments; topography and grading; access, circulation, and parking; service and storage; architectural design; landscaping; lighting; and signage. The proposed amendments will have no impact on the City's General Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-379 approving the Infill Objective Design Standards for multifamily residential development and medium density residential development.

Mayor Bernasconi opened the public hearing at 7:01 p.m.

Associate Planner Eric Singer made the presentation to the City Council.

No public comment received.

Mayor Bernasconi closed the public hearing at 7:06 p.m.

Motion by Councilmember Roccucci, seconded by Vice Mayor Alvord, to Adopt Resolution No. 25-379 approving the Infill Objective Design Standards for multifamily residential development and medium density residential development. The motion passed.

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

45. Backflow Prevention Inspection and Cross-Connection Control - Municipal Code Amendment and Updated Fine and Bail Schedule (ENVIRONMENTAL UTILITIES DEPARTMENT)

Summary: Staff recommends the City Council introduce for first reading an ordinance amending Chapter 14.10 of the Roseville Municipal Code, which prescribes regulations governing Backflow Prevention and Cross Connection Control, and provisionally approve the fine and bail schedule additions related to Cross-Connection Control Program enforcement, subject to the Municipal Code amendment being adopted at the second reading.

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

The City Council will consider the recommendation to:

a. Introduce for first reading an ordinance amending Chapter 14.10 of the Roseville Municipal Code which prescribes regulations governing Backflow Prevention and Cross Connection Control; and

b. Adopt Resolution No. 25-371 adopting a fine and bail schedule for enforcement of municipal code violations and repealing Resolution 25-190 subject to the Municipal Code amendment being adopted at the second reading.

Mayor Bernasconi opened the public hearing at 7:07 p.m.

Environmental Utilities Compliance Administrator Rachel Tooker made the presentation to the City Council.

No public comment received.

Mayor Bernasconi closed the public hearing at 7:23 p.m.

Motion by Mendonsa, seconded by Roccucci, to introduce for first reading an ordinance amending Chapter 14.10 of the Roseville Municipal Code which prescribes regulations governing Backflow Prevention and Cross Connection Control; and Adopt Resolution No. 25-371 adopting a fine and bail schedule for enforcement of municipal code violations and repealing Resolution No. 25-190 subject to the Municipal Code amendment being adopted at second reading. The motion passed.

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

46. City Council/Finance Authority — Issuance and Sale of 2026 Electric System Revenue Bonds (FINANCE DEPARTMENT)

Summary: Staff recommends that the City Council, acting in its capacity and as the Board of the Roseville Finance Authority, approve the issuance of the 2026 Roseville Finance Authority Electric System Revenue Bonds (2026 Bonds). The 2026 Bonds are being issued for an amount not to exceed $88,000,000 to finance the Roseville Power Plant #2 Repower Project and other electric system capital improvements. Issuance of these bonds will not impact the City's General Fund.

CONTACT: Dennis Kauffman, Joanna Cucchi 916-774-5313, 916-746-1609 dkauffman@roseville.ca.us, jcucchi@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-375 authorizing the issuance and sale of electric system revenue bonds by the Roseville Finance Authority, execution of a supplemental installment purchase contract, a contract of purchase for the bonds, and approving related documents and official actions; and

b. Adopt Roseville Finance Authority Resolution No. 3-25 a resolution of the Board of Directors of the Roseville Finance Authority authorizing the issuance and sale of electric system revenue bonds, approving a supplemental installment purchase contract, a trust agreement, a contract of purchase for the bonds, and approving related documents and official actions

Mayor Bernasconi opened the public hearing at 7:24 p.m.

Assistant Electric Utility Director Joanna Cucchi made the presentation.

Assistant City Manager/Chief Financial Officer Dennis Kauffman continued the presentation to the City Council.

No public comment received.

Mayor Bernasconi closed the public hearing at 7:34 p.m.

Motion by Houdesheldt, seconded by Roccucci, to adopt Resolution No. 25-375 authorizing the issuance and sale of electric system revenue bonds by the Roseville Finance Authority, execution of a supplemental installment purchase contract, a contract of purchase for the bonds, and approving related documents and official actions; and Adopt Resolution Finance Authority No. 3-25 a resolution of the Board of Directors of the Roseville Finance Authority authorizing the issuance and sale of electric system revenue bonds, approving a supplemental installment purchase contract, a trust agreement, a contract of purchase for the bonds, and approving related documents and official actions. The motion passed.

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

X. PUBLIC COMMENTS

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

No public comment received.

XI. STAFF/COUNCIL REPORTS

Electric Risk Oversight Committee Meeting - Councilmember Roccucci reported.

Northern California Power Agency Meeting - Councilmember Roccucci reported on attendance.

Placer County Flood Control and Water Conservation Committee Meeting - Councilmember Roccucci reported on attendance.

Councilmember Mendonsa reported on various community events.

Industry Visit to Germany - Mayor Bernasconi reported.

XII. ADJOURNMENT

Mayor Bernasconi adjourned the meeting at 7:45 p.m.

City Council Communication

Meeting Date: 1/21/2026
Item #: VIII.26
File #: 0102-16
Item ID: 2025-977

Title:	Council Discretionary Funds Request - PRIDE Industries
Contact:	Heather Blanco 916-746-1171 hblanco@roseville.ca.us

SUMMARY

Memo from Executive Assistant Heather Blanco and City Clerk Carmen Avalos requesting the City Council consider a request for a $2,500 sponsorship from Council Discretionary Funds for PRIDE Industries' 60th Anniversary Gala on February 28, 2026, at PRIDE Industries' Roseville headquarters. This milestone event supports the 60 years of inclusion, innovation, and impact, bringing together leaders, change makers, and community supporters. The event will spotlight the contributions of the Honorable Tony Coelho, former U.S. Congressman and architect of the American Disabilities Act, who will receive the Lifetime Achievement Award. Guests and sponsors will champion PRIDE Industries' mission to create employment opportunities for people with disabilities, making this event a tribute to the past and a commitment to the future. The balance remaining in the Council's Discretionary Funds for FY2025-26 is $11,321.

RECOMMENDATION

Staff recommends that the City Council consider a request for $2,500 sponsorship from Council Discretionary Funds for PRIDE Industries' 60th Anniversary Gala on February 28, 2026, at PRIDE Industries' Roseville Headquarters.

BACKGROUND

PRIDE Industries has not requested Council Discretionary Funds in the past; however, they applied for Citizens' Benefit Fund grant funding in 2024 but were not awarded funding.

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. The City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to $15,000 of the annual earnings for the purpose of improving the quality of life in Roseville.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund. Annually, the Assistant City Manager/Chief Financial Officer allocates $15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.040 in the Municipal Code and includes it in the annual budget along with the Citizens' Benefit Fund resources available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for Roseville residents and appropriated by the City Council. The balance remaining in the Council's Discretionary Funds for FY2025-26 is $11,321.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy

Respectfully Submitted,
Heather Blanco, Executive Assistant

Dennis Kauffman, Chief Financial Officer/Assistant City Manager

ATTACHMENTS:

1. PRIDE Industries Request

REVIEWERS:

Heather Blanco, City Manager Department - City Manager	Created/Initiated - 12/24/2025
Heather Blanco, City Clerk Department	Approved - 1/2/2026
Kelly Aye, City Attorney Department	Approved - 1/5/2026
Katrina Six, City Clerk Department	Approved - 1/6/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/6/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/7/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/7/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/8/2026
Katrina Six, City Clerk Department	Final Approval - 1/8/2026

meeting 1/21/26 ?

Blanco, Heather

From: City Council Mail
Sent: Tuesday, December 9, 2025 10:53 AM
To: Blanco, Heather
Cc: Ruiz, Amy
Subject: FW: Council Discretionary Funds Request 2025-12-08 03:36 PM(PST) Submission Notification

Hi Heather,

Council Discretionary Funds request received.

Thank you,

Cary

From: notification@civiclive.com <notification@civiclive.com>
Sent: Monday, December 8, 2025 3:37 PM
To: City Council Mail <CityCouncil@roseville.ca.us>
Subject: Council Discretionary Funds Request 2025-12-08 03:36 PM(PST) Submission Notification

External: This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments, or taking further action.

Council Discretionary Funds Request 2025-12-08 03:36 PM(PST) was submitted by Guest on 12/8/2025 6:36:32 PM (GMT-08:00) US/Pacific

Name	Value
Name of Org	PRIDE Industries
Contact Name	Tracy Snyder
Contact Phone	(916) 788-2302
Contact Email	foundation@prideindustries.com
Non-Profit Status	Yes
Request Amount	2500
Date of Event and Location	2/28/2026 at PRIDE Industries' Headquarters in Roseville
Describe Event	This milestone celebration will honor six decades of inclusion, innovation, and impact, bringing together leaders, changemakers, and community supporters for an evening of inspiration, entertainment, and legacy-building. The gala will spotlight the extraordinary contributions of the Honorable Tony Coelho, former U.S. congressman and architect of the Americans with Disabilities Act, who will receive the Lifetime Achievement Award. Guests and sponsors will champion PRIDE Industries' mission to create employment opportunities for people with disabilities, making the event both a tribute to the past and a commitment to shaping a more inclusive future.
Describe Funds	For six decades, PRIDE Industries has championed inclusion and created meaningful employment opportunities for people with disabilities. Your support

	helps us continue this mission and expand our impact for generations to come. Funds raised will be distributed to PRIDE Industries programs in the months after the event.
Request Type	One Time Request
Grant Funds Question	Yes, PRIDE Industries applied for the CBF/REACH/ARPA grant back in 2024. Unfortunately our application was unable to be funded.
Strategies	Discretionary funds have not been received in previous years.
Acknowledge CIP	CIP acknowledgement
Acknowledge Responsibility	responsibility acknowledgement

To view this form submission online, please follow the link below:

https://www.roseville.ca.us/form/one.aspx?objectId=21081231&contextId=20611114&returnto=submissions

City Council Communication

Meeting Date: 1/21/2026
Item #: VIII.27
File #: 0102-16
Item ID: 2025-999

Title:	Council Discretionary Funds - Spanger Elementary Parent-Teacher Club
Contact:	Heather Blanco 916-746-1171 hblanco@roseville.ca.us

SUMMARY

Staff recommends the City Council consider a request for a $500 sponsorship from Council Discretionary Funds for Spanger Elementary Parent-Teacher Club to support its annual Pancakes & PJ's community fundraiser on March 19, 2026. The event typically serves more than 400 attendees and is designed to be inclusive and affordable for all families. Proceeds from the 2026 event will help to upgrade the 20-year-old bookroom, which provides class sets of books for all grade levels to support reading instruction. The balance remaining in the Council's Discretionary Funds for FY2025-26 is $11,321.

RECOMMENDATION

Staff recommends that the City Council consider a request for a $500 sponsorship from Council Discretionary Funds for Spanger Elementary Parent-Teacher Club to support its annual Pancakes & PJ's community fundraiser on March 19, 2026.

BACKGROUND

Spanger Elementary Parent-Teacher Club has not requested Council Discretionary Funds in the past. In FY2024-25 Spanger Elementary Parent-Teacher Club received Citizens' Benefit Fund grant funding in the amount of $14,700 to build an Elementary Outdoor Classroom on school grounds.

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. The City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to $15,000 of the annual earnings for the purpose of improving the quality of life in Roseville.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund. Annually, the Assistant City Manager/Chief Financial Officer allocates $15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.040 in the Municipal Code and includes it in the annual budget along with the Citizens' Benefit Fund resources available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for Roseville residents and appropriated by the City Council. The balance remaining in the Council's Discretionary Funds for FY2025-26 is $11,321.

ENVIRONMENTAL REVIEW

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

award of funds meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy

Respectfully Submitted,
Heather Blanco, Executive Assistant

Dennis Kauffman, Chief Financial Officer/Assistant City Manager

ATTACHMENTS:

1. Spanger Elementary Parent Teacher Club Request

REVIEWERS:

Arleta Wagenhals, City Clerk Department	Created/Initiated - 12/24/2025
Heather Blanco, City Clerk Department	Approved - 1/2/2026
Kelly Aye, City Attorney Department	Approved - 1/5/2026
Katrina Six, City Clerk Department	Approved - 1/6/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/6/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/7/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/7/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/8/2026
Katrina Six, City Clerk Department	Final Approval - 1/8/2026

1/21/26 mtg

Ruiz, Amy

From: notification@civiclive.com
Sent: Sunday, December 21, 2025 5:00 PM
To: City Council Mail
Subject: Council Discretionary Funds Request 2025-12-21 05:00 PM(PST) Submission Notification

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Council Discretionary Funds Request 2025-12-21 05:00 PM(PST) was submitted by Guest on 12/21/2025 8:00:08 PM (GMT-08:00) US/Pacific

Name	Value
Name of Org	Spanger Elementary Parent-Teacher Club
Contact Name	Sabrina Mehlhorn
Contact Phone	9167075628
Contact Email	spangerptc.fundraiser@gmail.com
Non-Profit Status	Yes
Request Amount	500
Date of Event and Location	03/19/2026 - Ferris Spanger Elementary School
Describe Event	The Spanger Elementary Parent-Teacher Club is requesting support for its annual Pancakes & PJs community fundraiser, a family-friendly evening event that brings together students, families, and staff for a shared meal and raffle. The event typically serves more than 400 attendees and is designed to be inclusive and affordable for all families. Proceeds from the 2026 event will support a long-overdue upgrade to Spanger Elementary's 20-year-old bookroom, which provides class sets of books for all grade levels to support reading instruction. Many of the existing materials are outdated and no longer aligned with current literacy standards or student interests. Upgrading these resources will directly benefit students across all grade levels by improving access to age-appropriate, engaging reading materials.
Describe Funds	Requested funds will be used to purchase pancake supplies and disposable serving materials (including pancake mix, syrup, paper goods, and related consumables) required to host the Pancakes & PJs event. These expenses would otherwise be paid from event proceeds. Covering these costs with discretionary funds allows a greater portion of community-raised funds to be directed toward the bookroom upgrade. All funds will be fully expended prior to the March 19, 2026 event date.
Request Type	One-time request

Grant Funds Question	Yes. The Spanger PTC has applied for and received City of Roseville grant funding within the past 24 months for school and student enrichment purposes.
Strategies	This request is supplemental and event-specific. The Spanger PTC primarily funds its programs through community fundraising, partnerships with local businesses, and competitive grant opportunities. Council Discretionary Funds are used strategically and sparingly to offset specific costs that allow community-generated funds to have a greater direct impact on student programs.
Acknowledge CIP	CIP acknowledgement
Acknowledge Responsibility	responsibility acknowledgement

To view this form submission online, please follow the link below:

https://www.roseville.ca.us/form/one.aspx?objectId=21097196&contextId=20611114&returnto=submissions

City Council Communication

Meeting Date: 1/21/2026
Item #: VIII.28
File #: 0215
Item ID: 2025-941

Title:	Development Impact Fee Reports for Fiscal Year Ended June 30, 2025
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

SUMMARY

Staff recommends Council accept the informational Development Impact Fee Reports prepared for the fiscal year that ended June 30, 2025. California state legislation sets certain legal and procedural parameters for the charging of development impact fees. This legislation was passed as AB1600 by the State Legislature and is now codified as California Government Code Sections 66000 through 66008.

RECOMMENDATION

Staff recommends that the City Council accept the informational Development Impact Fee Reports prepared for the fiscal year that ended June 30, 2025.

BACKGROUND

California state legislation establishes legal and procedural requirements for the imposition of development impact fees ("DIFs"). This legislation was enacted as Assembly Bill (AB1600) and is codified as California Government Code Sections 66000 through 66008 ("Mitigation Fee Act"). California Government Code section 66006(b) requires that, for each separate DIF account or fund established, the local agency shall, within 180 days after the close of each fiscal year, make available to the public the following information for the fiscal year;

1. A brief description of the type of fee in the account or fund.
2. The amount of the fee.
3. The beginning and ending balance of the account or fund.
4. The amount of the fees collected and interest earned.
5. An identification of each public improvement on which fees were expended.
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.
7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
8. The amount of refunds made (as pursuant to GC § 66001 (e)) due to sufficient funds being collected to complete financing of incomplete public improvements, and the amount of reallocation of funds made (as pursuant to GC § 66001 (f)) due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

The attached Development Impact Fee Reports are provided for informational purposes and are also available on the City's website.

FISCAL IMPACT

The report is for informational purposes only. There is no impact to the City's General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world

Respectfully Submitted,
Jeannine Thrash, Management Analyst

Scott Pettingell, Finance Director

ATTACHMENTS:

1. Roseville-Development Impact Fee Report for Fiscal Year Ending June 30, 2025
2. JPA_SPWA Development Impact Fee Report for Fiscal Year Ending June 30, 2025

REVIEWERS:

Jeannine Thrash, Finance Department	Created/Initiated - 12/15/2025
Scott Pettingell, Finance Department - Budget	Approved - 12/19/2025
Kelly Aye, City Attorney Department	Approved - 12/23/2025
Katrina Six, City Clerk Department	Approved - 12/23/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/6/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/8/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/8/2026
Dominick Casey, City Manager Department - City Manager	Approved - 1/8/2026
Katrina Six, City Clerk Department	Final Approval - 1/8/2026

Annual Development Impact Fee Report

Fiscal Year Ended June 30, 2025

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Reporting Requirements for Development Impact Fees

In California, State legislation sets certain legal and procedural parameters for the charging of development impact fees ("DIFs"). This legislation was passed as AB1600 by the California Legislature and is now codified as California Government Code Sections (GC §) 66000 through 66008 ("Mitigation Fee Act"). This State law went into effect on January 1, 1989.

GC § 66006(b) states the following requirements as pertains to DIFs:

For each separate account or fund established, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) A brief description of the type of fee in the account or fund.

(B) The amount of the fee.

(C) The beginning and ending balance of the account or fund.

(D) The amount of the fees collected and interest earned.

(E) An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement including the total percentage of the cost of the public improvement that was funded with fees.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.

(H) The amount of refunds made (as pursuant to GC § 66001(e)) due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made (as pursuant to GC § 66001(f)) due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

GC § 65865(e) also requires that in any development agreement entered into on or after January 1, 2004, the City shall comply with GC § 66006 with respect to any fee it receives or cost it recovers.

Description of Development Impact Fees

Drainage Fees

The Drainage Fee is established pursuant to Roseville Municipal Code Chapters 4.48 and 4.49. Drainage fees are required for all new construction that occurs within the Dry Creek Watershed mitigation zone or the Pleasant Grove/Curry Creek Watershed mitigation zones. These mitigation zones are further broken down into sub-zones or sub-areas for which fees vary.

New development, and the expansion of existing development, within the City imposes a burden on the creeks and drainage infrastructure within the Dry Creek watershed and the Pleasant Grove and Curry Creek watershed by adding additional impervious surface, thereby adding more runoff, and by changing discharge rates. Some of the worst burdens imposed by development are on properties located within the Dry Creek watershed and Pleasant Grove and Curry Creek watershed downstream from the City, where additional run-off poses a threat of severe flooding and is a danger to life and property.

The drainage fees have been calculated so as to pay for those facilities listed in the capital improvement program. The fee is to be collected for public improvements and facilities for which an account has been established and funds appropriated, and for which a proposed construction schedule has been adopted.

Public Facilities Fee

The Public Facilities Fee is established pursuant to Roseville Municipal Code Chapter 4.52. New development and the expansion of existing development within the City imposes burdens on existing public facilities and creates a need for additional public facilities. Such burdens may vary by the type of land use. The Public Facilities Fee is applied to new development and expansion of existing development to ensure adequate levels of public services and facilities are maintained. This fee spreads the costs of public facilities to development which creates the need for such public facilities, without generating any surplus to the general fund.

Sewer Connection Fees

Sewer connection fees are established pursuant to Roseville Municipal Code Chapter 14.16. Additional fees may be applicable to properties within sewer special benefit assessment areas.

- *Local Sewer Connection Fee* - The local sewer connection fee is charged for each sewer unit required within the Roseville City limits connected to the City-owned public sewer.

Water Connection Fee

Water connection fees are established pursuant to Roseville Municipal Code Chapter 14.08 and are applicable to all new water service connections within the City limits. This fee ensures the sharing of the costs associated with maintenance and expansion of the City's raw water supply, water treatment, storage, and distribution facilities by those who receive the benefits thereof.

Traffic Mitigation Fees

In 1988 the City of Roseville adopted a city-wide Traffic Mitigation Fee Program, requiring new development within the City to pay traffic impact fees. The fees collected through this program, in addition to other funding sources, allows the City to construct transportation improvements identified in its Capital Improvement Program (CIP). The fee program assesses fair-share costs to each jurisdiction based on their impact on the individual roadways from new development.

City / County Traffic Mitigation Fee - The City of Roseville and Placer County entered into a joint fee program for the purpose of funding improvements on Baseline Road and Walerga Road. The fee program assesses fair-share costs to other jurisdictions based on their impact on the individual improvements from new development. The fees associated with this fee program were originally collected by Roseville and Placer County. Fees collected by Roseville were remitted to Placer County quarterly to be held in one account. Effective July 2013, Fiddyment Road was removed from the program and individual agencies became responsible for holding the fees they *collect in two separate accounts, one with Roseville and one with Placer County*.

Downtown Specific Plan In-Lieu Parking Fee

This fee is established pursuant to Roseville Municipal Code Chapter 19.31. Within the designated Commercial Mixed Use, Old Town and Central Business districts, a parking requirement serving nonresidential uses and residential uses, where a minimum of one space per unit is provided on-site for the residential units, may be met by a cash in-lieu payment to the City prior to issuance of a building permit, or a certificate of occupancy if no building permit is required. The fee is dedicated for use to offset the cost of public off-street parking within the Downtown Specific Plan area in the form of garages or public parking lots.

Park Fees- (Although Park fees were adopted pre- AB1600, they are still being included in this report.)

Park fees are authorized pursuant to Roseville Municipal Code Chapters 4.37 and 4.38. There are two different types of park fees applicable to all residential projects. The City-wide Park Fee funds park and recreation facilities intended to serve the entire community, and the Neighborhood and Community Park Fees fund park and recreation facilities intended to serve neighborhood areas. Park fees may vary based on fees and credits that a parcel may be subject to. City-wide Park Credits are granted to all parcels within specific plan areas that have entered into a Development Agreement with the City. Certain parcels may be subject to additional City-wide credits. These additional credits are typically granted for park property dedication above City standards, or other park obligations that were paid for by the original land developers.

Electric Backbone Impact Fee

The Electric Backbone Impact Fee applies to all new customers served by the City's Electric Department and any customer requesting a special service or capacity increase. Fees are based upon a per lot/unit charge and collected upon issuance of the building permit fees. Fees are authorized pursuant to Roseville Municipal Code Chapter 4.54.

Solid Waste Impact Fee

The Solid Waste Impact Fee applies to all new single-family and duplex units. This fee is paid to the Solid Waste Division of the Environmental Utilities Department to set-up solid waste service. Typically, this fee is paid by the developer during the time of construction so that service will be available upon move-in by the homeowner. Fees are authorized pursuant to Roseville Municipal Code Chapter 9.12.

Development Agreement Fees Imposed Since 2004 (GC §65865(e))

- *Sierra Vista Specific Plan Mitigation Fee Program* –
  - *City Park Land Fee* - This fee provides funding for the SVSP land that is intended to be dedicated for a City park. This fee component does not cover neighborhood parks.
  - *Improvements Fee* - This fee is to provide funding for Sierra Vista landowners to be reimbursed for the design and completion of the SVSP improvements and to provide funding for open space and right-of-way dedications (e.g., school, fire station).
  - *Administration* - Establishment of the fee is for the purpose of equitably sharing the costs and burdens of administration of the SVSP Fee program throughout the specific plan with each landowner.

- *Watt Avenue and Vista Grande Boulevard Extension Traffic Mitigation Fee* – This fee provides fair share funding for extensions of Watt Avenue between the Regional University Specific Plan and future Placer Parkway and "Road B" west of the Sierra Vista Specific Plan boundary to Baseline Road. This fee remains in effect until a city-wide funding mechanism is adopted in cooperation with Placer County.

- *Water Meter Retrofit / Conservation Program* – This fee is established pursuant to Roseville Municipal Code Chapter 14.08 for the maintenance and testing of water meters and installation of Encoder Receiver Transmitter (ERT) devices.

- *Traffic Signal Coordination Fee* – This fee provides funding for the West Roseville Traffic Signal Interconnect project.

- *Bike Trail Fee* – This fee funds construction of Class 1 bike trails through new development areas.

- *City-Wide Park In-Lieu Fee* – This fee is paid as an alternative to dedication of City-wide park land, as specified in individual development agreements.

- *Fire Tax Equivalent Fee* – This fee applies to new growth areas and replaces the Fire Service Facilities Tax that expired in 2009. This fee provides funding for capital fire facilities and related equipment required to serve new growth areas.

- *Public Benefit Fee (AKA Community Benefit Fee)* – This fee applies to new residential growth areas and properties rezoned from non-residential to residential land uses. This fee ensures that new residential growth areas will benefit current and future residents of Roseville through investment in various public infrastructure projects and activities.

- *Air Quality Mitigation Fee (applies to West Roseville Specific Plan)* – This fee provides funding to the Placer County Air Pollution Control District to mitigate impacts to air quality resulting from new residential development.

- *Transit Shuttle Service Fee (applies to West Roseville Specific Plan)* – This fee provides funding for a shuttle service between the West Roseville Specific Plan area and the I80/Watt Avenue light rail station.

- *Downtown Benefit Fee* – Offsets the fiscal impacts associated with the unit increase within the West Roseville Specific Plan.

- *Westpark Drive off-site road fee* – Developer's fee will fund the construction cost of Westpark Drive north of the Pleasant Grove Wastewater Treatment Plant.

- *Blue Oaks Boulevard Off-Site Road Fee* – Developer's pro-rata share of the cost obligation dedicated to segments 3 and 4 of the Blue Oaks Boulevard off-site improvements.

- *Community Parks Public Benefit Fee* – Developer's fee will provide for park development and in-lieu land dedication.

Fund Balance Summary

Drainage Fee										
Pleasant Grove/Curry Creek Watershed Drainage Mitigation Fee										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded)**	**Interest Earned**	**Interfund Transfer In/(Out)***	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
Roseville Municipal Code Chapter 4.48		Ordinance No. 5933	$17,401,050	1,533,406	394,579	-	(82,660)			
	Pleasant Grove Retention Basin						(17,356)		No	100
	Pleasant Grove Curry Creek Watershed Drainage Mitigation Fee Update						(44,782)		Yes- August 2023	67
	Pleasant Grove Stormwater Retention Facility						(2,217,403)		No	100
								$16,966,833		

Drainage Project Descriptions

Pleasant Grove Retention Basin (Project # 400006) - Funding for this mandatory mitigation project will design and construct an approximately 2,500 acre-feet flood detention basin in the Al Johnson Wildlife Area/"Reason Farm Property" to mitigate various development projects. FY2022-23 funding was used to begin planning efforts for grant identification and development of an RFP for design. The project will be constructed when enough developer fees and grant funds have been collected to fund construction.

Pleasant Grove Curry Creek Watershed Drainage Mitigation Fee Update (Project# 500258) – This project provides funding for a Watershed Drainage Mitigation Fee Update in FY2022-23. The last Pleasant Grove Curry Creek Watershed Drainage Mitigation Fee Update was completed on July 1, 2018, and these updates are expected to occur approximately every five years.

Pleasant Grove Stormwater Retention Facility (Project# 500360) - Funding for this mandatory mitigation project will design and construct up to approximately 3,800 acre-feet flood detention basin in the Al Johnson Wildlife Area/"Reason Farms Property" to mitigate various development projects. It is possible that the basin will become a regional facility in collaboration with Placer County and multiple developers (Memorandum of Understanding pending). The project will be constructed when enough developer fees and grant funds have been collected to fund construction.

Dry Creek Watershed Drainage Mitigation Fee

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)*	Expenditures	Ending Balance as of June 30, 2025	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Roseville Municipal Code Chapter 4.49	Dry Creek Drainage Basin	Ordinance No. 2617	$331	7,716	36	-	(7,751)	**$332**	No	Unknown

Public Facilities Fee										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded)**	**Interest Earned**	**Interfund Transfer In/(Out)***	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
Roseville Municipal Code Chapter 4.52		Ordinance No. 6290	$31,706,791	6,933,934	700,205	(538,593)	(87,742)			
	Oak Street Extension of the Miners Ravine Trail						(6,744,822)		Yes-Started FY2020	4
	East Radio Site Relocation						(6,362)		Yes-Started FY2020	14
	116 S. Grant Street Building Improv.						(1,270,691)		Yes-Started FY2021	16
	Council Chambers Conference Room Design and Construction						(85,925)		Complete	100
	Polic Dept. Facility Expansion, Design and Construction						(581,914)		Yes-December 2023	91
	Council Chambers Renovation						(186,815)		Yes-Started 2025	48
								$29,838,066		

Public Facilities Fee, continued
*Transfers out: Transfer $96,206 from Fund 3355 (Public Facilities) to Fund 2901 (RFA Debt Service) for 2015 316 Vernon Debt Service. Loan payment of $33,346 for principal reduction of the loan to pay back the Fleet Replacement Fund (Fund 4005)-Loan purpose: Funding of design & construction for Oak Street Parking Garage. (Interest rate of 2.46% in FY25; matures 6/30/35); Loan payment of $409,041 for principal reduction of the loan to pay back the Strategic Improvement Fund (Fund 1030)-Loan purpose: Funding of the 316 Vernon Building Project # 400055 (Interest rate of 2.46% in FY25; matures 6/30/27).

Public Facilities Fee Project Descriptions

Oak Street Extension of the Miners Ravine Trail (Project# 400028) - Supplemental review, design, and construction of a Class -1 off-street trail parallel to Oak street from Lincoln Street to Royer Park at the Icehouse Bridge.

East Radio Site Relocation (Project# 400126) - The project requires acquisition and a 180-foot tower along with a shelter, generator and fuel tank to meet the City's short and long-term needs.

116 S. Grant Street Building Improvements (Project# 500160) - This project provides funding for building improvements for the 116 S. Grant Street building. The project scope includes office space design and construction to support customer service functions, such as utility billing and customer solutions. Funding provided through the Public Facilities Fund is for tenant improvements related to the relocation of Police staff.

Council Chambers Conference Room Design and Construction (Project# 500427) - This project provides funding to design and construct an additional conference room adjacent to the Council Chambers for Council use during closed sessions and staff use during City Council meetings.

Police Department Facility Expansion, Design and Construction (Project# 500428) - This project provides funding to design, construct, and expand the existing Police Department facility. The expansion includes new public and secured parking, the acquisition of Corporation Yard Road from Placer County, and expansion and tenant improvements to training and locker room areas.

Council Chambers Renovation (Project#500528) - This project provides funding for renovations to the Council Chambers and a new lobby including design and construction.

Local Sewer Connection Fees										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded)**	**Interest Earned**	**Interfund Transfer In/(Out)**	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
Roseville Municipal Code Chapter 14.16		Ordinance No. 6100	$10.,330,772	1,060,289	371,873	-	(5,155)			
	Wastewater Collections Building Expansion						(209,580)		Yes-Started 2021	96
	Sewer routing Alternatives Analysis						(50,816)		Yes-Started 2023	100
								$11,497,383		

Local Sewer Connection Project Descriptions

Wastewater Collections Building Expansion (Project# 500419) - The current building is under sized for current Wastewater Collection staff and equipment. A study will be conducted to determine the most cost-effective method for expansion of building space to add a conference/training room, expand warehouse storage, and possibly add or relocate office space. Utility improvements will also be required for the added building space. Using the study the city will select final improvements, and a preliminary design will be developed for a design build construction.

Sewer Routing Alternatives Analysis (Project# 500546) - This project provides funding for an alternatives analysis related to future sewer routing to the Pleasant Grove Wastewater Treatment Plant (PGWWTP). Anticipated developments west of the treatment plant will require sewer conveyance to the PGWWTP. Currently, there is no coordinated approach among these developments, which could lead to the installation of multiple force mains, including redundant ones, potentially resulting in up to ten force mains along Blue Oaks Blvd. The objective of this study is to gather existing information and assess potential alternatives that may better serve the long-term interests of both the City and Placer County.

Water Connection Fees										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded)**	**Interest Earned**	**Interfund Transfer In/(Out)***	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
Roseville Municipal Code Chapter 14.08		Ordinance No. 6100	$58,847,470	19,871,680	1,467,623	443,350	(4,161,165)			
	West Side Tank and Pump Station						(15,955)		Yes-Started 2006	100
	Regional Water Reliability Study						(30,600)		Yes-Started 2015	73
	Advanced Metering Infrastr. Proj.						(4,813)		Yes-Started 2016	25
	Pleasant Grove Blvd. Widening Project						5,293		Charged to this fund in error-added back	n/a
	Cooperative Potable Water Transmission Infrastructure						(73,515)		Yes-Started 2021	100
	2024 Potable Water Master Plan and Hydraulic Model Update						(521,377)		Yes-Started 2020	100

Water Connection Fees, continued										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded)**	**Interest Earned**	**Interfund Transfer In/(Out)***	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
	Aquifer Storage and Recovery Well-Design						495,706		Yes-Started 2019	100
	Aquifer Storage and Recovery Wells 9 Westbrook and 18 Solaire						(18,531)		Yes-Started 2020	100
	Aquifer Storage and Recovery Wells 13 Campus Oaks and 19 Misty Wood						(2,857,472)		Yes-Started 2023	59
	Cooperative Raw Water Supply Reliability Project						(260,648)		Yes-Started 2025	67
	RiverArc						(100,000)		Yes-Started 2025	60
	Cooperative Treated Water Supply Reliability Project						(153,588)		Yes-Started 2025	67
								$72,933,458		

*Transfers in: $58,350 from the Water Fund for Folsom Pump Station; $385,000 for loan payment from Water Operations Fund-Loan purpose: Advanced Metering Project (Interest rate 5.00% (FY18-FY29); Loan matures 6/30/30). $4,161,165 of the expenditures were debt related.

Water Connection Fees Project Descriptions

West side tank/pump Stn Proj (Project# 400014) - Design and construct a six-million-gallon water storage tank, pump station, and chemical addition facility at the City's 5.1-acre site located in the West Roseville Specific Plan. The work will include site master planning to accommodate two six-million-gallon tanks and satellite facility for Water Distribution operations.

Regional Water Supply Reliability Study (Project# 400063) - The project funds the study conducted by the Regional Water Authority for regional water supply reliability, and it is inclusive of the development of a federally recognized regional water bank.

Advanced Metering Infrastructure Project (Project# 400099) - An Advanced Metering Infrastructure (AMI) system is required to offer better meter data to customers. AMI would introduce two-way communication for meters allowing remote reads and greater interaction between the utility and its customers. An AMI system also provides customers a detailed view of their water usage, enabling them to make changes to increase their water efficiency. Finally, an AMI system provides better system reliability by bringing enhanced demand management and capital efficiencies. This project progresses from a business case through a third-party implementation and finishes with the installed and operating AMI system.

Pleasant Grove Boulevard Widening Project (Project# 500115) -This project will provide funding to widen Pleasant Grove Boulevard from two lanes to three lanes in each direction into the center median, from Foothills Boulevard west to Woodcreek Oaks Boulevard.

Cooperative Potable Water Transmission Infrastructure (Project# 500147) - This project provides funding for planning, design, and construction of additional potable water conveyance infrastructure to support reliable water supply delivery to the City of Roseville customers. The project is anticipated to be a partnership effort between the City and the Placer County Water Agency (PCWA).

2024 Potable Water Master Plan (Project# 500148) - This project provides funding for a potable water systems evaluation to guide the Water Utility in terms of infrastructure planning and improvements implementation to both existing and future storage and distribution infrastructure to reliably support the City's potable water demand through buildout.

Aquifer Storage and Recovery Well –Design (Project# 500155) -This project designs and constructs a potable water well with aquifer storage and recovery facilities based on recommendations from the Groundwater Strategic Plan.

Aquifer Storage and Recovery Wells 9 Westbrook and 18 Solaire (Project# 500157) -This project provides funding for the construction of potable water wells with aquifer storage and recovery facilities based on recommendations from the Groundwater Strategic Plan.

Aquifer Storage and Recovery Wells 13 Campus Oaks and 19 Misty Wood (Project# 500315) - This project provides funding for the construction of potable water wells with aquifer storage and recovery facilities based on recommendations from the Groundwater Strategic Plan.

Cooperative Raw Water Supply Reliability Project (Project# 500505) - This project provides funding to design and construct infrastructure improvements needed to take delivery of approximately ten million gallons per day (MGD) of Middle Fork Project water supplies directly to the Barton Road Water Treatment Plant (BRWTP). This project will increase water supply reliability in all hydrologic water year types and avoid the vulnerability of the single intake structure at the Folsom Reservoir.

RiverArc (Project# 500512) - As part of the Environmental Utilities (EU) on-going efforts to increase the resiliency of Roseville's water supply, including during drought and other emergency scenarios, EU is participating in The RiverArc Project, which is a multi-agency project to divert water through existing modern intakes from the Sacramento River, convey to a new regional water treatment plant, and distribute surface water through a mix of new and existing pipelines to Roseville and other local water agencies.

Cooperative Treated Water Supply Reliability Project (Project# 500543) - This project provides funding to conduct a feasibility assessment to determine if this project concept; to convey treated water from Placer County Water Agency (PCWA) Pressure Zone 1 and deliver water to a potential future intertie with the City of Roseville's Water Distribution system in Pressure Zone 2, is feasible. If this project is deemed feasible and implemented, it would increase water supply reliability in all hydrologic water year types. A separate future City Council action will be required for moving into the installation/construction phase of the project.

Traffic Mitigation Fee										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded)**	**Interest Earned**	**Interfund Transfer In/(Out)**	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
Roseville Municipal Code Chapter 4.44	Misc. Road Improv.	Ordinance No. 6289	$45,494,932	10,054,807	906,100	-	(304,164)			
	Washington and Andora Widening						(13)		No	80
	City Traffic Model Update						(462,102)		No	100
	Washington Blvd All American Roundabout						(15,686)		Yes-Started Summer 2022	6
	Roseville Parkway Extension						(10,963,916)		Yes-Started 2023	100
	Pleasant Grove Blvd. Widening Project						(6,167,889)		No	77
	Westbrook Bl Payson Ave-Octave Ave Intersection imp and Pleasant Grove CM						(8,618)		Yes-Started Feb 2021	100

Traffic Mitigation Fee, continued										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded)**	**Interest Earned**	**Interfund Transfer In/(Out)**	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
	Traffic Signal Maintenance Shop Expansion						**(312,169)**		Yes-Started March 2022	34
	Traffic Signal and Roadway Improvements for Citywide Sports Complex						**(4,400,663)**		Yes-Started April 2024	74
	Westbrook Blvd. Signal Installation Project						**(134,107)**		Yes-Started January 2025	100
								$33,686,512		

Traffic Mitigation Fee Project Descriptions

Washington and Andora Widening (Project#400015) - This project provides funding for widening Washington Blvd from two lanes to four lanes from Sawtell to Diamond Oaks, including widening the Andora Underpass beneath the UPRR tracks. Phase one of the project is complete.

City Traffic Model Update (Project# 400189) - This project funds the ongoing model, land use and project updates for the Citywide Traffic Model.

Washington Blvd All American Roundabout (Project# 500070) – This project includes a new two-lane roundabout at the intersection of Washington Blvd and All America City Blvd.

Roseville Parkway Extension (Project# 500078) - This project will design and construct the portion of Roseville Parkway between Washington & Foothills, including the bridge over UPRR and Industrial.

Pleasant Grove Boulevard Widening Project (Project#500115) - This project provides funding to widen Pleasant Grove Boulevard from two lanes to three lanes in each direction into the center median, from Foothills Boulevard west to Woodcreek Oaks Boulevard. Construction is anticipated to extend through FY2024-25.

Westbrook Bl Payson Ave-Octave Ave Intersection imp and Pleasant Grove CM (Project# 500171) - This project constructed a new traffic signal at Westbrook and Octave/Payson, and the CMS on PG Blvd.

Traffic Signal Maintenance Shop Expansion (Project# 500226) - This project provides funding for the design and renovation at a vacant city-owned building space. This CIP will repurpose a vacant city-owned facility to accommodate the Public Works Department, Engineering Division, Traffic Signal Maintenance Section's current needs and future expected growth.

Traffic Signal and Roadway Improvements for Citywide Sports Complex (Project# 500317) - This project includes the installation of ultimate traffic signal and roadway improvements at the intersections of Blue Oaks Boulevard and Westbrook Boulevard, Blue Oaks Boulevard and Hayden Parkway, Westbrook Boulevard and Brookstone Drive (N), and Westbrook Boulevard and Brookstone Drive (S) to accommodate planned construction of the Roseville Soccer Complex project (400068) east of Westbrook Boulevard. The project will provide left turn lanes off Westbrook Boulevard onto the Roseville Soccer Complex and traffic signal improvements serving the property. The traffic study for the Roseville Soccer Complex project requires these improvements to be complete for the opening of the Soccer Complex.

Westbrook Boulevard Signal Installation Project (Project# 500495) -This project provides funding to design and construct five traffic signals along Westbrook Boulevard at Solaire Drive, Earl Rush Drive, Nicole Gee Drive, Vista Grande Boulevard, and Sierra Village Drive.

City/ County Traffic Mitigation Fee										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded)**	**Interest Earned**	**Interfund Transfer In/(Out)**	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
Roseville Municipal Code Chapter 4.45	Misc. Road Improv.	Ordinance No. 5203	$13,207,961	1,941,230	394,121	3,369,458	(26,230)			
	Baseline Traffic Signals						(74,410)		Yes-Started 2023	94
	Riego Road-Baseline Road Impr.						(66,892)		Yes-Started 2023	100
								$18,745,238		
Transfer in: Loan disbursement of $3,369,458 from Strategic Improvement Fund to provide funding for installing traffic signals and related improvements along Baseline Road at Locust Road and Pleasant Grove Road. Repayment commences 6/30/28. Interest rate 2.46% (FY25); Loan matures 6/30/35.										

City/County Traffic Mitigation Fee Project Description

Baseline Traffic Signals (Project# 500299) - This project provides funding for the installation of traffic signals and related improvements along Baseline Road at Locust Road and Pleasant Grove Road. The existing stop signs along Baseline Road will not have sufficient capacity to manage the traffic expected with the incoming Baseline Marketplace project. The regional shopping destination is expected to draw shoppers from not only Roseville and Placer County, but Sacramento County to the south and Sutter County to the west. Therefore, it is in Roseville's best interest to invest in infrastructure improvements to accommodate the anticipated traffic demand and provide convenient access to Roseville's shopping destinations for neighboring jurisdictions. This project was originally set-up in the Strategic Improvement Fund (SIF), but funding is now being moved to the City County Mitigation Fund and an interfund loan from the SIF will be established. As fee revenue is received in the City County Mitigation Fund, the SIF will be reimbursed. This project is an interim improvement to meet the needs of the region today while the City, Placer County, and Sutter County work through the funding plan, design, environmental approvals, and eventual construction of a future widened Baseline Road from Foothills Boulevard to Highway 99.

Riego Road-Baseline Road Improvements (Project# 500331) - Riego Road/Baseline Road needs to be widened and improved to support future planned and approved development and provide a reliable and safe east-west connection to meet anticipated traffic demands in the South Placer and South Sutter region. In conjunction with the Placer County Transportation Planning Agency (PCTPA), County of Placer, and the County of Sutter, the City of Roseville will mutually

develop the analysis and related reports necessary to adopt a regional transportation funding and financing plan. Additionally, the multi-jurisdictional group will develop an implementation plan for the Riego Road/Baseline Road project. This project represents the City of Roseville's share of the total endeavor.

Downtown Specific Plan In-Lieu Parking Fee										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded)**	**Interest Earned**	**Interfund Transfer In/(Out)**	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
Roseville Municipal Code Chapter 19.31	Misc. Downtown Parking Improv.	Resolution No. 09-124; Ordinance No. 5428	$135,118	-	(3,175)	42,078	(56,031)	**$117,990**	No	Unknown at this time
Transfer in: Loan payment of $611,518 from Downtown Benefit Fund to Downtown Parking fund to provide the resource to pay the loan payment to the Strategic Improvement Fund. Transfer out: $569,440 for principal loan payment to Strategic Improvement Fund. Loan purpose: Funding of a portion of the Oaks Street Parking Garage. Interest rate 2.46% (FY25); Loan matures 6/30/28.										

Park Fees – (Although Park fees were adopted pre- AB1600, they are still being included in this report.)										
Neighborhood and Community Park Fees										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded)[1]**	**Interest Earned**	**Interfund Transfer In/(Out)***	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
Roseville Municipal Code Chapter 4.37		Ordinance Nos. 2178, 2969, and 3033	$30,925,148	6,880,205	703,804	-	(37,562)			
	Soccer Complex						(232,987)		Yes-Started 2023	5
	Saugstad Park Improvements						(243,618)		No	98
	Riego Creek Park - F-51						(1,027,703)		Yes	100
	John Byouk Park - JM-50						(2,454,158)		No	100
	Solaire Park - WB-50						(784)		No	74
	FD-51 Neighborhood Park						(91,770)		No	100
	SVSP JMC Ph1 and Ph2 Bike Trails						(192,224)		No	100
	KT-52 School Park						(292,468)		No	99
	JM-51 Neighborhood Park						(121)		No	100
	JM-52 Neighborhood Park						(90)		No	100

Neighborhood and Community Park Fees, continued										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded)[1]**	**Interest Earned**	**Interfund Transfer In/(Out)***	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
	The Villages at Sierra Vista FD-24						(143,471)		Yes-Complete	100
	C-63 Neighborhood Park						(164,794)		Yes-Started FY2024	77
	CO-61 Neighborhood Park						(350)		Unknown at this time	100
	FD-50 Neighborhood Park						(155)		Unknown at this time	100
	Campus Oaks Park- CO-64						(768,000)		Yes-Starting FY2026	37
								$32,858,902		

1) Includes Neighborhood Park Fees, Bike Trail Fees and Paseo Fees.

Neighborhood and Community Park Fees Project Descriptions

Roseville Soccer Complex (Project# 400068) - This project provides funding for an eight to ten field complex for soccer and other rectangular sports. Other amenities include large picnic/pavilions, a universally accessible playground, a small corporation yard, restrooms, and parking.

Saugstad Park Renovations (Project# 400122) - This project provides funding for phase one of renovations to Saugstad Park. The overall improvements include the addition of a skate track, a fitness court, basketball and pickleball courts, Americans with Disabilities Act (ADA) improvements, and parking lot upgrades.

Riego Creek Park F-51 (Project# 500040) - This project provides funding for the construction of an 11.8-acre school site park. The project is currently in the public outreach phase, and amenities have not been determined. However, those being considered include baseball and softball fields, restrooms, a covered children's play area, and a large group picnic area.

John Byouk Park - JM-50 (Project# 500100) - This project provides funding for the construction of a 7.73-acre school park site. The project is currently in the public outreach phase, and amenities have not been determined. However, those being considered include baseball and soccer fields, restrooms, a children's play area, and a large group picnic area.

Solaire Park – WB-50 (Project# 500102) - This project provides funding for the design and construction of a 9.6-acre school park in the Sierra Vista Specific Plan area. The park amenities include a ballfield, off-street parking, children's play area, shaded picnic and looped pathways. The construction is anticipated to begin in Spring/Summer 2022.

FD-51 Neighborhood Park (Project# 500185) - This project provides funding for design and construction of a neighborhood park in the Sierra Vista Specific Plan area. The park amenities will be determined during the design phase of the project.

SVSP JMC Ph1 and Ph2 Bike Trails (Project# 500216) - This project is for multi-use trail construction in the Sierra Vista Specific Plan per the approved Development Agreement with John Mourier Construction, Inc.

KT-52 School Park (Project# 500241) – This project provides funding for the design and construction of a 7.61-acre school park site. The project will begin in FY2022-23 with public outreach to determine appropriate park amenities. It is anticipated that the design may include formal game fields, restrooms, a children's play area, a shaded area for picnicking, and a looped path.

JM-51 Neighborhood Park (Project# 500289) - This project provides funding for the design and construction of a 2.62-acre neighborhood park. Typical park features include a children's play area, a shaded picnic area, looped pathways, and other amenities.

JM-52 Neighborhood Park (Project# 500290) – This 1.5-acre park project provides funding for a neighborhood park. While design has not yet been undertaken, typical park features include a children's play area, a shaded picnic area, looped pathways, and other features.

The Villages at Sierra Vista FD-24 (Project# 500320) - This project is for the construction of a Class I Bike Trail per the Sierra Vista Specific Plan Development Agreement with FD-24 LLC. Located on Assessor's Parcels: 498-180-002;498-020-039;498-020-040

C-63 Neighborhood Park (Project# 500351) - This project provides funding for a 2.5-acre neighborhood park. Typical features of a neighborhood park include a children's play area, a shaded picnic area, looped pathways, among other features.

CO-61 Neighborhood Park (Project# 500353) - This project provides funding for a 5.04-acre neighborhood park. Typical features of a neighborhood park include a children's play area, a shaded picnic area, looped pathways, among other features.

FD-50 Neighborhood Park (Project# 500354) - This project provides funding to design and construct a new 1.73-acre neighborhood park. Typical amenities of a neighborhood park include a children's play area, a shaded picnic area, and looped pathways, among other features.

Campus Oaks Park- CO-64 (Project# 500463) - This 8+ acres park project provides funding for developer reimbursement as well as future phases to include a skate park, bicycle motocross (BMX) track and parkour.

City-wide Park Fee - (Although Park fees were adopted pre-AB1600, they are still being included in this report.)										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded) [1]**	**Interest Earned**	**Interfund Transfer In/(Out)***	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
Roseville Municipal Code Chapter 4.38		Ordinance No. 2424	$14,300,445	5,437,559	327,396	652,064	(52,919)			
	Park Site 56 Gibson Park						(1,636)		No	57
	Soccer Complex						(110,817)		Yes-Started 2023	11
	Denio Family Park (Parcel F-54)						(1,609,693)		No	100
	Fiddyment Homestead						(115,267)		No	Unknown
	Mahany Park Backstop Repairs						(119,908)		Yes-Started FY2025	100
	The Courts at Gibson Park Frontage						(47,000)		Started FY2025	48
								$18,660,224		

[1] **Includes Park Construction Fees and In-Lieu Fees.**

*Transfer out: $652,064 for loan principal payment to Fleet Replacement Fund 4005-Loan Purpose: The purpose of this loan is to provide funding for the Harry Crabb Park project. The Citywide Park Fund will repay the loan from moneys it receives from the Roseville Finance Authority (RFA) 2017A savings (Interest rate FY25: 2.46%); Loan matures 6/30/26.

City-wide Park Fee Project Descriptions

Park Site 56 Gibson Park (Project# 400004) **–** This project provides funding to construct an initial phase of the 12.5-acre city-wide park focused on sports, including lighted basketball, tennis, and pickle ball courts.

Soccer Complex (Project# 400068) - Sports complex at Blue Oaks Blvd/Phillip Road/Hayden Parkway. The project is under construction and includes 10 lighted synthetic long fields, restrooms, storage facilities, a children's universally accessible playground, shaded picnic area(s), and pedestrian pathways.

Denio Family Park (Parcel F-54) (Project# 400118) - Design and construction of park, including a disc golf course, fenced off-leash dog park and support features such as off-street parking restrooms and shaded picnic areas.

Fiddyment Homestead (Project# 500355) – This project provides funding to develop a visioning plan for the historic Fiddyment Homestead at Pistachio Regional Park as a first phase. The plan would include outdoor interpretive opportunities for the existing structures preserved onsite in addition to providing the Americans with Disabilities Act (ADA) accessibility for a walking interpretive tour. The second phase will be to construct approved improvements.

Mahany Park Backstop Repairs (Project# 500462) - This project provides funding to repair damage to the backstop at the large field at Mahany Park. Damage was caused by the windstorms in 2021.

The Courts at Gibson Park Frontage (Project# 500465) - This project provides funding to add landscaping and irrigation along the frontage at Roseville Parkway and Gibson Drive.

Electric Backbone Impact Fee										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded) and other revenue**	**Interest Earned**	**Interfund Transfer In/(Out)**	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
Roseville Municipal Code Chapter 4.54	Sierra Vista Transformer No. 2 Addition	Ordinance 6097	$6,492,432	2,514,319	158,037	-	(51,137)	**$9,113,650**	Yes- November Started 2016	75

Solid Waste Impact Fee										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded)**	**Interest Earned**	**Interfund Transfer In/(Out)**	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
Roseville Municipal Code Chapter 9.12	Solid Waste Services Set Up	Ordinance No. 6501	$7,376,927	820,295	174,821	-	(147,671)	**$8,224,372**	No	Unknown at this time

DA Fees Imposed Since 2004

Sierra Vista Specific Plan Fee Program-Admin

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2025	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Sierra Vista Specific Plan		Ord. No. 4932	$637,784	280,828	16,494	-	(119,932)	**$815,174**	-	-

Sierra Vista Specific Plan Fee Program-Improvements

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2025	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Sierra Vista Specific Plan		Ord. No. 4932	$81,506	(55,248)	1,587	-	(68,980)	**($41,135)**	-	-

Sierra Vista Specific Plan Fee Program- Park Land

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures [(1)]	Ending Balance as of June 30, 2025	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Sierra Vista Specific Plan		Ord. No. 4932	$37,731	2,284,168	18,827	-	(2,284,168)	**$56,558**	-	-

[(1)]$2,284,168 in expenditures was for quarterly fee reimbursements made to the developers for park land.

Watt Avenue and Vista Grande Boulevard Extension Traffic Mitigation Fee

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2025	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Creekview and Sierra Vista DA		Per DA	N/A	-	-	-	-	-	-	-

Note: The fee will be based on a fair share allocation. No fee will be established until there is a need to extend the road past city limits.

Please refer to the Development Agreements on the City of Roseville's website: Development Agreements

DA Fees Imposed Since 2004, continued										
Water Meter Retrofit/ Conservation Program										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded)**	**Interest Earned**	**Interfund Transfer In/(Out)**	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
Roseville Municipal Code Chapter 14.07	Maint. and Testing of Water Meters and ERT Installs	Ord. No. 4001	$1,930,784	118,053	44,924		(46,146)			
	Water Meter Retrofit						(134,239)		Yes- Started FY2020	100
								$1,913,376		

Water Meter Retrofit Fee Project Description

Water Meter Retrofit (Project# 500024) – This project will finish the retrofitting of meters and backflow devices for remaining residential and commercial water service locations.

Traffic Signal Coordination Fee										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded)**	**Interest Earned**	**Interfund Transfer In/(Out)**	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
West Roseville Specific Plan	West Roseville Traffic Signal Interconn.	Per individual DA	$2,947,832	23,762	67,275		(49,330)	**$2,989,539**	No	Unknown at this time
Please refer to the Development Agreements on the City of Roseville's website: Development Agreements										

DA Fees Imposed Since 2004, continued

Bike Trail Fee- Creekview

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)[1]	Interest Earned	Interfund Transfer In/(Out)*	Expenditures	Ending Balance as of June 30, 2025	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Creekview Specific Plan	Bike Trails	Per individual DA	$772,039	255,304	19,593		(1,211)	**$1,045,725**	No	Unknown at this time

Please refer to the Development Agreements on the City of Roseville's website: Development Agreements

Bike Trail Fee

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)[1]	Interest Earned	Interfund Transfer In/(Out)*	Expenditures	Ending Balance as of June 30, 2025	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
West Roseville Specific Plan	Misc. Class 1 Bike Trails	Per individual DA	$368,127	1,317	8,928	158,150	(221,279)	**$315,243**	No	Unknown at this time

[1]$698,447 in bike trail fees were collected through various Park Development Funds, which are included with the Neighborhood and Community Park Fees. This is reporting the Bike Trail Funds 3323 and 3380.

*Transfers in: $158,150 from various Community Facilities Districts for bike trail maintenance.

City-Wide Park In-Lieu Fee

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2025	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Sierra Vista Specific Plan	Misc. Park Projects per DA	Per individual DA	$24,675	-	568	-	-	**$25,243**	No	Unknown at this time

Please refer to the Development Agreements on the City of Roseville's website: Development Agreements

DA Fees Imposed Since 2004, continued

Fire Tax Equivalent Fee

Document Establishing Fee [1]	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out) [2]	Expenditures	Ending Balance as of June 30, 2025	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Municipal Code Chapter 4.46		Per individual DA's after Dec. 2009	$7,150,780	2,065,345	99.757	(1,307,025)	(94,317)			
	Fire Station 8						(5,062,244)		Complete	100
								$2,852,296		

[1]Roseville Municipal code 4.46 had a sunset date of December 31, 2009. Individual DA's reference a fee 'equivalent to' this original fire service construction tax fee.

[2] Transfers out $1,307,025 for loan principal payment. Loan purpose: To provide funding for Fire Station No. 8 to augment the currently available balance in the Fire Facilities Fund. Interest rate 2.46% (FY25); Loan matures 6/30/28.

*Please refer to the Development Agreements on the City of Roseville's website: Development Agreements

Fire Tax Equivalent Fee Project Description

Fire Station 8 (Project# 500067) - This project includes the design and construction of a Fire Station to service residents and businesses in the Woodcreek/Blue Oaks general area.

DA Fees Imposed Since 2004, continued

Public/Community Benefit Fee

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)*	Expenditures	Ending Balance as of June 30, 2025	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
All DA's since 2004		Per individual DA	$16,855,721	2,088,435	445,997	4,411,302	(54,242)			
	East Radio Site Relocation						(24,111)		No	50
	Westbrook Blvd - Segment 4						(1,247,509)		Complete	Reimb. by dev.
	Historic Old Town Parking Lot Improv. Project						(925,671)		Yes- Started July 2022	To be paid back by Loan
								$21,549,923		

*Transfers in: $1,750,000 for operations and $2,500,000 for capital for future projects.
$409,041 for loan payment received from Public Facilities Fund- Loan purpose: Funding of the 316 Vernon Building Project # 400055 (Interest rate of 2.46% in FY25; matures 6/30/27); $569,441 for loan payment received from Downtown Parking In-Lieu Fees. Loan purpose: Funding of a portion of the Oaks Street Parking Garage (Interest rate 2.46% in FY25); matures 6/30/28). This loan will be repaid by Downtown Parking in-Lieu fees collected on an annual basis and the Downtown Benefit Fee from collections in Fiddyment Farm Phase 3;
$377,351 for loan payment received from Successor Agency RDA Fund- Loan purpose: JCPenney Building at 238 Vernon Street (RCDC pass through payment from KMS) (Interest rate 0.28%; matures 6/30/26); $608,102 for loan payment received from Successor Agency RDA Fund -Loan purpose: Funding of RCDC (Interest rate 0.28%; matures 6/30/30); $184,000 for loan payment received from Successor Agency RDA Fund -Loan purpose: Riverside Avenue Infrastructure and Streetscape Enhancement Project (Interest rate 0.28%; matures 6/30/28); $1,785,458 for loan payment received from Successor Agency RDA Fund -Loan purpose: Automall wall remodel (Interest rate 0.28%; matures 6/30/40).
Transfers out: $354,536 to General Fund for Woodcreek Golf subsidy; $48,096 to RFA Fund 2901 for debt service for 316 Vernon Street; $3,369,458 to City County Traffic Mitigation Fee. Loan disbursement of $3,369,458 to City/County Traffic Mitigation Fund 3395 to provide funding for installing traffic signals and related improvements along Baseline Road at Locust Road and Pleasant Grove Road. Interest rate 2.46% (FY25); Loan matures 6/30/35. Total transfers rounded to nearest dollar amounts. Repayment commences 6/30/28.

Please refer to the Development Agreements on the City of Roseville's website: Development Agreements

Public/Community Benefit Fee Project Description

East Radio Site Relocation (Project# 400126) - The City's current east radio site has many limitations including emergency power, coverage, capacity and a risky building lease status. These limitations increase the level of risk to provide clear and reliable communications in East Roseville. This CIP is designed to relocate the site to a location that will provide for sustainable high levels of communication services.

Westbrook Blvd - Segment 4 (Project# 500413) - This project completes the last segment of Westbrook Boulevard in the Sierra Vista Specific Plan. This segment is between Earl Rush Drive and Nicole Gee Drive. The SIF loaned the money to construct the developer's portion of the improvements. The developer will reimburse 100% of the SIF funds used.

Historic Old Town Parking Lot Improvements Project (Project# 500545) - This project will acquire a 1.64-acre parcel from Union Pacific Railroad Company east of Historic Old Town for the purposes of constructing a surface parking lot adding additional parking spaces to Historic Old Town as identified in the "Historic Old Town Roseville Parking Study" - Fehr & Peers - September 2017.

Air Quality Mitigation Fee										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded)**	**Interest Earned**	**Interfund Transfer In/(Out)**	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
West Roseville Specific Plan	Mitigating Impacts to Air Quality	Per DA	$432,985	61,785	10,623	-	(60,097)			
	Zero Emission Bus Depot Project						(15,710)		No	6
								$445,296		

Air Quality Mitigation Fee Project Description

Zero Emission Bus Depot Project (Project# 500305) - This project is for construction of a new 30-space bus parking depot and a new 65-space fleet depot. Both parking areas are designed for zero emission electric charging, including the installation of the first 3 bus chargers (capable of charging up to 9 buses) and the first 5 fleet chargers (capable of charging 10 vehicles). Electrical improvements include infrastructure to accommodate future electrification of all 30 bus spaces and 65 fleet spaces. The depot will increase available fleet parking by 14 spaces, helping address a current parking shortage at the corp yard.

DA Fees Imposed Since 2004, continued

Transit Shuttle Service Fee

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2025	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
West Roseville Specific Plan	Shuttle Service between WRSP and I80/Watt Ave Light Rail Station	Per DA	$543,410	21,980	12,591	-	-	**$577,981**	No	Unknown at this time

Transfer in: From of the Transit Fund to the Transit Shuttle Service Fee to be able to identify revenue and expenditures related to transit shuttle service.

Downtown Benefit Fee

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)*	Expenditures	Ending Balance as of June 30, 2025	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
5th Amend. DA relative to West Roseville Specific Plan		Per DA	$6,786,492	330,000	200,340	(611,518)	-	**$6,705,314**	No	Unknown at this time

Transfer out: Loan payment of $611,518 to Strategic Improvement Fund. Loan purpose: Funding of a portion of the Oak Street Parking Garage. Interest rate 2.46% (FY25); Loan matures 6/30/28. This loan will be repaid by Downtown Parking in-Lieu fees collected on an annual basis and the Downtown Fee from collections in Fiddyment Farm Phase 3.

DA Fees Imposed Since 2004, continued

Blue Oaks Boulevard Off-Site Road Fee

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2025	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
West Roseville Specific Plan	Blue Oaks Blvd. Project	Per DA	$1,070,936	49,771	21,758	-	-			
Traffic Signal and Roadway Improvements for Roseville Soccer Complex							(582,248)		Yes- Started April 2024	14
								$560,217		

Westpark Drive off-site road fee

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2025	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
West Roseville Specific Plan	Westpark Drive Extension	Per DA	$162,309	15,051	4,491	-	-			
Traffic Signal and Roadway Improvements for Roseville Soccer Complex							(11,419)		Yes- Started April 2024	2
								$170,432		

Please refer to the Development Agreements on the City of Roseville's website: Development Agreements

Blue Oaks Blvd. and Westpark Off-Site Road Fee Project Description:

Traffic Signal and Roadway Improvements for Roseville Soccer Complex (Project# 500317) - This project includes the installation of ultimate traffic signal and roadway improvements at the intersections of Blue Oaks Boulevard and Westbrook Boulevard, Blue Oaks Boulevard and Hayden Parkway, Westbrook Boulevard and Brookstone Drive (N), and Westbrook Boulevard and Brookstone Drive (S) to accommodate planned construction of the Roseville Soccer Complex project (400068) east of Westbrook Boulevard. The project will provide left turn lanes off Westbrook Boulevard onto the Roseville Soccer Complex and traffic signal improvements serving the property. The traffic study for the Roseville Soccer Complex project requires these improvements to be complete for the opening of the Soccer Complex.

Annual Development Impact Fee Report

(JPA and SPWA Funds)

Fiscal Year Ended June 30, 2025

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Reporting Requirements for Development Impact Fees

In California, State legislation sets certain legal and procedural parameters for the charging of development impact fees ("DIFs"). This legislation was passed as AB1600 by the California Legislature and is now codified as California Government Code Sections (GC §) 66000 through 66008 ("Mitigation Fee Act"). This State law went into effect on January 1, 1989.

GC § 66006(b) states the following requirements as pertains to DIFs:

For each separate account or fund established, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) A brief description of the type of fee in the account or fund.

(B) The amount of the fee.

(C) The beginning and ending balance of the account or fund.

(D) The amount of the fees collected and interest earned.

(E) An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement including the total percentage of the cost of the public improvement that was funded with fees.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.

(H) The amount of refunds made (as pursuant to GC § 66001(e)) due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made (as pursuant to GC § 66001(f)) due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

GC § 65865(e) also requires that any development agreement entered into on or after January 1, 2004, the City shall comply with GC § 66006 with respect to any fee it receives or cost it recovers.

Description of Development Impact Fees

Sewer Connection Fees

Sewer connection fees are established pursuant to Municipal Code Chapter 14.16. Two sewer connection fees are collected when development occurs – a regional sewer connection fee and a local sewer connection fee. The local sewer connection fee is reported in the City of Roseville's Annual Development Impact Fee Report. Additional fees may be applicable to properties within sewer special benefit assessment areas.

- *Regional Sewer Connection Fees* - The regional sewer connection fee is charged for each sewer unit required within the Regional Treatment Plan Service Area connected to the city-owned public sewer. The service area includes the City of Roseville and portions of Placer County and South Placer Municipal Utility District.

Traffic Mitigation Fees

In 1988, the City of Roseville adopted a citywide Traffic Mitigation Fee Program, requiring new development within the City to pay traffic impact fees. The fees collected through this program, in addition to other funding sources, allows the City to construct transportation improvements identified in its Capital Improvement Program (CIP). The fee program assesses fair-share costs to other jurisdictions based on their impact on the individual roadways from new development.

This fee applies to all new development in the City. The developers in Specific Plan Areas have built, or will construct, more than the minimum amount of improvements from their funds and will receive a credit for those improvements. Additional fees collected by the City on behalf of regional fee programs:

- *Highway 65 Joint Powers Authority Fee Program* – The cities of Roseville and Rocklin, along with Placer County, formed a joint powers authority for the purpose of funding four interchanges on Highway 65. The interchanges include Stanford Ranch Road/Galleria Boulevard, Pleasant Grove Boulevard, Blue Oaks Boulevard and Sunset Boulevard. The fee program assesses fair-share costs to each jurisdiction based on their impact on the individual improvements from new development. City of Roseville serves as staff to the JPA and administers the fee program.

Fund Balance Summary

Sewer Connection Fees										
Regional Sewer Connection Fees										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance (As restated)**	**Fees Collected[1] (Refunded)**	**Interest Earned**	**Interfund Transfer In/(Out)**	**Expenditures[2]**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
Roseville Municipal Code Chapters 14.16		Ord. 6100	$202,001,977	35,095,668	7,809,897	-	(15,828,711)			
	Pleasant Grove UV						(1,612,676)		Yes-Started 2021	100
	PGWWTP-Energy Rec.						(109,193)		Yes-Started 2019	100
	PGWWTP-Expansion 2020						(550,930)		Yes-Started 2019	100
	Dry Creek & Pleasant Grove WWTP Capacity Evaluation						(186,863)		Yes-Started 2021	100
	Regional Pump Station 26 and Force Main Capacity Impr.						(3,832,880)		Yes-Started 2021	100
	PGWWTP Maintenance Admin and Shop Building - SPWA						(533,638)		Yes-Started 2022	27

Regional Sewer Connection Fees, continued										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance (As restated)**	**Fees Collected[(1)] (Refunded)**	**Interest Earned**	**Interfund Transfer In/(Out)**	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
	Dry Creek WWTP Capacity Expansion - SPWA						(382,063)		Yes - Started 2023	100
	PGWWTP Electrical Capacity Expansion Project - SPWA						(345,697)		Yes - Started 2023	100
	Residential Equivalent Dwelling Unit Evaluation - SPWA						(4,027)		Yes - Started 2023	100
	Corridors Trunk Sewer Capacity Improvement Project - SPWA						(1,492)		Yes- Started 2024	100
	DCWWTP Operations and Laboratory Building Construction Project - SPWA						(3,099)		Yes- Started 2024	73

Regional Sewer Connection Fees, continued										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance (As restated)**	**Fees Collected[(1)] (Refunded)**	**Interest Earned**	**Interfund Transfer In/(Out)**	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
	Inflation Reduction Act Support Project - SPWA						(12,953)		Yes-Started 2024	100
	2025 Wastewater System, Evaluation Update-SPWA						(1,320)		Yes-Started 2025	100
								$221,502,000		

Regional Sewer Connection Project Fee Project Descriptions

Pleasant Grove UV (Project# 500165) - Due to changes in water quality and regulations, the current Pleasant Grove UV disinfection system is undersized for the projected rated capacity needed after the completion of the Pleasant Grove Expansion Project. This project expands the UV system capacity.

PGWWTP-Energy Recovery (Project# 500166) - Upon completion of the Pleasant Grove Expansion Project, the Pleasant Grove Wastewater Treatment Plant will produce bio-methane from the newly constructed digesters. Absent the Energy Recovery Project, the bio-methane would be burned in a flare, which is not environmentally sound. Once complete, bio-methane produced from the wastewater treatment plant will be conditioned for use in clean air refuse vehicles.

PGWWTP - Expansion 2020 (Project# 500167) - Expand wastewater treatment plant capacity. This project will add primary clarifiers, anaerobic digesters, and solids thickening equipment to the existing PGWWTP treatment process. This will increase the plant's treatment capacity from 9.5 to 12 million gallons per day and is expected to provide sufficient capacity to accommodate growth within the South Placer Wastewater Authority service area through 2035.

Dry Creek and Pleasant Grove WWTP Capacity Evaluation (Project# 500199) - This project is a field study to confirm the computer model capacity predictions contained in the WW System Evaluation project.

Regional Pump Station 26 and Force Main Capacity Improvement (Project# 500200) - This project will Increase available capacity in the Old Auburn Boulevard trunk sewer and associated lift stations.

PGWWTP Maintenance Admin and Shop Building - SPWA (Project# 500306) - This project funds the design and construction of a new maintenance Building at the Pleasant Grove Wastewater Treatment Plant.

Dry Creek WWTP Capacity Expansion - SPWA (Project# 500420) - This Project will increase treatment capacity of the Dry Creek Wastewater Treatment Plant (DCWWTP) by replacing blowers, adding a new aeration control system, adding mixers in the aeration basins, improving clarifier inlet and baffling, adding a new motor control center and associated electrical improvements to power the new equipment, modifying the existing effluent cooling system, and other associated improvements.

PGWWTP Electrical Capacity Expansion Project - SPWA (Project#500421) - This project will add electrical capacity to the Pleasant Grove Wastewater Treatment Plant (PGWWTP). The project includes adding electrical capacity to adequately serve existing, new and planned future loads, building an electrical building to house the new equipment, and adding generator capacity to allow for continued operation during emergencies and power outages to maintain required treatment compliance.

Residential Equivalent Dwelling Unit Evaluation - SPWA (Project# 500422) - Evaluate projected wastewater flows between different residential uses such as age restricted and multi-family developments to determine if a different Equivalent Dwelling Unit (EDU) calculation for these residential uses is warranted in regard to sewer connection fee calculations.

Corridors Trunk Sewer Capacity Improvements Project - SPWA (Project# 500432) - To meet projected build out demands, this project will divert flow from the Cirby Truck Sewer B by making modifications to Pump Station 25 and extending the existing force main. In addition, this project will upsize an existing 15-inch pipe along Coloma Way and reconnect it to the Cirby Truck Sewer.

DCWWTP Operations and Laboratory Building Construction Project - SPWA (Project# 500433) - Per the 2017 DCWWTP Condition Assessment performed on the existing Operations Building, this project is to re-build and expand the Operations and Laboratory Building, update the surrounding site and utilities, and demolish the existing Operations Building.

Inflation Reduction Act Support Project - SPWA (Project# 500434) - Determine if the PGWWTP Expansion and Energy Recovery Projects are eligible for the Inflation Reduction Act of 2022 and if so, pursue and file for the federal tax credits.

2025 Wastewater System Evaluation Update-SPWA (Project# 500542) - An evaluation of the regional wastewater conveyance and treatment facilities was p
Wastewater 2020 System Evaluation Report). The purpose of this update is to evaluate and document future wastewater collection and treatment capacity r
document the existing capacity of the regional truck sewer and wastewater treatment facilities, update and evaluate the regional wastewater collection syst
improvements. Capital projects will be forecasted as well as system deficiencies identified and documented.

Traffic Mitigation Fees										
Highway 65 Joint Powers Authority Fee Program										
Document Establishing Fee	**Project**	**Fee Formula**	**Starting Balance**	**Fees Collected (Refunded)**	**Interest Earned**	**Interfund Transfer In/(Out)**	**Expenditures**	**Ending Balance as of June 30, 2025**	**Sufficient Funds to Complete Project?**	**% of CIP Funded by Fee**
Resolution No. 90-312	Highway 65-Galleria/ Stanford	Joint Powers Agreement Oct, 15, 1990; Amended Aug. 18, 1992	($4,506,335)	1,753,205	10,003	-	(4,009)	**($2,747,136)**	No	100

The Highway 65 Joint Powers Authority Board approved a plan for funding the construction of various Highway 65 Interchange Projects that included the commitment of funds from the Authority along with funds from the Cities of Roseville and Rocklin and the County of Placer. The participants remitted funds to the Authority in advance of the construction. In addition, the City of Roseville constructed projects using City of Roseville funds. The projects were dedicated to the Authority through a reimbursement agreement. Pursuant to the agreement, the cities and the County will be reimbursed through future traffic mitigation fees collected by the Authority.

Traffic Mitigation Fee Project Descriptions

Highway 65-Galleria/Stanford (Project# 400060) –The proposed project would modify the SR 65 NB ramps at the Galleria Boulevard/Stanford Ranch Road interchange as well as reconfigure the lanes along Galleria Boulevard/Stanford Ranch Road. The project would construct the following:

- Dual left turn lanes onto the NB SR 65 slip on-ramp.
- Protected median left turn pockets at the NB and SB ramp intersections, eliminating the inside trap lanes.
- Right turn pocket for the SB approach along Stanford Ranch Road to the NB slip on-ramp.
- Widened NB SR 65 to NB Stanford Ranch Road slip off-ramp from one to two lanes at the ramp terminus. Off-ramp will include a signalized intersection at Stanford Ranch Road.
- Widened NB slip on-ramp to two metered general-purpose lanes plus an HOV preferential lane.
- Modified terminus of the NB loop off-ramp to reduce speeds and enhance safety for all modes utilizing the facility.

Attachment 1:

Fee Ordinances, Resolutions and Agreements

Sewer Connection Fees:

Regional Sewer Connection Fees

Ordinance No. 6100

ORDINANCE NO. 6100

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 9.12.100 OF CHAPTER 9.12 OF TITLE 9, AMENDING SECTIONS 14.08.025, 14.08.090, 14.08.091, AND 14.08.100 OF CHAPTER 14.08 OF TITLE 14, DELETING SECTION 14.08.091 OF CHAPTER 14.08 OF TITLE 14, AND AMENDING SECTIONS 14.16.060, 14.16.080, 14.16.200 AND 14.16.201 OF CHAPTER 4.16 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING GARBAGE, WATER AND WASTEWATER RATES AND SERVICES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 9.12.100 of Chapter 9.12 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

9.12.100 Charges for collection.

A. Residential.

1. Each and every householder or tenant occupying any dwelling, house, or residence, shall pay to the city, or its authorized agent, a fixed minimum charge as set forth in this section as a refuse fee. Such fixed minimum is based upon service of one call per week, irrespective of whether there is any refuse to remove from any premises.

2. Ninety-Gallon Automated Container Service. For each premises assigned city-owned 90-gallon containers (one for household garbage and one for yard clippings and green waste) and serviced by automated collection, all garbage, and green waste for collection must be contained within the 90-gallon container(s) with the lid closed and must fall freely from container when dumped. Each such premises shall be provided weekly collection for trash; green waste will be collected every other week.

3. Refuse service may be discontinued upon request for a period of no less than two months when a dwelling, house, or residence will be unoccupied. The minimum time of discontinuing service will be two months. A service charge equal to two months' refuse charge will be charged to the utility user for the removal and redelivery of the assigned automated container when service has been temporarily discontinued. This service charge will be paid at the time service is discontinued. Upon occupancy of a dwelling, house or residence, the utility user must contact the city to restart service and will be charged an associated restart fee. If the occupant of a dwelling, house, or residence does not contact the city to restart service, the city may bill back to the discontinuance of service all monthly charges.

4. For collection of additional containers beyond those covered by the fixed minimum charges established in this chapter, the collection charge shall be that identified in this section.

5. An additional or special pickup may be requested beyond the minimum service required by this chapter. Each such additional or special pickup shall be subject to a fixed fee.

6. Rates for Residential Collection. Effective July 5, 2019, and July 1, 2020, the residential rates on billings shall be as follows:

Residential Refuse Service	**Effective 7/5/2019**	**Effective 7/1/2020**
Fixed refuse monthly charge (one trash container and one green waste container as identified in Section 9.12.100(A)(2))	$25.57	$26.85
Additional empty of a 60- or 90-gallon refuse container	$16.72	$17.55
Each additional green waste container	$9.28	$9.75
Each additional 90-gallon refuse container	$17.48	$18.36
Additional empty of a green waste container	$12.29	$12.90
Refuse 60- or 90-gallon replacement charge	$74.69	$78.42
Fixed fee for the return of a confiscated green waste container due to contamination	$119.41	$125.38
Temporary removal of a residential service	$51.12	$53.68
Move in box pick-up	$90.39	$94.91
Temporary dumpster delivery and removal and per yard charge (6 yards only)	$125.30	$131.56

Residential Special Services	**Effective 7/5/2019**	**Effective 7/1/2020**
Restart Service (per occurrence)	$25.00	$26.25
Green/Waste Contamination Fee (per occurrence)	$25.00	$26.25
Overloaded Cart (per occurrence)	$10.00	$10.50
Return Trip Charge Same day (per occurrence)	$10.00	$10.50
Return Trip Charge Off day (per occurrence)	$25.00	$26.25
Cart Exchange (in excess of 1x/12 months)	$25.00	$26.25

B. Commercial.

1. A landlord, property owner, or property manager or management company of each and every store, shop, apartment, house, rooming house, factory or other nonresidential use that has a commercial dumpster shall pay to the city, or its authorized agent, a fixed minimum charge as set forth by the city council as a refuse fee. Such fixed minimum is based upon service of one call per week, irrespective of whether there is any refuse to remove from any premises.

A landlord, property owner, property manager or management company with multiple tenants who must share a commercial dumpster shall be responsible for the refuse utility bill of the tenants.

2. Commercial Dumpster, Roll-On, and Additional Services. The environmental utilities director may approve the placing of garbage or rubbish in containers other than 30-gallon cans or 90-gallon automated cans (such as dumpsters or roll-on containers) as provided in Section 9.12.060. The fixed fee and additional service charges are established by subsections (A)(6) and (B)(7). In such cases, the environmental utilities director shall cause a study of the service to be made, and charges will be established based on the cost of performing the service. Such charge shall include all costs to the city, including, but not limited to, labor, equipment operation, maintenance and depreciation, administrative overhead, recycling, landfill closure and landfill operation costs. Standard commercial charges for basic hand-pickup dumpsters and roll-on containers may be established by the environmental utilities director subject to the approval of the city council.

An additional or special pick up may be requested beyond the minimum service required by this chapter. Each such additional or special pick up shall be subject to a fixed fee.

Temporary commercial services must be charged to a City of Roseville customer utility account. A "garbage only" account may be requested for temporary services. See Chapter 14.04 Utility Customer Billing, Accounting and Collections for information about establishing a new account.

Timeframe for temporary customer service. Temporary dumpsters for commercial use must be serviced weekly and removed within a 90 day period. It is the customer's responsibility to schedule services. If a temporary dumpster is not emptied within seven consecutive days of its delivery or last collection, the account shall be assessed a weekly rental fee per Section 9.12.100(B7): Rates for Commercial Collection.

3. Commercial customers that fall into the following categories are required by state law to subscribe to organics recycling services.

a. On and after April 1, 2016, a business that generates eight cubic yards or more of organic waste per week shall arrange for recycling services specifically for organic waste.

b. On and after January 1, 2017, a business that generates four cubic yards or more of organic waste per week shall arrange for recycling services specifically for organic waste.

c. On and after January 1, 2019, a business that generates four cubic yards or more of commercial solid waste, as defined in Section 42649.1, per week, shall arrange for recycling services specifically for organic waste.

4. On or after January 1, 2020, if the department determines that statewide disposal of organic waste has not been reduced to 50 percent of the level of disposal during 2014, a business that generates two cubic yards or more per week of commercial solid waste shall arrange for the organic waste recycling services specified in subsection (B)(3), unless the department determines that this requirement will not result in significant additional reductions of organics disposal.

5. Multifamily dwellings will not be required to recycle food waste, but will need to provide proof to the city that other organics such as green waste are being recycled or diverted from the landfill in an appropriate manner. The city can also provide green waste services, if necessary.

The city will be the primary collector of all organic waste materials, unless a business had services in place before September 28, 2014, the date AB 1826 was approved. Any business with a collection contract before this date can continue with providers until the contract expires. Once the contract expires the business will default to city service.

6. An additional or special pickup may be requested beyond the minimum service required by this chapter. Each such additional or special pickup shall be subject to a fixed fee.

7. Rates for Commercial Collection. Effective July 5, 2019, and July 1, 2020, the commercial rates on billings shall be as follows:

Frontloader and Rearloader Commercial Services*	**Effective 7/5/2019**	**Effective 7/1/2020**
Frontloader and rearloader commercial dumpster and sidewalk can per yard charge *Plus premium for rearloader services (more detail below)	$10.49	$11.01
Frontloader and rearloader compactor per yard charge	$18.90	$19.85
Frontloader cardboard dumpster and compactor per yard charge	$13.93	$14.63

Commercial Special Services	**Effective 7/5/2019**	**Effective 7/1/2020**
Rear Loader Service Premium (this will be an additional charge equivalent to an associated percentage of the monthly base rate)	25%	25%
Recyclable Material Contamination Fee (per occurrence)	$25.00	$26.25
Green/Waste Contamination Fee (per occurrence)	$25.00	$26.25
Overloaded Container (per occurrence)	$25.00	$26.25
Lock Service – Admin Set up (per occurrence)	$15.00	$15.75
Lock Service – Lock Cost (per occurrence)	$15.00	$15.75
Lock Service – Per Month	$10.00	$10.50
Push/Pull Charges (per container month)	$15.00	$15.75
Extra Pickup Charge (of monthly rate per pickup + return trip charge)	25%	25%
Exchange Cart (per cart)	$25.00	$26.25
Exchange Bin (per occurrence)	$75.00	$78.75
Return Trip Charge Same day (per occurrence)	$10.00	$10.50
Return Trip Charge Off day (per occurrence)	$25.00	$26.25

Additional Commercial Service Rates	Effective 7/5/2019	Effective 7/1/2020
Roll-Off Return Charge (per occurrence)	$30.00	$31.50
Relocation Charge/Trip Charge(per event – includes roll-off return charge)	$50.00	$52.50

Roll-Off Commercial Open Top and Compactor Services*	Effective 7/5/2019	Effective 7/1/2020
Minimum charge per haul (base rate) without tonnage* All sizes	$312.43	$328.05
Roll-off 100% recycling bin	$171.08	$179.63

* Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste Management Authority. With city department head approval, some entities may pay tonnage charges directly to Western Placer Waste Management Authority.

Temporary Frontloader, Rearloader and Roll-Off Charges*	Effective 7/5/2019	Effective 7/1/2020
Frontloader and rearloader temporary dumpster delivery and removal charge	$62.38	$65.50
Frontloader and rearloader temporary dumpster per yard charge (plus trip fee for extra pickups)	$10.49	$11.01
Frontloader and rearloader temporary dumpster rental fee per week	$59.38	$62.35
Roll-off temporary dumpster minimum charge per haul (base rate)	$312.43	$328.05
Tonnage (per ton charge)*		
Roll-off temporary dumpster rental fee per week	$107.82	$113.22
Roll-Off temporary 100% recycling bin	$171.08	$179.63

* Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste Management Authority.

Additional Commercial Service Rates*	Effective 7/5/2019	Effective 7/1/2020
Standby service charge per occurrence (in 15 minute increments)	$60.00	$63.00
Solid Waste Minimum Charge	$28.68	$30.11
Emergency after hours call out service charge per occurrence	$161.46	$169.53
Fixed monthly minimum commercial charge	$28.68	$30.11
60- or 90-gallon automated container monthly charge	$25.57	$26.85
Commercial bin assistance charge per occurrence	$45.17	$47.43
Fixed fee for additional pick-up of a city owned 60- or 90-gallon automated container	$16.72	$17.55
Compactor cleaning	Minimum 2.5 hours labor cost	
Compactor lock replacement	0.5 hours of labor cost plus $8.00 lock replacement	

* The amounts billed to commercial customers will vary with the types of service and the number of pickups in a billing period.

** Green waste containers available only in limited areas.

A. Shared Compactor Rates. Shared compactor rates are applicable to the City of Roseville downtown specific plan area. Exact rates are determined on a site-specific basis based on the following criteria:

	Cost per 1,000 square feet of building area or per dwelling unit **Effective 7/5/2019**	**Cost per 1,000 square feet of building area or per dwelling unit** **Effective 7/1/2020**	
Below are the square footage rates for shared compactors. If a customer's site-specific charge does not exceed the fixed minimum charge, they will be subject to the monthly fixed minimum charge.			

Monthly Minimum (Fixed)	$28.68	$30.11	
Tier 1: Cost per 1,000 square feet of building area or per dwelling unit	$5.99	$6.28	Tier 1 includes business types that are determined low use by the environmental utilities director. Typical examples of low use are retail and office establishments and small apartment units.
Tier 2: Cost per 1,000 square feet of building area	$24.16	$25.37	Tier 2 includes business types that are determined medium use by the environmental utilities director. Typical examples of medium use are relatively smaller establishments such as bars and grills, coffee shops and delis; selling or serving food but not considered a full-service restaurant.
Tier 3: Cost per 1,000 square feet of building area	$51.04	$53.59	Tier 3 includes business types that are determined high use by the environmental utilities director. A typical example of high use is full-service restaurants, restaurant/ bakeries, and similar establishments. Full-service restaurants are defined as primarily dine-in establishments with established menus, and a minimum of two meals per day (e.g., lunch and dinner).

B. Shared Compactor Organic Tiers. Organics tiers are applicable to some shared compactor units depending on compactor tier and usage type. Exact rates are determined on a site-specific basis based on the following criteria:

Commercial Shared Compactor Organic Tiers	**Effective 7/5/2019**	**Effective 7/1/2020**
Tier 1	$0.00	$0.00
Tier 2	$81.93	$86.03
Tier 3	$163.81	$172.00

C. Rates for Commercial Organic Waste Collection. Effective July 5, 2019 and July 1, 2020, the commercial organic waste collection rates on billings shall be as follows:

Organic Waste Collection Rates	Minimum Monthly Charge (Effective 7/5/2019)	Minimum Monthly Charge (Effective 7/1/2020)
0-2 yards	$81.93	$86.03
0-4 yards	$163.81	$172.00
5 yards	$204.77	$215.01
6 yards	$245.69	$257.97
7 yards	$286.77	$301.10
8 yards	$327.62	$344.00
9 yards	$368.53	$386.96
10 yards	$409.49	$429.96
11 yards	$450.57	$473.09
12 yards	$491.37	$515.94
Extra pickup for one yard bin or cart equivalent	$61.45	$64.52
Extra pickup for two yard bin or cart equivalent	$81.93	$86.03

SECTION 2. Section 14.08.025 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.025 Water connection fees.

A. In order that appropriate provision be made for sharing the costs of the maintenance and expansion of the raw water supply, water treatment, storage, and distribution facilities of the city by those who receive the benefits thereof, there are established connection fees to such facilities, which fees shall be imposed in addition to the service connection costs charged pursuant to Section 14.08.020. Such additional water connection fees include a "standard connection fee" and an "irrigation connection fee." The fees shall be set so that they are equal to, but not greater than, the cost of service.

B. The water connection fees shall be based upon the applicable "dwelling unit equivalent" ("DUE") and density assignment. The fee for one DUE shall be $9,363.00 (per LDR unit), $5,618.00 (per MDR unit), $3,636.00 (per HDR unit) and $9,363.00 (per Non Residential unit) on July 1, 2018.

C. The connection fee amount set forth above shall be adjusted annually on July 1st of each year by three percent or by a percentage equal to the inflation rate for the prior year for construction costs as determined by the environmental utilities director in the preceding June, whichever is greater. The director's determination of the percentage equal to the inflation rate for the prior year for construction costs shall be based upon the Engineering News Record, Construction Cost Index for the prior 12 months ending in May. The environmental utilities director shall report the amount of the adjustment in percentage terms and the dollar amount due per DUE to the city council annually at the first regular meeting of the council following the adjustment of the fee.

D. Except as otherwise provided, all water connection fees established by this chapter shall be payable upon issuance of a building permit. Connection fees will be determined using the amount in effect on the date of building permit issuance.

SECTION 3. Section 14.08.090 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.090 Service charges for metered service.

There shall be due and payable the following monthly charges, upon submission of the bill by the city to the owner of the property supplied with service, for all treated water measured by meters for residential, commercial, industrial and manufacturing or other purposes:

A. Monthly Quantity Rates. Effective July 5, 2019 and July 1, 2020, the monthly quantity rates on billings shall be as follows:

	Effective 7/5/2019	**Effective 7/1/2020**
Potable water usage (per 100 cubic feet)	$1.30	$1.34
Recycled water usage (per 100 cubic feet)	$0.65	$0.67

*

B. Monthly Service Charges. Effective July 5, 2019 and July 1, 2020, the monthly service charges on billings shall be as follows:

Meter Size (inches)	Peak Flow Rate (gallons per minute)	Effective 7/5/2019	Effective 7/1/2020
Up to 3/4	30	$27.26	$28.08
1	50	$42.07	$43.34
1-1/2	100	$79.09	$81.47
2	160	$123.51	$127.22
3	350	$264.20	$272.13
4	630	$471.52	$485.67
6	1300	$967.61	$996.64
8	2800	$2,078.26	$2,140.61
10	4200	$3,114.89	$3,208.31

C. The total amount due and payable shall be the sum of the monthly service charge plus the quantity rate. The monthly service charge is due and payable regardless of whether water has been consumed. The service charge shall be the greater of the charge based on the meter size or flow rate, with the following exceptions:

1. No service charge shall be made for fire service that has backflow prevention with detector check devices approved by the environmental utilities director.

2. No service charge shall be made for recycled water utility back-up systems that are required for reliability only and have backflow prevention and metering approved by the environmental utilities director. This exclusion does not extend to systems that are regularly required as part of normal operation. The recycled water operation shall be responsible for water volumetric charges for these services and any costs associated with meter maintenance.

D. For purposes of charging for treated water measured by meters:

1. A residential account is defined as a single metered water service which serves three or less dwelling units.

2. A nonresidential account is defined as a single metered water service which serves more than three dwelling units, or serves commercial, industrial, manufacturing, irrigation or other nonresidential land uses.

E. For single-family residential services that require automatic fire protection systems pursuant to Section 16.16.120, the increased meter size will not be assessed an additional charge associated with the fire protection system requirement. Service charges shall be based on the required service size as determined by the Uniform Plumbing Code without consideration for any fire protection system required by Section 16.16.120.

SECTION 4. Section 14.08.091 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby deleted in its entirety:

14.08.091 Service charge outside city water service area.

SECTION 5. Section 14.08.100 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.100 Flat water rates.

The following service charges shall apply to flat rate consumers that the environmental utilities director determines are not cost effective to assign metered rates. The environmental utilities director shall conduct a water use study for consumers whom he or she determines may not be reasonably metered, and the director shall assign such consumers to an appropriate service rate level as set forth in this section. Water service rates for flat rate residential consumers shall be due and payable on a monthly basis according to the appropriate grouping set out in this section.

Effective July 5, 2019, and July 1, 2020, the flat rates on billings shall be as follows:

Nonmetered or Flat Service Charges	Effective 7/5/2019	Effective 7/1/2020
Single-family lots under 4,900 square feet; each mobile home unit not within a park maintaining its own distribution system and service; each dwelling unit of duplexes, triplexes, fourplexes, unmetered apartments and other multiple living units; other detached living units; and offices and stores with less than peak use of 250 gallons per day	$37.38	$38.51
Single-family lots 4,901 to 8,900 square feet	$42.13	$43.40
Single-family lots 8,901 to 12,000 square feet	$45.79	$47.17
Single-family lots 12,001 to 15,000 square feet	$49.36	$50.85
Single-family lots existing before July 1, 1977, which are in excess of 15,000 square feet	$54.36	$58.16
Mobile home parks, per living unit	34.47	35.51
All those single-family lots over 15,000 square feet, created on or after July 1, 1977, shall be metered pursuant to Section 14.08.105		

SECTION 6. Section 14.16.060 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.060 Local sewer connection fee.

A. A local sewer connection fee shall be charged in accordance with Section 14.16.010 for each connection to the city-owned public sewer.

B. The local sewer connection fee shall be $363.00 per sewer unit.

C. The Construction Cost Index (CCI) inflationary fee adjustment shall become effective July 1, 2013. The fee established by this chapter shall be adjusted annually July 1st beginning on July 1, 2013 by a percentage equal to the adjustment rate for the prior year for construction costs as determined by the director in the preceding June. The director's determination shall be based upon averaging the Construction Cost Index (CCI) for 20 cities and for San Francisco, as published in the Engineering News Record publication for the preceding 12 months ending in May. The resultant fee shall be rounded to the nearest dollar figure.

SECTION 7. Section 14.16.080 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.080 Regional sewer connection fee.

A. A regional sewer connection fee shall be charged in accordance with Section 14.16.010 for each sewer unit connected to the city-owned public sewer.

B. The regional sewer connection fee shall be $7,854.00.

C. The fee established by this chapter shall be adjusted annually on July 1st by a percentage equal to the adjustment rate for the prior year for construction costs as determined by the director in the preceding June. The director's determination shall be based upon averaging the Construction Cost Index (CCI) for 20 cities and for San Francisco, as published in the Engineering News Record publication for the preceding 12 months ending in May. The resultant fee shall be rounded to the nearest dollar figure.

SECTION 8. Section 14.16.200 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.200 Monthly unit sewer service charge established.

Except as otherwise provided in this chapter, a monthly unit sewer service charge shall be paid by each user connected to the city-owned public sewer. The monthly unit sewer service charge on billings shall be:

A. The monthly sewer charge shall be $40.55 per sewer unit, effective on billings as of July 5, 2019, and $42.18 per sewer unit, effective on billings as of July 1, 2020.

B. The monthly sewer service charges for those located outside of the city limits shall be 10 percent higher than the monthly sewer charges for those located inside city limits.

SECTION 9. Section 14.16.201 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.201 Sacramento Regional County Sanitation District monthly unit sewer service charge established.

Except as otherwise provided in this chapter, a monthly unit sewer service charge shall be paid by each user connected to the Sacramento Regional County District's sewer system and located within Roseville city limits. Effective July 5, 2019, the monthly sewer charge shall be $40.55 per sewer unit. Effective July 1, 2020, the monthly sewer charge shall be $42.18.

SECTION 10. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption or on July 5, 2019, whichever occurs later.

SECTION 11. 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 15th day of May, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS: Bernasconi, Alvord, Roccucci, Houdesheldt

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

MAYOR

ATTEST:

City Clerk

Traffic Mitigation Fees

Highway 65 Joint Powers Authority Fee Program

Joint Powers Agreement

October 15, 1990

As Amended August 18, 1992

9169

JOINT POWERS AGREEMENT FOR THE FINANCING AND CONSTRUCTION OF INTERCHANGES ON STATE HIGHWAY 65 CITY OF ROCKLIN CITY OF ROSEVILLE COUNTY OF PLACER

This Agreement is entered into as of October 15, 1990 by and between the County of Placer, a political subdivision of the State ("County"), and the City of Rocklin and the City of Roseville, municipal corporations organized and existing under the laws of the State of California ("Cities").

RECITALS

1. The County and Cities have the common powers to acquire real property and, with the consent and cooperation of the California State Department of Transportation, to finance and construct freeway interchanges.

2. The County and Cities have determined that the public interest will be served by the joint exercise of these powers through this Agreement and the creation of a joint powers authority to plan for, finance, and construct four interchanges on State Highway 65 to serve their respective jurisdictions and spheres of influence.

AGREEMENT

3. Authority and Purpose.

This Agreement is made pursuant to Chapter 5 of Division 7 of the Title 1 of the California Government Code (commencing with section 6500) (the "Law") relative to the joint exercise of powers common to the County and Cities. The purpose of this Agreement is to provide for the planning, financing, and construction of four interchanges to State Highway 65 located in the jurisdictions of the County and Cities through the creation of a joint powers authority. The four interchanges and their approximate location are shown on Exhibit A attached to this Agreement and incorporated herein.

4. Creation of Authority and Jurisdiction.

There is hereby created the "Bizz Johnson" Highway Interchange Joint Powers Authority ("Authority") a public entity separate from the County and Cities, whose

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CITY OF ROSEVILLE
BY _____

jurisdiction is as shown and described in Exhibit B, attached hereto and by this reference incorporated herein.

5. Term and Termination.

This Agreement shall be effective as of that date first stated above. It shall remain in effect until the purpose stated in paragraph 3 is fully accomplished and all bonds or other instruments of indebtedness issued by the Authority, if any, have been paid, or until terminated by the unanimous agreement of the respective governing bodies of the County and Cities in accordance with the law.

6. Powers

The Authority shall have all powers necessary or reasonably convenient to carry out the purpose stated in paragraph 3, including but not limited to the following:

A. Administration:

1) to secure administrative office space and furnishings;

2) to contract for or employ administrative, technical, and support staff;

3) to acquire, operate, maintain, and dispose of materials, supplies, equipment and insurance of all types to effect or facilitate achievement of the Authority's purpose;

4) all powers incidental to the foregoing.

B. Interchange Construction:

1) To develop a plan or formula for determining the timing and sequence of construction of the four interchanges;

2) to contract for or employ staff to conduct studies and surveys; to prepare reports; to prepare plans, specifications, and other bid documents; to administer construction contracts; and to coordinate the construction projects with all affected governmental agencies;

3) to lease, acquire or dispose of real property by negotiation, dedication, or eminent domain;

4) to lease, acquire, operate, maintain and dispose of materials, supplies, and equipment of all types to effect the construction of the four interchanges;

5) to construct or cause to be constructed the four interchanges and all related or appurtenant structures;

6) all powers incidental to the foregoing.

C. Financing:

1) to accept, hold, invest (pursuant to section 6509.5 of the Law), manage, and expend monies for administrative purposes and for construction of the interchanges;

2) to levy fees and taxes, enter into lease-purchase agreements, and to issue bonds and incur other forms of indebtedness as provided in sections 6547.1, 6547.5, and 6547.6 of the Law to fund the construction of the interchanges and all related costs, including all administrative costs;

3) to form a special assessment district under the Improvement Act of 1911, the Municipal Improvement Act of 1913, the Improvement Bond Act of 1915, or any other authority that exists now or in the future;

4) to form a special tax district under the Mello-Roos Community Facilities District Act or any other authority that may exists now or in the future;

5) to negotiate and enter into reimbursement agreements when monies to construct one or more interchanges are advanced;

6) to develop and adopt an interchange construction financing plan that may include a mechanism for borrowing funds collected for one interchange to fund another;

7) all powers incidental to the foregoing.

7. Duties.

The Authority shall have the duty to do the following within the times specified or, if no time is specified, within a reasonable time:

A. to retain legal counsel for all Authority business, including litigation;

B. to secure liability and errors and omission insurance;

C. to develop and adopt, within 12 months of the date of this Agreement, a plan or formula for determining the timing and sequence of construction of the four interchanges, and an interchange construction financing plan. The plan or formula for determining the timing and sequence of construction shall provide that the Harding Boulevard interchange shall be the first to be constructed. The construction financing plan shall acknowledge the payment of any fees transferred to the Authority under paragraph 8.D.6) and any reimbursement obligations relating thereto, and shall incorporate the relevant terms and conditions of any agreement entered into by the County or either member City with a landowner under which funds were advanced for the construction of one or more of the four interchanges, or a waiver of protest rights was made.

8. Administration.

A. Governing Board -- Membership. The Authority shall be administered by a board of directors ("Board") consisting of three directors and three alternates. One director and one alternate shall be current members of the County's Board of Supervisors; one director and one alternate shall be current members of the Rocklin City Council; and one director and one alternate shall be current members of the Roseville City Council. Each director and each alternate shall be appointed by the Board of Supervisors or the City Council of which he or she is a member and shall serve at the pleasure of the appointing body. Alternates shall serve as directors in the absence of the director representing the same jurisdiction as the alternate.

B. Meetings.

1) Regular Meetings. The Board shall by resolution establish the number of regular

meetings to be held each year and the date, hour, and location at which such regular meetings shall be held; provided, however, that the resolution shall provide for at least one (1) regular meeting quarterly.

2) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of section 54956 of the California Government Code.

3) Conduct of Meetings. All meetings of the Board shall be held in accordance with Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with 54950) (California Open Meeting Law).

4) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the County and Cities.

5) Quorum. Two (2) directors of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. Except as provided in paragraph 9, actions of the Board shall require the affirmative vote of a majority of the entire Board.

C. Procedures.

1) The Board shall elect a Chair from among its membership to preside at meetings and shall select a Secretary who may, but need not, be a member of the Board.

2) The Board may adopt by resolution rules of procedure not inconsistent with the provisions of this Agreement to govern the conduct of its meetings.

3) Members of the Board of Directors shall comply with Title 9 of the California Government Code (commencing with 81000) (Political Reform Act of 1974).

D. Fiscal Matters.

1) Treasurer and Auditor.

a) Except as provided in b) below, the treasurer and auditor of County are designated the treasurer and auditor of the Authority with the powers, duties, and responsibilities specified in section 6505 and 6505.5 of the Law.

b) In lieu of the designations in a), above, the Board may appoint one or more of its employees to either or both of the positions of treasurer or auditor as provided in section 6505.6 of the Law. Such appointment shall supersede the designation made in a), above. The persons or persons appointed by the Board under this paragraph shall have the powers, duties and responsibilities specified in sections 6505 and 6505.5 of the Law.

2) Custodian of Property. The treasurer and auditor of the Authority shall be the public officers who have charge of, handle, and have access to the Authority's property and shall file with the Authority an official bond in the amount fixed by the County and Cities.

3) Accounts and Reports. The Board shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times to the County and Cities and their respective representatives. The Authority, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the County and Cities. The accounts shall be prepared and maintained by the treasurer and auditor of the Authority. The written reports shall be prepared by an independent certified public accountant employed by the Authority.

4) Budgets. The Board shall adopt a budget no later than 90 days after the effective date of this Agreement and no later than June 30 of each year thereafter.

5) Contributions. Within 90 days of the effective date of this Agreement the County and Cities shall contribute to the Authority start-up funds in the amounts determined by the Board. The Board may request additional amounts to be contributed in the future from the County and the Cities which amounts shall be allocated proportionately among the County and Cities based on the traffic trip ends contained in the report entitled "Final Report Interagency Plan for the Financing of Highway 65 Interchange Improvements" dated July 1, 1988 and prepared by Ralph Andersen & Associates or based on another allocation method adopted by the Board. The Board may provide for the reimbursement of all funds contributed by the County and Cities under this Agreement from funds collected for the interchange construction projects.

6) Assignment and Transfer of Funds. Within 90 days of the effective date of this Agreement, the County and each member City shall assign or otherwise transfer to the Authority its rights and obligations relating to the financing and construction of one or more of the four interchanges in connection with the payment of any fee or under any agreement with a landowner under which funds were advanced for the construction of one or more of the four interchanges or a waiver of protest rights was made. The County and each member City shall, concurrent with the assignment or other method of transfer, transfer to the Authority any funds received from a landowner.

9. Voting.

Notwithstanding paragraph 8.B.5), the following actions require three votes of the Board, with each director or alternate voting in accordance with the direction given by his or her appointing body:

A. To acquire real property by eminent domain;

B. To levy a tax;

C. To order formation of an assessment or special tax district;

D. To authorize the sale of bonds;

E. To award contracts in excess of $1,000,000.00;

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F. To approve the annual budget.

G. To make a financial commitment with a term of more than one year;

H. To establish limits of liability and errors and omissions insurance;

I. To adopt or amend the plan or formula for determining the timing and sequence of construction of the four interchanges, or to approve construction that is at variance with the approved plan or formula;

J. To determine the amount of the initial contributions of start-up funds, and to adopt or to amend the method of allocating contribution obligations under paragraph 8.D.5).

10. Exercise of Powers.

The powers and duties described in this Agreement shall be exercised and carried out subject only to such restrictions upon the manner of exercising such powers or carrying out such duties as are imposed upon the City of Roseville in the exercise of similar powers or in carrying out similar duties as provided in section 6509 of the law.

11. Debts and Liabilities.

The debts, liabilities and obligations of the Authority shall not constitute a debt, liability or responsibility of the County or the Cities, either jointly or individually.

12. Liberal Construction.

The provisions of the Agreement, and in particular the provisions of paragraphs 6, 7 and 8, shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Authority.

13. Disposition of Property.

Prior to termination under paragraph 5 the Authority shall dispose of all of its property in a manner determined by the Authority to be most beneficial to the parties hereto. The proceeds of such disposal and any other surplus money shall be distributed to the parties in the same proportion as their original contribution.

DRAFT 3000 SOUTH 3RD

14. Severability.

Should any part, term, or provisions of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

15. Successor and Assignment.

This agreement shall be binding upon and shall inure to the benefit of the successors of the parties. No party may assign any right or obligation hereunder without the consent of the others.

16. Amendments.

This Agreement may be amended only by the unanimous agreement of the County and Cities.

The parties have executed and attested this Agreement as of the date first above written.

COUNTY OF PLACER

By _____
Chair, Board of Supervisors

10.3.89

ATTEST:

_____
Clerk, Placer County

CITY OF ROCKLIN
A MUNICIPAL CORPORATION

By _____
Mayor

ATTEST:

_____
City Clerk, City of Rocklin

CITY OF ROSEVILLE
A MUNICIPAL CORPORATION

By _____
City Manager

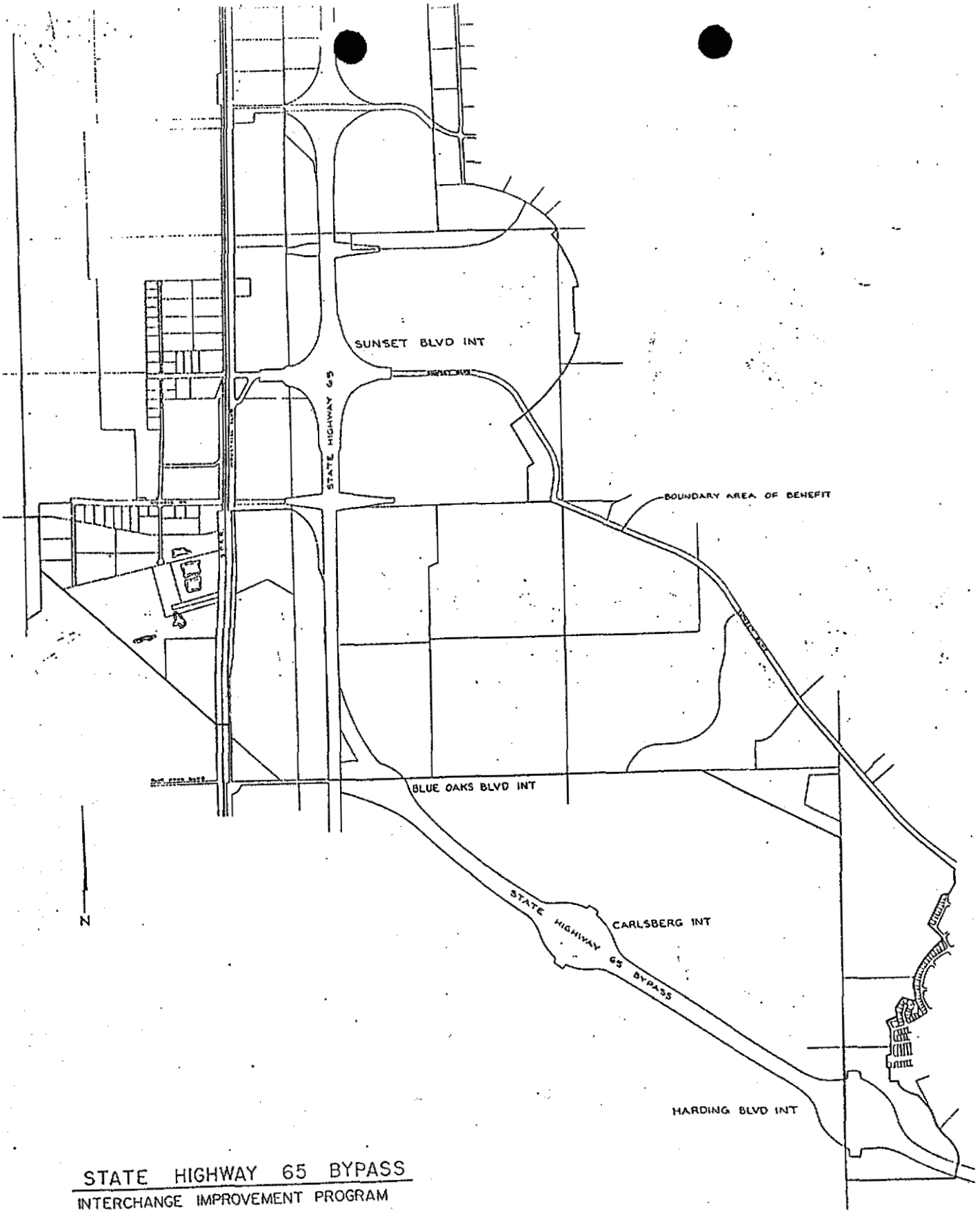
ATTEST:

_____
City Clerk, City of Roseville

_____
CITY ATTORNEY
City of Roseville, Calif.

Date 12/4/90

JPAAGRMT092009



STATE HIGHWAY 65 BYPASS
INTERCHANGE IMPROVEMENT PROGRAM

EXHIBIT A

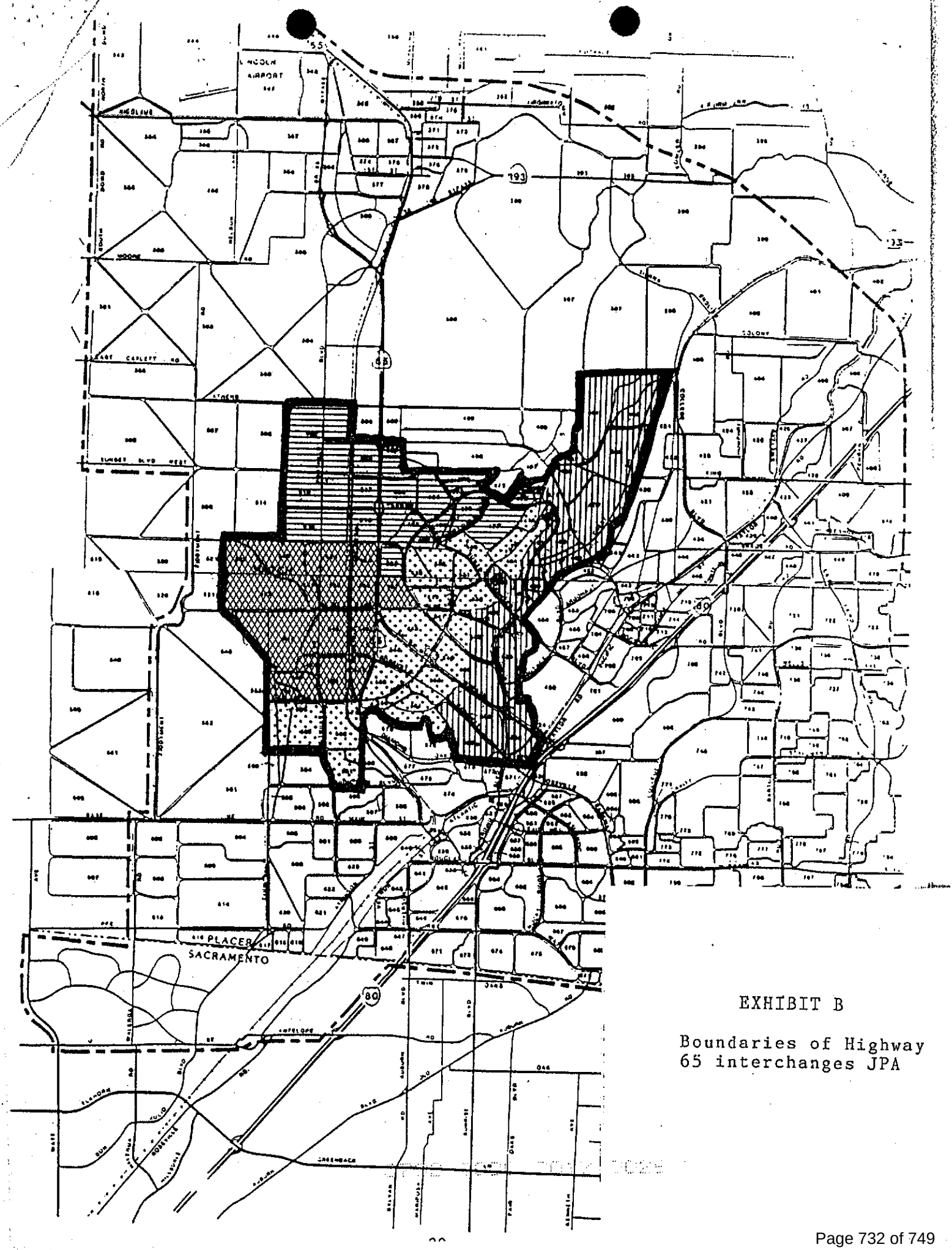


EXHIBIT B

Boundaries of Highway 65 interchanges JPA

RESOLUTION NO. 90-302

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A JOINT POWERS AUTHORITY AGREEMENT FOR THE HIGHWAY 65 INTERCHANGES

BE IT RESOLVED by the City Council of the City of Rocklin an follows:

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the Mayor to execute a Joint Powers Authority Agreement for the Highway 65 Interchanges, in the form attached hereto as Exhibit A and by this reference incorporated herein.

PASSED AND ADOPTED this 25th day of September, 1990, by the following roll call vote:

AYES:	Councilmembers:	Hill, Lund, Huson, Mitchell, Dominguez
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

Mayor

ATTEST:

City Clerk

CERTIFICATION OF RESOLUTION NO. 90-302

I hereby certify that the foregoing is a full, true and correct copy of Resolution No. 90-302 passed and adopted by the City Council of Rocklin at a regular meeting thereof, held 25 Sept. 1990

City Clerk of the City of Rocklin

RESOLUTION NO. 90-312

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING A JOINT POWERS AGREEMENT WITH THE CITY OF ROCKLIN AND COUNTY OF PLACER FORMING THE BIZZ JOHNSON HIGHWAY INTERCHANGE JOINT POWERS AUTHORITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a joint powers agreement between the Cities of Roseville and Rocklin and the County of Placer ("the JPA") for the purpose of forming the Bizz Johnson Highway Interchange Joint Powers Authority ("the Authority") has been prepared and reviewed by the City Council, and

WHEREAS, the City Council has previously approved and authorized the City Manager to execute said JPA in October, 1989 and said JPA has now been executed by the other public agencies who will be members of the Authority, and

WHEREAS, the City Council now desires to re-approve the said JPA, thereby signifying its continued support and approval of the Authority,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the said JPA forming the Bizz Johnson Highway Interchange Joint Powers Authority 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 12th day of December, 1990, by the following vote on roll call:

AYES COUNCILMEMBERS: Bill Santucci, Harry Crabb, Jr., John Byouk Mel Hamel, Pauline Roccucci

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

Pauline Roccucci
MAYOR

ATTEST:

Helen Florance
City Clerk

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST:
City Clerk of the City of Roseville, California
DEPUTY CLERK

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

In the matter of: A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A JOINT POWERS AUTHORITY (JPA) AGREEMENT FOR FUNDING AND CONSTRUCTION OF INTERCHANGES ALONG STATE HIGHWAY 65

Resol. No: 89-358

Ord. No: .....

First Reading: .....

The following RESOLUTION **was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held** October 3, 1989, **by the following vote on roll call:**

Ayes: MAHAN, BELAND, HOGG, FLUTY, FERREIRA

Noes: NONE

Absent: NONE

Signed and approved by me after its passage.

Chairman, Board of Supervisors

Attest:
Clerk of said Board
Georgia Lake

BE IT HEREBY RESOLVED by the Board of Supervisors, County of Placer, State of California, that this Board approves and directs the Chairman to sign the attached Joint Powers Authority (JPA) Agreement for Funding and Construction of Interchanges Along State Highway 65.

9169A

FIRST AMENDMENT TO JOINT POWERS AGREEMENT FOR THE FINANCING AND CONSTRUCTION OF INTERCHANGES ON STATE HIGHWAY 65
CITY OF ROCKLIN CITY OF ROSEVILLE
COUNTY OF PLACER

This First Amendment to the Joint Powers Agreement for the Financing and Construction of Interchanges on State Highway 65 ("Joint Powers Agreement"), dated October 15, 1990, by and between the County of Placer, a political subdivision of the State ("County"), and the City of Rocklin and the City of Roseville, municipal corporations organized and existing under the laws in the State of California ("Cities"), is entered into as of August 18, 1992.

RECITALS

WHEREAS, County and Cities desire to amend the Joint Powers Agreement; and

WHEREAS, County and Cities have determined that the jurisdiction of the Joint Powers Authority should be larger than initially agreed by the County and Cities, the County and Cities desire to revise and amend the area of jurisdiction, to include all of the city limits of Roseville, and Rocklin and parts of Placer County shown and described on Exhibit B, to the original Joint Powers Agreement for the financing and construction of interchanges on State Highway 65.

WITNESSETH: NOW, THEREFORE, County and Cities do mutually agree as follows;

Section 1: Exhibit B to the Joint Powers Agreement for the Financing and Construction of Interchanges on State Highway 65, dated October 15, 1990, is hereby deleted in its entirety and substituted with a new Exhibit B, which is attached hereto and, by this reference, incorporated herein.

Section 2: All remaining provisions of the Joint Powers Agreement shall remain the same and in full force and effect.

IN WITNESSETH WHEREOF, the parties have entered into this agreement as of the date and year above provided.

COUNTY OF PLACER

By _____ 8-18-92
Chair, Board of Supervisors

ATTEST:

Georgia Flake
Clerk, Placer County

CITY OF ROCKLIN
A MUNICIPAL CORPORATION

By _____
Mayor

ATTEST:

_____
City Clerk, City of Rocklin

CITY OF ROSEVILLE
A MUNICIPAL CORPORATION

By _____
City Manager

ATTEST:

Helen Florance
City Clerk, City of Roseville

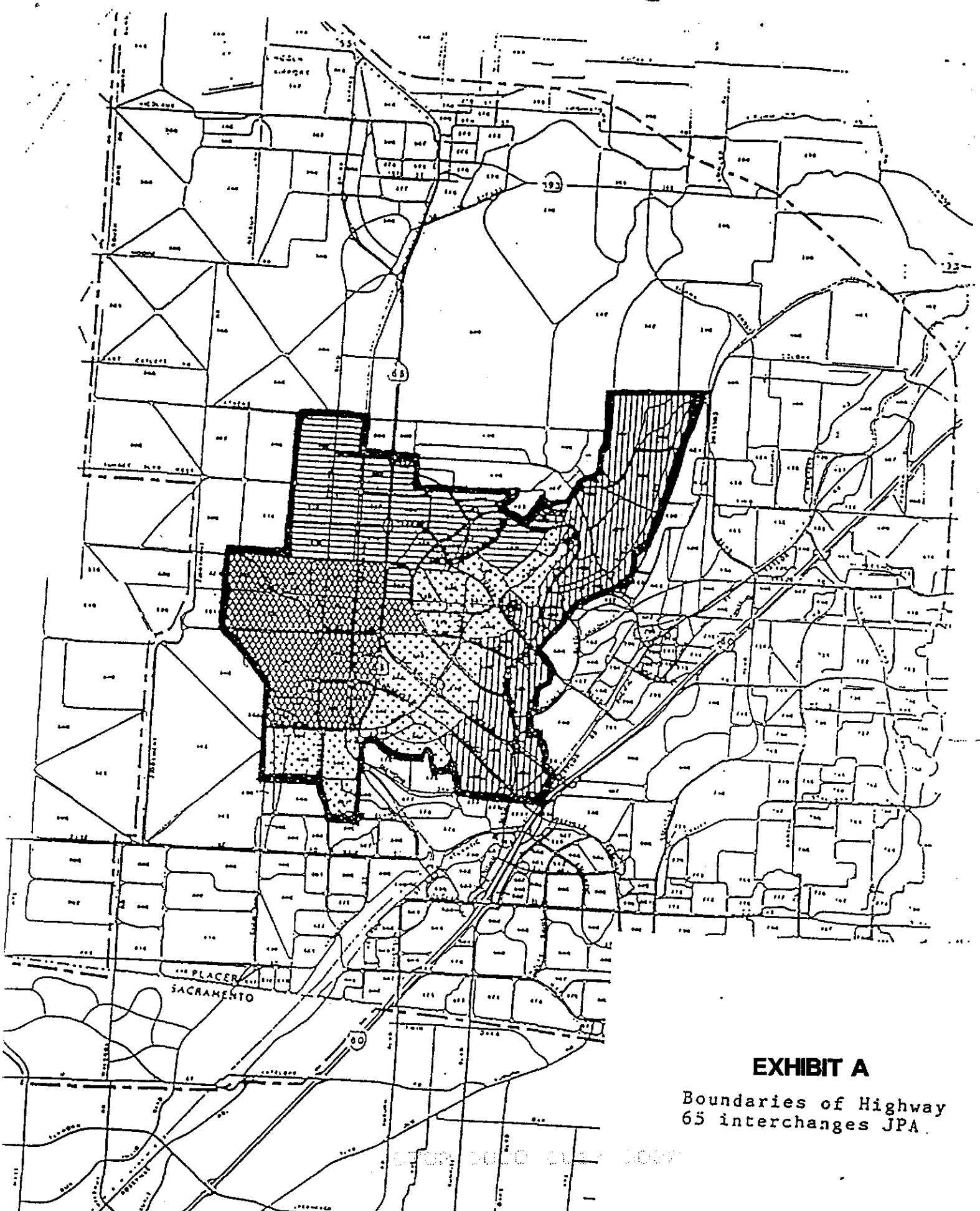


EXHIBIT A

Boundaries of Highway 65 interchanges JPA

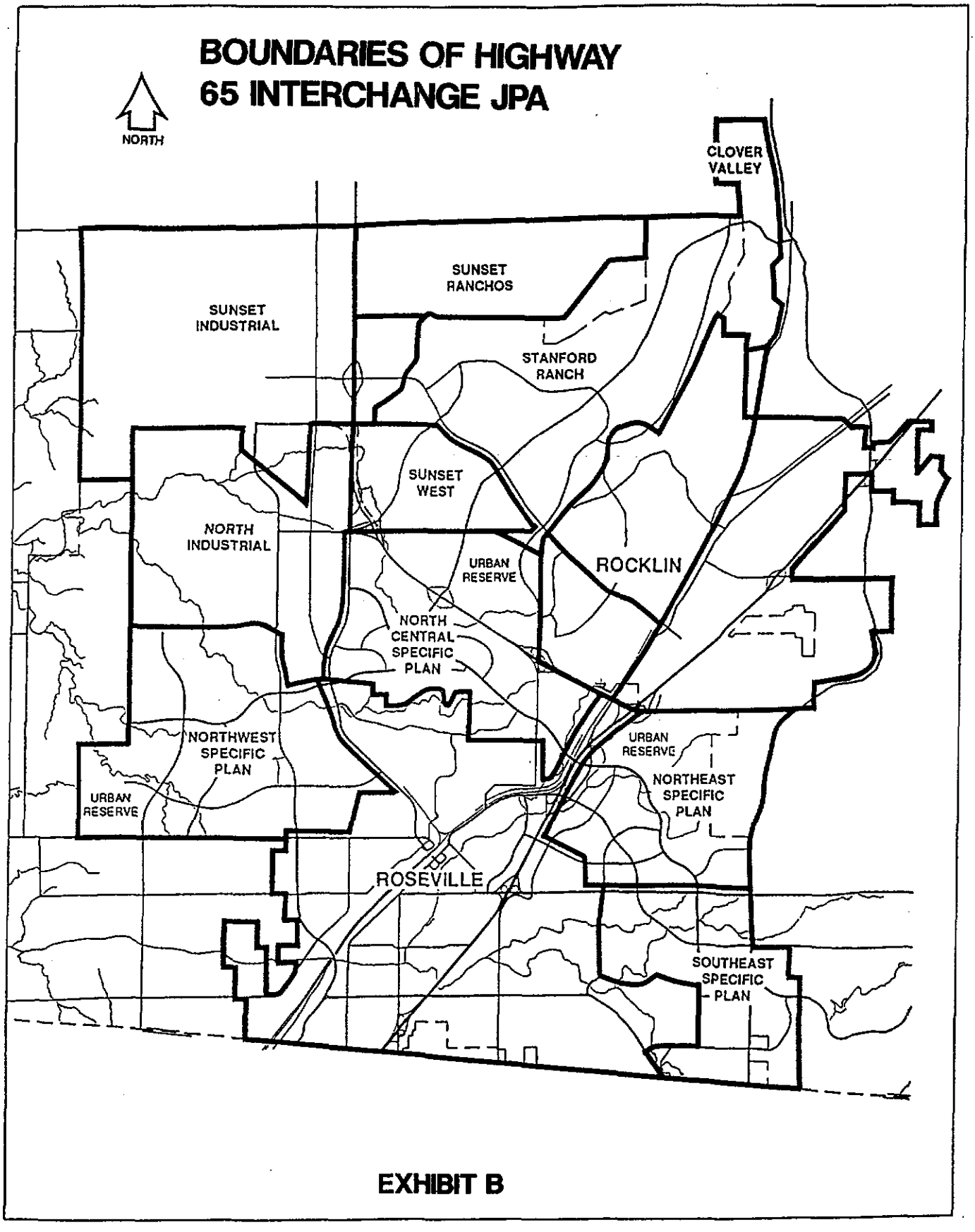


EXHIBIT B

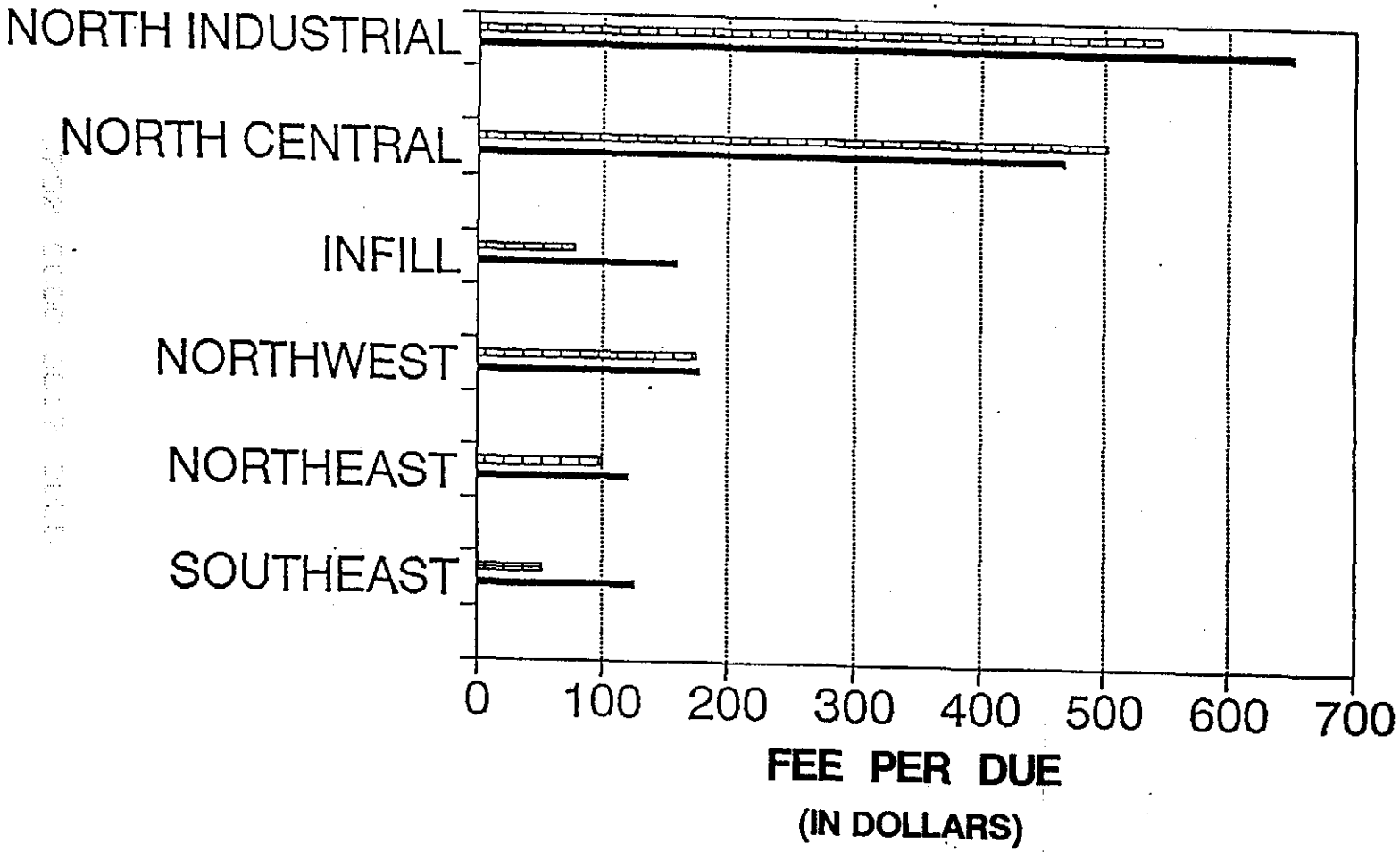
NOTE: The boundaries of the JPA shall include *all of the city limits of Roseville and Rocklin.*

PROPOSED JPA FEES

Summary of Costs Per DUE

Jurisdiction	Fee District	Cost Per DUE
Roseville	Infill	$101
	Northeast	112
	Southeast	69
	Northwest	220
	North Central	534
	North Industrial	722
	Average	*$307*
Rocklin	Stanford Ranch/Clover Valley	$514
	Sunset West	891
	South of Sunset	246
	North of Sunset	269
	East of SPRR	127
	Average	*$441*
Placer County	Sunset Industrial	$532
	Sunset Ranchos	762
	Atherton Tech	696
	Average	*$618*
Overall Average		$368

COMPARISON OF EXISTING
TMF V.S. PROPOSED JPA FEES



RESOLUTION NO. 92-161

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO JOINT POWERS AGREEMENT FOR THE FINANCING AND CONSTRUCTION OF INTERCHANGES ON HIGHWAY 65

BE IT RESOLVED by the City Council of the City of Rocklin as follows:

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the Mayor to execute a First Amendment to Joint Powers Agreement for financing and construction of interchanges on Highway 65, in the form attached hereto as Exhibit A and by this reference incorporated herein.

PASSED AND ADOPTED this 14th day of July, 1992, by the following roll call vote:

AYES: Councilmembers: Lund, Huson, Magnuson, Hill

NOES: Councilmembers: None

ABSENT: Councilmembers: Dominguez

ABSTAIN: Councilmembers: None

Mayor

ATTEST:

City Clerk

The foregoing instrument is a correct copy of the original document on file in this office.

Attest:
City Clerk, City of Rocklin

RESOLUTION NO. 92-205

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING AN AGREEMENT **BETWEEN THE CITY OF ROSEVILLE AND COUNTY OF PLACER AND THE CITY OF ROCKLIN** AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement **-- First Amendment to Joint Powers Agreement for the Financing and Construction of Interchanges on State Highway 65** has been prepared and has been reviewed by the Council;

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

PASSED AND ADOPTED by the Council of the City of Roseville this 8th day of July , 1992, by the following vote on roll call:

AYES COUNCILMEMBERS: Pauline Roccucci, Fred M. Jackson, Harry Crabb, Jr., Bill Santucci

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Mel Hamel

Bill Santucci
MAYOR

ATTEST:

Helen Florance
City Clerk

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK

City Council Communication

Meeting Date: 1/21/2026
Item #: VIII.29
File #: 0704-01
Item ID: 2026-12

Title:	Park Naming Policy Review
Contact:	Tara Gee 916-774-5253 tgee@roseville.ca.us

SUMMARY

Staff recommends Council review of the Parks, Recreation & Libraries Department's Park Naming Policy, and requests direction for revision if desired.

RECOMMENDATION

Staff recommends that the Council review the current Park Naming Policy and provide direction for revision.

BACKGROUND

New park sites are referenced by parcel until they enter the construction phase, at which time the Parks, Recreation & Libraries Department (PRL) strives to have a name for the park. The process for park naming is guided by the Parks, Recreation & Libraries Park Naming Policy, which is approved by Council. This policy has undergone several revisions over the years, with the most recent revision occurring five years ago, in 2021.

The act of naming a park is significant and meaningful. Currently, the Park Naming Policy allows for parks to be named after prominent geographical locations and/or features, features of the park or facility, recognition of historical or cultural significance in the area, and/or significant individuals within the community. Each year during the park naming submission period (the month of July), PRL receives dozens of name recommendations. A Park Naming Subcommittee (with membership as defined in the Park Naming Policy) reviews all submissions and makes its recommendations to the Parks & Recreation Commission. The Commission in turn makes its recommendations to the City Council, who approves the final park names.

To ensure that the Park Naming Policy remains aligned with Council priorities, staff is seeking direction from Council for any desired revisions.

FISCAL IMPACT

The fiscal impact resulting from park naming is the fabrication and installation of monument signs to identify the park / park name. This expense is typically included in the capital development costs of a new park, so there is no General Fund impact as a result of the City Council's policy direction.

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 review of the Park Naming Policy meets the above criteria and is not subject to CEQA. No additional

environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,
Tara Gee, Park Planning and Development Manager

Jill Geller, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Park Naming History
2. Park Naming Policy

REVIEWERS:

Arleta Wagenhals, City Clerk Department	Created/Initiated - 1/9/2026
Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Approved - 1/9/2026
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 1/9/2026
Kelly Aye, City Attorney Department	Approved - 1/12/2026
Katrina Six, City Clerk Department	Approved - 1/12/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 1/13/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 1/13/2026
Michelle Sheidenberger, City Attorney Department	Approved - 1/13/2026
Dominick Casey, City Clerk Department	Approved - 1/14/2026
Katrina Six, City Clerk Department	Final Approval - 1/14/2026

PARKS NAMED FOR PEOPLE	62%	PARKS NAMED PER OTHER CRITERIA	38%
1907-1990 (5)	**56%**	**1907-1990 (4)**	**44%**
1. Ferretti Park	1907	1. Crestmont Park	1968
2. Woodbridge Park	1934	2. Saugstad Park	1975
3. Royer Park	1935	3. Eastwood Park	1979
4. Weber Park	1937	4. Lincoln Estates Park	1982
5. Garbolino Park	1948		
1990-1999 (9)	**43%**	**1990-1999 (12)**	**57%**
6. Cresthaven Park	1993	5. Maidu Regional Park	1990
7. Buljan Park	1994	6. Silverado Oaks Park	1991
8. Wanish Park	1994	7. Diamond Oaks Park	1992
9. Mahany Park	1995	8. Kaseberg Park	1992
10. Vencil Brown Park	1997	9. Hillsborough Park	1993
11. Dietrich Park	1998	10. Olympus Park	1994
12. White Park	1998	11. Olympus Pointe Sculpture Park	1995
13. Doyle Park	1999	12. Marco Dog Park	1996
14. Elliott Park	1999	13. Misty Wood Park	1996
		14. Summerhill Park	1999
		15. Twinwood Park	1999
		16. Veteran's Memorial Park	1999
2000-2009 (19)	**76%**	**2000-2004 (6)**	**24%**
15. Nelson Park	2000	17. Kenwood Oaks Park	2000
16. Adam V. Baquera Park	2001	18. Cambria Park	2002
17. Hall Park	2001	19. Veterans Memorial Park- North	2005
18. Lockridge Park	2002	20. Bear Dog Park	2006
19. Taylor Park	2002	21. Blue Oaks Park	2006
20. Davis Park	2004	22. Central Park	2009
21. Stephenson Park	2004		
22. Besana Park	2005		
23. Erven Park	2005		
24. Santucci Park	2005		
25. Uribe Park	2005		
26. Dugan Park	2006		
27. Burner Park	2007		
28. Hughes Park	2007		
29. Piches Park	2007		
30. Pineschi Park	2007		
31. Goto Park	2008		
32. Hamel Park	2008		
33. Lunardi Park	2008		
2010-2019 (16)	**89%**	**2010-2019 (2)**	**11%**
34. Festersen Park	2011	23. Vernon Street Town Square	2013
35. Fratis Park	2011	24. Sierra Crossing Park	2019
36. Harrigan Greens	2011		
37. Nichols Park	2011		
38. Heredia Park	2012		
39. Crabb Park	2013		
40. Duran Park	2014		
41. Mahan Park	2014		
42. Rickey Park	2014		
43. Fiddyment Park	2017		
44. Waltrip Park	2017		
45. Kennedy Park	2018		
46. Stizzo Park	2018		
47. Astill Family Park	2019		
48. Bos Park	2019		
49. Luken Park At The Village Center	2019		
2020-2026 (9)	**43%**	**2020-2026 (12)**	**57%**
50. Phillips Park	2020	25. Pistachio Park	2020
51. Roccucci Park	2020	26. Four Corners Park	2022
52. Gray Park	2021	27. North Hayden Park	2022
53. Sullivan Park	2021	28. Apollo Dog Park	2023
54. Sakamoto Park	2022	29. Campus Oaks Park	2024
55. Huisking Park	2023	30. Gibson Park	2024
56. Denio Family Park	2025	31. Solaire Park	2024
57. John Byouk Park	2025	32. Crimson Ridge Park	2025
58. Rockholm Park	2026	33. Placer Valley Soccer Complex	2025
		34. Riego Creek Park	2025
		35. Lower Bank Park	2026
		36. Silver Spruce Park	2026

City of Roseville – Parks, Recreation & Libraries
Department Policies & Procedures

APPROVED:

Jill Geller, Director

Number: 9.1.1

Effective Date: 06/16/2021

Last Reviewed Date: 11/19/2025

Subject: Park Naming

Purpose

The City of Roseville Parks, Recreation & Libraries (PRL) has established a policy that provides a process and parameters for the solicitation of names and the approval of recommended name suggestions for parks and PRL facilities. This process was approved by City Council on 06/16/2021.

Policy

It is the policy of PRL to annually, as applicable, seek name suggestions from the community for new parks and PRL facilities.

Definition

"PRL facilities" are defined as recreation facilities, rooms within PRL buildings, and amenities within parks including, but not limited to, sports fields, groves of trees, walkways and trails.

There is a separate naming process for City buildings and other City facilities.

Process

In July of each year, notification is made to the public and interested individuals that name suggestions are being sought for new parks and facilities that will be under construction during that fiscal year period (July 1 to June 30). This suggestion period is open for the month of July. Names should be submitted to the City Clerk and forwarded to the Park Planning and Development Manager.

At the conclusion of the suggestion period, the names received will be considered as follows:

1) The Park Naming Subcommittee shall review the list and make recommendations for park and/or facility names, using the criteria outlined below, to the Parks & Recreation Commission. The Park Naming Subcommittee shall consist of the following staff:
    a. PRL Director
    b. Park Planning and Development Manager
    c. Sr. Park Development Project Manager or Park Development Project Manager (one representative serving a two-year term, to be rotated)
    d. PRL Superintendent from the Parks Division (one representative serving a two-year term, to be rotated among PRL Superintendents from the Parks Division)

e. PRL staff member chosen “at-large”, who shall serve a two-year term
f. Staff member from the Development Services Department (one representative serving a two-year term, to be rotated among Development Services staff)

Two-year terms shall be staggered to provide continuity in the rotational representation.

2) Names received shall be considered “active” for both the current and following fiscal years, and will be considered for those parks and facilities scheduled for construction during those same fiscal years.
3) A name suggestion cannot be submitted for more than three consecutive years.
4) The Park Naming Subcommittee maintains the right to select a name not included on the “active” list, due to special circumstances such as historical significance, the passing of an active contributor(s) to the community, or other considerations.

Criteria for Naming a Park Facility

The act of naming is significant and meaningful. A name can invoke powerful emotions, create images and help to recall history. The naming of a park or facility is intended to be a permanent act, and therefore should be approached in a thoughtful manner. The name of a park or facility may take into consideration the past, present and future history of the land, its use, and our relationship to it. The following criteria and factors shall be considered when naming or renaming a park or facility:

- Recognition of nearby prominent geographical locations (e.g., street names, subdivision names, or adjacent school names)
- Recognition of significant natural and geological features of the area
- Recognition of outstanding features of the park or facility
- Recognition of historical or cultural significance in the area
- Recognition of significant individuals within the community, as follows:
    - The person contributed a significant amount of land or funding for the park or facility (typically amounting to 50% or more of development costs).
    - The person has made significant volunteer contributions to the Roseville community and its residents’ quality of life.
    - The person is deceased and is being recognized for substantial volunteer contributions to the quality of life in Roseville.
    - The person died in the line of duty as part of City service.

Naming of new parks or facilities should also consider:

- Including “Roseville” for regional or citywide parks and facilities
- Avoiding duplication of names in order to ease confusion of sites and locations for the general public

The Subcommittee reserves the right to consider exceptions due to extraordinary circumstances, which inspire vision and civic engagement. Exceptions can be made when the actions or contributions of an individual not normally meeting the established criteria are so significant and profound that this person deserves consideration.

It is noted that the City of Roseville is grateful for the sacrifices of our fallen soldiers and veterans who served our country. With limited parks and facilities available, it is difficult to place a higher value or honor of one life over another. Therefore, honoring our fallen soldiers and veterans shall be directed to existing veteran-related programs within the City.

Re-naming of an existing park or facility, due to costs, potential loss of neighborhood identity and other considerations, shall be discouraged. The City Council reserves the right to add to the name of an existing park not named after a person or family, due to special circumstances. In such cases, the original park name shall not be replaced. Under these special circumstances, community contributions towards the offset of costs incurred to change signage shall be considered in the approval process.

Name Selection Process

1) The Subcommittee shall review all names and recommend up to three names for each new park or facility to the Parks & Recreation Commission.
2) The recommended names, along with the full list of submissions (including the "active" names from the previous year), shall be reviewed by the Parks and Recreation Commission for consideration at a formal meeting. The Parks and Recreation Commission shall recommend up to three names for each new park or facility to the City Council.
3) The recommended names, along with the full list of submissions (including the "active" names from the previous year), shall be reviewed by the City Council for approval at a formal meeting.
4) Family members of any potential namesakes shall be contacted by PRL staff prior to final approval by City Council, to ensure their support of the recommendation.
5) The Annual Park Naming Process shall conclude upon City Council's final approval of the park or facility name.