



AGENDA

May 17, 2023

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

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

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

1. CALL TO ORDER

- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. MEETING PROCEDURES**
- 5. PRESENTATIONS**

5.1. Proclamation - National Police Week

Proclaim May 14-20, 2023, as National Police Week and publicly salute the service of Roseville law enforcement officers and officers in communities across the nation.

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

5.2. Proclamation - Craft Beer Week

Proclaim May 15-21, 2023 as Craft Beer Week and celebrate the success of our growing craft brewery scene.

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

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Minutes

7.1. Minutes of Prior Meeting

Memo from City Clerk Technician Katrina Six and City Clerk Carmen Avalos recommending the City Council approve the minutes of the May 3, 2023 City Council meeting.

CC #: 2731

File #: 0102-03

CONTACT: Katrina Six 916-774-5268 kmsix@roseville.ca.us

Bids / Purchases / Services

7.2. Printing and Mailing Activity Guides - Purchase Order Increase

Memo from Management Analyst Rendi Hodge and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-195 APPROVING AN INCREASE TO THE PURCHASE ORDER FOR PRINTING AND MAILING OF PARKS, RECREATION & LIBRARIES ACTIVITY GUIDES. Staff requests Council authorize an increase to the purchase order amount with Pride Industries for the printing and mailing of the Parks, Recreation & Libraries activity guides. Staff additionally requests approval for four (4) optional one (1) year renewals of the purchase order without further council approval, provided that a new sole source form is approved each year, until such a time that the vendor can no longer provide the service, or until Parks, Recreation & Libraries staff determines that continuing with the same vendor is not in the City's best interest. The Parks, Recreation & Libraries Department contracts with Pride Industries to coordinate,

print and mail three seasonal activity guides per year. Costs to print and mail guides and the cost of paper have significantly increased and staff are requesting a purchase order increase to account for price increases in FY2022-23 as well as future fiscal years. The total estimated cost of the services for FY2022-23 will not exceed \$151,000. In FY2023-24, the estimated costs of services will increase by approximately 20% for a not-to-exceed amount of \$181,200. The estimated FY2024-25 not-to-exceed amount will be \$199,320, the estimated FY2025-26 not-to-exceed amount will be \$219,252, and the estimated FY2026-27 not-to-exceed amount will be \$241,177. Funding is included in the Parks, Recreation & Libraries Department's FY2022-23 budget for the printing and mailing of the activity guides, and will be included in the City's proposed budgets in future fiscal years.

CC #: 2724

File #: 0203-10

CONTACT: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

7.3. Golf Maintenance Services - Agreement Amendment

Memo from Parks, Recreation & Libraries Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-169 APPROVING A FIFTH AMENDMENT TO GOLF MAINTENANCES SERVICES 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. Staff requests Council approve the fifth amendment to the Golf Maintenance Services Agreement with Brightview Golf Maintenance, Inc. The agreement allows for annual pricing adjustments limited to 5% in any one year based on reported increases to the Employment Cost Index and the Consumer Price Index. The City and Brightview Golf Maintenance, Inc. have agreed to adjust pricing by 5% retroactive to January 1, 2023. This annual adjustment will increase expenses by \$38,360 for the remainder of this fiscal year for a total of \$1,611,105.30. It is anticipated that revenues generated through golf course fees will cover the additional maintenance expense and will not directly impact the General Fund.

CC #: 2700

File #: 0702

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

7.4. Dispatch Console Support - System Sales Contract Amendment

Memo from Information Technology Program Manager Karl Grover and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 23-178 APPROVING A FIRST AMENDMENT TO SYSTEM SALES CONTRACT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ZETRON, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests that the City Council adopt a resolution to approve Amendment Number 1 to the System Sales Contract with Zetron, Inc., for dispatch console support and maintenance, and authorize the City Manager to execute it. The renewal is for support and maintenance of the Zetron System

Sales Contract for Police, Fire and Electric dispatch consoles. The original five-year contract will expire in August 2023 and the City needs to renew another five-year contract in order to maintain Dispatch center operations. The total cost of the five-year contract is \$297,222 and will be funded by the Information Technology Operations Fund.
CC #: 2714

File #: 0800-05

CONTACT: Karl Grover 916-774-5145 kgrover@roseville.ca.us

7.5. Mike Shellito Indoor Pool Replastering Project – Award of Contract and Budget Adjustment

Memo from Park Development Project Manager Joel De Jong and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-171 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DAVE GROSS ENTERPRISES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6650 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council award an agreement in the amount of \$382,600 to Dave Gross Enterprises, Inc. DBA Adams Pool Specialties for the removal and replacement of the plaster, tiles, coping, underwater lights and drain grates for both pools at the Mike Shellito Indoor Pool facility. Staff also requests authorization to approve change order requests in an amount not to exceed 10% of the contracted amount. Staff also requests approval of a budget adjustment to redirect \$160,000 from unspent funds from two recently completed Parks, Recreation and Libraries Department (PRL) capital projects and a reduction in the available funds in the PRL Capital Projects Fund. Initial funding for the project was provided through General Fund year-end surplus funds from the FY2020-21 budget. The budget adjustment will fully fund the project. Ongoing maintenance costs are funded through the PRL operating budget in the General Fund. There will be no additional maintenance cost as a result of this project.

CC #: 2702

File #: 0900-07 & 0201-01

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

7.6. Electric Generation Vapor Compressor – Purchase Order Amendment

Memo from Power Generation Superintendent Matthew Garner and Electric Utility Director Dan Beans recommending the City Council approve an amendment to Purchase Order #9014382 with American Compressor Company to increase the not-to-exceed spending total from \$205,061.18 to \$210,964.98 to include shipping costs. Funding is included in the Electric Department's FY2022-23 budget in the Electric Fund.

CC #: 2699

File #: 0203-07

CONTACT: Matt Garner 916-746-1691 mgarner@roseville.ca.us

7.7. Electric Generation Specialty Chemicals – Purchase Order Amendment

Memo from Power Generation Superintendent Matthew Garner and Electric Utility Director Dan Beans recommending the City Council approve an amendment to Purchase Order #9012905 with Solenis LLC. to retroactively increase the not-to-exceed spending total from \$67,263.81 to \$200,000. Funding is available in the Electric Department's FY2022-23 budget in the Electric Fund.

CC #: 2698

File #: 0203-07

CONTACT: Matt Garner 916-746-1691 mgarner@roseville.ca.us

7.8. Calsense Irrigation Controllers (RFQ 10-3342) - Purchase Order

Memo from Buyer Sue Jessup and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council approve a purchase order to Heritage Landscape Supply Group, Inc. dba Normac as the lowest responsive and responsible bid received for Calsense irrigation controllers in response to Request for Quotes (RFQ) 10-3342. The new controllers are being purchased for parks in community facilities districts (CFDs). The controllers are used by City Park Maintenance staff to control the timing and frequency, and to monitor flow rates, of irrigation in parks and landscape areas throughout the City. New controllers will be used to replace older controllers that have outdated software and functionality. Items on the RFQ were estimated quantities to be ordered on an as-needed basis. The total not-to-exceed amount for FY2022-23 is \$180,000. Funding is included in the FY2022-23 budget for the CFDs. There is no fiscal impact on the City's General Fund.

CC #: 2707

File #: 0203-10

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

7.9. Pleasant Grove Pump Station Variable Frequency Drive Upgrade and Valve Automation – Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Senior Engineer Jason Marks and Environmental Utility Director Richard Plecker recommending the City Council approve plans and specifications and authorization to advertise for bids for a project to make modifications to the Pleasant Grove Pump Station. The cost of construction is estimated at \$611,000. Funding is provided by the Water Rehabilitation Fund.

CC #: 2708

File #: 0900-02

CONTACT: Jason Marks 916-774-5508 jtmarks@roseville.ca.us

7.10. Heating, Ventilation and Air Conditioning Maintenance and Repair Services - Contract Purchase Agreements

Memo from Administrative Technician Darci Carpenter and Public Works Director Jason Shykowski recommending the City Council adopt

RESOLUTION NO. 23-192 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ACCO ENGINEERED SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-193 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MESA ENERGY SYSTEMS, INC., DBA EMCOR SERVICES MESA ENERGY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO 23-194 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND LAWSON MECHANICAL CONTRACTORS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a contract purchase agreements with the three (3) vendors, ACCO Engineered Systems, Inc., Mesa Energy Systems, Inc. dba Emcor Services Mesa Energy, and Lawson Mechanical Contractors, LLC, for Heating, Ventilation and Air Conditioning maintenance, repairs, equipment replacement, and filter change-out services at various City locations. The contracts will total \$1,200,000 (\$400,000 each) for the first year of a multi-year agreement. Funding is included in the proposed FY2023-24 budget for Building Maintenance, Electric Power Plant, Adventure Clubs, Golf Course, Pleasant Grove Wastewater Treatment Plant, and Dry Creek Wastewater Treatment Plant.

CC #: 2723

File #: 0203-07

CONTACT: Darci Carpenter 916-774-5702 drcarpenter@roseville.ca.us

Resolutions

7.11. Audrey Huisking (W-50D) Park Project - Notice of Completion

Memo from Park Development Project Manager Heather Buck and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-168 ACCEPTING THE PUBLIC WORK KNOWN AS THE AUDREY HUISKING 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. Staff has made final inspection of the Audrey Huisking Park Project and has found that all contract work has been completed in accordance with the improvement plans and specifications. The project is now ready for acceptance. Audrey Huisking Park, formerly W-50D, is a 1.2-acre neighborhood park site located at Garland Way and Meeker Way in the West Roseville Specific Plan. The project included a children's play area, zip line, pedestrian pathways, shaded picnic tables, benches, open turf areas, landscaping and irrigation. In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion. The project was funded with development fees collected in the West Roseville Neighborhood Park Fund. Maintenance of the park will be funded from the Westpark Community Facilities District No. 2 (Public Services).

CC #: 2697

File #: 0704-01

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

7.12. Special Inspection and Materials Testing Services – On-Call Professional Services Agreement Amendment

Memo from Park Development Project Manager Heather Buck and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-172 APPROVING A FIRST AMENDMENT TO ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ENGEO, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the first amendment to professional services agreement for On-Call Special Inspection and Materials Testing Services with ENGEO, Inc. Additionally, staff requests authorization for two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City. The Parks, Recreation & Libraries Department is projecting a number of capital improvement projects, including new and major rehabilitation projects over the next three to five years, including, but not limited to, the Roseville Soccer Complex. This Amendment is the first of three optional one-year extensions. Funding for services shall be provided through capital improvement project budgets, approved professional services budgets, or developer reimbursements. Project-specific quotes will be obtained prior to the start of any work. This amendment and the remaining optional extensions shall not exceed \$400,000 per year, for a total contract amount not-to-exceed \$1,300,000.

CC #: 2705

File #: 0704

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

7.13. Placer County Water Agency - Water Supplies and Exchanges Proposed Amendments

Memo from Assistant Environmental Utilities Director Sean Bigley and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION 23-177 APPROVING AMENDMENT NO. 1 TO THE CONTRACT BETWEEN THE PLACER COUNTY WATER AGENCY AND THE CITY OF ROSEVILLE RELATING TO WATER SUPPLIES AND EXCHANGES, BY AND BETWEEN PLACER COUNTY WATER AGENCY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the proposed amendments to the contract between the Placer County Water Agency and the City relating to water supplies and exchanges. The contract amendments would have no fiscal impact on the City's General Fund.

CC #: 2713

File #: 0800-02

CONTACT: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

7.14. Firm and Non-Firm Point-to-Point Transmission, and for Resale, Reassignment or Transfer of Point-To-Point Transmission -Transmission Service Agreements

Memo from Electric Risk and Compliance Supervisor Petra Wallace and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-175 APPROVING SERVICE AGREEMENTS, BY AND BETWEEN PUGET SOUND ENERGY, INC. AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the Transmission Service Agreements with Puget Sound Energy Inc. to maintain the City's power transmission capacity. These agreements will continue to allow the City to purchase physical capacity for the transmission of electric power. There is no fiscal impact associated with the execution of the Transmission Service Agreements as they are enabling agreements.

CC #: 2711

File #: 0800-03

CONTACT: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

7.15. Industrial Substation Switchgear #1 Civil Construction - Notice of Completion

Memo from Power Engineer Austin Kurth and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-170 ACCEPTING THE PUBLIC WORK KNOWN AS THE INDUSTRIAL SUBSTATION SWITCHGEAR #1 REPLACEMENT CIVIL CONSTRUCTION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ELECTRIC UTILITY DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. The total amount of the contract with Interstate Construction, Inc. was \$197,102 and was funded in the Electric Fund FY2022-23 budget.

CC #: 2701

File #: 0900-03

CONTACT: Austin Kurth 916-774-5661 akurth@roseville.ca.us

7.16. Roseville Parkway Extension Project - Agreement for Sale of Real Property

Memo from Associate Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-189 APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND 8845 WASHINGTON INDUSTRIAL OWNER, LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an agreement for Sale of Real Property for the purchase of property for the Roseville Parkway Extension project with 8845 Washington Industrial Owner, LP in the amount of \$142,000. The project will construct a new four-lane roadway and bridge connecting Roseville Parkway between Foothills Boulevard and Washington Boulevard. Construction of the Roseville Parkway

Extension project is anticipated to begin in late 2023. No General Fund resources will be used to complete the project.

CC #: 2719

File #: 0900-04-02 & 1002

CONTACT: Jesse Khatkar 916-774-5434 jskhatkar@roseville.ca.us

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

7.17. Zero Emission Bus Depot Project - Budget Adjustment

Memo from Transportation Grants Analyst Cameron Schreiter and Public Works Director Jason Shykowski recommending the City Council adopt ORDINANCE NO. 6653 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment in the amount of \$31,566 to go towards the construction of the Zero Emission Bus Depot (ZEB) project. Interest has been earned on the deferred Low Carbon Transit Operations Program grant. This budget adjustment will increase the overall ZEB Depot project budget by \$31,566 from \$4,906,000 to \$4,937,566. This budget adjustment will have no impact on the General Fund.

CC #: 2706

File #: 0900-04 & 0201-01

CONTACT: Cameron Schreiter 916-746-1302 ctschreiter@roseville.ca.us

7.18. International Brotherhood of Electrical Workers, Local 1245 - Implementation of Labor Market Salary Adjustments

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6652 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE 6630, THE SALARY ORDINANCE FOR PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245, AS AMENDED BY APPENDIX "D" TO BE EFFECTIVE MAY 6, 2023, AS AN URGENCY MEASURE. Staff requests Council approve the International Brotherhood of Electrical Workers, Local 1245, A & B salary schedules (Appendix D) reflecting labor market adjustments or a minimum of a 2% general wage increase effective May 6, 2023. The City engaged a consulting firm to conduct a total compensation study of International Brotherhood of Electrical Workers, Local 1245 (IBEW), benchmark classifications in the Electric, Environmental Utilities and Public Works departments in accordance with the provisions in the current IBEW Memorandum of Understanding. An average 3.51 percent salary increase across the positions result in an estimated cost to the Electric, Water Operations and Wastewater Operations enterprise funds for the recommended labor market adjustments of \$129,668 for the remainder of this fiscal year and \$778,006 annually ongoing. There is no fiscal impact on the General Fund.

CC #: 2704

File #: 0600-01

CONTACT: Linda Hampton 916-774-5215 lhampton@roseville.ca

7.19. Park Maintenance Work, Structural Repairs and Landscape Renovations - Budget Adjustment

Memo from Parks Superintendent Eric Dexter and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt ORDINANCE NO. 6651 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment in the amount of \$315,000 for repair and replacement fences in the Northwest area, complete landscape renovation work, repair a monument due to accident damage, and add/update additional park amenity repairs in two Lighting & Landscape Districts (LLDs) and three Community Facilities Districts (CFDs). This work will be funded with available fund balances in the respective LLDs and CFDs funds. There is no impact to the General Fund.

CC #: 2703

File #: 0704 & 0201-01

CONTACT: Eric Dexter 916-746-1769 edexter@roseville.ca.us

Ordinances (for second reading and adoption)

7.20. Second Reading - Purchase of Motor Vehicles Ordinance

ORDINANCE NO. 6658 OF THE COUNCIL OF THE CITY OF ROSEVILLE GRANTING THE PURCHASING OFFICER AUTHORITY TO MAKE PURCHASES OF MOTOR VEHICLES EQUAL TO OR GREATER THAN THE BID AMOUNT ESTABLISHED IN THE CITY CHARTER FOR A PERIOD OF TWO YEARS AND DECLARING THIS ORDINANCE TO BE EFFECTIVE JUNE 16, 2023, for second reading and adoption.

CC #: 2726

File #: 0800-04

CONTACT: Brandy LeBeau 916-774-5531 blebeau@roseville.ca.us

7.21. Second Reading - Water, Wastewater, and Waste Services - Proposed Utility Rate Adjustments and Municipal Code Revisions for Fiscal Year 2023-24 and Fiscal Year 2024-25

ORDINANCE NO. 6659 AMENDING SECTIONS 9.12.030, 9.12.070, AND 9.12.090 OF CHAPTER 9.12, AND AMENDING SECTION 9.17.040 OF CHAPTER 9.17 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WASTE COLLECTION AND REFUSE HAULING AND RECYCLING; and adopt ORDINANCE NO. 6660 ROSEVILLE AMENDING SECTIONS 14.08.090 AND 14.08.100 OF CHAPTER 14.08, AMENDING SECTION 14.16.200 OF CHAPTER 14.16, AND AMENDING SECTION 14.17.080 OF CHAPTER 14.17, OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC UTILITIES, for second reading and adoption.

CC #: 2727

File #: 0800-02

CONTACT: Devin Whittington 916-774-5783 dwhittington@roseville.ca.us

7.22. Second Reading - Zoning and Sign Ordinance Update

ORDINANCE NO. 6661 AMENDING SECTION 17.04.090 OF CHAPTER 17.04, AND AMENDING SECTION 17.08.510 OF CHAPTER 17.08 OF TITLE 17 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SIGNS; and adopt ORDINANCE NO. 6662 AMENDING SECTIONS 19.08.080 AND 19.08.090 OF CHAPTER 19.08, AMENDING SECTION 19.12.020 OF CHAPTER 19.12, AMENDING SECTION 19.26.030 OF CHAPTER 19.26, AMENDING SECTIONS 19.28.020 AND 19.28.040 OF CHAPTER 19.28, AMENDING SECTIONS 19.60.030, 19.60.060, 19.60.070 AND 19.60.120 OF CHAPTER 19.60, AMENDING SECTION 19.74.010 OF CHAPTER 19.74, AND AMENDING SECTIONS 19.82.010 AND 19.82.040 OF CHAPTER 19.82 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ZONING, for second reading and adoption.

CC #: 2728

File #: 0400-02 & 0321

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

Ceremonial Documents

7.23. Proclamation - National Public Works Week

Proclaim May 21-27, 2023 as National Public Works Week and urge citizens and civic organizations to acquaint themselves with issues involved in providing public works and recognize the contributions public works staff make toward health, safety, comfort, and quality of life.

CC #: 2718

File #: 0102-06

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

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Opposition to State Ballot Initiative 21-0042A1 - Measure Restricting Voters' Input and Local Taxing Authority

Memo from Government Relations Administrator Mark Wolinski and Deputy City Manager Megan Scheid recommending the City Council adopt RESOLUTION NO. 23-166 OPPOSING STATE BALLOT INITIATIVE 21-0042A1. Recently, the California Business Roundtable's anti-local control measure qualified for the November 2024 ballot. The measure includes provisions that would make it more difficult for local voters to pass measures needed to fund local services and projects and would limit voter input by prohibiting local advisory measures where voters can express a preference on how they want their local tax dollars spent. Voters also may not amend a city

charter to impose, extend, or increase a tax or fee. The costs of these activities are contained within the City's current budget.

CC #: 2693

File #: 0114

CONTACT: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

8.2. Longmeadow Parkside Community Facilities District No. 1 Bond Refunding

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-179 A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE LONGMEADOW PARKSIDE COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS PURSUANT TO BOND PURCHASE AGREEMENT, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. Staff requests Council adopt the Resolution Authorizing the Issuance of Special Tax Refunding Bonds for and on behalf of the City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities), Approving and Directing the Execution of a Fiscal Agent Agreement, Approving the Form of the Preliminary Official Statement, Approving Sale of Such Bonds Pursuant to Bond Purchase Agreement, and Approving the Other Related Documents and Actions. Longmeadow Parkside Community Facilities District (CFD) No. 1 was formed on October 19, 2005 by the adoption of Resolution 05-536. Bonds were issued for the district in 2005 and were refunded in 2013. The proposed Series 2023 Bonds will refund the 2013 series of bonds to achieve a present value savings of approximately 5% consistent with the City's Debt Management Policy. The refunding will provide new money for additional authorized improvements and will not increase the term of the outstanding bonds. There will be no fiscal impact to the General Fund as all bond issuance costs will be paid from bond proceeds. The CFD will continue to generate special taxes that will be paid by the property owners sufficient to pay the costs of debt service and CFD administration.

CC #: 2715

File #: 0206-03-01

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

8.3. Financial Policies for Fiscal Year 2023-24

Memo from Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-176 ADOPTING THE CITY OF ROSEVILLE FINANCIAL POLICIES, EFFECTIVE JULY 1, 2023. Staff requests Council approve a comprehensive set of financial policies that include the City's updated Investment Policy, Debt Management Policy, Swap Policy, Budget Development Policy, General Fund Reserves Policy, updated Development Services Stabilization Reserve Policy, Federal Stimulus Reserve Fund Policy, Internal Service Funds - Operating and

Replacement Reserves Policy, Capital Improvement Program Rehabilitation Funding Policy, Pension Funding Policy, Other Post-Employment Benefits Funding Policy, Workers' Compensation and General Liability Funding Policy, Interfund Loans Policy, Requests for Proposals Policy, and new policies addressing Internal Control and Procurement Code of Ethics. Staff also recommends incorporating the Roseville Electric Utility and Environmental Utilities financial policies into this City Council-adopted financial policies document. The recommended update to the Investment Policy incorporates a provision of Senate Bill 1489, the Local Government Omnibus Act, which clarifies how a public agency investment's term or remaining maturity is to be measured. The recommended update to the Development Services Stabilization Reserve Fund Policy improves clarity about the calculation of the reserve and adds a requirement for City Council approval of any appropriations from the reserve. The recommended Internal Control Policy documents the internal control framework adopted by the City and formalizes certain policies and procedures to further the goal of fiscal responsibility through effective and comprehensive internal controls. The recommended Procurement Code of Ethics Policy will establish a well-defined code of ethics for City employees, including public procurement professionals, who interact with the public and represent the City in any way in relation to all procurement activities and to ensure integrity in the procurement and contracting process. Approval of the financial policies has no fiscal impact. However, implementation of the policies is expected to improve the fiscal position and financial health of the City. The Fiscal Year 2023-24 Proposed Budget is being developed based on these recommended financial policies.

CC #: 2712

File #: 0202-01

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

8.4. HOUSING SUCCESSOR AGENCY/CITY COUNCIL - 2023-24 Homeless Prevention and Rapid Rehousing Funding Recommendations

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-167 APPROVING FUNDING RECOMMENDATIONS AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE GRANT AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of funding recommendations for the 2023-24 Homeless Prevention and Rapid Rehousing Program. The recommendations do not result in any cost to the General Fund.

CC #: 2694

File #: 0709-01

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

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

8.5. Reservation of Affordable Housing Funds for Development of Affordable Housing Projects

Memo from Housing Manager Trisha Isom and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-196 APPROVING THE AMENDED RESERVATION

OF \$6,000,000 IN AFFORDABLE HOUSING FUNDS FOR DEVELOPMENT OF AFFORDABLE HOUSING PROJECTS, AND RESERVING \$1,500,000 IN AFFORDABLE HOUSING FUNDS FOR DEVELOPMENT OF AFFORDABLE HOUSING PROJECTS. Staff requests Council approval to reserve a total of \$7,500,000 in affordable housing funds to support two affordable housing projects on the City's Affordable Housing Pipeline report. The increased reservation will assist with required gap funding to develop 98 affordable units. The City's Local Housing Trust Fund receives funding from developer in-lieu fees, payoffs from resales and payoffs from developer subsidy loans. The Housing Division has funding available in the Local Housing Trust Fund (LHTF), which will be used to match state-awarded LHTFs. No General Fund resources will be used.

CC #: 2725

File #: 0709-03-02

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

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Council Discretionary Funds - Sober Grad Night

Memo from City Clerk Technician Melissa Lipp and City Clerk Carmen Avalos with a request for Council discretionary funds from Oakmont High School, Roseville High School, West Park High School and Woodcreek High School for Safe and Sober Grad Night sponsorship in the amount of \$500.00 each.

CC #: 2720

File #: 0102

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

9.2. Fiscal Year 2023-24 Grants Advisory Commission Funding Recommendations

Memo from Management Analyst Tobi Thomas and Assistant City Manager Dion Louthan recommending the City Council receive a presentation on the Grants Advisory Commission funding recommendations for the FY2023-24 Citizens Benefit Fund, American Rescue Plan Act and Roseville Employees Annual Charitable Hearts Fund applications. The combined grant awards, totaling \$604,766, have been included in the proposed FY2023-24 budget. There is no General Fund impact for this item.

CC #: 2717

File #: 0103-34-02

CONTACT: Tobi Thomas 916-746-1368 tthomas@roseville.ca.us
Trisha Isom 916-746-1239 tisom@roseville.ca.us

9.3. Roseville Electric Department - Budget Update

Memo from Interim Electric Utility Finance Administrator Joanna Cucchi and Electric Utility Director Dan Beans recommending the City Council receive an update from the Roseville Electric Department on their proposed budget. This informational presentation has no fiscal impact.

CC #: 2696

File #: 0800-03

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

9.4. Environmental Utilities Department - Budget Update

Memo from Environmental Utilities Assistant Director Devin Whittington and Environmental Utilities Director Richard Plecker recommending the City Council receive a budget update from the Environmental Utilities Department. There is no fiscal impact associated with this report.

CC #: 2695

File #: 0800-02

CONTACT: Devin Whittington 916-774-5543 dwhittington@roseville.ca.us

10. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

10.1. Formation of Amoruso Ranch Community Facilities District No. 1 (Public Facilities), Amoruso Ranch Community Facilities District No. 2 (Public Services), and Annexation of Territory and Authorize Special Taxes in City of Roseville Community Facilities District No. 3 (Municipal Services), Annexation No. 28, Amoruso Ranch

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief /Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-180 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE IMPROVEMENT AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT; and adopt RESOLUTION NO. 23-

181 DETERMINING NECESSITY TO INCUR BONDED INDEBTEDNESS
OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE FOR THE CITY
OF ROSEVILLE AMORUSO RANCH COMMUNITY FACILITIES
DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt RESOLUTION NO. 23-
182 CALLING SPECIAL ELECTION OF THE CITY COUNCIL OF THE
CITY OF ROSEVILLE REGARDING THE CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES); and adopt RESOLUTION NO. 23-
183 DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING
RECORDING OF NOTICE OF SPECIAL TAX LIEN REGARDING CITY
OF ROSEVILLE AMORUSO RANCH COMMUNITY FACILITIES
DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt ORDINANCE NO.
6655 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ROSEVILLE LEVYING SPECIAL TAXES WITHIN CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES); and adopt RESOLUTION NO. 23-184 A
RESOLUTION OF FORMATION OF COMMUNITY FACILITIES
DISTRICT City of Roseville Amoruso Ranch Community Facilities District No.
2 (Public Services); and adopt RESOLUTION NO. 23-185 A RESOLUTION
CALLING SPECIAL LANDOWNER ELECTION FOR COMMUNITY
FACILITIES DISTRICT City of Roseville Amoruso Ranch Community
Facilities District No. 2 (Public Services); and adopt RESOLUTION NO. 23-
186 DECLARING RESULTS OF SPECIAL LANDOWNER ELECTION
AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX
LIEN City of Roseville Amoruso Ranch Community Facilities District No.
2 (Public Services); and adopt ORDINANCE NO. 6656 ORDINANCE OF
THE COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAX
WITHIN AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO.
2 (PUBLIC SERVICES); and adopt RESOLUTION NO. 23-187 A
RESOLUTION OF ANNEXATION OF TERRITORY TO COMMUNITY
FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX
AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS CITY OF
ROSEVILLE Community Facilities District No. 3 (Municipal
Services) Annexation No. 28 (Amoruso Ranch); and adopt RESOLUTION NO.
23-188 DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION,
DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND
DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX
LIEN CITY OF ROSEVILLE Community Facilities District No. 3 (Municipal
Services) Annexation No. 28 (Amoruso Ranch). Brookfield Properties,
the landowner proposed to be included in the public infrastructure district, has
requested the City form a Community Facilities District (CFD) under the Mello-Roos
Community Facilities Act of 1982, as amended. Chapter 2.5 of Part 1 of Division 2 of
Title 5, commencing with Section 53311, of the California Government Code, to
provide funding for certain authorized public facilities within the property, as detailed
in the List of Authorized Facilities and Services (for Amoruso Ranch CFD No. 1,
Public Facilities). The landowner is obligated per the Development Agreement to
also form a Public Services CFD and annex into CFD No. 3, Municipal Services,
prior to the issuance of the first residential building permit. Amoruso Ranch CFD
No. 2, Public Services, is being formed in order to fund the maintenance of
landscaping, open space and neighborhood parks. The CFDs will generate special
taxes that will be paid by the property owners sufficient to pay the costs for the debt

service, maintenance, CFD administration, and any authorized pay-as-you-go facilities. The formation, annexation, and administration of the CFDs will not impact the City's General Fund.

CC #: 2716

File #: 0400-04-15 & 0400-09-01

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

10.2. Roseville Parkway Extension Project - Resolution of Necessity

Memo from Assistant Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-191 FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION FOR PUBLIC PURPOSES BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY LOCATED AT 8580 INDUSTRIAL AVENUE, ROSEVILLE, CALIFORNIA (A PORTION OF APN 017-113-023). Staff requests Council consider adopting a Resolution of Necessity finding and determining that public interest, convenience, and necessity require the acquisition of real property located at 8580 Industrial Ave, Roseville, CA 95678 (A Portion of APN 017-113-023) for the Roseville Parkway Extension Project for public purposes by eminent domain. The project will construct a new four-lane roadway and bridge connecting Roseville Parkway between Foothills Boulevard and Washington Boulevard. Construction of the Roseville Parkway Extension project is anticipated to begin in late 2023 contingent on resolution of this outstanding Right of Way acquisition. The project is anticipated to cost approximately \$27.4 million and be entirely funded by the Traffic Mitigation Fund. Staff will return to City Council with a budget adjustment to fund construction once the bids are received and construction costs are determined. No General Fund resources will be used to complete the project.

CC #: 2722

File #: 0900-04-02 & 1002-03

CONTACT: Jesse Khatkar 916-774-5434 jskhatkar@roseville.ca.us

10.3. Costco Project - Economic Development Incentive Agreement & Budget Adjustment

Memo from Assistant City Manager Ryan DeVore recommending the City Council hold a public hearing on an economic development subsidy, adopt RESOLUTION NO. 23-190 APPROVING A CITY OF ROSEVILLE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND COSTCO WHOLESALE CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6557 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests that Council approve the economic incentive agreement with Costco as a catalyst to the development of the Baseline

Marketplace. The incentive is necessary to offset a high fee burden and cost of infrastructure required to support both Costco and the Baseline Marketplace regional retail center. The requested budget adjustment will allocate \$7.8 million from the Strategic Improvement Fund to fund a \$6 million economic incentive for Costco upon store opening, and a \$1.8 million backstop payment if Costco does not receive reimbursement from the City/County Fee and/or the Traffic Mitigation Fee Set-Aside Fund within seven years of store opening. The new sales and property tax generated due to the agreement are expected to exceed the initial City investment within two years, after which the General Fund would experience an ongoing positive fiscal impact.
CC #: 2721

File #: 0110 & 0201-01

CONTACT: Ryan DeVore 916-774-5362 rdevore@roseville.ca.us

11. ORDINANCES

11.1. Salary Schedule for City Council Appointed Positions and City Manager and City Attorney Employment and Personal Services Agreements

Memo from Human Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6654 AMENDING ORDINANCE NO. 6481 THE SALARY ORDINANCE FOR CITY COUNCIL APPOINTED POSITIONS, AS AMENDED BY APPENDIX "Q" TO BE EFFECTIVE MAY 20, 2023 AS AN URGENCY MEASURE; and adopt RESOLUTION NO. 23-173 APPROVING A FIRST AMENDMENT TO EMPLOYMENT AND PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MICHELLE SHEIDENBERGER, AND AUTHORIZING THE MAYOR TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-174 APPROVING AN EMPLOYMENT AND PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND DOMINICK CASEY, AND AUTHORIZING THE MAYOR TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests the Council approve the City Council Appointed Positions salary schedule reflecting a seven (7%) percent salary increase for the City Attorney and City Manager, effective May 20, 2023. In addition, staff recommends Council approve the First Amendment to Employment and Personal Services Agreement between the City and Michelle Sheidenberger to approve a two (2%) percent increase to the City contribution to deferred compensation and a new Employment and Personal services agreement with Dominick Casey to reflect a \$200/month increase to the auto allowance benefit and a two (2%) percent increase to deferred compensation. The City Attorney and City Manager operating budgets have sufficient funds available to cover the additional salary and benefits costs for the current fiscal year, and the ongoing annual costs of \$34,666 and \$42,569, respectively, will be incorporated in the proposed FY2023-24 City Attorney and City Manager budgets in the General Fund.

CC #: 2710

File #: 0600-01

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

12. COUNCIL REPORTS / PUBLIC COMMENTS

13. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 2729
File #: 0102-06

Title: Proclamation - National Police Week
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Proclaim May 14-20, 2023, as National Police Week and publicly salute the service of Roseville law enforcement officers and officers in communities across the nation.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - National Police Week

Proclamation

NATIONAL POLICE WEEK MAY 14-20, 2023

WHEREAS, in 1962, President Kennedy proclaimed May 15th as National Peace Officers Day, and the calendar week in which May 15th falls was established as National Police Week which pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, there are approximately 800,000 law enforcement officers serving in communities across the United States, including the 152 dedicated members of the Roseville Police Department; and

WHEREAS, since the first recorded death in 1786, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and have been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C. New names of our fallen officers are added each spring in conjunction with National Police Week; and

WHEREAS, on panel 34 West, Row 20 of the National Memorial is carved the name of Roseville Police Officer Mark White who died in the line of duty on February 10, 1995. This past week, members of the Roseville Police Department Honor Guard were present in Washington D.C. with Officer White's family remembering his service to our community.

NOW, THEREFORE, I, BRUCE HOUDSHELDT, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **MAY 14-20, 2023**, as **NATIONAL POLICE WEEK** and publicly salute the service of Roseville law enforcement officers and officers in communities across the nation.

SIGNED AND APPROVED this 17th day of May 2023.



BRUCE HOUDSHELDT, MAYOR



COUNCIL COMMUNICATION

CC #: 2730
File #: 0102-06

Title: Proclamation - Craft Beer Week
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 5.2.

RECOMMENDATION TO COUNCIL

Proclaim May 15-21, 2023 as Craft Beer Week and celebrate the success of our growing craft brewery scene.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - Craft Beer Week

Proclamation

CRAFT BEER WEEK MAY 15-21, 2023

WHEREAS, Craft Beer Week is a time to enjoy not only craft beer, but also the hospitality of Roseville's breweries, all while benefitting these small businesses; and

WHEREAS, Roseville recognizes the considerable contributions of Roseville brewers, distributors and retailers of craft beers and their continuous improvement of the craft beer culture and the community as a whole; and

WHEREAS, the craft breweries in Roseville contribute to the economic and cultural enhancement of the community through employment of local residents and support for local activities while also promoting Roseville through distribution of locally brewed beer; and

WHEREAS, The Monk's Cellar has produced many award-winning beers, most recently earning 4 medals at the 2022 California Commercial Craft Beer Competition, and placing 3rd for Brewery of the Year, in one of the largest competitions in California; and

WHEREAS, The Monk's Cellar strives to produce true-to-style, well-balanced beers. Their seven-barrel brew house is capable of producing 300 plus gallons each time they brew. With a total capacity of around 1500 barrels a year. That's the equivalent of 46,500 gallons or 372,000 pints.

NOW, THEREFORE, I, BRUCE HOUESHELDT, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **MAY 15-21, 2023** as **CRAFT BEER WEEK** and celebrate the success of our growing craft brewery scene.

SIGNED AND APPROVED this 17th day of May 2023.



BRUCE HOUESHELDT, MAYOR





COUNCIL COMMUNICATION

CC #: 2731
File #: 0102-03

Title: Minutes of Prior Meeting
Contact: Katrina Six 916-774-5268 kmsix@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Approve the minutes of the May 3, 2023 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

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Katrina Six, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

May 3, 2023



MINUTES

May 3, 2023

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

The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live on the City's website at roseville.ca.us/watch and roseville.ca.us/agenda, and the City's YouTube channel at youtube.com/CityofRosevilleCa.

If you need a disability-related modification or accommodation to participate in this meeting, please contact Voice: 916-774-5200, TDD: 916-774-5220. Requests must be made as early as possible.

1. CALL TO ORDER

Mayor Bruce Houdesheldt called the meeting to order at 6:02 p.m.

2. ROLL CALL

Present: Bernasconi, Alvord, Roccucci, Mendonsa, Houdesheldt

3. PLEDGE OF ALLEGIANCE

Rick Duffy led the Pledge of Allegiance.

4. MEETING PROCEDURES

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

5. PRESENTATIONS

5.1. Proclamation - Public Service Recognition Week

Proclaim May 7-13, 2023, as public service recognition week and encourage all citizens to recognize the accomplishments and contributions of government employees at all levels.

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

Mayor Bruce Houdesheldt presented the proclamation to Employee Recognition Committee Chair Katrina Six, who responded.

5.2. Proclamation - Small Business Month May 2023

Proclaim May 2023 as National Small Business Month and encourage support of this national effort so Roseville's small businesses can do what they do best – grow their businesses, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

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

Mayor Bruce Houdesheldt presented the proclamation to Roseville Area Chamber of Commerce Chief Executive Officer Rana Ghadban, who responded.

6. **PUBLIC COMMENTS**

Teresa Gemignani spoke on parking garage security.

William Patrick Yardley spoke on enforcement of homeless at Blue Ravine.

7. **CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

No public comment received.

Motion by Krista Bernasconi, seconded by Pauline Roccucci, to remove item 7.11 from the Consent Calendar for further discussion and approve the remaining items as recommended. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

Minutes

7.1. Minutes of Prior Meeting

Memo from City Clerk Technician Melissa Lipp and City Clerk Carmen Avalos recommending the City Council approve the minutes of the April 5, 2023 City Council meeting, April 19, 2023 City Council Closed Session, and April 19, 2023 City Council meeting.

CC #: 2691

File #: 0102-03

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

Bids / Purchases / Services

7.2. Ammunition - Sole Source Purchase Order

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council authorize a sole source purchase order to Miwall Corporation for the purchase of law enforcement duty ammunition. The Police Department has an ongoing requirement for ammunition for its various firearms used by police officers, animal control officers, and the regional SWAT team. Sufficient funds have been included for this purchase in the Police Department's FY2022-23 budget in the General Fund.

CC #: 2669

File #: 0203-12

CONTACT: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us
Scott Christian 916-774-5099 schristian@roseville.ca.us

7.3. Custodial Services - Contract Purchase Agreement

Memo from Administrative Technician Darci Carpenter and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-143 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UNITED BUILDING MAINTENANCE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002800). Staff requests Council approve a contract purchase agreement with United Building Maintenance, Inc., to provide custodial and floor care services, in accordance with Custodial Services Request For Proposals No. 01-059, at a number of City facilities. The total annual value of the initial agreement with United Building Maintenance, Inc., is \$918,615.39, not to exceed annual budgeted amounts. The bid allowed for four additional renewal years at one-year intervals. Staff requests authorization to utilize the optional renewal years of the bid contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest. Funding for this agreement is included in the Custodial Services Unit FY2022-23 budget in the Facilities Services Fund, and will be included in future year proposed budgets.

CC #: 2662

File #: 0203-13

CONTACT: Darci Carpenter 916-774-5702 drcarpenter@roseville.ca.us

7.4. Emergency Repairs - Contract Purchase Agreement Amendment and Budget Adjustment

Memo from Parks, Recreation & Libraries Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Jill Geller recommending the City

Council adopt RESOLUTION NO. 23-156 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ATI HOLDCO LLC DBA ATI RESTORATION LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6647 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. On February 2, 2023, a water line pipe/fitting at one of the sinks at the Coyote Ridge Adventure Club burst and leaked for over 12 hours causing significant water damage to the interior flooring, walls, cabinetry and siding. Staff requests approval of a budget adjustment from the Youth Development Fund to remove wet material, conduct required air quality testing to ensure safety, and repair damages. Additionally, the North facing section of the driving range barrier at Diamond Oaks Golf Course was damaged during the winter storms on December 31, 2022. The increase to the contract purchase agreement will be an additional \$170,000 for a new total of \$260,000. Staff also requests a budget adjustment from the Golf Course Fund to remove and replace the structure. The project was approved as part of the FEMA Non-Competitive Procurement Justification due to the 2023 Winter Storm Emergency Response. The recommended budget adjustments and contract amendment have no impact on the General Fund.

CC #: 6647

File #: 0704 & 0201-01

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

7.5. Fleet Truck and Equipment Purchase – Purchase Orders

Memo from Fleet Manager Brandy LeBeau and Public Works Director Jason Shykowski recommending the City Council approve a purchase order to Future Ford Inc. dba Future Ford Lincoln for one (1) Ford F550 truck with a dump body utilizing RFQ 10-3343 in the amount of \$81,735; and approve a sole source purchase order to Volvo Construction Equipment & Service for one (1) Avant 860GT compact loader with attachments and a Zieman trailer in the amount of \$159,259. The FY2022-23 Fleet Replacement budget includes funding for these truck and equipment purchases.

CC #: 2674

File #: 0203-01

CONTACT: Brandy LeBeau 916-774-5531 blebeau@roseville.ca.us

7.6. Electric Meter Locking Devices - Sole Source Purchase Order

Memo from Electric Operations Supervisor Jeff Beaubier and Electric Utility Director Dan Beans recommending the City Council approve a sole source purchase order with DeWalch Technologies, Inc. to provide meter locking devices, also known as meter rings, to safely and securely attach electric meters to panels. The estimated cost of this purchase is \$192,500. Funds are available in the FY2022-23 Electric Fund budget.

CC #: 2663

File #: 0800-03

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

7.7. Regional Pump Station 26 and Force Main Capacity Improvement Project - Reject All Bids, Approve Plans and Specifications, and Authorize Staff to Call for Bids

Memo from Associate Engineer Rana Moore and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-146 REJECTING ALL BIDS FOR THE REGIONAL PUMP STATION 26 AND FORCE MAIN CAPACITY IMPROVEMENT PROJECT (RFQ #08-109). Staff requests Council reject all bids, approve the revised Regional Pump Station 26 and Force Main Capacity Improvement project construction plans and specifications, and authorize staff to advertise the project and accept bids from prospective bidders. Funding is provided by the South Placer Wastewater Authority.

CC #: 2665

File #: 0900-02 & 0203-21

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

7.8. Ferric Chloride - Contract Purchase Agreement Amendment

Memo from Chief Plant Operator Jason Fick and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-151 APPROVING A CONTRACT PURCHASE AGREEMENT AMENDMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND KEMIRA WATER SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001884). Staff requests Council approve an amendment to a contract purchase agreement with Kemira Water Solutions, Inc. from the original amount of \$124,800.00 to \$153,800.00 for the purchase of ferric chloride for the Pleasant Grove Wastewater Treatment Plant. Funding for the additional \$29,000 will be provided from the Environmental Utilities Department's Wastewater Operations Fund budget.

CC #: 2672

File #: 0203-03

CONTACT: Jason Fick 916-746-1940 jfick@roseville.ca.us

7.9. Sodium Hydroxide - Contract Purchase Agreement Amendment

Memo from Chief Plant Operator Jason Fick and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-147 APPROVING A CONTRACT PURCHASE AGREEMENT AMENDMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UNIVAR SOLUTIONS USA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002064). Staff requests Council approve an amendment to a contract purchase agreement with Univar Solutions USA, Inc. in the amount of \$126,000 from the original price of \$1,011,000.00 to \$1,137,000.00 for the purchase of sodium hydroxide (caustic soda) for the Pleasant Grove Wastewater Treatment Plant. Funding will be provided from the approved Environmental Utilities Wastewater Operations Fund budget.

CC #: 2667

File #: 0203-03

CONTACT: Jason Fick 916-746-1940 jfick@roseville.ca.us

Resolutions

7.10.2023/2024 Landscaping and Lighting Districts Assessments - Initiate Proceedings, Intent to Levy, and Approval of Engineer's Reports

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-158 INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2023/2024, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 23-159 DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024; and adopt RESOLUTION NO. 23-160 FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT FOR THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024; and adopt RESOLUTION NO. 23-161 INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2023/2024, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 23-162 DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024; and adopt RESOLUTION NO. 23-163 FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT FOR THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024; and adopt RESOLUTION NO. 23-164 INITIATING PROCEEDINGS FOR THE ENGINEER'S LEVY OF ASSESSMENTS FOR THE JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 23-165 DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024; and adopt RESOLUTION NO. 23-166 FOR PRELIMINARY APPROVAL OF THE ANNUAL LEVY REPORT FOR THE JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024; and adopt RESOLUTION NO. 23-167 INITIATING PROCEEDINGS FOR THE ENGINEER'S LEVY OF ASSESSMENTS FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 23-168 DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE NORTH CENTRAL ROSEVILLE

SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024; and adopt RESOLUTION NO. 23-169 FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024; and adopt RESOLUTION NO. 23-170 INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 23-171 DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024; and adopt RESOLUTION NO. 23-172 FOR PRELIMINARY APPROVAL OF THE ENGINEER'S LEVY REPORT FOR THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024; and adopt RESOLUTION NO. 23-173 INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 23-174 DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024; and adopt RESOLUTION NO. 23-175 FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT FOR THE OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024; and adopt RESOLUTION NO. 23-176 INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2023/2024, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 23-177 DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024; and adopt RESOLUTION NO. 23-178 FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT FOR THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024; and adopt RESOLUTION NO. 23-179 INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2023/2024, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 23-180 DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024; and adopt RESOLUTION NO. 23-181 FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT FOR THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2023/2024. These Landscaping and Lighting Districts were formed within the City to levy and collect assessments for maintenance of public improvements pursuant to the Landscaping and Lighting Act of 1972, Part 2 of

Division 15 of the Streets and Highways Code Sections 22500, et seq., and Article XIII D of the California Constitution. All charges are needed to fully fund landscape services in each LLD. There is no fiscal impact to the General Fund.

CC #: 2690

File #: 0203-08-01

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

7.11. Environmental Utilities Operations Center Phase 1A Project - Professional Design Services Agreement

Memo from Principal Engineer Janice Gainey and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-150 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HDR ENGINEERING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a professional design services agreement with HDR Engineering, Inc. in the amount of \$2,930,300 for the Environmental Utilities Operations Center Phase 1A. Funding for this agreement is provided by the Waste Services Operations Fund and the Water Operations Fund.

CC #: 2671

File #: 0900-02

CONTACT: Janice Gainey 916-774-5535 jrgainey@roseville.ca.us

Item removed from the Consent Calendar by Western Placer Waste Management Authority Executive Director Ken Grehm.

Western Placer Waste Management Authority Executive Director Ken Grehm spoke on collaborating with the City on the project.

Motion by Tracy Mendonsa, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 23-150 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HDR ENGINEERING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

7.12. Internet Protocol version 4 (IPv4) - Engagement Agreement

Memo from Assistant IT Director Jesse Ravera and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 23-155 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HILCO IP SERVICES, LLC DBA HILCO STREAMBANK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ANY RELATED FORMS AND AGREEMENTS NEEDED TO EFFECTUATE THE

TRANSACTIONS, ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the Engagement Agreement with Hilco Streambank to broker the sale and transfer of excess City-owned Internet Protocol version 4 (IPv4) addresses. This agreement is expected to generate one time revenue from \$1.3 million to \$2.4 million. The City will sell between 32,766 and 57,344 IP addresses with a minimum sale price of \$43 per IP address. The net proceeds will be deposited into the Information Technology Replacement Fund to be used for future technology replacement projects.

CC #: 2680

File #: 0800-05

CONTACT: Jesse Ravera 916-774-5125 jravera@roseville.ca.us

7.13. Building Forward Library Facilities Improvement Program - Grant Application

Memo from Parks, Recreation & Libraries Manager Natasha Martin and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION 23-149 APPROVING A GRANT APPLICATION TO THE CALIFORNIA STATE LIBRARY, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval to submit a grant application for the following project funding from California State Library's Building Forward Library Facilities Improvement Program: Round Two funding includes the Martha Riley Community Library in the amount of \$2,063,794, Maidu Library, \$3,045,529 and Downtown Library, \$4,526,492. In this round there will be \$175,000,000 in competitive grant funding available. The total matching requirements for each project are as follows: Martha Riley Community Library, \$412,759, Maidu Library, and \$609,106, Downtown Library, \$905,298. The matching funds for these projects will be included in future Capital Improvement Plan funding for the General Fund.

CC #: 2670

File #: 0214 & 0716

CONTACT: Natasha Martin 916-774-5234 nmartin@roseville.ca.us

7.14. Homeless Prevention and Rapid Rehousing - Grant Agreement Amendment

Memo from Housing Manager Trisha Isom and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-152 APPROVING A GRANT AGREEMENT AMENDMENT, BY AND BETWEEN AMI HOUSING, INC. AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the Homeless Prevention and Rapid Rehousing contract amendment between AMI Housing and the City. The recommended amendment will extend the contract through June 30, 2024 and supports the City's goal to maintain a safe and healthy community. No General Fund resources were used for the contract and no additional funding is being requested at this time.

CC #: 2676

File #: 0709-05 & 0214

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

7.15. Bridge Preventative Maintenance Project - Notice of Completion

Memo from Associate Engineer Nicolas Bumb and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-142 ACCEPTING THE PUBLIC WORK KNOWN AS THE BRIDGE PREVENTATIVE MAINTENANCE PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Public Works Engineering Division has made the final inspection of the Bridge Preventative Maintenance Project and has found the work to be completed in accordance with the improvement plans and City specifications and is now ready for acceptance. The project repaired the bridge decks on various arterials and collectors throughout the City and was funded by a Highway Bridge Improvement Program grant and Roadway Funds. No General Fund resources were used for this project.

CC #: 2660

File #: 0900-04-02

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

7.16. School Resource Officers - Memorandum of Understanding Amendment

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 23-145 APPROVING THE SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the second amendment to the Memorandum of Understanding between the City and the Roseville Joint Union High School District (RJuHSD) regarding School Resource Officers (SRO's). RJuHSD has agreed to offset the costs by \$553,717 in school year 2023-2024, \$570,326 in 2024-2025, and \$570,325 in 2025-2026. The net cost to the City is approximately \$243,708 for school year 2023-2024, and \$227,100 for school years 2024-25 & 2025-2026. Funding for the SRO's has been included in the Police Department's General Fund budget.

CC #: 2664

File #: 0323 & 0705

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

Ordinances (for introduction and first reading)

7.17. Purchase of Motor Vehicles Ordinance

Memo from Fleet Manager Brandy LeBeau and Public Works Director Jason Shykowski recommending the City Council introduce for first reading an uncodified Ordinance for Fleet Services purchases, granting the Purchasing Officer authority to purchase motor vehicles equal to or greater than the bid amount established in

the City Charter for a period of two years. There is no fiscal impact on the General Fund. Funding for all purchases is included in the approved fiscal year budgets.

CC #: 2684

File #: 0800-04

CONTACT: Brandy LeBeau 916-774-5531 blebeau@roseville.ca.us

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

7.18. Emergency Medical Services Program - Capital Asset Donation and Budget Adjustment

Memo from Fire Battalion Chief Michael Bradley and Fire Chief Rick Barteo recommending the City Council adopt ORDINANCE NO. 6645 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment in the amount of \$36,837 for the Sierra Sacramento Valley (S-SV) EMS agency's purchase and contribution of essential emergency medical equipment. The capital asset donation, the associated extended maintenance agreement and the video laryngoscopes are provided through S-SV without a negative impact to the General Fund. It will provide for a \$13,837 capital asset contribution and the \$23,000 for video laryngoscopes will be fully reimbursed.

CC #: 2677

File #: 0324 & 0201-01

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

7.19. Fire Department Strike Team - Budget Adjustment

Memo from Assistant Fire Chief Jason Rizzi and Fire Chief Rick Barteo recommending the City Council adopt ORDINANCE NO. 6644 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment to recognize \$436,994 in additional overtime expenses, \$3,108 in other reimbursable items/logistics, a \$187,694 contribution to available General Fund resources for fleet usage and overhead, and an associated \$627,796 in revenue related to the department participation in reimbursable strike teams. After the incremental overtime and other expenses are reimbursed, there is a positive impact on the General Fund of \$187,694 from the reimbursement for fleet usage and overhead.

CC #: 2673

File #: 0324 & 0201-01

CONTACT: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us

7.20. Electric Charging Station Project - Grant Awards, Grant Agreement and Budget Adjustment

Memo from Fleet Manager Brandy LeBeau and Public Works Director Jason

Shykowski recommending the City Council adopt RESOLUTION NO. 23-153 ACCEPTING GRANT AWARDS FROM ROSEVILLE ELECTRIC AND PLACER COUNTY AIR POLLUTION CONTROL DISTRICT, APPROVING A GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ANY RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6646 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council authorization for receipt of a Clean Air Grant from the Placer County Air Pollution Control District in the amount of \$31,360 for the City's fleet electric charging station infrastructure project; and authorization for receipt of an award from the Roseville Electric Rebate Program, to secure \$63,000 of grant funding for the City's fleet electric charging station infrastructure project; and approve the budget adjustment to authorize the additional funding from the FY2022-23 Fleet Services Fund budget. Approval of the grant award does not negatively impact the City's General Fund.

CC #: 2678

File #: 0214 & 0800-02 & 0201-01

CONTACT: Brandy LeBeau 916-774-5531 blebeau@roseville.ca.us

Ordinances (for second reading and adoption)

7.21. Second Reading - Transportation System Management - Roseville Municipal Code Ordinance Amendment

ORDINANCE NO. 6649 THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 11.33.010, 11.33.020, 11.33.030, 11.33.060, 11.33.070, 11.33.080, 11.33.090, 11.33.100, 11.33.110 AND 11.33.120 OF CHAPTER 11.33 OF TITLE 11 OF THE ROSEVILLE MUNICIPAL CODE AND DELETING SECTIONS 11.33.130 AND 11.33.140 OF CHAPTER 11.33 OF TITLE 11 OF THE ROSEVILLE MUNICIPAL CODE REGARDING TRANSPORTATION SYSTEM MANAGEMENT, for second reading and adoption.

CC #: 2687

File #: 0800-04

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

Reports / Requests

7.22. Sierra Vista Specific Plan - Baseline Marketplace DF Properties, Inc. - Large Lot Subdivision Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Baseline Marketplace DF Properties, Inc., Large Lot Subdivision final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 28 large lots for future development and 1 public open space lot. The actions requested have no fiscal impact to the

City's General Fund.

CC #: 2659

File #: 0400-04-12-1 & 0400-07

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Ceremonial Documents

7.23. Resolution - Darrell Robbison

Commend Darrell Robbison for his 27 years of outstanding service and dedication to the City of Roseville, congratulate him for his many accomplishments, and wish him a long, healthy, and enjoyable retirement.

CC #: 2688

File #: 0102-10

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

END OF CONSENT CALENDAR

8. ORDINANCES

8.1. Sierra Vista Specific Plan Westbrook Boulevard - Reimbursement Agreement and Budget Adjustment

Memo from City Engineer Marc Stout and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-157 APPROVING A REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6648 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a reimbursement agreement with John Mourier Construction, Inc. that will provide advanced funding in the anticipated Reimbursable Cost amount of \$4,067,812 necessary to complete the remaining segment of Westbrook Boulevard to Baseline Road. Construction of this segment of Westbrook Boulevard is the obligation of the adjacent landowner at the time the parcel develops. The developer has indicated no immediate plans to develop the adjacent parcel. In an effort to expediently improve traffic circulation and emergency vehicle response times west of Fiddymont Road, John Mourier Construction, Inc. (JMC) has agreed to build the remaining segment this summer, provided the City advances funding for this public improvement purpose. JMC will be obligated to reimburse the City over a period not to exceed ten (10) years, or sooner as development occurs, as specified in the reimbursement agreement. The improvements are identified in the City's Capital Improvement Program and Sierra Vista Specific Plan. Staff also requests a budget adjustment necessary to appropriate \$4,000,000 from the Strategic Improvement Fund, \$400,000 from the Sierra Vista Traffic Mitigation Set-Aside Fund, \$100,000 from Electric Fund and \$1,040,000 from the Electric Rate Stabilization Fund to the City's Developer Reimbursement account.

The project is ultimately a developer-funded obligation and the recommended actions will have no impact to the City's General Fund.

CC #: 6648

File #: 0400-04-12-1 & 0201-01

CONTACT: Marc Stout 916-774-5482 mstout@roseville.ca.us

Development Services Director Mike Isom introduced City Engineer Marc Stout.

City Engineer Marc Stout made the presentation to the City Council.

No public comment received.

Motion by Scott Alvord, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 23-157 APPROVING A REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6648 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Measure B Local Sales Tax Citizens' Oversight Committee Report

Memo from Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council receive an informational report and presentation from the Local Sales Tax Citizens' Oversight Committee on the FY2021-22 revenue and expenditures of the Measure B sales and use tax. There is no fiscal impact related to receiving this report.

CC #: 2682

File #: 0103-22

CONTACT: Scott Pettingell 916-774-1306 spettingell@roseville.ca.us

Rick Duffy from the Local Sales Tax Citizens' Oversight Committee made the presentation to the City Council.

William Patrick Yardley spoke in opposition to the soccer complex.

For information only. No action taken.

9.2. Long-Term Liabilities Update - Pension and Other Postemployment Benefits

Memo from Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council receive a presentation on the City's long-term liabilities for pension and other postemployment benefits. There is no fiscal impact. This is for informational purposes only.

CC #: 2681

File #: 0600-04

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

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

William Patrick Yardley requested the presentation be in more simplified terms.

For information only. No action taken.

9.3. Capital Improvement Projects Preview for Fiscal Year 2023-24

Memo from Public Works Director Jason Shykowski recommending the City Council receive a presentation of the Capital Improvement Projects (CIP's) planned for the upcoming fiscal year. This presentation will include a preview of CIP's for all City departments. There is no fiscal impact from this presentation.

CC #: 2661

File #: 0900-04

CONTACT: Jason Shykowski 916-774-5331 jshykowski@roseville.ca.us

Public Works Director Jason Shykowski made the presentation to the City Council.

William Patrick Yardley requested clarification on the presentation.

No name given, inquired about why funding is obtained prior to studies being completed.

For information only. No action taken.

10. PUBLIC HEARING

10.1. Community Development Block Grant – 2023 Annual Action Plan

Memo from Housing Manager Trisha Isom and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-143 APPROVING THE 2023 ANNUAL ACTION PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS AND CERTIFICATIONS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the City's 2023 Annual Action Plan for the federal Community Development Block Grant Program and authorization by the City Manager to execute necessary documents and certifications on behalf of the

City. This item does not result in any impact to the City's General Fund.

CC #: 2663

File #: 0113-02

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

Mayor Bruce Houdesheldt opened the public hearing at 7:42 p.m.

Housing Manager Trisha Isom made the presentation to the City Council.

No public comment received.

Mayor Bruce Houdesheldt closed the public hearing at 7:47 p.m.

Motion by Tracy Mendonsa, seconded by Pauline Roccucci, to adopt RESOLUTION NO. 23-143 APPROVING THE 2023 ANNUAL ACTION PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS AND CERTIFICATIONS ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

10.2.Zoning and Sign Ordinance Update

Memo from Senior Planner Lauren Hocker and Development Services Director Mike Isom recommending the City Council adopt the two findings of fact and introduce for first reading the ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE CHAPTERS 19.08, 19.12, 19.26, 19.28, 19.60, 19.74, AND 19.82 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING COMMERCIAL ZONES, PARKING SPACE REQUIREMENTS, DENSITY BONUS REGULATIONS, ACCESSORY DWELLING UNITS, PERMIT REQUIREMENTS, AND MAJOR PROJECT PERMIT PROCESSING; and introduce for first reading the ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SIGN ORDINANCE CHAPTERS 17.04 AND 17.08 OF TITLE 17 OF THE ROSEVILLE MUNICIPAL CODE REGARDING APPEALS AND DEFINITIONS. The project is a City-initiated update to Title 19 (Zoning Ordinance) of the Roseville Municipal Code (RMC) to reflect changes in state law and implement annual maintenance updates. The project also includes two minor corrections to Title 17 (Sign Ordinance) of the Roseville Municipal Code. The request includes an Ordinance amending Zoning Ordinance Section 19.08.080 (Residential Use Types) to correct errors in the definition of long-term care facilities; Section 19.08.090 (Commercial Use Types) to correct an error in the definition of long-term care facilities, to add a definition for electric vehicle charging facilities, and adjust the definition of gas stations to recognize alternative fuels; Section 19.12.020 (Commercial Zones, Permitted Use Types) to add electric vehicle charging facilities to the permitted use table and carry forward the adjustment to the gas station definition; Section 19.26.030 (Parking Space Requirements by Use Type) to add a religious-use parking reduction in conjunction with a housing project pursuant to Assembly Bill 2244; Chapter 19.28

(Density Bonus) in various places to add shared housing to the density bonus provisions and make other minor clarifications pursuant to Assembly Bill 682; Chapter 19.60 (Accessory Dwelling Units) to adjust the height limitations for “mandatory minimum” accessory dwelling units and make other clarifications pursuant to Assembly Bill 2221; Section 19.74.010 (Permit Requirements) to change the approving authority for a Design Review Permit for a Residential Subdivision (DRRS) from the Planning Commission to the Planning Manager; and Section 19.82 (Major Projects Permit Processing) to clarify the purpose and process description for amendments to a Major Project Permit. The project also includes a minor correction to Title 17 (Sign Ordinance) Section 17.08.510 (Appeals from the decision of the director) to correct an internal inconsistency in which the Design Committee is identified as the appeal authority but a later sentence erroneously refers to a hearing by City Council and to Section 17.04.090 (Building façade definition) to clarify that for the purposes of sign length, the façade is the length of a single, uninterrupted wall plane. The ordinance amendments will have no impact on the City's General Fund.

CC #: 2666

File #: 0400-02 & 0321

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

Mayor Bruce Houdesheldt opened the public hearing at 7:48 p.m.

Planning Manager Greg Bitter introduced Senior Planner Lauren Hocker.

Senior Planner Lauren Hocker made the presentation to the City Council.

No public comment received.

Mayor Bruce Houdesheldt closed the public hearing at 7:54 p.m.

Motion by Krista Bernasconi, seconded by Tracy Mendonsa, to introduce introduce for first reading the ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE CHAPTERS 19.08, 19.12, 19.26, 19.28, 19.60, 19.74, AND 19.82 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING COMMERCIAL ZONES, PARKING SPACE REQUIREMENTS, DENSITY BONUS REGULATIONS, ACCESSORY DWELLING UNITS, PERMIT REQUIREMENTS, AND MAJOR PROJECT PERMIT PROCESSING; and introduce for first reading the ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SIGN ORDINANCE CHAPTERS 17.04 AND 17.08 OF TITLE 17 OF THE ROSEVILLE MUNICIPAL CODE REGARDING APPEALS AND DEFINITIONS. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

10.3.2023 Weed Abatement - Public Hearing

Memo from Assistant Fire Chief Jason Rizzi and Fire Chief Rick Bartee recommending the City Council adopt RESOLUTION NO. 23-141 ORDERING

THE DESTRUCTION OR REMOVAL OF ALL WEEDS, DIRT, RUBBISH AND RANK GROWTHS IN THE CITY OF ROSEVILLE, AND OVERRULING ANY AND ALL OBJECTIONS THERETO. This item is the second and final step necessary to initiate the 2023 Weed Abatement Program. Owners of private parcels that are abated by the City are responsible for the costs associated with providing abatement services. A bill is sent to each property owner detailing the abatement costs, as well as an administrative fee. If the property owner fails to pay the bill, the City places a lien on the subject property and the monies owed are reimbursed through the property tax collection process.

CC #: 2676

File #: 0320-01

CONTACT: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us

Mayor Bruce Houdesheldt opened the public hearing at 7:56 p.m.

Assistant Fire Chief Jason Rizzi introduced Parks, Recreation, & Libraries Superintendent Eric Dexter.

Parks, Recreation, & Libraries Superintendent Eric Dexter made the presentation to the City Council.

No public comment received.

Mayor Bruce Houdesheldt closed the public hearing at 8:02 p.m.

Motion by Scott Alvord, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 23-141 ORDERING THE DESTRUCTION OR REMOVAL OF ALL WEEDS, DIRT, RUBBISH AND RANK GROWTHS IN THE CITY OF ROSEVILLE, AND OVERRULING ANY AND ALL OBJECTIONS THERETO. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

10.4. Water, Wastewater, and Waste Services - Proposed Utility Rate Adjustments and Municipal Code Revisions for Fiscal Year 2023-24 and Fiscal Year 2024-25

Memo from Assistant Environmental Utilities Director Devin Whittington and Environmental Utilities Director Richard Plecker recommending the City Council conduct a public hearing to receive public comment regarding proposed rate adjustments effective July 1, 2023, and July 1, 2024, for water, wastewater, and waste services utility rates and associated amendments to the Roseville Municipal Code; and introduce for first reading ORDINANCES OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 9.12.030, 9.12.070, AND 9.12.090 OF CHAPTER 9.12 AND AMENDING SECTION 9.17.040 OF CHAPTER 9.17 OF TITLE 9 REGARDING GARBAGE, AMENDING SECTIONS 14.08.090 AND 14.08.100 OF CHAPTER 14.08, AMENDING SECTIONS 14.16.200 OF CHAPTER 14.16, AND AMENDING SECTION 14.17.080 OF CHAPTER 14.17 OF TITLE 14 OF THE ROSEVILLE

MUNICIPAL CODE REGARDING PUBLIC UTILITY FEES, CHARGES AND RATES. The proposed rate adjustments will result in additional combined revenue over the next two years of approximately \$4.0 million to the water utility, and \$5.7 million to the wastewater utility. The increased revenue is necessary to maintain current levels of service for Environmental Utilities.

CC #: 2686

File #: 0800-02

CONTACT: Devin Whittington 916-774-5783 dwhittington@roseville.ca.us

Mayor Bruce Houdesheldt opened the public hearing at 8:02 p.m.

Environmental Utilities Director Richard Plecker introduced Assistant Environmental Utilities Director Devin Whittington.

Assistant Environmental Utilities Director Devin Whittington made the presentation to the City Council.

No public comment received.

Mayor Bruce Houdesheldt closed the public hearing at 8:12 p.m.

Motion by Pauline Roccucci, seconded by Tracy Mendonsa, to introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 9.12.030, 9.12.070, AND 9.12.090 OF CHAPTER 9.12 AND AMENDING SECTION 9.17.040 OF CHAPTER 9.17 OF TITLE 9 REGARDING GARBAGE, AMENDING SECTIONS 14.08.090 AND 14.08.100 OF CHAPTER 14.08, AMENDING SECTIONS 14.16.200 OF CHAPTER 14.16, AND AMENDING SECTION 14.17.080 OF CHAPTER 14.17 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC UTILITY FEES, CHARGES AND RATES. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

11. COUNCIL REPORTS / PUBLIC COMMENTS

22nd Annual City Awards Banquet - Councilmember Scott Alvord and Councilmember Pauline Roccucci reported.

Eagle Scout Celebration - Councilmember Scott Alvord reported on attendance.

Placer County Air Pollution Control District Biomass Energy Technology Symposium - Councilmember Scott Alvord reported.

Student Speaker Contest - Councilmember Scott Alvord reported.

Make-A-Wish Recipient - Councilmember Scott Alvord reported.

Cap to Cap in Washington D.C. - Vice Mayor Krista Bernasconi, Councilmember Pauline Roccucci, and Mayor Bruce Houdesheldt reported.

Bosch Global Semiconductor Manufacturer - Vice Mayor Krista Bernasconi reported.

Placer Veterans Stand Down Event- Vice Mayor Krista Bernasconi announced event to be held May 9-11th at the grounds.

Mayor's Cup Golf Tournament - Vice Mayor Krista Bernasconi and Mayor Bruce Houdesheldt announced event to be held May 5th at Diamond Oaks Golf Course.

Meeting with Cyrille Brando from Bosch - Councilmember Pauline Roccucci reported.

Placer County Transportation Planning Agency - Mayor Bruce Houdesheldt reported on meeting Agency's Lobbyist Mike Miller.

Sacramento Area Council of Governments Visit to Boys & Girls Club - Mayor Bruce Houdesheldt reported.

Parks, Recreation, & Libraries Gold Medal Finalist for Excellence in Park and Recreation Management - Mayor Bruce Houdesheldt reported.

12. ADJOURNMENT

Mayor Bruce Houdesheldt adjourned the meeting at 8:29 p.m.



COUNCIL COMMUNICATION

CC #: 2724
File #: 0203-10

Title: Printing and Mailing Activity Guides - Purchase Order Increase
Contact: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing an increase to the purchase order amount with Pride Industries for the printing and mailing of the Parks, Recreation & Libraries activity guides. Staff additionally requests approval for four (4) optional one (1) year renewals of the purchase order without further council approval, provided that a new sole source form is approved each year, until such a time that the vendor can no longer provide the service, or until Parks, Recreation & Libraries staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Parks, Recreation & Libraries Department has an annual requirement for printing, mail handling, and associated postage costs of their seasonal Activity Guides. The summer guides are sent via mail to all City households and non-resident customers included in the current customer database. The guides for the remaining seasons are mailed to resident and non-resident customers included in the current customer database.

Since 2004, Pride Industries has demonstrated the capability of managing the consolidation of what had been work performed by several entities. Pride Industries acts as our broker and currently charges a 5% fee to cover coordination of the printing, delivery, database management and working with the Post Office. In their role as our broker, Pride solicits bids from printers for the guides, which change each season, and provides that information to City staff.

City staff selects from the solicited vendors based on a combination of the following factors:

- Cost effectiveness of project bid
- Rate of correction/change work
- Prior experience in providing similar services (via references or prior City of Roseville experience with vendor)
- Timeliness of performance
- Location of press check
- Print Quality: ink density and strength, registration, establish quality controls, color consistency

and trimming

- Method of product/service: press info, mailing capabilities/equipment, bindery capabilities/equipment, type of proofs supplied, paper stock and color quality control
- Communication

Engaging in business opportunities with Pride Industries not only saves significant City staff time in managing the printing and mail processing of each guide, but it increases work for persons with disabilities in Roseville where they have a local presence. Section 19404 of the State of California Welfare and Institutions Code provides for cities to contract with non-profit companies that employ persons with disabilities.

While the Pride Industries fee will remain stable at 5%, the actual costs to print the guides are estimated to increase each year. The current not-to-exceed amount is \$125,000 and the Department is on track to spend more than this amount. The Department has spent a total of \$60,476.78 to date this fiscal year and need an estimated \$90,000 to pay for current expenses, for a not-to-exceed amount in FY2022-23 of \$151,000. In FY2023-24, annual costs for the printing, delivery and postage of the activity guides will increase approximately 20% for paper and supply increases, per Pride Industries. The estimated not-to-exceed amount for FY2023-24 will be \$181,200. For all future years, the contract not-to-exceed amount will increase by 10% to account for the combination of inflation and residential growth in the city. As new households are added, the quantity of guides to print increases, resulting in additional costs.

FISCAL IMPACT

The total estimated cost of the services for FY2022-23 will not exceed \$151,000. In FY2023-24, the estimated costs of services will increase by approximately 20% for a not-to-exceed amount of \$181,200. The estimated FY2024-25 not-to-exceed amount will be \$199,320, the estimated FY2025-26 not-to-exceed amount will be \$219,252, and the estimated FY2026-27 not-to-exceed amount will be \$241,177. Funding is included in the Parks, Recreation & Libraries Department's FY2022-23 budget for the printing and mailing of the activity guides, and will be included in the City's proposed budgets in future fiscal years.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

- Goal B - Support community engagement and advocacy.
- Goal C - Maintain a safe and healthy environment.
- Goal E - Deliver exceptional City services.

Respectfully Submitted,

Rendi Hodge, Management Analyst

Jill Geller, Director, Parks, Recreation & Libraries

A handwritten signature in blue ink, appearing to be 'Dominick Casey', written over a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-195

RESOLUTION NO. 23-195

APPROVING AN INCREASE TO THE PURCHASE ORDER FOR PRINTING AND
MAILING OF PARKS, RECREATION & LIBRARIES ACTIVITY GUIDES

WHEREAS, an increase to the purchase order with Pride Industries for printing and mailing of Parks, Recreation & Libraries Activity Guides, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order increase is hereby approved and the City Manager or his designee is additionally authorized to renew four (4) optional one (1) year renewals of the purchase order without further council approval, provided that a new sole source form is approved each year, until such time that the vendor can no longer provide the service, or until Parks, Recreation & Libraries determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 2700

File #: 0702

Title: Golf Maintenance Services - Agreement Amendment
Contact: Rob Nakamura 916-774-5135 rnakamura@roseville.ca.us

Meeting Date: 5/17/2023

Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to authorize the City Manager to execute the Fifth Amendment to the Golf Maintenance Services Agreement with Brightview Golf Maintenance, Inc.

BACKGROUND

On December 16, 2015, the City entered into an agreement with ValleyCrest Golf Course Maintenance which became Brightview Golf Maintenance, Inc. in January of 2017. The agreement allows for annual pricing adjustments based on uncontrollable circumstances including, but not limited to, fuel prices increases, changes in workers compensation rates, and prevailing wage adjustments. Annual increases shall not exceed 5% in any one year. The City and Brightview Golf Maintenance, Inc. have agreed to adjust pricing by 5% retroactive to January 1, 2023, based on reported increases to the Employment Cost Index (ECI) and the Consumer Price Index (CPI).

FISCAL IMPACT

The Golf Maintenance Service Agreement is funded from the Golf Course Fund (Fund 2599). This annual adjustment will increase expense by \$38,360 for the remainder of this fiscal year. 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 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

Goal A – Remain fiscally responsible in a changing world

Goal D – Enhance economic vitality

Goal E – Deliver exceptional city services

Goal F – Invest in well-planned infrastructure and growth

Respectfully Submitted,

Rob Nakamura, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-169

Brightview Golf Amendment

RESOLUTION NO. 23-169

APPROVING A FIFTH AMENDMENT TO GOLF MAINTENANCES SERVICES 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 Fifth Amendment to Golf Maintenance Services Agreement, 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 Fifth Amendment to Golf Maintenance Services Agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIFTH AMENDMENT TO
GOLF MAINTENANCE SERVICES AGREEMENT**

THIS FIFTH 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, and January 29, 2022 (“Agreement”) regarding Golf Course Maintenance Services (“Project”); and

WHEREAS, after execution of the Agreement and with CITY’s consent, the Agreement was assigned from ValleyCrest Golf Maintenance, Inc. to CONTRACTOR; and

WHEREAS, CITY desires to amend the Agreement to include an updated Exhibit “C”.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit “C”, attached hereto, and incorporated herein by reference, supersedes the current Exhibit “C” of the Agreement.
2. All other provisions of the Agreement shall remain unchanged and in full force and effect.

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

CITY OF ROSEVILLE, a
municipal corporation

BRIGHTVIEW GOLF MAINTENANCE,
INC., a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: Jeff Avalos
its: PRESIDENT

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: Russell Sims
its: GROUP VP

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Jill Geller
JILL GELLER
Parks, Recreation & Libraries Director

EXHIBIT “C”

**2023
EXHIBIT C
AMENDED**

**FINANCIAL PROPOSAL
OPTION C – Grounds Maintenance Services**

Base Bid:

Diamond Oaks Golf Course	\$ 805,552.65
Woodcreek Golf Club	\$ 805,552.65
Total	\$1,611,105.30

Extra Work:

Labor	Rate per hour
Equipment Operator / Common Labor	\$24.00
Skilled Technician (Irrigation, Chemical Application, Etc.)	\$45.00
Supervision	\$65.00
Sod preparation and installation (per square foot)	\$1.00-\$2.50 based on variety

Mark up for parts not included in base bid:

N/A – no mark up will be applied to parts.



COUNCIL COMMUNICATION

CC #: 2714
File #: 0800-05

Title: Dispatch Console Support - System Sales Contract Amendment
Contact: Karl Grover 916-774-5145 kgrover@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve Amendment Number 1 to the System Sales Contract with Zetron, Inc., for Dispatch Console support and maintenance, and authorize the City Manager to execute it.

BACKGROUND

On July 5th, 2017 Council approved a System Sales Contract with Zetron to design, deploy and maintain Console infrastructure and devices for Police, Fire and Electric Dispatch communication centers. Police, Fire and Electric use these consoles and related infrastructure to communicate on a daily basis within each department, across City departments and with external agencies during mutual aid incidents. These consoles also enable Police and Fire Dispatchers to seamlessly transition between radio communications and 9-1-1 calls.

The 2017 contract included a warranty plus five years of support through August 2023. The City needs to renew the support contract for an additional five years through August 2028. It is anticipated the Zetron consoles will be in service through at least 2033.

FISCAL IMPACT

The total cost of this amendment is \$297,222 for five years. The initial annual cost is budgeted for in the FY2023-24 budget of the Information Technology Operations Fund and will be included in the proposed budget in each subsequent fiscal year.

ENVIRONMENTAL REVIEW

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

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Karl Grover, IT Program Manager - Network Infrastructure

Hong Sae, Chief Information Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-178

Amendment #1 to 2017 System Sales Contract

Quote for an additional 5 years of support and maintenance

Pages 1-30, 2017 System Sales Contract

Pages 31-60, 2017 System Sales Contract

Pages 61-87, 2017 System Sales Contract

RESOLUTION NO. 23-178

APPROVING A FIRST AMENDMENT TO SYSTEM SALES CONTRACT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ZETRON, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Sales System Contract to renew the support and maintenance of the dispatch consoles used by the City of Roseville Police, Fire, and Electric departments, by and between the City of Roseville and Zetron, Inc., has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

FIRST AMENDMENT TO SYSTEM SALES CONTRACT

This First Amendment (the "Amendment") to the System Sales Contract dated July 5th, 2017 (the "Agreement") between Zetron, Inc., and its subsidiaries (collectively, "Zetron") and City of Roseville ("Customer") is entered into and effective this 24th day of March 2023 (the "Effective Date"). All capitalized terms in this Amendment shall have the same meaning as in the Agreement unless otherwise stated in this Amendment. The Agreement shall be amended as follows:

1. **Term.** The following definition of "Term" shall supersede and replace in its entirety the current definition under section 1 as follows: "Term" shall mean the term of this Contract which shall begin on the date first listed above and end at the longer of either, the end of either the initial Warranty Period, or the end of any extended Maintenance Service Plan; unless otherwise terminated according to the terms of this Contract.
2. **Notices.** The reference to Zetron information shall be replaced in its entirety with the following:

ZETRON
Zetron, Inc.
6812 185th Ave NE
Redmond, WA 98052
Attention: Scott French, President
Phone: 425.820.6363
Email: legal@zetron.com

3. The attached shall be added as **Schedule E-2 Gold Maintenance Service Plan Cost Proposal** dated January 19, 2023.
4. All other terms of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives as of the Effective Date. This Amendment may be executed in counterparts.



ZETRON, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

Scott French

Scott French

President

April 3, 2023

City of Roseville

Signature: _____

Name: _____

Title: _____

Date: _____

AMENDMENT TO SYSTEM SALES CONTRACT
Proprietary and Confidential, Zetron, Inc.



Phone: (425) 820-6363

Fax: (425) 820-7031

Email: zetron.orders@zetron.com

Date:	March 19, 2023	Quote: TWGRoseville011923_2B Customer #: 410360			
Company:	City of Roseville c/o Karl Grover 316 Vernon Street, Suite 300 Roseville, CA 95678				
Attention:	Karl Grover	System ID: 234973			
Phone:	(916) 774-5145				
Email:	kgrover@roseville.ca.us				
		USD		USD	
Part	Description	List Price	Discount 5%	Qty	Net TOTAL

1. Acom Communications System:

Five Year Gold Warranty Maintenance Service Plan for the City of Roseville Acom System as follows:

Year 6	\$55,501.00	1	\$55,501.00
Year 7	\$58,831.06	1	\$58,831.06
Year 8	\$62,360.92	1	\$62,360.92
Year 9	\$66,102.58	1	\$66,102.58
Year 10	\$70,068.73	1	\$70,068.73

Five Year Gold Warranty, Acom Years 6-10, 17 August 2023 through 16 August 2028 plus PC refresh for 13 positions	\$312,864.30	-\$15,643.21	\$297,221.09
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- Notes:**
- 1) Renewal Rates are good for this quotation. Renewal rates are subject to change.
 - 2) Each annual installment of the Gold Maintenance Service Plan fee is due to Zetron prior to the beginning of each 12-month service plan.
 - 3) Any Service Plan fee is due net 30 days from the date of Zetron's invoice.
 - 4) Note: Prices do not include any sales tax that may be applicable. Taxes are not included in the above amounts. Invoice totals shall include any applicable taxes.

Expiration: Quotation is valid for 90 days from quotation date



Gold

Maintenance Service Plan

North America

ZETRON USA
PO Box 97004
Redmond, WA
98073-9704
USA

TEL 425 820 6363
FAX 425 820 7031

zetron@zetron.com
WWW.ZETRON.COM

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Warranties for Zetron Products under a MSP can be extended for a total warranty period of up to five (5) years, including the initial warranty period, and warranties for Zetron Accessories under a MSP can be extended for a total warranty period of up to three (3) years, including the initial warranty period.

4. SERVICE DESCRIPTIONS

The following sections describe the services included in the Gold MSP unless otherwise noted. The applicable spares package is a requirement for this MSP.

4.1. TECHNICAL TELEPHONE SUPPORT

Zetron telephone technical support exists in the form of factory Technical Support Engineers. This support is intended for technicians and system administrators installing, configuring, and maintaining Zetron equipment and software applications. 24-hour/7 days/week phone support is provided in accordance with the response times established in the following sections.

4.1.1. Calls During Standard Zetron Business Hours

During regular business hours, 6:00am to 5:00pm PT, calls to Zetron at (425) 820-6363 are answered by Zetron personnel who will establish a call ticket number, collect detailed issue information from the caller, and enter the call into the call queue.

Head of the queue and priority call back privileges are given to callers with Gold MSP above those with no agreements, Limited Warranty, and Silver MSPs. If the incoming call cannot be directed immediately to a Technical Support Engineer, 98% of the critical calls will be returned within 30 minutes, and 100% of the calls will be returned within 2 hours.

Zetron will work with the caller to make the determination whether calls involve critical or routine issues based both on system behavior and its affect on system operators.

Critical issues are those that have a major impact on the Zetron system operation as defined by

- loss of use of any redundant functions;
- loss of 10% of the positions; or
- loss of 10% of non-redundant channels or lines.

Routine issues are non-critical issues that have a minor impact on the Zetron system operation and range from routine maintenance operations to system behavioral inconsistencies to configuration issues.

Zetron observes the following holidays:

If a holiday falls on a Saturday, the holiday is observed on the preceding Friday and if a holiday falls on a Sunday, the holiday is observed on the following Monday.

	North America
January	New Year's
February	President's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving and day after
December	Christmas 2-day seasonal holiday

4.1.2. After-Hours Critical Technical Telephone Support

Calls for critical issues to Zetron before 6:00am or after 5:00pm PT on any regular business day, at any time on weekends, or during Zetron-recognized holidays are considered after-hours calls. A Zetron qualified technical person will return calls for critical issues within thirty (30) minutes.

Zetron reserves the right during calls for critical issues after regular business hours to determine after an initial diagnosis whether the issue being reported is critical or routine, and thus whether it is to be handled immediately or deferred to the following business day. Routine issues will be deferred to the next business day. Scheduled system maintenance does not qualify as a critical issue.

4.2. HARDWARE SERVICES

4.2.1. Advance Replacement: First 90 Days

For the first 90 days after initial purchase of original equipment under Zetron's standard System Terms and Conditions, Zetron will provide advance replacement for critical Zetron Products and Zetron Accessories found to be dead-on-arrival or that Technical Support approves for replacement. Zetron bears all shipping costs for advance replacements.

4.2.2. Repair Defects in Materials or Workmanship

For the duration of the warranty period and the service coverage periods, for Zetron Products and Zetron Accessories, Zetron will provide parts and factory labor free of charge to resolve any material defects in material or workmanship as described in Zetron's standard System Terms and Conditions. Upon receipt of the defective unit and in accordance with Zetron's standard System Terms and Conditions while under warranty, Zetron's Repair Department reserves the right to determine whether to replace or repair a defective part, or whether to replace a product or refund its purchase price. If replacing a product, Zetron's Repair Department determines whether to provide refurbished service stock or new equipment based on repair turn-around and equipment availability.

No returns are authorized unless a Returned Materials Authorization (RMA) is issued by Zetron.

4.2.3. Repair Turn-Around

Zetron measures turn-around time from the date of receipt to the date of shipment from Zetron. This time does not include shipping or customs delays.

In the Gold MSP, repair turn-around is 2 business days. Products found to be not defective will be returned at the sender's expense, plus cost of a minimum of 1-hour testing and handling.

4.2.4. Refurbished Equipment

Refurbished equipment, to replace defective hardware, is available to be sold at 25% of product list price (75% discount).

Refurbished equipment will have guaranteed availability for selected, critical products for Gold MSP. The original defective hardware must be sent to Zetron and will not be returned to the customer upon repair.

Refurbished equipment is previously returned equipment that has been repaired and fully tested. It is available only for replacement of failed equipment. Refurbished equipment is based on equipment availability but select critical products have guaranteed availability for Gold MSP holders. Refurbished equipment will be shipped the same day.

4.2.5. Outgoing Shipping

Zetron will match the incoming shipment method when returning products. If the customer wants to expedite the outgoing shipment beyond the Zetron provided match, the customer bears responsibility for full shipment charges.

Shipping is always FOB Origin unless otherwise agreed by Zetron. The customer must pay all shipping and insurance charges when returning equipment to Zetron.

4.3. SOFTWARE SERVICES

4.3.1. Software Maintenance – Service Packs

For the duration of the MSP period, the customer is entitled to receive at no additional charge any patches or bug fixes contained in a service pack for Zetron feature group releases of the application or firmware version(s) sold as part of the original Zetron system. Patches/bug fixes in a service pack are specific corrections to defects found in previously released code (a.k.a. feature group) to ensure the code meets specification. Service packs add one-, two- or three-digit extensions on the previously released code number (for example, 2.11.12 indicates service pack 12 to version 2.11 software). All service packs will be incorporated in the next released software upgrade.

All Zetron software releases are subject to internal software release and design verification processes as well as standard configuration management practices. Service packs released may include patches/bug fixes and/or minor enhancements, but they should not affect system operation or performance.

Software maintenance for applications or code in certain systems will require customization and installation support (refer to Sections 4.4 and 4.6.6).

Note: For certain systems, the Software Installation/Upgrade Support service is required unless a pre-approved agent is available to provide this level of support.

4.3.2. Software Upgrades

For the duration of the MSP period, the customer is entitled to receive any software upgrade for Zetron feature group releases of the application or firmware version(s) sold as part of the original Zetron system. Software upgrades are released minor and/or major revisions to released software or firmware. Upgrades typically include minor enhancements as well as access to certain major new features. Upgrades also incorporate any previously released bug fixes/patches. Minor enhancements are functional performance improvements that do not require additional hardware or firmware or to be specifically enabled or disabled. Major new features alter the software's specifications and may significantly affect system operation and performance and/or the look and feel of the user interface. Major features will be individually enabled or disabled as options; some options may require the additional purchase of hardware, firmware, or licensing.

Software upgrades incrementally change the previously released software or firmware version number by either preceding or following the first decimal point depending on the breadth of the changes incorporated. For example, software release 2.11 could upgrade to 2.12 to indicate relatively minor enhancements, or to 3.0 to indicate significant new features. In either case, all patches/bug fixes released in support of 2.11 would be included in the new release.

All Zetron software revisions are subject to internal software release and design verification processes as well as standard configuration management practices.

4.4. SOFTWARE UPGRADE CUSTOMIZATION ASSESSMENT

Due to the customization of certain deployed systems, software upgrade releases for these customized systems should be qualified prior to deployment. A factory-qualified engineer will complete an assessment of feature group upgrade releases against the functionality defined in a deployed system's factory acceptance test to ensure the new release will not adversely affect any deployed customer-specific custom configuration. Based on that assessment, Zetron will provide a quote of outstanding engineering customization; refer to Section 5.2. Assessments are available upon request and will be scheduled based on priority; emergencies will be given the highest priority of available resources.

4.5. THIRD-PARTY EQUIPMENT REPAIR FACILITATION

During the first three (3) years after original purchase of third party hardware (excluding Zetron Accessories) sold as part of the original Zetron system, and included in a specific customer agreement with Zetron, Zetron will facilitate resolution of issues on such equipment. To ensure the repaired unit's

compatibility with its already-deployed Zetron system, as applicable, Zetron will reconfigure repaired units against last-known configuration files on record before returning the unit to the field.

It is anticipated that third-party products have a useful life of up to three years.

4.6. FACTORY ONSITE SERVICES

Zetron will waive hourly or daily rates for up to 3 days per year of factory onsite services and cover 1 trip to customer's facility. These hours may be applied to technical support, training, equipment installation and programming optimization, or hardware preventive maintenance support. The Zetron factory-qualified instructor's or technician's travel time is not included in the up to 3 day amount and will not be charged to the customer. In all cases, travel affected by severe weather or natural disaster will be rescheduled.

Additional days, at then-applicable rates, may be purchased to accommodate additional factory onsite services. Hours may not be accumulated beyond one 12-month period.

4.6.1. Technical Support

A Zetron factory-qualified technician will provide onsite technical support to trouble-shoot and resolve issues Zetron is unable to resolve via telephone support. This service is limited to supporting the Zetron Products and Zetron Accessories that Zetron provides as part of the original Zetron system, and does not extend to other equipment co-existent with the Zetron system. Onsite visits will be scheduled based on priority; emergencies will be given the highest priority of available resources.

4.6.2. Technical Training

Technical classes are available for any of Zetron's system-level product lines. Some classes are conducted regularly at Zetron's factory; refer to the published schedule on Zetron's public-facing web site. Most classes can be made available onsite.

Technical classes include both operation and technical content, but focus on technical function, installation, configuration/programming, and maintenance of Zetron system and console equipment. Technical training is intended for electronic technicians and/or engineers and system administrators. Refer to each class course description for details.

4.6.3. Operation Training

Operation classes are available for any of Zetron's system-level product lines. These classes are not conducted at Zetron's factory independently of technical training, but rather are made available onsite.

Operation classes are geared for operators and dispatchers, the end-users of Zetron's systems. These classes cover basic system operation and communication. Refer to each class course description for details.

4.6.4. Operation Train-the-Trainer

Operation train-the-trainer classes are available for any of Zetron's system-level product lines. These classes are only available onsite.

Operation train-the-trainer classes enable end-users to train their own team members on system operation.

4.6.5. Preventive Hardware Maintenance

A Zetron factory-qualified technician will provide onsite assessment of installed, operational Zetron system equipment and recommend which items, if any, should be replaced. This applies to functioning equipment as well as spares. Components may include Zetron Products and Zetron Accessories. Through this service, recommended Zetron-manufactured replacement parts will be available at 50% of their published list price. This service does not apply to system expansion.



Phone: (425) 820-6363

Fax: (425) 820-7031

Email: zetron.orders@zetron.com

Date:	March 19, 2023	Quote: TWGRoseville011923_2B Customer #: 410360			
Company:	City of Roseville c/o Karl Grover 316 Vernon Street, Suite 300 Roseville, CA 95678				
Attention:	Karl Grover	System ID: 234973			
Phone:	(916) 774-5145				
Email:	kgrover@roseville.ca.us				
		USD		USD	
Part	Description	List Price	Discount 5%	Qty	Net TOTAL

1. Acom Communications System:

Five Year Gold Warranty Maintenance Service Plan for the City of Roseville Acom System as follows:

Year 6	\$55,501.00	1	\$55,501.00
Year 7	\$58,831.06	1	\$58,831.06
Year 8	\$62,360.92	1	\$62,360.92
Year 9	\$66,102.58	1	\$66,102.58
Year 10	\$70,068.73	1	\$70,068.73

Five Year Gold Warranty, Acom Years 6-10, 17 August 2023 through 16 August 2028 plus PC refresh for 13 positions	\$312,864.30	-\$15,643.21	\$297,221.09
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- Notes:**
- 1) Renewal Rates are good for this quotation. Renewal rates are subject to change.
 - 2) Each annual installment of the Gold Maintenance Service Plan fee is due to Zetron prior to the beginning of each 12-month service plan.
 - 3) Any Service Plan fee is due net 30 days from the date of Zetron's invoice.
 - 4) Note: Prices do not include any sales tax that may be applicable. Taxes are not included in the above amounts. Invoice totals shall include any applicable taxes.

Expiration: Quotation is valid for 90 days from quotation date

SYSTEM SALES CONTRACT

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List of Schedules

The following Schedules are incorporated into this Contract:

Schedule A	City of Roseville Terms and Conditions
Attachment A	Insurance Requirements
Schedule B	Statement of Work
Schedule C	Point by Point Compliance
Schedule D	Solution Architecture
Schedule E	Delivery / Payment Schedule
Schedule E-1	May 22, 2017 Cost Proposal
Schedule F	Acceptance Test(s)
Schedule G	Change Order
Schedule H	Labor and Materials Payment Bond

This agreement (the "Contract" or the "Agreement") is entered into, by and between City of Roseville, a municipal corporation having a place of business at 316 Vernon Street, Roseville, California, ("Customer") and Zetron, Inc., a corporation having its headquarters at 12034 134th Ct. NE, Redmond, Washington 98052 USA ("Zetron") for the provision of the Work to Customer.

Whereas Customer has requested and Zetron agrees to provide the Work to Customer described in this Contract in accordance with the terms of this Contract;

In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Zetron hereby agree as follows:

1) Definitions

In this Contract, the following terms shall have the meaning as described below:

"Acceptance Test(s)" means the Acceptance Test(s) as described in Clause 12 (b) of this Contract.

"Affiliate" means, with respect to any entity, any other entity controlling, controlled by or under common control with such entity.

"Bug Fix" means a revision to software/firmware in the event that an error is found that prevents the Zetron Communications System from permanently functioning as stated in Zetron's system specifications. Bug fixes do not include any additional functionality or upgrades unless otherwise determined by Zetron in its sole discretion.

"Change Order" means a change to this Contract that is requested by one party, and approved by both parties through a change order form as described in Schedule G.

"Contract" means this agreement between Customer and Zetron that includes all amendments and schedules hereto.

"Contract Price" means the final price quoted to Customer for Zetron to perform the Work and deliver the Zetron Communications System as described in this Contract. As of the effective date of this Contract, the Contract Price is described in Schedule E.

"Customer Equipment" means the computer and telecommunications equipment owned or leased by Customer that is necessary to provide the Work; provided, however, Customer Equipment shall not include any equipment supplied by Zetron under the Contract. Customer Equipment includes the following: (i) computer equipment and associated attachments, features, accessories, peripheral devices, and other equipment; (ii) telecommunications equipment, including private branch exchanges, multiplexers, modems, hubs, bridges, routers, and other telecommunications equipment; and (iii) related services (e.g., maintenance and support services, upgrades, subscription services) provided by third parties (e.g., vendor, manufacturer, lessor) in the same contract covering the provision of such equipment.

"Dispute" means the process described in Clause 6 of this Contract.

"FAT Certificate" means the signed Certificate of Delivery – (FAT) that constitutes Customer's acceptance of the Zetron Communications System for shipment.

"Provisional Acceptance" means the Factory Acceptance Test ("FAT") or Site Acceptance Test ("SAT") has been completed but minor deliverables must be completed by Zetron, which do not materially affect the operation of the Zetron Communications System.

"SAT Certificate" means the signed Certificate of Delivery – (SAT) that constitutes final acceptance and beneficial use of the Zetron Communications System by Customer. Customer's signing of this document triggers the last payment milestone. The Warranty Period starts on the date the SAT is completed.

"Successive Warranty Period" means any warranty period purchased by Customer that is beyond the initial Warranty Period.

"Term" shall mean the term of this Contract which shall begin on the date first listed above and end at the end of the initial Warranty Period unless otherwise terminated according to the terms of this Contract.

"Third Party Software" means any software owned or licensed by a third party that is included with the Zetron Communications System and that is provided under license by a third party.

"Warranty Period" means the initial one (1) year period following completion of the SAT.

"Work" means all required articles, materials, supplies, goods, and services to be supplied by Zetron under this Contract.

"Zetron Business Hours" means Zetron's normal working hours of 6:00 A.M. to 5:00 P.M. Pacific Time, Monday – Friday, excluding Zetron recognized holidays.

"Zetron Communications System" means the Zetron communication system(s) as described in Schedule B.

"Zetron Software" means the Zetron proprietary software for the Zetron Communications System.

2) Applicable Laws

- (a) This Contract shall be governed by the laws of the State of California, without regard to its conflicts of law principles.
- (b) Both parties agree to comply with all applicable laws, orders, rules, regulations, and ordinances of the United States and, if applicable, the country where Zetron will be performing the Contract. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

3) Assignment and Subcontracting

Except for delegating certain duties by Zetron to one or more of Zetron's qualified Affiliates or qualified subcontractors in the normal course of Zetron's business and except for an assignment by either party to a successor in interest resulting from a merger, consolidation, reorganization or sale of all or substantially all of the party's assets or stock related to such party's performance under this Contract, any assignment of either party's Contract rights or delegation of duties shall be void, unless prior written consent is given by the other party. Any permitted assignee of this Contract must agree in writing to be bound by all the terms of this Contract.

4) Changes and Work Outside Scope

- (a) Either party may request a Change Order to this Contract. Change Orders include, but are not limited to, changes to deliverables, pricing, equipment, project schedule, scope of work, and service options. Written approval by authorized representatives of both parties is required for a Change Order to take effect. Such Change Orders shall be incorporated into this Contract.
- (b) If any Change Order causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, Customer and Zetron shall mutually agree to an adjustment in the Contract Price or delivery schedule or both. Changes to the delivery schedule may be subject to a price adjustment.
- (c) Failure to agree to any adjustment shall be resolved in accordance with the Disputes clause of this Contract.
- (d) If Zetron provides additional work outside the scope of the Contract, Customer will be charged at Zetron's then-current time and materials rate.

5) Default

Customer or Zetron, by written notice, may terminate this Contract for default, in whole or in part, if the other party fails to comply with any of the material terms of this Contract. The breaching party shall have thirty (30) days (or a longer period, if authorized in writing) to cure any such failure after receipt of notice from the other party, except in the case of any nonpayment, the cure period will be five (5) days.

6) Disputes

- (a) Any dispute, controversy, or claim arising out of or relating to this Contract or a default, termination, or invalidity hereof, shall first be submitted to an executive officer of each party responsible for this Contract for resolution during the thirty (30) days following notice of such dispute and, if not resolved, shall be settled by arbitration by a single arbitrator under the rules of the American Arbitration Association. The place of the arbitration shall be Roseville, California. The language to be used in the arbitral proceedings shall be English. Judgment of the arbitrator shall be final and nonappealable and may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of the enforcement. Except as otherwise provided in this Contract, each party shall bear its own expenses of the arbitration, but the fees and costs of the arbitrator shall be borne equally between the parties participating in the arbitration and the arbitrator shall award attorneys' fees to the party that prevails in the dispute.
- (b) Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the requesting party with copies of documents relevant to the issues raised by any claim or counterclaim. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator, whose determination shall be conclusive. All discovery shall be completed within thirty (30) days following the appointment of the arbitrator.

- (c) Except for any claims by Zetron for nonpayment, neither party may bring any action or claim, regardless of form, arising out of this Contract more than four years after the cause of action accrues regardless of whether such party knew or should have known of the accrual of any such cause of action.
- (d) Notwithstanding the foregoing, in the event of a breach or threatened breach under the Confidential Information or Intellectual Property provisions of this Contract, either party may forego arbitration under this provision and seek immediate judicial and equitable remedies, including, but not limited to, injunctive relief or specific performance.

7) Excusable Delay

- (a) Zetron shall be excused from, and shall not be liable for, failure of performance due to one or more of the following qualifying events:
 - (i) War; warlike operation; insurrection; terrorism; riot; fire, flood, explosion, accident, governmental act; material control regulations or orders; acts of God; act of the public enemy; utility failure; epidemic; quarantine restriction; strikes, and any other acts beyond Zetron's reasonable control;
 - (ii) The Contract will be extended for that period of time attributable to such event.

8) Export Control

- (a) Zetron and Customer agree to comply fully with all applicable U.S. or other government export control laws and regulations as they may apply to any hardware, software, information, technical data or the direct product of such information, furnished to the other party under this Contract. Zetron and Customer agree that they will not permit the re-export of any of the above items including to foreign nationals employed by, associated with, or under contract to them or their lower-tier suppliers without the authority of any required export license or applicable license exception.
- (b) Zetron and Customer shall immediately notify the other party if they are listed in any denied parties list or if their export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. governmental entity or any other governmental entity or agency.

9) Indemnification

- (a) Subject to the terms of this Contract, Zetron shall indemnify Customer, its officers, employees and agents against all liability that may result from all claims, actions, suits, or damages finally awarded including without limitation reasonable attorneys' fees, related to injury or death of any person or damage to or loss of any property caused by Zetron's gross negligence or willful misconduct in the course of performance of this Contract.
- (b) Subject to the terms of this Contract, Customer shall indemnify Zetron, its officers, employees and agents against all liability that may result from all claims, actions, suits, or damages finally awarded including without limitation reasonable attorneys' fees, related to injury or death of any person or damage to or loss of any property caused by Customer's gross negligence or willful misconduct in the course of performance of this Contract.

10) Independent Contractors

Zetron is an independent contractor in all its operations and activities hereunder.

11) Confidential Information

Confidential or proprietary information provided by the disclosing party to the receiving party remains the property of the disclosing party. The receiving party agrees to comply with the terms of any confidential disclosure agreement with the disclosing party and to comply with all proprietary information markings and restrictive legends applied by the disclosing party to anything provided hereunder to the receiving party. The receiving party agrees not to use any such information provided by the disclosing party for any purpose except to perform this Contract and agrees not to disclose such information to any third parties, except for Affiliates that need to know such information related to this Contract, without the prior written consent of the disclosing party.

12) Inspection and Acceptance

- (a) Customer may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment provided Customer must reasonably arrange in advance with Zetron for such inspection.

No such inspection shall relieve Zetron of its obligations to furnish all Work in accordance with the requirements of this Contract. Customer's final inspection and acceptance shall be at Customer's facilities as described in Schedule F unless otherwise specified in this Contract.

- (b) The procedures for the FAT and SAT are as described in Schedule F. For Acceptance Tests, Customer and Zetron shall each make any preparations and supply any Zetron-required items. Customer must send any Customer-supplied equipment in its entirety, unless otherwise mutually agreed, to Zetron's facility at Customer's expense to enable Zetron to integrate said equipment into the Zetron Communications System. In the event Customer has not supplied any Customer-required materials or Customer Equipment, or completed any facility installation requirements listed in the Statement of Work or the Acceptance Test(s), or made themselves available for any Acceptance Test(s) that require their participation, completion of the Acceptance Test(s) shall be extended by the number of days required for completion of such requirements. The Acceptance Tests shall be performed by Zetron and are designed to evaluate that the Zetron Communications System performs and is manufactured in accordance with this Contract and Zetron's specifications. If the Zetron Communications System does not meet all such requirements, Zetron shall, at Zetron's expense, have up to thirty (30) days to make such changes or modifications to meet such requirements. Customer shall not unreasonably withhold or delay acceptance of the FAT or SAT criteria or the FAT or SAT. In the event that any of the Acceptance Tests identify area(s) of nonconforming performance that do not materially affect the operation of the Zetron Communications System, Customer shall agree to Provisional Acceptance and Zetron shall promptly remedy such nonconformance on a mutually agreed schedule. For the FAT, Zetron shall remedy the nonconformance before the SAT is conducted. Only the nonconforming component(s) of any of the Acceptance Tests shall be retested. Customer may, but is not required to, observe the FAT but Customer must observe the SAT. Sample FAT and SAT certificates are attached to Schedule F. The signed FAT and SAT Certificates will be made a part of this Contract.

13) Insurance or Entry on Customer's Property

Zetron shall procure and maintain insurance as prescribed in Attachment A to Schedule A, attached hereto and incorporated herein by reference.

14) Payment Bond

Within fourteen (14) days of execution of this Contract, Zetron shall furnish to the City a Labor and Materials Payment Bond as provided in Schedule H. The Labor and Materials Payment Bond shall apply only to installation of dispatch consoles as identified in Zetron's cost proposal. The City shall release such Labor and Materials Payment Bond at the completion of such installation.

15) Intellectual Property

- (a) Unless otherwise agreed by Customer and Zetron in writing, Customer agrees and understands that Zetron shall be the owner of all intellectual property rights in all deliverables related to this Contract and all inventions, technology, designs, works of authorship, mask works, technical information, Zetron Software, Work, business information, and other information conceived, developed, or otherwise generated in the performance of this Contract by or on behalf of Zetron. Customer hereby assigns and agrees to assign all right, title, and interest in the foregoing to Zetron, including (without limitation) all copyrights, patent rights, and other intellectual property rights therein and further agrees to execute, at Zetron's request and expense, all documentation reasonably necessary to perfect title therein in Zetron and that all such subject matter will be deemed confidential or proprietary information of Zetron and subject to the protection provisions of the clause entitled *Confidential Information*.
- (b) Any Zetron Software provided under this Contract is licensed, not sold, to Customer under the terms of Zetron's then-current standard license agreement for such Zetron Software, a copy of which is included with the Zetron Software or included as part of the installation of the Zetron Software, and incorporated into this Contract. Any Third Party Software shall be subject to the license agreements of such Third Party Software vendors. Upon request by Customer, Zetron shall provide all documentation supporting such licensing rights, including copies of licenses granted by Zetron's suppliers to Zetron.
- (c) Zetron warrants that the Work supplied or performed by Zetron and delivered under this Contract will not infringe or otherwise violate the U.S.-based intellectual property rights of any third party. Zetron agrees to defend, indemnify, and hold harmless Customer and its customers from and against any claims, damages, losses, costs, and expenses finally awarded, including reasonable attorneys' fees, based on a claim that the Work performed or delivered under this Contract infringes or otherwise violates the U.S.-based intellectual property rights of any person or entity.
- (d) Zetron represents, warrants and covenants that it is either the owner of, or authorized to use, all of the Zetron Software and/or any Third Party Software that is used or to be used in connection with the Work it will supply in accordance with this Contract.

16) Language and Standards

All reports, correspondence, drawings, notices, markings, and other communications shall be in the English language. The English version of the Contract shall prevail. Unless otherwise provided in writing, all documentation and Work shall use the units of U.S. standard weights and measures.

17) Packing and Shipment

All Work is to be packed in accordance with good commercial practice to prevent damage during shipping. For all Work to be supplied by Zetron, unless otherwise specified, delivery shall be EX Works Zetron's facility. All references to delivery and/or scheduled delivery, schedules and similar terms in the Contract shall mean the date Zetron ships the Zetron equipment to Customer.

18) Payments, Taxes, Duties, and Contract Price

- (a) Where applicable, invoices shall be based on completion of milestone dates in Schedule E, Delivery / Payment Schedule. Unless otherwise agreed, terms of payment shall be net thirty (30) days from date of Zetron's invoice. Credit card payments are not permitted under this Contract unless otherwise agreed by Zetron in writing.
- (b) Unless otherwise stated, the Contract Price stated in the Contract is firm and fixed in U.S. dollars and is payable in U.S. dollars. Prices do not include any applicable federal, state, provincial, national, and local taxes, or duties, tariffs, and similar fees imposed by any government, all of which shall be paid by Customer. Prices shall not include any taxes, impositions, charges, or exactions for which Customer has furnished a valid exemption certificate or other evidence of exemption.

19) Precedence

In the event of a conflict between this Contract and the Schedules to this Contract, the Schedules shall control, except in the event of a conflict between Clause No. 25, Limitation of Liability, of this Contract and any provisions in any Schedules to this Contract, Clause No. 25 shall control. In the event of a conflict among the Schedules, the Schedules shall control in the order listed.

20) Survivability

If this Contract is terminated, neither Zetron nor Customer shall be relieved of those obligations contained in this Contract for the following provisions:

- Applicable Laws, Clause No. 2
- Disputes, Clause No. 6
- Export Control, Clause No. 8
- Indemnification, Clause No. 9
- Confidential Information, Clause No. 11
- Intellectual Property, Clause No. 15
- Warranty, Clause No. 22
- Limitation of Liability, Clause No. 25

21) Waiver, Approval, and Remedies

Failure by either party to enforce any of the provisions of this Contract shall not be construed as a waiver of the requirements of such provisions, or as a waiver of the right of such party thereafter

to enforce each and every such provision. The rights and remedies of the parties in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity unless otherwise stated in this Contract.

22) Warranty

Customer assumes responsibility for the selection of the Zetron Communications System and Work to achieve Customer's or its end user's intended results and for the results obtained from the Zetron Communications System and Work. If Customer has provided Zetron with any requirements, specifications or drawings, or if Zetron provides Customer with such materials, such materials are provided solely for Customer's convenience and shall not be binding on Zetron unless agreed contractually by Zetron. UNLESS AGREED CONTRACTUALLY BY ZETRON, ZETRON DOES NOT WARRANT THAT THE ZETRON COMMUNICATIONS SYSTEM OR WORK WILL MEET CUSTOMER'S OR ITS END USER'S REQUIREMENTS OR SPECIFICATIONS OR THAT OPERATION OF THE ZETRON COMMUNICATIONS SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE. During the Warranty Period, and SUBJECT TO THE LIMITATIONS SET FORTH BELOW, Zetron warrants that the Zetron Communications System and Work furnished pursuant to this Contract shall conform to Zetron's specifications and all applicable requirements of this Contract and will be free from material defects in material and workmanship. For Customer's convenience, Zetron may purchase and supply additional items manufactured by others. In these cases, although Zetron's warranty does not apply, Customer shall be the beneficiary of any applicable third party manufacturers' warranties, subject to the limitations therein. Zetron's warranty covers parts and Zetron factory labor. Customer must provide written notice to Zetron within the Warranty Period of any defect. If the defect is not the result of improper or excessive use, or improper service, maintenance or installation by Customer or its agents, and if the Zetron Communications System has not been otherwise damaged or modified by Customer or its agents, Zetron shall, AS ZETRON'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, either repair or replace the defective items, reperform the Work or refund the purchase price for the defective item(s), at Zetron's option, after return of such items by Customer to Zetron. Transportation of replacement defective items and return of nonconforming defective items shall be at Zetron's expense. No credit shall be allowed for work performed by Customer. Any non-defective items shall be returned at Customer's expense, and testing and handling expenses shall be borne by Customer. For any repaired or replaced items of the Zetron Communications System, the Warranty Period shall be for the longer of the original Warranty Period or thirty (30) days following such repair or replacement. If the original warranty runs out prior to the purchase of any successive warranty, Customer shall pay all amounts that would have been due had Customer kept the items under warranty during such entire period. Out-of-warranty repairs will be invoiced at the then-current Zetron hourly rate plus the cost of needed components. THE FOREGOING WARRANTY AND THE THIRD PARTY MANUFACTURERS' WARRANTIES, IF ANY, ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR ARISING UNDER LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING.

Zetron's warranty does not include technical telephone support. Such support is available only through the purchase of a Zetron maintenance service plan that includes this support.

23) Notices

Any notice required to be given hereunder shall be either served personally or sent via facsimile or certified mail, return receipt requested, to the parties at their respective address or fax number set forth below or as amended by proper notice. Any notice by facsimile shall be deemed to have been sufficiently given on the day of dispatch if sent during the receiving party's normal business hours or the day after if sent after hours, provided a successful transmission report has been produced. A copy of the notice may be sent via e-mail but the original must be sent as described above.

CUSTOMER

City of Roseville
316 Vernon Street, Suite 300
Roseville, CA 95678

Attention: Karl Grover, Project Manager

Phone: 916-774-5145

Facsimile:

E: mail: kgrover@roseville.ca.us

ZETRON

Zetron, Inc.
P.O. Box 97004

Redmond, WA 98073-9704

Attention: Brent Dippie, Pres./C.E.O.

Phone: 425-820-6363

Facsimile: 425-823-0861

E: mail: bdippie@zetron.com

24) Entire Agreement; Counterparts; Electronic and Facsimile Delivery

- (a) The Contract, including any schedules and exhibits, constitutes the entire agreement between the parties with respect to the subject matter described in this Contract and supersedes all prior or contemporaneous agreements, whether written or oral, with respect to the subject matter contained in this Contract. Any additional or differing terms or conditions which may be proposed by Zetron or Customer or included in any other documents, including but not limited to purchase orders, not included in this Contract shall have no effect unless accepted in writing by Customer and Zetron.
- (b) This Contract may be executed in two or more counterparts, all of which when taken together shall constitute one and the same agreement and in the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of that party with the same force and effect as delivery of original signatures.

25) Limitation of Liability

EXCEPT FOR ANY AMOUNTS DUE TO ZETRON UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S LIABILITY INCLUDE CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDIES IN THIS CONTRACT FAIL OF THEIR ESSENTIAL PURPOSE. NEITHER PARTY'S LIABILITY SHALL IN ANY EVENT EXCEED ONE MILLION DOLLARS (\$1,000,000.00)

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. 17-315, adopted by the Council of the City of Roseville on the 5th day of July, 2017, and Zetron has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: [Signature]
ROB JENSEN
City Manager

ATTEST:

BY: [Signature]
SONIA ORZCO
City Clerk

APPROVED AS TO FORM:

BY: [Signature]
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

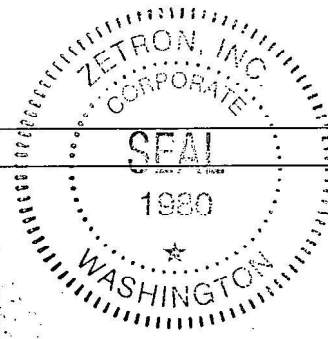
BY: [Signature]
HONG SAE
Chief Information Officer

ZETRON, INC., a Washington corporation

BY: [Signature]
its: PRESIDENT & CEO

and

BY: [Signature]
its: [Signature]



SCHEDULE A

CITY OF ROSEVILLE TERMS AND CONDITIONS

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice. Upon termination, the City shall pay to Contractor the dollar amount equal to the percentage of Work performed by Contractor as of the termination date multiplied by the Contract Price minus any amounts previously paid by the City under the Contract, plus reasonable additional expenses incurred by Contractor related to the termination and submitted to the City with adequate documentation.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. 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.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. 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.
13. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
14. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
15. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
16. 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.
17. 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.

ATTACHMENT A

ATTACHMENT A

HUMAN RESOURCES/RISK MANAGEMENT DIVISION INSURANCE REQUIREMENTS – SERVICE AGREEMENT GENERAL

Required Coverage:

- General Liability: \$1,000,000 per occurrence
\$2,000,000 aggregate
Personal Injury:
\$1,000,000 per occurrence
\$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit
- Workers' Compensation: Statutory

- *Policies must be primary and non-contributory except for workers' compensation policy
- *Policies must contain a waiver of subrogation
- *A 10 day notice of cancellation must be provided
- *The Contractor is responsible for all self-insured retentions and deductibles under Contractor's policies.
- *All Self Insured Retentions must be listed on the certificate.

Required Documentation:

- A certificate(s) of insurance listing the required coverage naming as certificate holder:

The City of Roseville
Insurance Compliance
PO Box 12010-R1
Hemet, CA 92546-8010

- Additional Insured Endorsement- 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
- Waiver of Subrogation Endorsements
- Primary and Non-Contributory Coverage Endorsement – CG 20 01 04 13 or an equivalent

All documentation needs to be provided using one of the following methods:

- A. By email to roseville@ebix.com
- B. By fax to (770) 325-5727

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

SCHEDULE B
STATEMENT OF WORK

ZETRON, INC.

Response to City of Roseville, CA
Response for Proposals
800MHz Radio System Replacement

TAB E: Project Plan

March 2, 2017

Table of Contents

Section 1 General Information

Section 2Site Assumptions and Customer Deliverable

Section 3 Zetron Deliverables

Section 4Sample Project Gnatt Schedule and Timeline

1. General Information

This Statement of Work (or "SOW") and its accompanying appendices, if applicable, define the responsibilities of Zetron and its customer listed below during the construction of the Zetron Communications System (the "System") under the applicable system sales or other written agreement between Zetron, Customer, and any other contracting party ("Contract"). Tasks to be performed by others are included in this document for informational purposes.

In all cases, the most recent Statement of Work will be the actual document for the construction of the System.

1.1. Project Identification

Identifying Project Name	City of Roseville, CA
End User	City of Roseville, CA
Customer	City of Roseville, CA
Customer's Address (for correspondence)	tbd
Customer's Project Manager	tbd
Customer's P.O. #	tbd
Contract Name, Contract Number, and Contracting Parties	tbd
Ship to Address	tbd
Change Order Process	Zetron's change order form and process, unless otherwise mutually agreed.

1.2. Reference Documents

Enter any relevant contract / information or other related references, i.e. Purchase Order (P.O.) #, MSP, technical references, installation manual, etc. (as necessary).

1.3. Delivery Schedule

Zetron and its subcontractor(s), if applicable, shall create a delivery schedule that meets the delivery requirements under the Contract. If the Contract did not contain a written delivery schedule, the completed, written delivery schedule shall be incorporated into the Contract.

1.4. Interrelationships

Zetron reserves the right to use subcontracted services. Zetron must have access to the end-user for purposes of development efforts and project progression for the mutual benefit of all parties.

1.5. Equipment

Zetron will manufacture, configure, and test Common Control Equipment (CCE) and Operator Position Equipment (OPE) including the hardware and software identified in this section.

The System shall include interface cards, sub-rack assemblies, cabinets, and cabling to support the following:

The AcomNOVUS console systems proposed for City of Roseville, CA, consists of a single AcomNOVUS core at the City of Roseville Dispatch Center.

The AcomNOVUS Core consists of Media Controller Servers (MCS) and Infrastructure Gateway (IG) servers. The system components are deployed in a redundant configuration to maximize up-time and prevent a single point of failure from compromising operation. This includes servers deployed in pairs to host redundant services and withstand a server or service fault. It also includes a network switch stack with redundant links to each server. The individual AcomNOVUS console positions and various communication gateways are connected to portal services hosted in the Acom Core over IP networks.

Communications to external resources are configured as:

P25 RFSS CSSI voice paths will be made through the redundant Infrastructure Gateway (IG) servers, augmented with the standard CSSI interface feature set.

Conventional radio, and Control station interfaces will be provided through the Acom Radio Gateways (ARGs).

System Configuration

The Zetron proposal includes Acom full feature console positions with advanced dispatcher capabilities. It also includes all AcomNOVUS core equipment needed to interface to external communication resources, as well as management hardware and software to manage and configure the system and console positions (as specified below).

Console Positions

Each of the ten (10) full feature console positions consists of:

- One (1) x PC workstation with one (1) 22" touch-screen monitors for running the ACS console application. (Larger screen sizes are available if required).

- One (1) x Acom Media Dock XS.
- Four (4) x Zetron Acom speakers with individual volume controls (1 x Select and 3 x Unselected).
- Two (2) x Headset jack boxes (dual-prong interface for headset control with dual volume controls).
- One (1) x Footswitch.
- One (1)x Desktop Microphone
- One (1) x Acom Console Software (ACS) application with Pro Console license. This includes the following feature licenses:
 - Base Acom Console License
 - Advanced Radio Control License
 - Tone Signaling / Paging Feature Set License
 - Telephony Feature Set License
 - Call System License
 - Auxiliary I/O License
 - Integrator IRR Client License

AcomNOVUS Core Equipment

The AcomNOVUS Core equipment at the City of Roseville Dispatch Center location consists of:

- Media Controller Servers (MCS) and applicable software, which provides console management, control and supports up to 25 x console connections.
- Infrastructure Gateway (IG) servers and applicable software, which supports twenty (20) CSSI talkpaths.
- Licenses for AES Encryption at each console.
- AcomNOVUS Surveyor Network Management System (NMS) server for system configuration and operational monitoring and reporting.
- Thirty (30) control stations interfaces supported by fifteen (15) Acom Radio Gateways.

- Five (5) Acom Radio Gateways to interface with up to ten (10) EF Johnson VM600 control stations (control stations to be supplied, installed, configured and maintained by EFJohnson).
- One (1) Acom Pathway DFSI Gateway to interface to a DFSI base station/repeater (base station/repeater to be supplied, installed, configured and maintained by Roseville).
- Seventy-one (71) SIP logging recorder outputs supported by AcomNOVUS Media Controller (MCS) Server.
- Console integration and Interoperability testing at EFJohnson headquarters (assume North America location for 1 week testing).

1.6. Services

Project management (development of a Project Timeline and System Test Plan, Factory Acceptance Testing, documentation, and standard 1 year factory warranty), on-site training, and on-site installation will be provided by Zetron.

Installation will be completed in a single contiguous trip. Technical training will be completed in a single contiguous trip. Operational training will be completed in a single contiguous trip. Expenses and labor incurred for additional trips caused by the delay of other parties will be billed through the change order process or billed separately, and subject to prior authorization by Customer Project Manager.

1.7. Functionality

A fully redundant System with standard functionality.

1.8. Customer-Supplied Equipment

Any Customer-supplied equipment must be in working order and sent in its entirety, unless mutually agreed, to Zetron's facility at Customer's expense to enable Zetron to integrate said equipment into the System.

1.9. Project Management

Project management is an ongoing activity required of all parties for successful integration of the equipment. Zetron will assign a primary project manager ("Zetron Project Manager") who will manage the project. All Zetron subcontractors will report to the Zetron Project Manager, who will in turn liaise with Customer. Customer will be required to provide a project manager to act as a

single point of contact for the implementation of this SOW. Project Managers will be responsible for contract administration, scheduling, and monitoring progress of the assigned deliverables of their respective organizations. Formal communications must be channeled through the project managers. Formal communications are not to be routed directly between subcontractors and Customer, except as otherwise specifically stated in the Contract.

1.10. Project Kick-Off Meeting

A project kick-off meeting will be scheduled before System manufacture begins. This meeting is a working session, which uses the Contract, Statement of Work, and other pertinent documents as the basis for fully developing the implementation plan.

Contract clarification and project change order procedures will be addressed, and a formal process will be implemented for communicating any and all information that clarifies the Contract.

The implementation schedule will be clarified during the meeting. At the conclusion of the meeting all tasks will be clearly defined, with all parties understanding what is expected of them.

1.11. Project Planning

Zetron will prepare a project plan that defines the management processes, procedures, and project timeline that will be followed to deliver the System and services described in the Contract. The project plan is an internal document and will include a description of the support services to be provided by Zetron. The project plan may be submitted to Customer. The project plan will be used to guide all of Zetron's activities and to monitor and track Zetron's progress against the timeline and milestones established in the plan. The project plan will include a discussion and details on the following major elements:

- Project scope (includes an overview, definitions and glossary, project summary, roles and responsibilities, etc.)
- Project management (includes approach, project organization, project manager and task leaders, Zetron design reviews, schedule, project meetings (person-to-person and remote via telephone), acceptance criteria, etc.)
- System deliverables (includes descriptions of equipment being provided and information on System requirements, etc.)

- Installation plans and schedule (includes information on the site survey, site installation plans, site preparation, and schedule for equipment deployment and installation)
- Testing and acceptance (includes testing, optimization, and the acceptance process, including implementing the acceptance test plan)
- Documentation and publications (includes a description of general requirements and a summary of documentation deliverables)
- Training (includes training plan, training course syllabi, and a description of recommended training materials)
- Support (includes warranty service and maintenance service plans following beneficial use of the System by Customer, which begins upon successful completion of the Site Acceptance Test (SAT))

1.12. Change Orders (Modifications)

Zetron and Customer shall follow Zetron's change order process unless otherwise mutually agreed.

1.13. Site Surveys

Zetron may survey the facilities where the equipment will be installed. The purpose of the survey is to provide information to Zetron of obvious site-specific requirements. It may include a meeting to discuss programmatic and technical issues such as:

- Schedules
- Milestones
- Zetron procedures

1.14. Preliminary Design Review (PDR)

A Preliminary Design Review (PDR) will be completed to capture the technical specifications of the design and when finalized and approved, serves as an authorization to proceed. The PDR is considered a "Pass" if the participants agree they have a reasonable approach to the System design and have obtained design consensus. It is possible that at this point there may still be some minor outstanding design issues to resolve.

1.15. User Interface

Zetron will work with Customer to design the Graphical User Interface (GUI) screen configurations for the System. Design efforts will take place at 30%, 60% and 100% completion of System design. At the conclusion of these efforts, GUI screen configuration must be reviewed and accepted by Customer before FAT can begin. Labor spent on changes to the screen configuration after 100% completion of System design will be billed through the change order process. Customer will designate a single point of contact for design development.

1.16. Integration of Systems

The System will not be enabled to interface with Customer's telephone, radio and/or CAD systems unless specified elsewhere in this Contract. (Integrations included are in section 1.5 under the heading AcomNOVUS Core Equipment.)

1.17. User Training

Training will be provided as required to ensure that all dispatch personnel have a functional knowledge of the System operation. The training plan will be mutually agreed between Customer and Zetron.

End of Section 1

2. Site Assumptions and Customer Deliverables

2.1. Building/Construction Permits and Licenses

Customer is responsible for any permits, licenses, or applications for the site(s) where the System will be installed. Zetron will supply Customer with information regarding the System that is required to complete the permit and license applications. No engineering or licensed professional engineering certifications are included in Zetron's proposal to Customer or the Contract, but if requested by Customer, these certifications may be provided as change orders. This includes, but is not limited to: electrical, heating, ventilation, cooling, plumbing, structural, environmental, and seismic.

Zetron has neither included in its proposal nor accepts any responsibility for changes in the SOW that might be required by any city, county or state permit approval agency and would impact either the permit application process or the

actual work to be completed as outlined. Any such changes or upgrades of pre-existing conditions identified as required to meet current city, county, state or other applicable codes will be changes to the SOW and handled as change orders.

2.2. Authorizations

Customer must identify the person(s) with signatory authority for change orders, Contract modifications, milestones, and payment authorizations.

2.3. Requests for Information

Customer shall provide information necessary for design of the System. This includes but is not limited to: Floor layouts, furniture specifications, existing system interfaces & GUI, radio, administrative telephone, call groups, logger, digital I/Os, alarms, demarcation & punch block configuration.

2.4. Database Configuration Files

Customer is responsible for obtaining all current configurations used in their existing communication system that may be utilized in the System. The information includes, but is not limited to: Paging tones and codes, trunked radio talk-groups and ID's, site locations and frequencies, individual signaling databases, alias, and speed dial.

2.5. Database Entry Requirements

Customer is responsible for creating large database files in a suitable format for import into the console system. The effort will include, but is not limited to: Paging tones and codes, trunked radio talk-groups and ID's, site locations and frequencies, individual signaling databases, alias, and speed dial. Zetron will assist with the import process to properly input the initial database entries.

2.6. Database Accuracy

Customer is responsible for the accuracy of all database entries. This includes submitting accurate information for entry into the appropriate database. Prior to System cutover, Customer is responsible for verifying the data and testing the results, e.g., page each field unit to ensure the accuracy of the entries. An error report should be kept by the console operators for submitting error corrections to Customer's system administrator, dispatch supervisor, or a designated individual trained to update and correct each database, as an ongoing effort after the initial entry.

2.7. Site Preparatory Responsibility

Customer is responsible for preparing the facility and/or radio infrastructure for installation of the System. This duty is Customer's as they are responsible for maintaining the dispatch infrastructure. Items that are Customer's responsibility include, but are not limited to, installation of building wiring as needed, including all UPS, line protectors, line conditioners, and surge protectors, cross-connections to the network (e.g., E1 or T1 links between the center and the radio network, leased lines, T1 and/or 4W interfaces to connect remote operator positions and their audio streams to the CCE), Demarcation Line level specification testing and repair, radio and telephone interface wiring, cable pulls (e.g., between the CCE and console positions), furniture modifications and installation of custom monitor mounting, lighting, single point grounding, cabling from demarcation to the System.

Customer is responsible for confirming with Zetron cable type and cable run lengths to ensure specification compatibility. Customer is responsible for confirming site readiness prior to deployment.

2.7.1. Site Deficiencies

Customer is responsible for correcting at its expense all site deficiencies identified by Zetron or others.

2.7.2. Floor Layout

It is the responsibility of Customer to provide appropriate space to house Zetron's fixed equipment. No work will proceed without Customer's written approval of equipment placement.

2.7.3. Electrical

Customer must provide adequate electrical power. Customer will also provide all uninterruptible power supply (UPS) sources, and surge suppressors as required unless otherwise stated within this Contract. All of the equipment in the System has been designed to operate on 120VAC/60Hz commercial power. Customer must provide AC power for each console location and the fixed network equipment. All outlets for the consoles must be installed within six (6) feet of the proposed equipment installation locations. Customer will have outlets for the Common Control Equipment cabinets installed as receptacles directly above or below the footprint of the cabinets. If Customer positions the outlets below, Customer will provide appropriate access through raised floors directly below the cabinet footprint. The exact number of receptacles required will be determined prior to PDR.

Locking receptacles are the responsibility of Customer. If overhead locking receptacles are used for equipment power, it will be the responsibility of Customer to supply and install UL approved locking plugs for the multiple outlet AC surge protector power cords. Customer must confirm in writing that each of these circuits was tested and is currently ready for the Zetron installation by providing a signed report listing the results of testing. Zetron will not connect to any circuit deemed not suitable as outlined in the Zetron requirements' specifications. Zetron will not be responsible for correcting these deficiencies.

2.7.4. Grounding

A single-point terra firma ground connection will be required from Customer for electrical bonding and lightning protection in the Common Control Equipment room. This connection should be low impedance to terra firma ground (less than 5 Ohms), and have few, if any, wire bends to a grounding rod or building ground grid. Circuits must meet or exceed industry accepted standards.

Customer must confirm in writing that each of these circuits was tested and is currently ready for the Zetron installation and optimization. Zetron will not connect to any circuit deemed not suitable as outlined in the Zetron requirements' specifications. Zetron will not be responsible for correcting these deficiencies.

2.7.5. Fresh Air Ventilation, Heating, Air-Conditioning

Customer is responsible for building ventilation, heating, or air-conditioning at any equipment location. Adequate ventilation must be provided for CCE and for any furniture housing position hardware.

2.7.6. Remote Access

Customer will provide a means for remotely accessing the System for on-going technical support services. At a minimum, this can be in the form of a standard analog telephone (POTS) line or analog PBX extension within 6 feet of the Common Control Equipment cabinets. This phone line must support dial-up modem type protocols up to 56K and is in addition to the phone lines being provided for interfacing to the System telephone line interface cards. Alternately, Customer may substitute a VPN or other type of high-speed network access if agreed to by both parties.

2.7.7. Telephone and Radio Circuit Signal and Line Levels

Customer's radio audio circuits and dedicated telephone circuit (if applicable) must be tested by Customer for meeting or exceeding the demarcation parameters

for the I/O specification needs of the System. Customer is responsible for adjusting or correcting line levels that exceed demarcation parameters. Customer must confirm in writing that each of these circuits was tested and is currently ready for the Zetron installation and optimization by providing a signed report listing the results of testing. Zetron will not connect to any circuit deemed not suitable for supporting the signal and level settings, as outlined in the Zetron requirements' specifications. Zetron will not be responsible for correcting these deficiencies.

2.8. System Testing and Acceptance

Refer to Section 3.12, System Testing and Acceptance, for Customer's responsibilities.

2.9. Facilities and Access

Customer shall provide the console furniture. Keys or on-site access to the equipment rooms and cabling installation areas are to be provided by Customer as required by Zetron. Normal access hours are to be negotiated between Customer and Zetron. Access to a minimum of two unoccupied console positions simultaneously for installation is needed.

If required by Zetron, Customer shall provide a secure room at the installation site with a dial-out phone during the implementation phase of the project. This room will be used by Zetron onsite personnel for its operations; for temporarily storing System components and securing test equipment and tools; and as an office for the implementation team.

2.10. Interface Requirements

The cost for any unique interface requirement, whether or not identified in the site survey form, shall also be the responsibility of Customer.

2.11. Time Source

If Customer requires a time source for the System, Customer shall supply the time source. The supplied time source shall be equipped with at least one (unused) RS-485 port or Network Time Protocol (NTP) via IP for use by the System CCE. Customer will provide cable.

2.12. Mounting Supplies, Misc. Supplies & Misc. Cables

Zetron shall be responsible for providing demarcation punch blocks, seismic or other custom bracing and miscellaneous supplies. Miscellaneous cables not typically associated with the System will be the responsibility of Customer.

2.13. Spares

Customer will maintain spares purchased as a critical spares kit. Customer is responsible for coordinating the utilization of spares required for repair. Spares must be maintained in a controlled environment and protected from electrostatic discharge.

End of Section 2

3. Zetron Deliverables

3.1. Project Management

Zetron will provide primary project management according to this SOW. In order to reduce the overall cost to Customer, this project management effort will be performed remotely.

3.2. Project Schedule

After receipt of the signed System Contract, or a purchase order, Zetron will provide Customer with a project schedule. Preliminary schedule is included in Tab N.

3.3. Qualified Personnel

Zetron will provide qualified personnel for installation.

3.4. System Integration

Zetron will build, integrate, and test components at EFJohnson's facility prior to deployment at Customer's facilities. The System test configuration will be finalized during the project-planning task. The System will be tested during the

Factory Acceptance Test (FAT). Once the FAT has been successfully completed and approved by Customer, the System will be released for shipment.

3.5. Equipment Delivery

Zetron will arrange for delivery of all equipment to the mutually agreed to EFJohnson FAT testing facility and upon completion of FAT to Customer as outlined in the established implementation plan. Warehousing of equipment will be the responsibility of Customer.

3.6. Equipment

Zetron will install the applicable CCE and will install console positions in Customer-provided furniture per standard cabling practices. Upon completion of the fixed equipment installation, Zetron will check the System for proper operation.

3.7. Cables and Labels

All cables will be labeled with a unique identifier. As-built documentation will be supplied with the equipment which allows complete cross reference of cable material, connectors, to/from information, and Zetron part numbers for replacement.

3.8. Complete Termination of Sub-Systems

All equipment cables will be terminated as required.

3.9. Load Application Parameters on all Equipment

Where applicable, the application software will be loaded, System parameters set, and features tested. The database will be programmed and the System operating parameters will be adjusted for Customer-specific requirements. Configuration files will be set up and verified as applicable for Customer-specific requirements.

3.10. Site Clean-up

All packing materials and debris will be handled as agreed. Decommissioning and removal to customer location of existing old equipment is the responsibility of Zetron.

3.11. System Testing and Acceptance

Upon completion of the System installation, a visual inspection of the installation and the System Site Acceptance Test ("SAT") will be performed by a Zetron representative. It will be witnessed by Customer's project manager or their representative. Customer's approval of the SAT will serve as confirmation that the installation process was completed, and that Zetron has delivered a working System.

Each portion of the SAT will be marked as either passed or failed. When a test point has passed, it will not be tested again. Failed test points will be corrected and then re-tested. The correction/re-testing process will take place on the repaired/replaced test points, until all points have passed.

For any portion of the test that cannot be completed due to circumstances outside the control of Zetron, Zetron reserves the right to alter that portion of the test, default to "passed", or shall mutually agree with Customer on an alternative approach.

3.12. Training

3.12.1. Technical Training

Note that technical training can be conducted at Zetron's facility and can be made available prior to System installation immediately following Factory Acceptance Testing. Technical training is most efficient, however, when given on-site using the actual installed equipment because physical location of components and final System configuration are key factors in maintaining the System. On-site technical training will comprise standard technical content, focused where possible to cover the configuration applicable to the audience. Training will cover function, installation (when Customer is providing the installation services), configuration, and maintenance of System equipment and software. Zetron will provide training materials in the form of standard product manuals and other handouts.

3.12.2. Operational Training

Classes are at Customer's location using the installed (but not live) equipment. Operational training covers basic System operation and communication tasks using the operating software. Train-the-trainer adds workshop-style training to ensure trainer-level understanding, including how to explain the System features and functions to trainee operator/dispatchers. Zetron will provide materials in the form of standard product manuals and other handouts in addition to electronic

files of material used in class. Zetron only instructs on the operation/explanation of Zetron equipment, not on standard industry teaching practices.

3.12.3. Training Environment

On-site classes are taught at Customer's location(s).

For operational training, Zetron instructors bring a laptop PC and projector. Customer must provide a power source, writing surface (flipchart or whiteboard), and a projector screen or blank light-colored wall. Because operational training requires access to a configured, functional system and accompanying consoles, for an additional charge Zetron may be able to provide equipment for training at Customer's location.

The nature of on-site technical training may require that it be conducted in a blend of classroom and less formal environments, depending on access to Customer's actual installed equipment.

Factory classes are taught at Zetron's facility, in either a dedicated training environment on actual configured systems and consoles, or as part of FAT on Customer's actual equipment in a laboratory environment.

3.12.4. Training Materials

Training is conducted using lecture, live demonstration, and hands-on practice. Each attendee will receive copies of training materials used in class.

3.13. Manuals

3.13.1. Operation Manuals

The operator manuals will contain information, instructions, and procedures, accompanied by diagrams and on-line help files as appropriate, necessary to operate the System as delivered.

3.13.2. Installation and Maintenance Manuals

The installation and maintenance manuals will include the technical information necessary to install and maintain the System.

3.13.3. As-built Documentation

As built documentation will include System drawings and supporting information depicting the System configuration after installation.

End of Section 3

SCHEDULE C
POINT BY POINT COMPLIANCE

ZETRON, INC.

Response to City of Roseville, CA
Response for Proposals
800MHz Radio System Replacement

TAB H: Point by Point Compliance

September 7th, 2016

City of Roseville RFP Compliance Workbook

INSTRUCTIONS FOR COMPLETING DOCUMENT	
In the tab named "Compliance Matrix", proposers are to provide a value for each identified requirement from the RFP. For each requirement, proposers shall enter their point value in each cell of the "Proposer Response" column (only those cells with a light-blue highlight), according to the following scale:	
For items that are specified as "Compulsory" in the "Priority" Column	Respond with "Comply" if your proposal MEETS or EXCEEDS the requirement AS SPECIFIED. The City will assume a response of "Comply" indicates the requirement is satisfied and that the proposer understands the requirement.
Mark in the "Proposer Response" Column:	Respond with "Exception" if your proposal DOES NOT MEET the requirement AS SPECIFIED. Please provide a description of exactly how your proposal varies from the City's requirement(s) in the "Comments Section". Proposers are encouraged to comply with all Compulsory items to ensure that their proposal response is deemed responsive. At the discretion of the City, any Compulsory items that are not marked as "Comply" shall deem the submitted proposal as non-responsive.
For items that are NOT specified as "Compulsory" in the "Priority" Column	Respond with a 3 if your proposal or proposed system MEETS or EXCEEDS the requirement AS SPECIFIED. The City will assume a response of "3" indicates the requirement is satisfied in both outcome and method without any modification to user operation.
Mark in the "Proposer Response" Column:	Respond with a 2 if your proposal or proposed system does LESS THAN WHAT IS SPECIFIED and your firm believes it can still meet the intent of the requirement because your offering provides the intended outcome but requires adjustment to the method of user operations. For example, if a user operation is required and your offering provides for the same outcome of that operation but it provides it through a different method (such as a different type of button-press), respond with a 2. Please provide a description of exactly how the method of your offering varies from the City's requirement(s) and how you feel it meets the overall intent for the outcome of the requirement in the "Comments Section".
Mark in the "Proposer Response" Column:	Respond with a 1 if your proposal or proposed system does LESS THAN WHAT IS SPECIFIED. Please provide a description of exactly how your offering varies from the City's requirement(s) in the "Comments Section", including the parts of the requirement that are and are not met by your offering.
Respond with a 0 if your proposal or proposed system cannot meet any part of the intent of the requirement(s).	
Proposers must provide explanations, clarifications, details, etc. to any requirement that is assigned a value of "Exception", 2 or 1. (Such comments are not required for values of "Comply" or 3 as such a designation implies that proposer meets the requirement exactly as stated. Similarly, such comments are not required for point values of 0 as such a designation implies that proposer cannot in any way meet either the letter or the intent of the requirement.) Such narrative is to be provided in the specific section of the Response Document that is designated in the corresponding "Comments Section" column.	
Any "Proposer Response" cell that is not assigned a value by the proposer will be assigned a value of "0" by the City.	
Requirement Priorities	
Priority	Definition
Compulsory	Requirements that are a either a statutory requirement for RFP responses submitted to the City or are required to ensure a baseline for comparison of received proposals. Items marked with a "Yes" in this column are required and cannot be omitted or cannot
Critical	In the City's view, a requirement that affects the overall viability of the project - Inability to meet a requirement of Critical priority jeopardizes user participation in the system.
High	In the City's view, an extremely important requirement - Inability to meet a requirement of High priority will prevent end users from performing their duties, or prevent overall system operation as envisioned.
Medium	In the City's view, an important requirement - Inability to meet a requirement of Medium priority will affect the way in which end users perform their duties, or affect overall system operation as envisioned.
Low	In the City's view, a requirement that is not important - Such a requirement would be "nice to have" but users can complete their duties without it, or the system can operate as envisioned.
Informational	Not a "specifications requirement" but is requested for informational purposes only.
COMMENTS SECTION	
Please include sufficient detail in your proposal narrative to ensure that the City understands your proposal and how it meets or exceeds our requirements. If insufficient detail is provided to confirm your ability to meet the requirement, or if the City finds through its research and review that the proposer does not meet the intent of the requirement, the City reserves the right to reduce the value of the numeric value submitted.	

City of Roseville RFP Compliance Workbook

Vendor Name: Zetron				
Section	Section Description	Priority	Proposer Response	Comments
1	INTRODUCTION	Informational	3	
1.1	CITY OVERVIEW	Informational	3	
1.2	BACKGROUND	Informational	3	
1.3	INSTRUCTIONS	Compulsory	Comply	
2	TENTATIVE SCHEDULE	Informational	3	
3	OPTIONAL PRE-PROPOSAL CONFERENCE	Informational	3	
4	SOLUTION ARCHITECTURE	Informational	3	
4.1	TECHNICAL REQUIREMENTS	Informational	3	
4.1.1	TECHNICAL REQUIREMENTS: SYSTEM CORE	Medium	0	Not Applicable
4.1.1.1	COMPLIANCE TO P25 SPECIFICATIONS	High	0	Not Applicable
4.1.1.1.1	P25 TRUNKING FEATURE REQUIREMENTS	High	0	Not Applicable
4.1.1.1.1.1	GROUP VOICE CALLS AND BROADCAST GROUP CALL	Medium	0	Not Applicable
4.1.1.1.1.2	EMERGENCY ALARM	Medium	0	Not Applicable
4.1.1.1.1.3	EMERGENCY GROUP CALL	Medium	0	Not Applicable
4.1.1.1.1.4	INDIVIDUAL VOICE CALL	Medium	0	Not Applicable
4.1.1.1.1.5	ANNOUNCEMENT GROUP CALL	Medium	0	Not Applicable
4.1.1.1.1.6	ALL CALL / SYSTEM CALL	Medium	0	Not Applicable
4.1.1.1.1.7	RADIO CHECK	Medium	0	Not Applicable
4.1.1.1.1.8	CALL ALERT	Medium	0	Not Applicable
4.1.1.1.1.9	RADIO UNIT INHIBIT/UNINHIBIT	Medium	0	Not Applicable
4.1.1.1.1.10	AES ENCRYPTION	Medium	0	Not Applicable
4.1.1.1.1.11	REGISTRATION/ ROAMING	Medium	0	Not Applicable
4.1.1.1.1.12	AFFILIATION	Medium	0	Not Applicable
4.1.1.1.1.13	OVER-THE-AIR-REKEYING (OPTIONAL)	Low	0	Not Applicable
4.1.1.1.1.14	RADIO AUTHENTICATION (OPTIONAL)	Low	0	Not Applicable
4.1.1.1.1.15	GPS LOCATION (OPTIONAL)	Low	0	Not Applicable
4.1.1.1.2	NON-P25 TRUNKING FEATURE REQUIREMENTS	Low	0	Not Applicable
4.1.1.1.2.1	OVER-THE-AIR REPROGRAMMING (OPTIONAL)	Low	0	Not Applicable
4.1.1.1.2.2	DYNAMIC REGROUPING	Low	0	Not Applicable
4.1.1.1.3	P25 TRUNKING PRIORITIES REQUIREMENTS	Low	0	Not Applicable
4.1.1.1.4	SYSTEM CORE ALLOWABLE P25 ID REQUIREMENTS	Medium	0	Not Applicable
4.1.1.1.5	SYSTEM CORE INITIAL CAPACITY REQUIREMENTS	Medium	0	Not Applicable
4.1.1.1.6	SYSTEM CORE EXPANSION REQUIREMENTS	Low	0	Not Applicable
4.1.1.1.7	SYSTEM CORE CALL PROCESSING REQUIREMENTS	Low	0	Not Applicable
4.1.1.1.8	SYSTEM CORE "INTERNAL" INTEROPERABILITY REQUIREMENTS	High	0	Not Applicable
4.1.1.1.9	SYSTEM CORE "EXTERNAL" INTEROPERABILITY REQUIREMENTS	Medium	0	Not Applicable
4.1.1.1.10	SYSTEM CORE RELIABILITY REQUIREMENTS	Critical	0	Not Applicable
4.1.1.1.11	CORE / NETWORK MANAGEMENT FEATURE REQUIREMENTS	Medium	0	Not Applicable
4.1.1.1.11.1	FAULT MANAGEMENT	Medium	0	Not Applicable
4.1.1.1.11.2	CONFIGURATION MANAGEMENT	Medium	0	Not Applicable
4.1.1.1.11.3	ACCOUNTING MANAGEMENT	Medium	0	Not Applicable
4.1.1.1.11.4	PERFORMANCE MANAGEMENT	Medium	0	Not Applicable
4.1.1.1.11.5	SECURITY MANAGEMENT	Medium	0	Not Applicable
4.1.1.1.12	NETWORK MANAGEMENT ARCHITECTURE REQUIREMENTS	Medium	0	Not Applicable

City of Roseville RFP Compliance Workbook

Vendor Name:			Zetron		
Section	Section Description	Priority	Proposer Response	Comments	
4.1.1.2	PIT APPLICATION INTEGRATION (OPTIONAL)	Low	0	Not Applicable	
4.1.1.3	SYSTEM CORE NETWORK BACKHAUL REQUIREMENTS	Medium	0	Not Applicable	
4.1.1.4	SYSTEM CORE CAD INTERFACE REQUIREMENTS (OPTIONAL)	Low	0	Not Applicable	
4.1.1.5	SYSTEM CORE NETWORK TIME SYNCHRONIZATION REQUIREMENTS	Medium	0	Not Applicable	
4.1.1.6	SYSTEM CORE NETWORK SECURITY REQUIREMENTS	Medium	0	Not Applicable	
4.1.1.7	TECHNICAL REQUIREMENTS: SPARE EQUIPMENT	Medium	0	Not Applicable	
4.1.2	TECHNICAL REQUIREMENTS: RF SUBSYSTEM	Medium	0	Not Applicable	
4.1.2.1	DEFINITION OF RF SUBSYSTEM COMPONENTS	Medium	0	Not Applicable	
4.1.2.2	RF SUBSYSTEM FEATURE (P25 AND NON-P25) REQUIREMENTS	Medium	0	Not Applicable	
4.1.2.3	RF SUBSYSTEM ANTENNA SYSTEM REQUIREMENTS	Medium	0	Not Applicable	
4.1.2.4	RF SUBSYSTEM COVERAGE REQUIREMENTS	Critical	0	Not Applicable	
4.1.2.5	RF SUBSYSTEM IN-BUILDING COVERAGE REQUIREMENTS	Critical	0	Not Applicable	
4.1.2.5.1	IN-BUILDING COVERAGE TESTING:	Critical	0	Not Applicable	
4.1.2.5.1.1	AUTOMATED OBJECTIVE BUILDING TESTING	Critical	0	Not Applicable	
4.1.2.5.1.2	TEST CONFIGURATIONS	Critical	0	Not Applicable	
4.1.2.6	RF SUBSYSTEM IN-BUILDING COVERAGE REQUIREMENTS (INFORMATION ONLY)	Medium	0	Not Applicable	
4.1.2.7	RF SUBSYSTEM COVERAGE - RADIO SITES	Informational	0	Not Applicable	
4.1.2.8	RF SUBSYSTEM COVERAGE GUARANTEE	Critical	0	Not Applicable	
4.1.2.9	RF SUBSYSTEM COVERAGE MAP REQUIREMENTS	Critical	0	Not Applicable	
4.1.2.10	RF SUBSYSTEM COVERAGE DESIGN REQUIREMENTS	Critical	0	Not Applicable	
4.1.2.11	RF SUBSYSTEM COVERAGE TEST AND REMEDIES	High	0	Not Applicable	
4.1.2.12	RF SUBSYSTEM RELIABILITY REQUIREMENT	High	0	Not Applicable	
4.1.2.13	RF SUBSYSTEM EXPANSION REQUIREMENTS	Medium	0	Not Applicable	
4.1.2.14	RF SUBSYSTEM NETWORK BACKHAUL REQUIREMENTS	Medium	0	Not Applicable	
4.1.2.15	RF SUBSYSTEM NETWORK MICROWAVE LINK REQUIREMENTS	Medium	0	Not Applicable	
4.1.2.16	RF SUBSYSTEM EAST SITE (5100 PHILIP RD) LINK REQUIREMENTS	Medium	0	Not Applicable	
4.1.3	TECHNICAL REQUIREMENTS: RF SUBSYSTEM REPEATERS	Medium	0	Not Applicable	
4.1.3.1	RADIO REPEATER - RADIO PARAMETRIC REQUIREMENTS	Medium	0	Not Applicable	
4.1.3.2	RADIO REPEATER - REPEATER INDICATOR REQUIREMENTS	Low	0	Not Applicable	
4.1.3.3	RADIO REPEATER - REPEATER ELECTRICAL POWER REQUIREMENTS	Low	0	Not Applicable	
4.1.3.4	RADIO REPEATER - REPEATER PROGRAMMING REQUIREMENTS	Low	0	Not Applicable	
4.1.3.5	TECHNICAL REQUIREMENTS: TEST EQUIPMENT	Low	0	Not Applicable	

City of Roseville RFP Compliance Workbook

Vendor Name: Zetron				Proposer Response	Priority	Comments
4.1.3.6	TECHNICAL REQUIREMENTS: SPARE EQUIPMENT			0	Low	Not Applicable
4.1.4	TECHNICAL REQUIREMENTS: DISPATCH CONSOLE SUBSYSTEM			3	Informational	Comply: the proposed Zetron AcomNOVUS dispatch console system is configured to support a wireline P25 CSSI connection to the RESS core. Comply: the proposed AcomNOVUS dispatch console system is configured to support the specified ten (10) wireline Dispatch Consoles located at the City of Roseville Dispatch Center.
4.1.4.1	WIRELINE DISPATCH CONSOLE REQUIREMENTS			3	Informational	The proposed AcomNOVUS Dispatch console position components include a computer workstation, 23" flat panel display, trackball, footswitch, two headset jack boxes with wired headsets, four external speakers and instant recall recorder (IRR i.e. call-check). The proposed AcomNOVUS system will include all necessary cables, switches and all other hardware and software to meet the dispatch console portion of this RFP. Note that any third party CSSI interface license to the P25 RESS core has not been included in Zetron's response.
4.1.4.1.1	WIRELINE DISPATCH CONSOLE COMPONENTS			3	Low	The AcomNOVUS Dispatch Console can be configured to support touch-screen monitor operation as desired, optional pricing for this capability has been included. Each Dispatch console can be equipped with a desk microphone with a push-to-talk (PTT) button used to transmit, these are priced as an option. In addition AcomNOVUS can support AES-encryption on radio transmissions and this is provided as an additional cost option.
4.1.4.2	WIRELINE DISPATCH CONSOLE COMPONENTS – OPTIONS			3	Low	The AcomNOVUS console system provides a highly configurable console user interface. Screen design provides customizable controls and attributes, similar in function to familiar and standard software user interface development environments. This flexibility allows an AcomNOVUS Dispatch console to be configured to support up to 8 pages of radio modules that contains up to 36 modules per page. Each radio module can be configured with conventional channel & / or talkgroup distinct individual names and independent volume controls.
4.1.4.3	WIRELINE DISPATCH CONSOLE DISPLAY / AUDIO CAPABILITIES			3	High	
4.1.4.4	WIRELINE DISPATCH CONSOLE PUSH-TO-TALK CAPABILITIES			3	Medium	The AcomNOVUS console system positions support the following operational features: a) Talkgroup and announcement calls b) Individual calls c) System all-calls d) Displays unit ID or alias e) Simultaneous transmissions priority override f) The AcomNOVUS console system provides a robust patching interface to allow interconnection of multiple radio resources. Each console has six patch and six conference groups available per console position. In addition AcomNOVUS also supports up to 200 Global Patches. The six console patch groups are not counted against the 200 available Global patches. g) Supergrouping (aka dynamic regrouping) is not currently a published feature in the CSSI standard. Once the feature is ratified and published Zetron will implement and provide this capability in our CSSI feature set. Once radio vendors begin to provide the dynamic regrouping feature in their CSSI implementation, Zetron will test the capability as part of our ongoing test processes. Note: Zetron has already implemented and deployed this P25 feature in a privileged interface to a P25 network vendor (Airbus) and is completing this capability for an EJohnson project that will be deployed this year. Once the CSSI standard is ratified is committed to providing a compliant Standards-based supergrouping solution to our customers. h) AcomNOVUS can support a number of multi-select groups as required. i) The proposed AcomNOVUS system can be configured to handle emergency calls as required. Upon receipt of an emergency call, the radio channel line button switches to the emergency call color (typically red) and the button displays the incoming call PTT-ID. A pre-assigned emergency audible prompt is announced if programmed. The incoming emergency calls will be placed in the AcomNOVUS History Call Stack, once the calls are cleared. j) Radio Monitor is a standard CSSI feature available through the open standard console system interface and is supported by AcomNOVUS. k) The AcomNOVUS console position PC is equipped and connected to the network with a dual Ethernet ports. In the event of the loss of communications to the AcomNOVUS core the console position is notified. l) Each of AcomNOVUS console position can generate up to eight (8) distinct alert tones. m) AcomNOVUS is capable of supporting Two-Tone signaling. n) Channel-marker is a standard feature supported by AcomNOVUS. o) Cross-busy indication is supported by this proposed AcomNOVUS system.
4.1.4.5	WIRELINE DISPATCH CONSOLE OPERATIONAL FEATURES			2	High	

City of Roseville RFP Compliance Workbook

Vendor Name: Zetron			
Section	Section Description	Priority	Proposer Response
4.1.4.6	WIRELINE DISPATCH CONSOLE INSTANT RECALL RECORDER	Medium	3
	The AcornOVUS features a standalone application Instant Recall Recorder (IRR) which provides call recording and playback capability. It is designed to augment voice recorders by providing a non-archiving recording system local to the operator. The playback is truly instant, and the ability to playback is not limited by the availability of the PC network or recording server. The application uses the local hard-drive in the PC for storage, record time allocation is configurable based on the needs. Once the allocated PC hard-drive memory has been filled the oldest recordings are recycled. However, a save feature can be used to retain any desired recording. Playback is initiated by selecting a call or calls from the list. Playback controls are very similar to other soft-buttons on PC media players which are shown on the console display screen.		
4.1.4.7	WIRELINE DISPATCH CONSOLE TELEPHONE SYSTEM INTEGRATION	High	2
	The proposed AcornOVUS system includes a NENA compliant telephone radio headset interface (TRHI) for each position. When an operator answers an emergency call from the City's Viper phone system the off hook indication will trigger the TRHI to let the phone conversion pass through the handset and mutes the radio traffic. This interface effectively allows the dispatcher to switch between the AcornOVUS system for radio calls and the 911 telephone system using the same headset to switch between the systems.		
4.1.4.8	WIRELINE DISPATCH CONSOLE CONVENTIONAL CHANNEL INTERFACE REQUIREMENTS	Medium	3
	The AcornOVUS console core will be provisioned to provide a minimum of thirty two (32) conventional 2-wire and/or 4-wire connections with tone remote capabilities to individual control stations. Note: Zetron assumes the control station radios are capable of decoding EIA tone remote keying sequences. If not, additional EIA tone adapters will be required that have not been included in the pricing.		
4.1.4.9	WIRELINE DISPATCH CONSOLE CAD INTERFACE (OPTIONAL)	Low	2
	The AcornOVUS system can be equipped with an application within the system called "Surveyor". Surveyor can communicate with the CAD system via XML protocol and can support the following CAD interface requirements of this RFP: • Channel activity • Talkgroup ID • Radio ID • Radio status • Radio call-alert The AcornOVUS CAD interface will allow the CAD system to initiate a group call & unit ID call commands to the console. The AcornOVUS console software can be hosted on a laptop via wired IP connection with a sound card utilized for audio on two channels and a USB headset for the dispatcher (optional pricing has been provided). This is to allow a position to be added locally or remotely to the system for management, maintenance access to monitor ongoing operations, or dispatching capabilities. The mobility console can do everything a standard Media Dock-equipped console can, with a few exceptions. The mobility console does not support the following: • NENA phone integration • IRR integration • Headset detection for enabling Select speaker • Footswitch or other local I/O The AcornOVUS soft console applications is compatible with a standard laptop PC resolution and will operate in a Windowed environment as a Window and can be minimized. Voice Bandwidth* Per channel in each direction: 64kbps plus 16kbps overhead Data Bandwidth* Varies by activity; estimate 90Kbps needed per console		
4.1.4.10	SOFTWARE APPLICATION-BASED CONSOLE (OPTIONAL)	Low	3

City of Roseville RFP Compliance Workbook

Vendor Name: Zetron		Section Description	Priority	Proposer Response	Comments
4.1.4.11		CSS OPERATIONAL FEATURES	Medium	2	Zetron has developed our CSSI interface based on the standards, we have also developed some "Radio Manufacturer Specific" features however; all features documented in the standards that are developed, are developed to the published standards. Features not supported: • Airbus Privileged V2.06, V3.01 • E/RTT - Airbus Privileged • End-to-End Encryption (non-FIPS) • FIPS Encryption • Announcement and System Groups • Failsoft Mode • Supergrouping/dynamic regrouping • Radio Unit Monitor • Location information • Late Entry
4.1.4.12		DISPATCH CONSOLE - CONSOLE PROGRAMMING REQUIREMENTS	Low	2	The proposed AcomNOVUS system will be equipped with Windows 8 PC software, cabling, and equipment to program and maintain the dispatch console system described in this RFP. Changes and updates to the AcomNOVUS console positions are performed by using the Acom Position Manager. The Acom Position Manager is a Zetron Windows application for administering the Acom VoIP Controller service on each console. Acom Position Manager can edit a new configuration derived from factory default settings, a previously saved configuration file, or currently used settings pulled from the local or any network-connected Acom Dispatch console. A configuration can also be pushed from Acom Position Manager to local or any network-connected Acom consoles.
4.1.4.13		TECHNICAL REQUIREMENTS: SPARE EQUIPMENT	Low	2	A comprehensive set of spare parts to maintain and used for repairs will be included in the offer.
4.1.5		TECHNICAL REQUIREMENTS: LOGGING RECORDER SYSTEM	Informational	0	Not Applicable
4.1.5.1		VOICE LOGGING RECORDER REQUIREMENTS	Medium	0	Not Applicable
4.1.5.2		P25 RF SUBSYSTEM COMPLIANCE	Medium	0	Not Applicable
4.1.5.3		TECHNICAL REQUIREMENTS: SPARE EQUIPMENT	Low	0	Not Applicable
4.1.6		TECHNICAL REQUIREMENTS: PORTABLE SUBSCRIBER RADIOS	Informational	0	Not Applicable
4.1.6.1		PORTABLE SUBSCRIBER RADIO MODE OF OPERATION REQUIREMENTS	Low	0	Not Applicable
4.1.6.2		PORTABLE SUBSCRIBER RADIO VOCODER REQUIREMENTS	Low	0	Not Applicable
4.1.6.3		PORTABLE SUBSCRIBER NPPA ROADMAP	Low	0	Not Applicable
4.1.6.4		PORTABLE SUBSCRIBER RADIO P25 TRUNKING FEATURE REQUIREMENTS	High	0	Not Applicable
4.1.6.4.1		GROUP VOICE CALLS AND BROADCAST GROUP CALL	Medium	0	Not Applicable
4.1.6.4.2		EMERGENCY ALARM	Medium	0	Not Applicable
4.1.6.4.3		EMERGENCY GROUP CALL	Medium	0	Not Applicable
4.1.6.4.4		INDIVIDUAL VOICE CALL	Medium	0	Not Applicable
4.1.6.4.5		ANNOUNCEMENT GROUP CALL	Medium	0	Not Applicable
4.1.6.4.6		ALL CALL / SYSTEM CALL	Medium	0	Not Applicable
4.1.6.4.7		RADIO CHECK	Medium	0	Not Applicable
4.1.6.4.8		CALL ALERT	Medium	0	Not Applicable
4.1.6.4.9		RADIO UNIT INHIBIT/UNINHIBIT	Medium	0	Not Applicable

City of Roseville RFP Compliance Workbook

Vendor Name: Zetron			
Section	Section Description	Priority	Proposer Response
4.1.6.4.10	AES ENCRYPTION (OPTIONAL)	Medium	Not Applicable
4.1.6.4.11	REGISTRATION/ ROAMING	Medium	Not Applicable
4.1.6.4.12	AFFILIATION	Low	Not Applicable
4.1.6.4.13	OVER-THE-AIR-REKEYING (OPTIONAL)	Low	Not Applicable
4.1.6.4.14	RADIO AUTHENTICATION (OPTIONAL)	Low	Not Applicable
4.1.6.4.15	GPS LOCATION (OPTIONAL)	Medium	Not Applicable
4.1.6.4.16	ALLOWABLE P25 ID REQUIREMENTS	Low	Not Applicable
4.1.6.5	NON-P25 TRUNKING FEATURE REQUIREMENTS	Low	Not Applicable
4.1.6.5.1	OVER-THE-AIR REPROGRAMMING (OPTIONAL)	Low	Not Applicable
4.1.6.5.2	DYNAMIC REGROUPING	Low	Not Applicable
4.1.6.5.3	MAN-DOWN FUNCTIONALITY (OPTIONAL)	Low	Not Applicable
4.1.6.5.4	PORTABLE RADIO TALK GROUP AUDIO RECORDING (OPTIONAL)	Low	Not Applicable
4.1.6.5.5	PORTABLE SUBSCRIBER RADIO SCAN MODE REQUIREMENTS	Medium	Not Applicable
4.1.6.6	PORTABLE SUBSCRIBER RADIO - RADIO PARAMETRIC REQUIREMENTS	Medium	Not Applicable
4.1.6.7	PORTABLE SUBSCRIBER RADIO PROGRAMMING CAPACITY AND CAPABILITY REQUIREMENTS	Low	Not Applicable
4.1.6.8	PORTABLE SUBSCRIBER RADIO CONNECTOR REQUIREMENTS	Medium	Not Applicable
4.1.6.9	PORTABLE SUBSCRIBER RADIO - MODELS TO BE PROPOSED	Informational	Not Applicable
4.1.6.9.1	PORTABLE SUBSCRIBER RADIO - DUAL-BAND PUBLIC SAFETY MODEL REQUIREMENTS	Medium	Not Applicable
4.1.6.9.2	PORTABLE SUBSCRIBER RADIO - SINGLE BAND PUBLIC SAFETY MODEL REQUIREMENTS	Medium	Not Applicable
4.1.6.9.3	PORTABLE SUBSCRIBER RADIO - SINGLE BAND PUBLIC SERVICE MODEL REQUIREMENTS	Medium	Not Applicable
4.1.6.9.4	PORTABLE SUBSCRIBER RADIO - ENVIRONMENTAL REQUIREMENTS (APPLIES TO ALL TIERS)	High	Not Applicable
4.1.6.9.5	PORTABLE SUBSCRIBER RADIO BATTERY AND BATTERY CHARGING REQUIREMENTS (APPLIES TO ALL TIERS)	Medium	Not Applicable
4.1.6.9.6	PORTABLE SUBSCRIBER RADIO BATTERY INTRINSICALLY SAFE REQUIREMENTS (OPTIONAL)	Low	Not Applicable
4.1.6.9.7	PORTABLE SUBSCRIBER RADIO BATTERY CHARGER UNIT REQUIREMENTS (APPLIES TO ALL TIERS)	Medium	Not Applicable
4.1.6.10	PORTABLE SUBSCRIBER RADIO ACCESSORY REQUIREMENTS	Low	Not Applicable
4.1.6.11	PORTABLE SUBSCRIBER RADIO - PROGRAMMING SECURITY	Low	Not Applicable
4.1.6.12	PORTABLE SUBSCRIBER RADIO - AUTHENTICATION PROGRAMMING	Low	Not Applicable
4.1.6.13	PORTABLE SUBSCRIBER RADIO PROGRAMMING REQUIREMENTS	Low	Not Applicable

City of Roseville RFP Compliance Workbook

Vendor Name: Zetron				Proposer Response		Comments	
Section	Section Description	Priority	Proposer Response	Priority	Proposer Response	Comments	Comments
4.1.7	TECHNICAL REQUIREMENTS: MOBILE SUBSCRIBER RADIOS	Informational	0	Informational	0	Not Applicable	
4.1.7.1	MOBILE SUBSCRIBER RADIO MODE OF OPERATION REQUIREMENTS	Low	0	Low	0	Not Applicable	
4.1.7.2	MOBILE SUBSCRIBER RADIO VOCODER REQUIREMENTS	Low	0	Low	0	Not Applicable	
4.1.7.3	MOBILE SUBSCRIBER RADIO P25 TRUNKING FEATURE REQUIREMENTS	High	0	High	0	Not Applicable	
4.1.7.3.1	GROUP VOICE CALLS AND BROADCAST GROUP CALL	Medium	0	Medium	0	Not Applicable	
4.1.7.3.2	EMERGENCY ALARM	Medium	0	Medium	0	Not Applicable	
4.1.7.3.3	EMERGENCY GROUP CALL	Medium	0	Medium	0	Not Applicable	
4.1.7.3.4	INDIVIDUAL VOICE CALL	Medium	0	Medium	0	Not Applicable	
4.1.7.3.5	ANNOUNCEMENT GROUP CALL	Medium	0	Medium	0	Not Applicable	
4.1.7.3.6	ALL CALL / SYSTEM CALL	Medium	0	Medium	0	Not Applicable	
4.1.7.3.7	RADIO CHECK	Medium	0	Medium	0	Not Applicable	
4.1.7.3.8	CALL ALERT	Medium	0	Medium	0	Not Applicable	
4.1.7.3.9	RADIO UNIT INHIBIT/UNINHIBIT	Medium	0	Medium	0	Not Applicable	
4.1.7.3.10	AES ENCRYPTION (OPTIONAL)	Medium	0	Medium	0	Not Applicable	
4.1.7.3.11	REGISTRATION/ ROAMING	Medium	0	Medium	0	Not Applicable	
4.1.7.3.12	AFFILIATION	Medium	0	Medium	0	Not Applicable	
4.1.7.3.13	OVER-THE-AIR-REKEYING (OPTIONAL)	Low	0	Low	0	Not Applicable	
4.1.7.3.14	RADIO AUTHENTICATION (OPTIONAL)	Low	0	Low	0	Not Applicable	
4.1.7.3.15	GPS LOCATION (OPTIONAL)	Low	0	Low	0	Not Applicable	
4.1.7.3.16	ALLOWABLE P25 ID REQUIREMENTS	Medium	0	Medium	0	Not Applicable	
4.1.7.4	NON-P25 TRUNKING FEATURE REQUIREMENTS	Low	0	Low	0	Not Applicable	
4.1.7.4.1	OVER-THE-AIR REPROGRAMMING (OPTIONAL)	Low	0	Low	0	Not Applicable	
4.1.7.4.2	DYNAMIC REGROUPING	Low	0	Low	0	Not Applicable	
4.1.7.4.3	MOBILE SUBSCRIBER RADIO SCAN MODE REQUIREMENTS	Low	0	Low	0	Not Applicable	
4.1.7.4.3	MOBILE SUBSCRIBER RADIO - RADIO PARAMETRIC REQUIREMENTS	Low	0	Low	0	Not Applicable	
4.1.7.5	MOBILE SUBSCRIBER RADIO PROGRAMMING	Medium	0	Medium	0	Not Applicable	
4.1.7.6	CAPACITY AND CAPABILITY REQUIREMENTS	Medium	0	Medium	0	Not Applicable	
4.1.7.7	MOBILE SUBSCRIBER RADIO CONNECTOR REQUIREMENTS	Medium	0	Medium	0	Not Applicable	
4.1.7.8	MOBILE SUBSCRIBER RADIO PHYSICAL CONSTRUCTION REQUIREMENTS	Low	0	Low	0	Not Applicable	
4.1.7.9	MOBILE SUBSCRIBER RADIO - MODELS TO BE PROPOSED	Informational	0	Informational	0	Not Applicable	
4.1.7.9.1	MOBILE SUBSCRIBER RADIO - DUAL-BAND PUBLIC-SAFETY MODEL REQUIREMENTS	Medium	0	Medium	0	Not Applicable	
4.1.7.9.2	MOBILE SUBSCRIBER RADIO - DUAL-BAND PUBLIC-SAFETY (DUAL-CONTROL HEAD) MODEL REQUIREMENTS	Medium	0	Medium	0	Not Applicable	
4.1.7.9.2	MOBILE SUBSCRIBER RADIO - SINGLE BAND PUBLIC-SAFETY (DUAL-CONTROL HEAD) MODEL REQUIREMENTS	Medium	0	Medium	0	Not Applicable	
4.1.7.9.3	MOBILE SUBSCRIBER RADIO - SINGLE BAND PUBLIC-SAFETY MODEL REQUIREMENTS	Medium	0	Medium	0	Not Applicable	
4.1.7.9.4	MOBILE SUBSCRIBER RADIO - PUBLIC-SAFETY MOTORCYCLE MODEL REQUIREMENTS	Medium	0	Medium	0	Not Applicable	
4.1.7.9.5	MOBILE SUBSCRIBER RADIO - PUBLIC-SAFETY MOTORCYCLE MODEL REQUIREMENTS	Medium	0	Medium	0	Not Applicable	

City of Roseville RFP Compliance Workbook

Vendor Name:			Zetron	
Section	Section Description	Priority	Proposer Response	Comments
4.1.7.9.6	MOBILE SUBSCRIBER RADIO – SINGLE BAND PUBLIC SERVICE MODEL REQUIREMENTS	Medium	0	Not Applicable
4.1.7.9.7	MOBILE SUBSCRIBER RADIO – ENVIRONMENTAL REQUIREMENTS	High	0	Not Applicable
4.1.7.10	MOBILE SUBSCRIBER RADIO – PROGRAMMING SECURITY	Medium	0	Not Applicable
4.1.7.11	MOBILE SUBSCRIBER RADIO PROGRAMMING REQUIREMENTS	Low	0	Not Applicable
4.1.8	TECHNICAL REQUIREMENTS: CONTROL STATION EQUIPMENT	Medium	0	Not Applicable
4.1.8.1	CONTROL STATION RADIO REQUIREMENTS	Medium	0	Not Applicable
4.2	SITE POWER AND RACKING REQUIREMENTS	Informational	0	Not Applicable
4.2.1	SITE POWER REQUIREMENTS	Informational	0	Not Applicable
4.2.1.1	SITE POWER REQUIREMENTS FOR SYSTEM CORE EQUIPMENT	Informational	0	Not Applicable
4.2.1.2	SITE POWER REQUIREMENTS FOR RF SUBSYSTEM SITES	Medium	3	Comply
4.2.2	EQUIPMENT RACK REQUIREMENTS	Informational	3	Comply
4.2.2.1	RACK REQUIREMENTS	Low	3	Comply
4.2.2.2	MOUNTING REQUIREMENTS	Low	3	Comply
4.3	SITE WORKMANSHIP REQUIREMENTS	Informational	3	Understood
4.3.1	DAMAGES	Medium	3	Comply as it relates to the dispatch console equipment.
4.3.2	ACCEPTABLE STANDARDS	Medium	3	Comply as it relates to the dispatch console equipment.
4.3.3	GENERAL GROUNDING AND CABLING REQUIREMENTS	Medium	3	Comply as it relates to the dispatch console equipment.
4.3.4	PUNCH BLOCK REQUIREMENTS	Medium	3	Comply as it relates to the dispatch console equipment.
4.3.5	CABLE LABELING REQUIREMENTS	Medium	3	Comply as it relates to the dispatch console equipment.
4.3.6	CABLE ROUTING REQUIREMENTS	Medium	2	Comply as it relates to the dispatch console equipment. Zetron shall be responsible for providing cabling within our controller cabinet and within the console position. Cabling between the controller and building MDF and LAN cabling between controller and console positions shall be provided by others.
4.3.7	LIGHTNING SUPPRESSION REQUIREMENTS	Medium	0	Not Applicable
4.3.8	RACK ACCESS AND GROUNDING REQUIREMENTS	Medium	3	Comply as it relates to the dispatch console equipment.
4.3.9	INITIATION AND COMPLETION OF WORK REQUIREMENTS	Medium	3	Comply as it relates to the dispatch console equipment and installation services.
4.4	PROJECT DEPLOYMENT REQUIREMENTS FOR SERVICES	Medium	3	Comply as it relates to the dispatch console equipment and installation services.
4.4.1.1	PROJECT MANAGEMENT SERVICES	Medium	3	Comply as it relates to the dispatch console equipment and installation services.
4.4.1.2	LICENSING SUPPORT SERVICES	Medium	0	Not Applicable
4.4.1.3	FREQUENCY PLANNING SERVICES	Medium	0	Not Applicable
4.4.1.4	TOWER ANALYSIS AND SERVICES	Medium	0	Not Applicable
4.4.1.5	SYSTEM CUTOVER SERVICES AND CUTOVER PLAN	Medium	3	Comply as it relates to the dispatch console equipment and installation services.
4.4.1.6	FLEET MAPPING SERVICES	Medium	0	Not Applicable
4.4.1.7	STAGING SERVICES	Medium	3	Comply as it relates to the dispatch console equipment and installation services.
4.4.1.8	FIELD IMPLEMENTATION & OPTIMIZATION SERVICES	Medium	3	Comply as it relates to the dispatch console equipment and installation services.
4.4.1.9	SYSTEM TESTING AND ACCEPTANCE SERVICES	High	3	Comply as it relates to the dispatch console equipment and installation services.
4.4.1.10	PORTABLE SUBSCRIBER RADIO IMPLEMENTATION SERVICES	High	0	Not Applicable
4.4.1.11	MOBILE SUBSCRIBER RADIO IMPLEMENTATION SERVICES	High	0	Not Applicable
4.4.1.12	TRAINING SERVICES	Medium	3	Comply as it relates to the dispatch console equipment and installation services.

City of Roseville RFP Compliance Workbook

Vendor Name:		Zetron		
Section	Section Description	Priority	Proposer Response	Comments
4.4.1.13	DOCUMENTATION SERVICES	Medium	3	Comply as it relates to the dispatch console equipment.
4.4.1.14	SERVICES – PROJECT MANAGEMENT PLAN	Medium	2	Please refer to TAB C Qualifications of Team document
4.4.1.15	INTEROPERABILITY TESTING (OPTIONAL)	Critical	3	Comply as it relates to the dispatch console equipment interfacing via P25 CSSI.
4.4.1.16	INTEROPERABILITY TESTING SUPPORT (OPTIONAL)	Critical	2	Comply as it relates to the dispatch console equipment interfacing via P25 CSSI.
4.5	SYSTEM SUPPORT AND MAINTENANCE REQUIREMENTS	Informational	3	Comply as it relates to the dispatch console equipment.
				Comply as it relates to the dispatch console equipment. Please refer to the information on Zetron's Gold Maintenance Service Plan for details about our proposed offer. Zetron does not offer a support website. Zetron has local authorized service representatives (for example, Silke Communications), to provide on-site technical support. Per Clause 4.5.6, should the City take on a self-maintaining role, the Gold Maintenance Service Plan costs can be reduced, per the pricing table.
4.5.1	INFRASTRUCTURE SUPPORT & MAINTENANCE GENERAL REQUIREMENTS	Medium	2	Service Plan costs can be reduced, per the pricing table.
4.5.2	SYSTEM WARRANTY	Medium	3	Comply as it relates to the dispatch console equipment.
4.5.3	INFRASTRUCTURE SUPPORT & MAINTENANCE REQUIREMENTS – OPTIONAL SERVICES	Low	3	Comply as it relates to the dispatch console equipment.
4.5.4	SUBSCRIBER RADIO SOFTWARE UPDATE REQUIREMENTS	Medium	0	Not Applicable
4.5.5	SUBSCRIBER SUPPORT & MAINTENANCE REQUIREMENTS	Medium	0	Not Applicable
4.5.6	SELF-MAINTAINED SUPPORT REQUIREMENTS	High	2	Comply as it relates to the dispatch console equipment. For an AcomNOVUS system of this size and complexity Zetron would recommend at a minimum one non-dedicated trained technician to be available to support the AcomNOVUS console system. In practice, due to personnel scheduling and labor policies this may require several non-dedicated technicians to be trained such that 7x24 coverage can be provided. Per Clause 4.5.1, should the City take on a self-maintaining role, the Gold Maintenance Service Plan costs can be reduced, per the pricing table.
4.6	PRODUCT AVAILABILITY AND LIFECYCLE SUPPORT REQUIREMENTS	Informational	3	Understood
4.6.1	PRODUCT SHIPPING STATUS REQUIREMENTS	High	3	Comply as it relates to the dispatch console equipment.
4.6.2	PRODUCT AVAILABILITY REQUIREMENTS	Medium	3	Comply as it relates to the dispatch console equipment.
4.6.3	PRODUCT LIFECYCLE SUPPORT REQUIREMENTS	Medium	3	Comply as it relates to the dispatch console equipment.
5	ASSURANCE OF DESIGNATED PROJECT TEAM	Medium	2	Please refer to TAB C Qualifications of Team document
6	PROPOSAL FORMAT REQUIREMENTS	Compulsory	3	Comply
7	SUBMITTAL INSTRUCTIONS	Compulsory	3	Comply
8	EVALUATION CRITERIA	Compulsory	3	Comply
9	SELECTION PROCESS	Compulsory	3	Comply
10	GENERAL TERMS & CONDITIONS	Compulsory	3	Comply

SCHEDULE D
SOLUTION ARCHITECTURE

ZETRON, INC.

Response to City of Roseville, CA
Response for Proposals
800MHz Radio System Replacement

TAB D: Solution Architecture

March 2, 2017

City of Roseville, CA Dispatch Consoles

Console System Overview

The AcomNOVUS console system proposed for City of Roseville, CA, consists of a single AcomNOVUS core at the City of Roseville Dispatch Center.

The AcomNOVUS Core consists of Media Controller Servers (MCS) and Infrastructure Gateway (IG) servers. The system components are deployed in a redundant configuration to maximize up-time and prevent a single point of failure from compromising operation. This configuration includes servers deployed in pairs to host redundant services and withstand a server or service fault. It also includes a network switch stack with redundant links to each server. The individual AcomNOVUS console positions and various communication gateways are connected to portal services hosted in the Acom Core over IP networks.

Communications to external resources are configured as:

- P25 RFSS CSSI voice paths will be made through the redundant Infrastructure Gateway (IG) servers, augmented with the standard CSSI interface feature set.
- Conventional radio, and control station interfaces will be provided through the Acom Radio Gateways (ARGs).

System Configuration

The Zetron proposal includes Acom full feature console positions with advanced dispatcher capabilities. It also includes all AcomNOVUS core equipment needed to interface to external communication resources, as well as management hardware and software to manage and configure the system and console positions (as specified below).

Console Positions

Each of the ten (10) full feature console positions consists of:

- One (1) x PC workstation with one (1) 22" Touch Screen monitor for running the ACS console application. (Larger screen sizes are available if required).
- One (1) x Acom Media Dock XS.
- Four (4) x Zetron Acom speakers with individual volume controls (1 x Select and 3 x Monitor).
- Two (2) x Headset jack boxes (dual-prong interface for headset control with dual volume controls).
- One (1) x Footswitch.
- One (1)x Desktop Microphone
- One (1) x Acom Console Software (ACS) application with Pro Console license. This includes the following feature licenses:
 - Base Acom Console License
 - Advanced Radio Control License
 - Tone Signaling / Paging Feature Set License
 - Telephony Feature Set License
 - Call System License

- Auxiliary I/O License
- Integrator IRR Client License

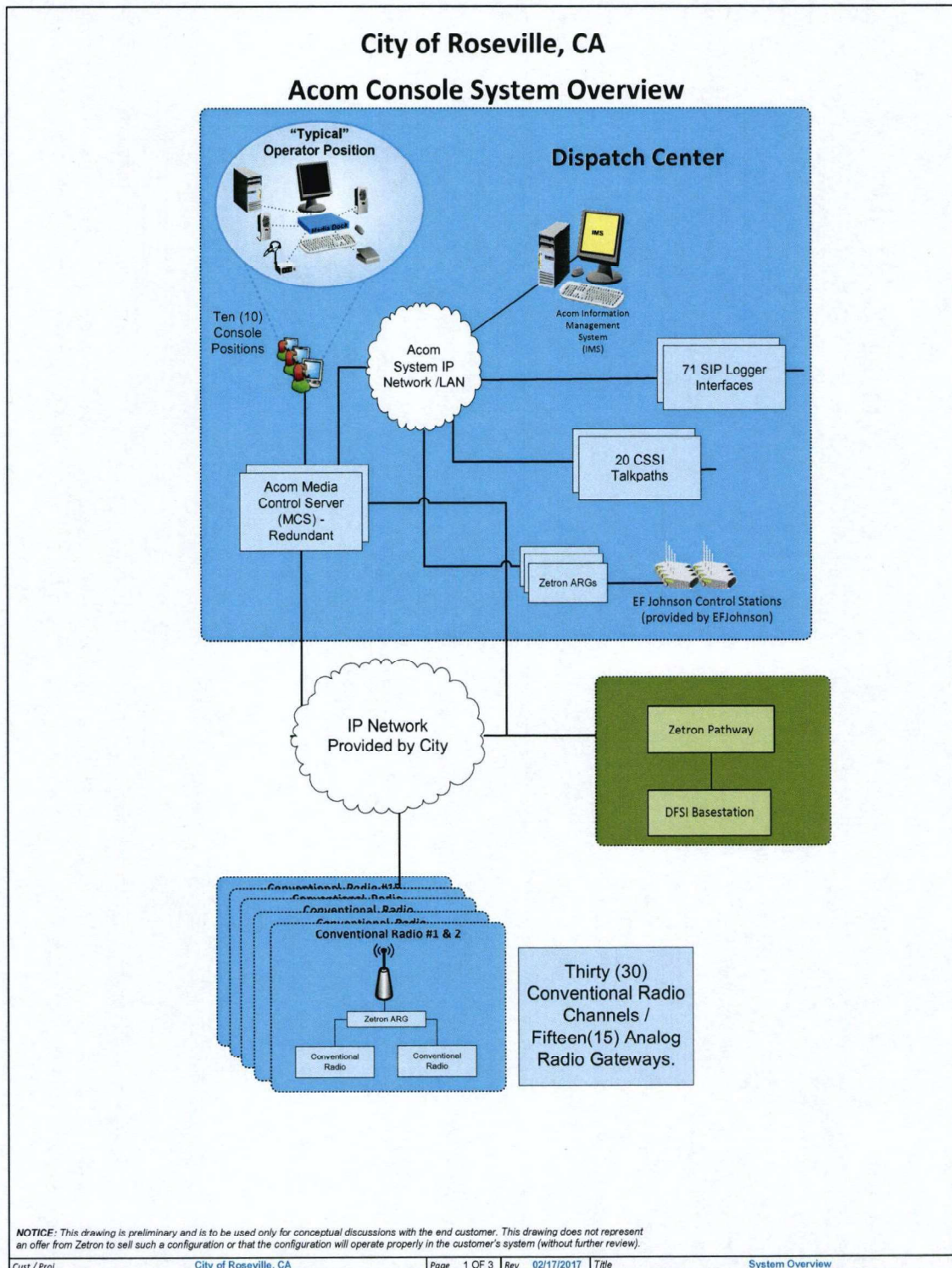
AcomNOVUS Core Equipment

The AcomNOVUS Core equipment at the City of Roseville Dispatch Center location consists of:

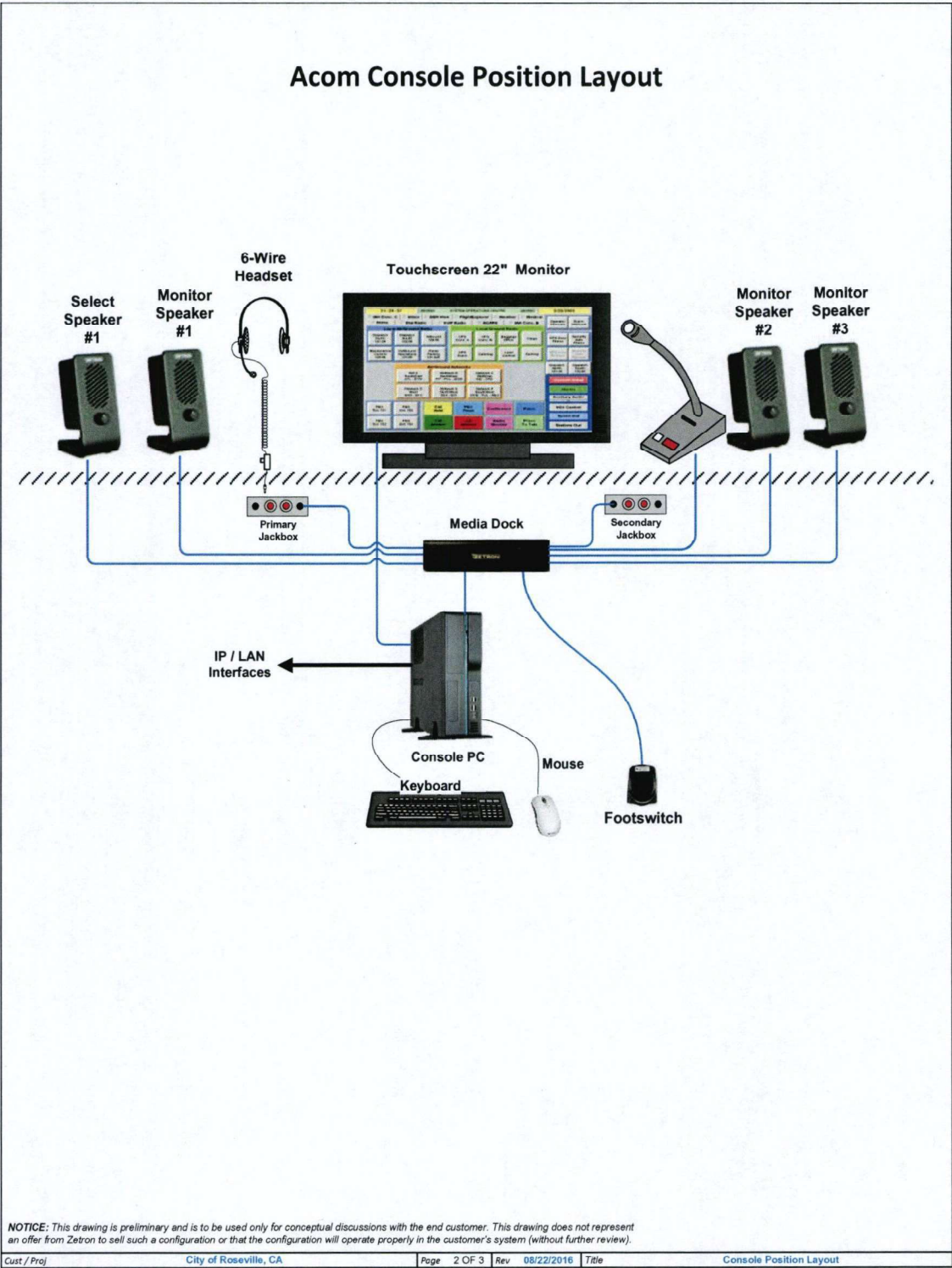
- Media Controller Servers (MCS) and applicable software, which provides console management, control and supports up to 25 x console connections.
- Infrastructure Gateway (IG) servers and applicable software, which supports twenty (20) CSSI talkpaths.
- Licenses for AES Encryption at each console.
- AcomNOVUS Surveyor Network Management System (NMS) server for system configuration and operational monitoring and reporting.
- Thirty (30) conventional radio channel control station interfaces supported by fifteen (15) Acom Radio Gateways.
- Five (5) Acom Radio Gateways to interface with up to ten (10) EF Johnson VM600 control stations (control stations to be supplied, installed, configured and maintained by EFJohnson).
- One (1) Acom Pathway DFSI Gateway to interface to a DFSI base station/repeater (base station/repeater to be supplied, installed, configured and maintained by Roseville).
- Seventy-one (71) SIP logging recorder outputs supported by AcomNOVUS Media Controller (MCS) Server.
- One (1) week console integration and Interoperability testing at EFJohnson headquarters.

System Diagrams are shown on the following pages.

System Drawings:

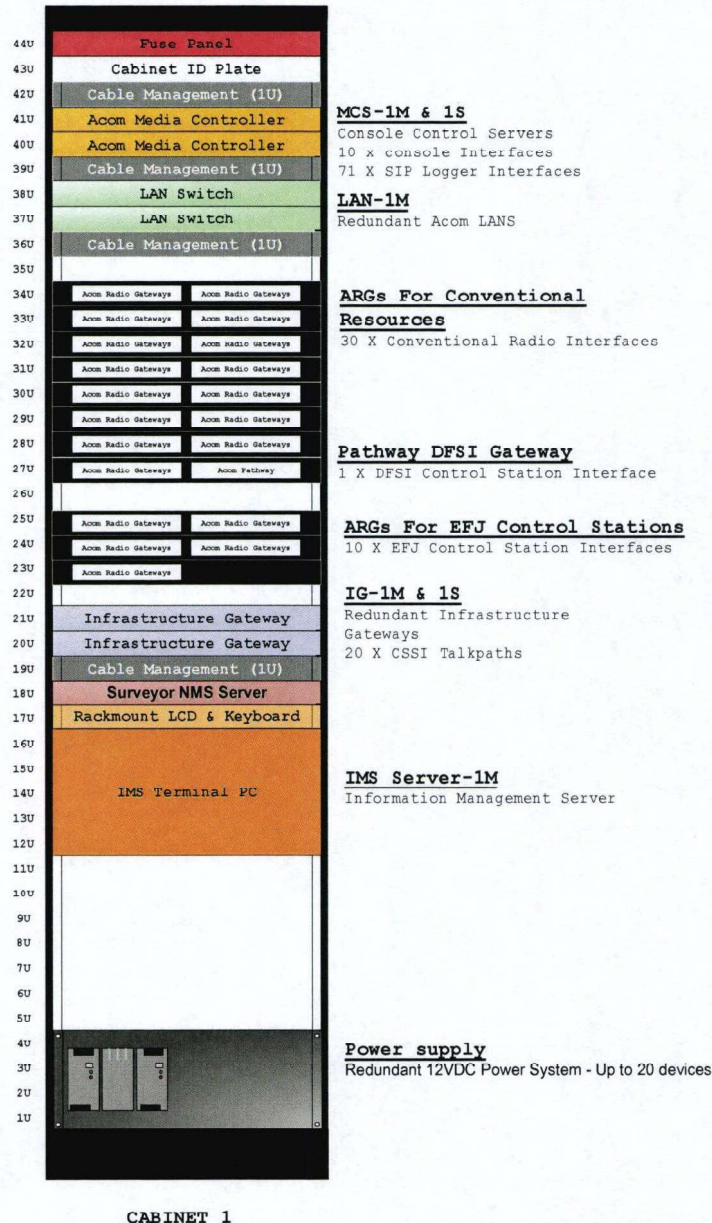


Console Position Layout



Backroom Equipment

City of Roseville, CA Cabinet Elevation



NOTICE: This drawing is preliminary and is to be used only for conceptual discussions with the end customer. This drawing does not represent an offer from Zetron to sell such a configuration or that the configuration will operate properly in the customer's system (without further review).

Cust / Proj

City of Roseville, CA

Page 3 OF 3

Rev

08/22/2016

Title

Back Office Hardware

AcomNOVUS General Overview

Introduction to AcomNOVUS

The Acom Advanced Communications NOVUS system is a digital end to end IP solution that represents the best value, next generation console dispatch technology for mission-critical applications. AcomNOVUS sophisticated digital architecture integrates voice (radio and telephone), I/O and data, to provide unmatched flexibility and ease of use when it comes to resource management, all combined on a scalable server platform core.

Running on top of industry standard IP networks, the AcomNOVUS system can provide interfaces and control to both locally connected, as well as geographically remote resources. Using ultra reliable Commercial-Off-The-Shelf (COTS) server technologies running off of a Linux operating environment, the AcomNOVUS system provides a scalable solution for small to large dispatching needs. In mission-critical settings, AcomNOVUS can be configured for local and geographic redundancy, guaranteeing the highest levels of system availability and reliability. AcomNOVUS is the ideal solution for primary dispatch facilities, consolidating dispatch facilities, creating back-up or remote dispatch capabilities and interfacing to new and legacy communications systems.

The AcomNOVUS console system can scale efficiently from a single to hundreds of dispatch positions either centrally located or distributed over multiple communication centers. With AcomNOVUS, communication centers located in different geographical areas can be networked to provide distributed switching and wide area control for improved efficiency, greater operational effectiveness, and maximum security and reliability.

AcomNOVUS Windows®-based consoles are highly configurable and offer intuitive, easy-to-use interfaces that can be easily tailored to provide mission-specific functionality.

AcomNOVUS guarantees exceptional performance, superior network connectivity, and cost-effective evolution to satisfy the requirements of dispatch communication centers today and into the future. AcomNOVUS systems are intended to provide communication capabilities for mission-critical dispatching worldwide, including public safety, aviation, utilities, railway and highway command headquarters, military/defense command centers, and maritime communications centers.

A. AcomNOVUS Technology

The key elements of the AcomNOVUS technology are grouped into four main categories:

Switching Infrastructure

These are the components that manage the transport, routing, and interfacing of all communications resources.

User Interface

The AcomNOVUS Console Software (ACS) provides operators access to system resources. The AcomNOVUS System Manager (ASM) is used for system configuration, diagnostics, and maintenance.

Network Architecture

The IP transport structure that allows multiple locations, and their resources to be networked using T1/E1, optical fiber, microwave, or other link technologies over IP.

System Architecture

The building blocks that are used to create an AcomNOVUS dispatch console system, including the Media Controller Server (MCS), AcomNOVUS Console positions, the Zetron Infrastructure Gateway (IG) and any number of other resource interface gateways, operating on a wide range of industry standard interfaces and protocols.

Console Positions

The AcomNOVUS Console Software (ACS) gives operators access to system resources. Connections from the ACS to the MCS are provided through Ethernet links between the console and MCS server. For redundancy multiple connections can be provided to both a primary and backup MCS servers.

System Resource Interfaces

Connections to the different resources, voice (radio and telephone), I/O and data, available to the system is accomplished differently depending on the type of interface available from a resource. Modern digital technologies such as P25, DMR and SIP that already utilize IP are connected to the AcomNOVUS system through IP connections via switches or routers. Legacy non-IP resources are converted to IP through AcomNOVUS interface gateways. Once converted the information between the resource and the AcomNOVUS consoles use the same IP transport as digital resources. Specialized AcomNOVUS gateway applications provide communication and control between the AcomNOVUS system and its resources.

B. AcomNOVUS General Functions

AcomNOVUS dispatch communications systems provide a wide range of capabilities, including:

- Radio dispatch
- Call taking
- PABX access
- PSTN access
- VoIP
- Hotlines, intercom, and public address
- Trunked radio interfaces and protocols
- Network (LAN/WAN) interfaces and protocols
- Patching and conferencing
- Automatic call distribution (ACD)
- Embedded HTML/PDF browser
- Paging
- Selective calling (SELCAL)
- Interactive voice response (IVR)
- Recorded voice announcement (RVA)
- Instant recall recorder (IRR)
- Closed-circuit television (CCTV) via web streaming
- Simple network management protocol (SNMP)
- XML CAD interface
- Alarm monitoring
- Channel monitoring

- Voice logging
- Remote control and management
- Efficient integration of radio, telephony and other communication resources
- Advanced digital conferencing scenarios available for radio and telephone

C. Customized Configurations

Each AcomNOVUS system is uniquely tailored for each customer. While a range of “off-the-shelf” functionality and hardware modules are used, the architecture is very flexible and permits extensive, yet cost-effective customization.

D. Compatible with Diverse Radio and Telephony Standards

A powerful range of interfaces to third party equipment and systems provides the foundation for building a highly integrated and resilient system. Solutions combining mobile radio (Conventional, DMR, Tetra, P25 (CSSI, DFSI), iDEN, SmartNet/SmartZone, NEXEDGE OpenSky), telephony (SIP, E1, T1, ISDN PRI, CAS, PABX, PSTN and specialized telephony interfaces) can be integrated with AcomNOVUS.

E. Operator Workload Optimized

With the AcomNOVUS technology the different control functions of a complex, multi-channel communications system are presented in a uniform, convenient, and intuitive manner to ensure maximum operator efficiency and effectiveness. Human interface characteristics are optimized to reduce operator workload and provide functions specific to a user’s functional domain.

- PC-based operator positions provide full-color, graphical presentation of commands and controls that are familiar, precise, and easy to use.
- Features and parameters are fully user-programmable to allow customization, modifications, and changes by appropriate personnel.
- Functions are controlled by touch screen and a standard mouse or trackball. A full range of peripherals assist the operator in handling multiple sources of inputs and outputs.

F. Scalable and Upgradeable

The AcomNOVUS Advanced Communication System is an integrated family built on a foundation of COTS hardware and software modules that combine to deliver cost-effective, scalable solutions for both voice and data networks. Specialized hardware and software provide cost effective methods of interfacing into non-digital radio and telephone resources. This modular architecture allows for economical system expansion while software designs allow for enhancement and simplified migration to incorporate future capabilities.

G. Capable of Reconfiguration and Maintenance

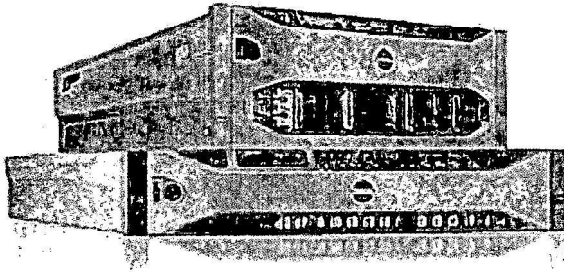
AcomNOVUS allows fast and safe reconfiguration to permit any operator to undertake any role. Support systems are available to provide on-line diagnostics and efficient reconfiguration management.

System Architecture

The flexibility, expandability, and scalability of the AcomNOVUS system architecture are among its greatest strengths. AcomNOVUS systems are created from the core building blocks of its technologies to provide virtually any system capacity, functionality, and configuration required. In addition to the Media Controller

core, these building blocks include the AcomNOVUS Console Position, Resource Gateways, and the interfaces and protocols that allow AcomNOVUS to communicate with a wide range of communications devices and systems.

A. Media Controller Server (MCS)



The AcomNOVUS Advanced Communications System is first and foremost an integrated digital platform that allows operators access to voice and data circuits in the system (subject of course to administrative control).

The Media Controller Server is the building block of the AcomNOVUS platform. Its primary function is to manage and control the connections between console positions and resources available to the system in an efficient and information rich manner.

The MCS operates on commercially available servers. Depending on operational needs the MCS can provide redundant fault tolerant configurations for mission critical operation. These servers can be sized based on system console loading requirements, such as the number of consoles in the system, and user reliability and availability needs. IP connections are established to consoles and resource gateways. Software applications within the server perform management of connections, building and management of call paths, and management and configuration of the server itself

The software applications operating in a typical controller include:

Console Communications

The console communication software manages the communication and features of connected AcomNOVUS consoles. When operating in fault tolerant redundant configurations, the application in separate servers, communicates with the primary and secondary Ethernet connections to the console.

Resource Communications

The console resource communication software manages and controls communication with resources connected to the console. It is responsible for maintaining link synchronization with resource gateways and controlling when a requested resource is routed to a console position.

Media Controller Function

The Media Controllers are also responsible for building and binding communication paths between consoles and resources. This binding may also occur when inter-console communication occurs between dispatchers. The MCS builds links when requested and handles any arbitration that may occur.

System Management

System management handles the configuration and management of the MCS. This is accomplished via an external web browser operating on an external client PC. The MCS contains its own internal web server that facilitates this communication.

B. Infrastructure Gateways (IG)

Infrastructure Gateways manage external resources and allow the protocols and interfaces used by these devices to be converted to the common AcomNOVUS communication and control protocol. Depending on the resource type, the gateway may operate on a server platform or it may utilize more customized hardware designed to connect to a specific resource type. Multiple interface types can be supported on an IG, provided server loading and processing limits are followed.

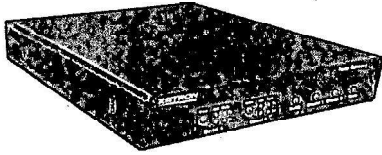
P25 Console SubSystem Interface (CSSI)

Communication with Project 25 (P25) trunked system is accomplished through the industry standard P25 CSSI interface. The CSSI gateway operates on server hardware. The AcomNOVUS solution implements the CSSI per applicable P25 standards that allow radio systems from various vendors to interface with the AcomNOVUS console system. The specification provides for different voice communication call types, the ability for the dispatcher to control radios, and both clear (unencrypted) and secure (encrypted) communication between radio users and the AcomNOVUS system.

Secure Project 25 Communications

The AcomNOVUS system supports both AES and DES P25 encryption standards

C. AcomNOVUS Radio Gateways (ARG)



The AcomNOVUS Radio Gateway (ARG) is used to connect radio resources to the MCS through an IP network. They convert audio and control data into IP packets and vice versa, enabling the data to pass back and forth between the radios and dispatcher positions. Each AcomNOVUS Radio Gateway manages up to two channels.

When an ARG data path travels across a Wide Area Network (WAN) the IP packets are managed by Radio Portal servers. These servers allow ARG data to travel across multiple LANs via a WAN.

Radio Interfaces

- Project 25 (CSSI, DFSI)
- DMR
- iDEN
- OpenSky
- SmartNet/SmartZone
- Conventional
- NEXEDGE
- MPT1327
- Tetra
- EDACS

Signaling Protocols

- Tone remote control
- SELCAL
- DTMF
- MDC600
- GStar
- VoIP
- Paging
- VOX detect
- MDC1200

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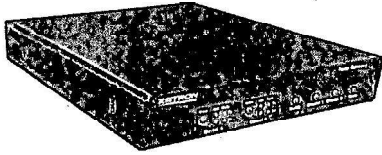
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- GStar
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- Paging
- VOX detect
- MDC1200

Paging Protocols

- Quick Call I
- Quick Call II
- MDC1200 Selective Call
- Trunking Call Alert
- Dual-tone Multi-frequency (DTMF) using (FSK-NRZ)

Telephony Protocols

- SIP
- E1/T1 CAS
- 2-and 4-wire E&M
- E1/T1 ISDN PRI
- POTS
- E1 QSIG

Data Protocols

- Ethernet
- RS232/422/485
- NTP

A. AcomNOVUS Console Position

AcomNOVUS console workstations are used by dispatch operators, call takers, and/or supervisors to provide direct communications, patching, conferencing, signaling (e.g. paging), and messaging to the field resources under their command and control.

Each AcomNOVUS workstation consists of a Windows based personal computer equipped with a flat panel LED or LCD monitor and various control devices such as keyboard, mouse, and trackball. Monitors may be fitted with capacitive touchscreen technology that ensures problem free operation for the life of the monitor and allows the console to be operated without the need for mouse or trackball. The console has two modes of operation to which it can be configured, using the AcomNOVUS Console Design Software. In the more traditional mode the console has a device known as the Media Dock connected via a USB interface. The Media Dock provides connectivity for all peripheral devices that allow the dispatch operator to effectively interact with the field resources.

These devices include

- Up to two jackboxes and associated headsets, wired or wireless, with or without PTT
- Up to four (4) purpose built mission critical Zetron speakers, one (1) for Select audio and the remaining for Monitored audio. Each speaker is rated to 5W with a ruggedized design that includes a volume control and voice activation LED. Up to eight (8) speakers can be connected to a console position with the addition of a second Media Dock.
- Footswitch
- Local I/O that can be used to activate functions on the console or can be used to drive lamp towers at the console desk to indicate the status of the operator.
- Local Telephone port to allow a desk phone from any parallel telephony system to utilize the same headset.
- Auxiliary Audio I/O to allow a local or remote input or output
- Instant Recall Recorder (IRR) capability

In conjunction with the Media Dock and configured with the Console Configuration Tool, audio-routing scripts based on open-standard XML provide custom audio-routing capabilities unique to each AcomNOVUS deployment. The system places the audio routing into a scripting engine that allows custom audio-routing profiles to be loaded dynamically into the Media Dock. As a result, any audio input can be directed to any audio output or have audio levels automatically adjusted based on the operator's console selections. This

means each deployment's audio switching requirements can be met through system configuration rather than hard coding.

Remote Console Positions

By removing the Media Dock from a position, a console can be operated in a more mobile fashion. This mode allows a console to be operated on either a laptop or tablet. Typical applications of this configuration could be deployment in mobile command or temporary dispatch operations. This configuration only offers a single audio routing option, due to the removal of the media dock. A remote console can be made functional by providing an IP connection and a USB connected headset or using a laptops build-in speakers and microphone. A console operating in this environment will still provide the user with the full console feature set the system has to offer.



Figure 1 Remote AcomNOVUS Tablet Console Position

Supervisor Console Positions

AcomNOVUS provides advanced functionality that, although can be implemented at any console, are usually reserved for use by shift leads or supervisors. These features include:

- Acknowledging system alarms

Clicking an alarm button displays an Alarm Log window, which shows information about active alarms. If an alarm is active it can be acknowledged by performing an Alarm Acknowledgement. This action does not clear the alarm, it merely lets the system know that someone is aware that the alarm is active so it can be processed and resolved.

- Intruding on an operator's call

Intruding on a console allows the supervisor to coach the console operator while listening in to their calls. The intruded console and the intruding console can communicate openly, the intruding (supervisor) console can hear all of the console operator's calls but cannot be heard by any of them.

- Overriding an operator's PTT

This feature enables a PTT from the supervisor's console to override an operators' PTT. This allows the supervisors to interrupt calls and take control of a channel.

- Radio Disable

This feature allows a console operator to stun or revive a mobile radio from a console position.

AcomNOVUS Console Configurations Overview

AcomNOVUS provides user flexibility in how console positions are used and configured. AcomNOVUS provides three different dispatch position configurations intended to address user needs. The configuration provided full feature operation, mobility, and advanced dispatcher capabilities. These positions are:

Console Position Type	Position Capabilities
Feature Mode Console Positions	This is a console position built on a COTS PC platform with Zetron provided interface and audio processing equipment. A feature mode console provides the full range of features and functionality to dispatch operators
Remote Console Position	A remote console position is an AcomNOVUS console running on a laptop or tablet computer. It can reside almost anywhere providing an IP network connection can be established between the mobile console and the AcomNOVUS core network. A mobile console position does not require the Zetron specific audio and interface hardware. It can be operated with a simple USB Microphone / Headset. Because no external hardware is required the console is limited to only two speakers
Supervisor Position	A supervisor position provides additional capabilities not found in a Feature Mode or Remote console position. These extra features are provided through software programming. Accessing supervisor features is provided to user having proper permission levels at login. Because these capabilities are provided by software any position can be used as a supervisor position based on proper user permissions.

Dynamic Resource Management

AcomNOVUS gives dispatchers dynamic control over the radio and telephone resources that appear on their screen. Through a simple drag-and-drop procedure or by selecting a button, dispatchers can add or remove telephone and radio resources to or from their screens as the situation demands. As a result, consoles can be modified quickly and easily in response to unexpected incidents, emergencies and dispatchers' changing needs.



Figure 2 AcomNOVUS Console Screen Resource Button Example

The AcomNOVUS Console Software provides operators with a wide range of programmable functions, such as:

- Radio and telephone queues with priority queuing
- Call history display
- Patching and conferencing
- Channel Select
- Working groups
- Answer next
- Hold
- Dial
- Memory (Speed) Dial
- Last number redial (LNR)
- Transfer
- Call Forward
- Conference
- Mute
- Clear
- Transmit (PTT)
- Transmit All
- Instant Transmit
- Automatic calling and streaming video display through HTML hyperlinks
- HTML pages for document display
- SELCAL
- Fully programmable paging
- Full duplex direct and addressable intercom
- Audio level controls
- Control of auxiliary relays (doors, alarms, etc.)
- Utility Audio (TV, commercial radio, etc.)
- Configuration management

AcomNOVUS Call Stacks

Call Stacks are interactive lists of calls which are filtered, sorted, and color coded based on specified criteria. They can be created to manage radio, intercom, and phone calls. It is a filtered view of the global call system in the AcomNOVUS switch that records all phone, radio, and intercom activity. Interacting with a Call Stack can be done with a mouse or dedicated function buttons. Call Stacks are updated automatically showing activity and status of assigned calls.

Through Call Stacks you can answer, acknowledge, end, or initiate call back to a radio unit or phone number associated with the call. Data calls can also be documented and acknowledged through the Call Stack. The Call Stack serves as an interactive record of sent and received console calls.

The call stack can be configured to display only information deemed important to users about a call. Information displayed can be labeled according to a user's preference. The presentation of information is based on configurable parameters:

- Filter: used to specify which calls should be displayed in a stack
- Sort: calls can be sorted by information in any Call Stack data column
- Color Display: information can be color coded based on a call's attribute status
- Sound: Sounds can be generated to notify an operator, regarding a call's status.
The sound can be generated once at an interval

☐ P25 Call Alert	☐ P25 Emergency Alarm	☐ P25 Mobile Status
☐ P25 Short Messages	☐ Activity Queue	☐ Phone Queue

UP	DOWN	OK	CLEAR	DELETE
----	------	----	-------	--------

Time	Number	Talk Group	Line	Mode
16:08:17	856488	Trunk Group 4	Line 13	Normal
16:08:02	5050000900000199		Radio 260	Normal
16:07:35	5050000900000199	200011	Radio 260	Normal
16:06:12			PABX Line 16 (ext 297)	Emergency
16:04:31			PABX Line 14 (ext 294)	Normal

Figure 3 Call Manager Call Stacks Overview

AcomNOVUS Information Management System - Surveyor

Surveyors logs alarms, operator events, and call detail records into a database and provides real-time views in addition to an extensible reporting engine to review the data. Surveyor is a Windows service that collects event data from the AcomNOVUS over IP communications, and stores the collected alarm and MIS data into a SQL Server database. Surveyor hosts a web configuration page for managing the connections as well as accessing web reports.

Surveyor is connects into the AcomNOVUS system, over the IP network, through this interface it collects fault data and call detail data as they occur. Multiple collection points can be provided. This provides redundancy to continue collecting data in the case of a system fault.

When redundant collection points are in place, events are collected simultaneously and duplicates are discarded. Surveyor processes the data and writes records to a SQL Server database. MS SQL Server has a rich feature-set beyond Surveyor that IT groups may appreciate. The database can be queried to generate reports based on user-specified parameters. The database may be on the same machine as Surveyor or another that can be reached via IP. Data base management can be an automated process to prevent filling the hard drive. Ad-hoc purges may also be performed from the Surveyor web interface.

Beyond the real-time alarm and console status, Surveyor provides some reports for querying long term system activity. Reports are written in the Report Definition Language, an open format for defining the presentation of report data. A suite of reports are included in the Surveyor installation, and further user-created reports could be added using the MSRS Business Intelligence tools and MS Reporting Services web tool provided with MS SQL Server.

Surveyor can reach out to other AcomNOVUS data sources to collect META data to be used with the reports. AcomNOVUS Profile Manager and AcomNOVUS Entity Manager alias data is used, if available, to enhance the reports. With monitoring of these external data sources, new reports will always have the most current aliasing META data.

City of Roseville, CA
Request for Proposals 800MHz Radio System Replacement

Start Date and Time

10/27/2014

End Date and Time

10/30/2014 3:27:00 PM

Line Number

All

1

of 1

100%

Find | Next

Radio Rx Activity

ZETRON

Site Name	Start Time	End Time	Duration	CLI	Line#	Line Alias
T88	29-Oct-14 10:17:56	29-Oct-14 10:18:32	00:00:36		1201	
T88	29-Oct-14 10:19:28	29-Oct-14 10:19:42	00:00:14		1201	
T88	29-Oct-14 10:19:52	29-Oct-14 10:20:00	00:00:08		1201	
Summary - Average Duration:			00:00:19	Total Number of CD's:		3
Shortest CD	29-Oct-14 10:19:52	29-Oct-14 10:20:00	00:00:08		1201	
Longest CD	29-Oct-14 10:17:56	29-Oct-14 10:18:32	00:00:36		1201	

Version: 1.0

Page 1 of 1

Version: 1.0

Page 1 of 1

Figure 4 Surveyor Call Activity Report

User Profile Management

With AcomNOVUS profile-based log-ins, administrators can configure the system to display particular functions, allow access or provide certain screen layouts according to user's profile. Log-in capabilities range from basic-user screen startup to full, authenticated log-in control.

Update operator information

First Name: Last Name:

Operator Logon Information

Logon Password

Change Logon/Password

Select Audio Monitor Audio PC Tones Intercoms Operator Privileges Resources

Line Groups Registration Miscellaneous Operator Roles Callstack Configuration Caller Numbers

OpenSky® Registration Information

Mobile ID Password

P25 Registration

CSSI Mobile Id DFSi Mobile Id

Privileged Line Group

MDC1200 / GEstar Registration

MDC1200 GEstar

Ok Cancel

Figure 5 User Profile Management Window

Any number of screen configurations can be created and assigned to any position. For example, configurations can be created based on resource needs, dispatch functions to be performed, duty shifts, scenario management, supervisory and maintenance roles, and training exercise simulations. “Location-based resource” configurations can be created using icons overlaying graphical bitmaps to indicate the locations of communications resources such as radios and telephones in the customer's network. Configurations can be assigned to an operator automatically depending on his or her log-on profile, they can be modified “on the fly” as circumstances warrant (with appropriate authorization), and they can be created, published, and activated by supervisory personnel using network management resources.

AcomNOVUS User Interface

The AcomNOVUS Console Software (ACS) application adopts an “any function, any size, any resource, any appearance, any location” paradigm for designing and configuring a console interface screen. Figure 6 provides an example screen configuration utilizing a traditional “button” based configuration.



Figure 6 Example of a "Button" Based AcomNOVUS ACS to transition from a Motorola Centracom Gold Elite

Figure 7 is an example of an embedded browser in the dispatch screen which allows an operator to reference HTML or PDF based documentation such as first-aid information, map images, web-cams, manuals, maintenance logs or standard operating procedures. The information presented by these HTML or PDF files can be developed by the customer to match existing procedures and documentation. If the files created have hyperlinks, the operator can browse these at the console position while answering calls, transmitting on radio channels, or releasing access doors. The great advantage to having this information available in an online format is that it can be centrally updated such that all operators are working from the most current information resources. If the hyperlinks are for a telephone directory and the number is stored, the operator can click the hyperlink and generate an outgoing telephone call using an outbound trunk group.

These files can be centrally held on a closed LAN network, or stored directly on the console PC. The AcomNOVUS system consoles can be integrated with PCs running multiple applications such as CAD, passenger information display systems, other PC based applications, or can be run on a standalone PC.

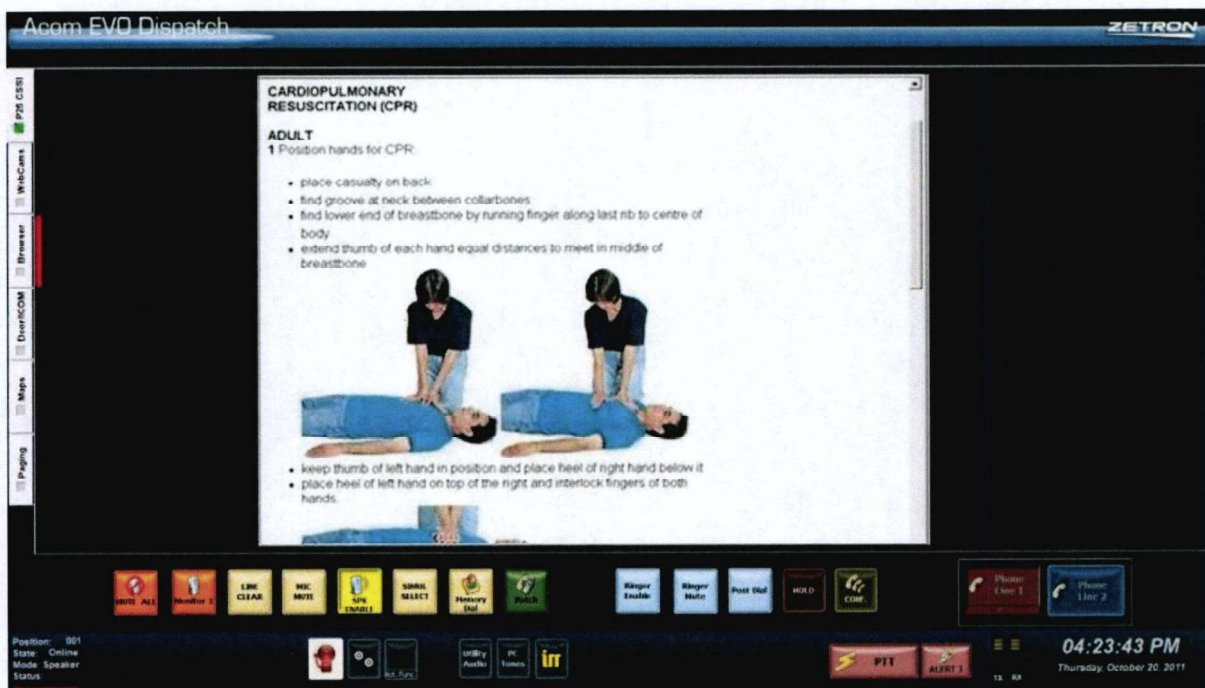


Figure 7 Example of an Embedded HTML or PDF Browser in the AcomNOVUS Operator Screen

City of Roseville, CA
Request for Proposals 800MHz Radio System Replacement

Figure 8 shows an application using either text lists, or just free form text on a console tab within the ACS operator screen. This allows operators to not have to use notes stuck to the console or post-it notes for supplemental information. Again this information can then be centrally updated such that all operators are working from the most current information resources.

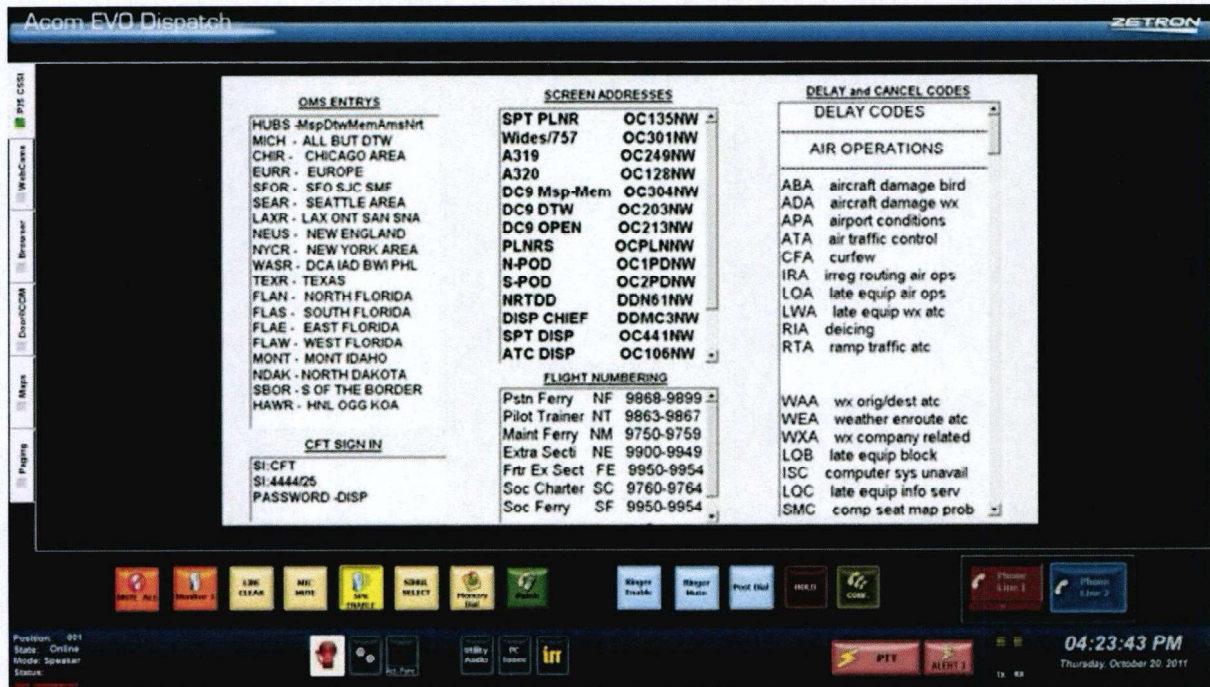


Figure 8 Example of Text Lists or Free Form Text in the AcomNOVUS Operator Screen

Figure 9 shows an example of a “location-based resource” screen configuration that can be created using icons overlaying graphical bitmaps to indicate locations of communication resources such as radios and telephones in the customer radio network, such that a dispatcher could select the location of a communications resource rather than just a labeled icon. Configurations can be assigned to an operator automatically depending on his or her log-on profile.

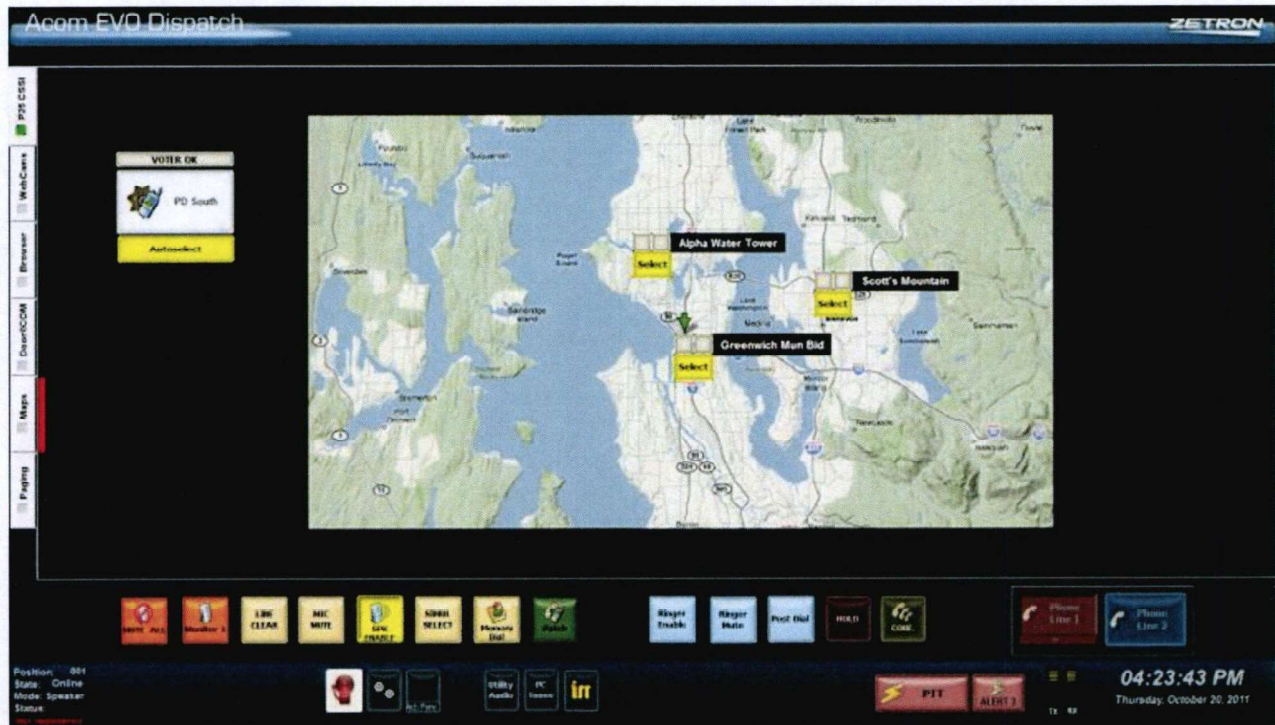


Figure 9 Example of Map Based AcomNOVUS ACS for Resource Location

Figure 10 is an example of a “location-based resource” screen configuration that can be created using icons overlaying graphical bitmaps to indicate other AcomNOVUS console positions for intercom. This is a standard feature of the AcomNOVUS Communication System.



Figure 10 Example of Graphic Based AcomNOVUS Operator Screen for Intercom Communication

Figure 11 is an example of a screen configuration that allows dispatchers to instantly view multiple time zones directly from the operator screen. These time zones can be displayed either on colored panels on any or multiple tabs, or graphically on a service coverage map.

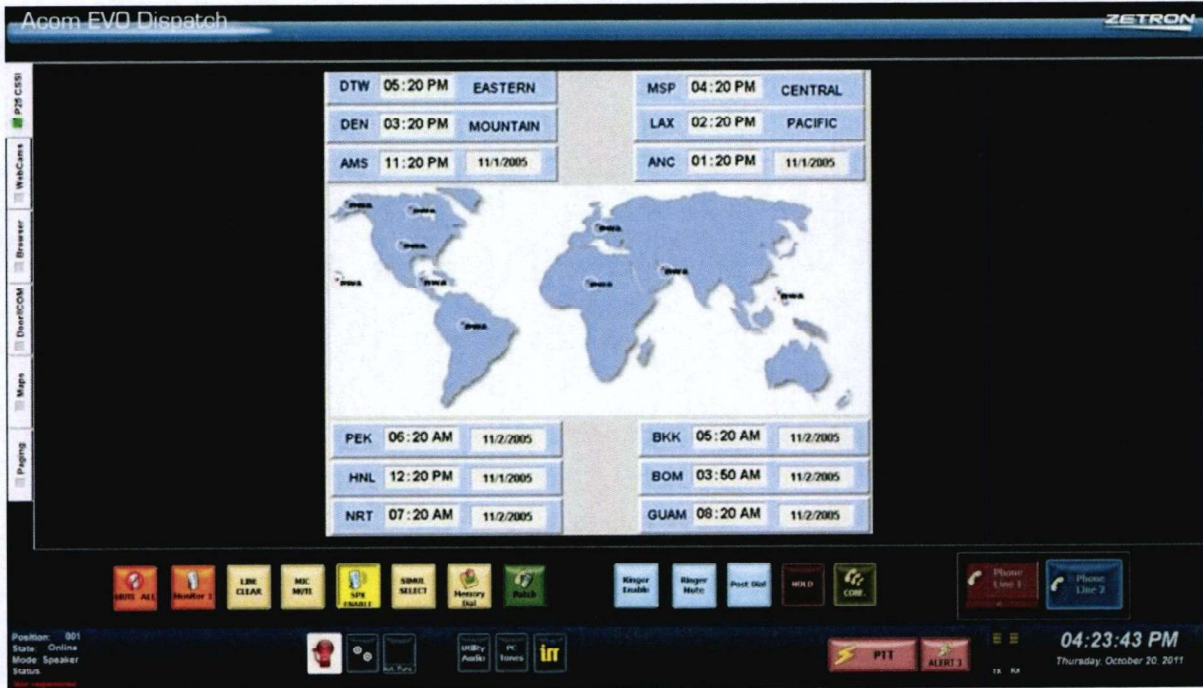


Figure 11 Example of multiple time-zone feature within the AcomNOVUS Operator Screen

AcomNOVUS Console Design Software (CDS)

The AcomNOVUS Console user interface allows for flexible design and configuration of console interface screens. “Drag and drop” design tools are used to create the console screens and to assign system resources to buttons and other screen elements.

AcomNOVUS screen configurations are created using AcomNOVUS Console Design Software (CDS), a Windows-based application that provides all of the graphical design tools and editing functions needed to fashion user interfaces for the AcomNOVUS Console Screen. CDS provides a simple, highly intuitive interface that allows screen configurations to be created and edited quickly. Through CDS, AcomNOVUS provides a wide range of functionality and capabilities, with screen layouts that provide icons/keys for accessing all communication resources, function controls, calling queues, information display areas, and user databases (e.g., telephone directories, one-touch dialing and pre-programmed paging lists, alarm logs, etc.). Screens can be configured with a variety of user tools such as list boxes, resource-based graphics, tabbed windows, and browsers.

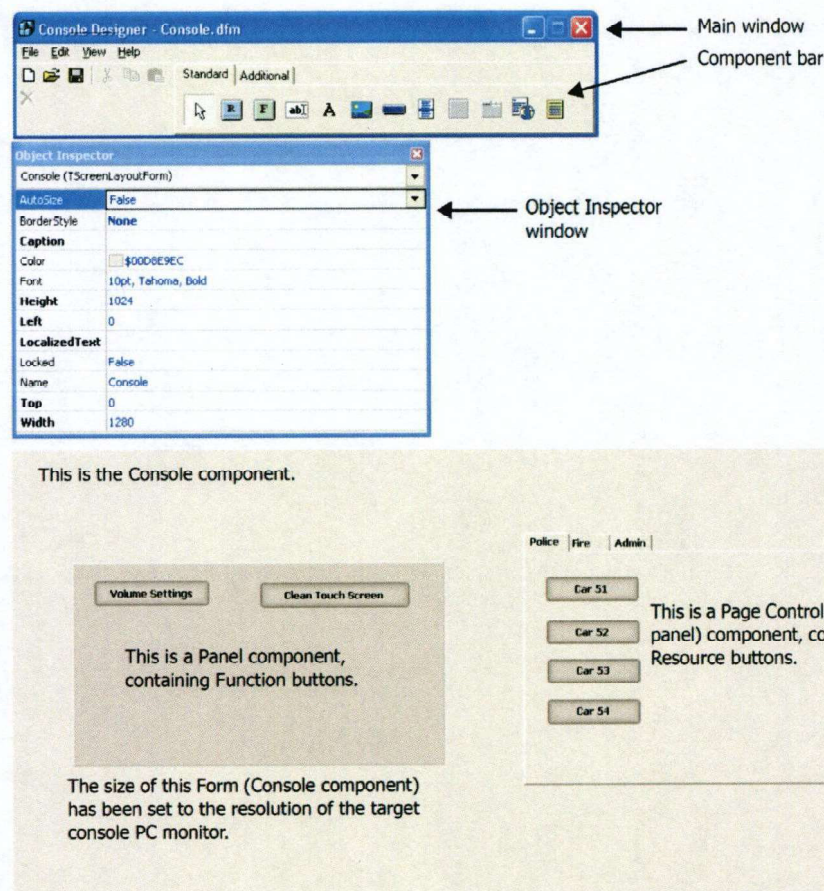


Figure 12 CDS Designer Example

AcomNOVUS Management Tools

The AcomNOVUS Console Manager application offers a built in IP diagnostics tool to determine if the connected IP network is running as expected.



Figure 13 AcomNOVUS Management Application Diagnostic Tools

Integrated alarm and reporting management tools can be configured to either link to external contacts or provide a Simple Network Management Protocol (SNMP) trap. This greatly simplifies system error diagnosis and system maintenance.

The AcomNOVUS solution also has a comprehensive data storage and reporting package known as Surveyor, that collects call and alarm messages from the system and allows a variety of web based reports to be generated quickly and easily. This helps managers monitor the system and dispatcher performance and helps detect and diagnose potential issues.

These built-in IP-diagnostic tools and system-management capabilities help keep the AcomNOVUS system running optimally for the life of the system.

SCHEDULE E

DELIVERY / PAYMENT SCHEDULE

MILESTONE	Date	Contract Dollars	Contract Payment %
Receipt of Purchase Order		\$ 63,218.11	10%
Delivery of Preliminary Design Review (PDR)		\$158,045.26	25%
Completion of Factory Acceptance Test (FAT)		\$252,872.41	40%
Completion of Site Acceptance Test (SAT)		\$158,045.26	25%
Supply and Installation of Zetron Communications System, and Training (not a milestone)		\$632,181.04 (subtotal)	
5-year Gold Maintenance Service Plan (not a milestone)		\$253,740.06	
		\$885,921.10 Contract Price	

1. Any delay caused by Customer will result in a day for day delay in the due date of all subsequent milestones.
2. The delivery schedule is subject to change by mutual agreement of the parties.
3. All dollars in this table are expressed as U.S. Dollars and are based on a total contract value equal to the Contract Price set forth above.
4. Each annual installment of the Gold Maintenance Service Plan fee is due to Zetron prior to the beginning of each 12-month service plan.

1 st year	included	4 th year	\$50,345.25
2 nd year	\$50,345.25	5 th year	\$50,345.25
3 rd year	\$50,345.25	6 th year	\$52,359.06
5. Taxes, as applicable, are included in the above amounts.
6. Payment is due net 30 days.
7. Failure to make timely payment may cause delay in delivery of any subsequent delivery milestones.
8. If Customer delays 15 consecutive days or more, payment becomes due for the applicable milestone.

SCHEDULE E-1

MAY 22, 2017 COST PROPOSAL

ZETRON, INC.

Response to City of Roseville, CA
Response for Proposals
800MHz Radio System Replacement

TAB G: Cost Proposal

May 22, 2017

ZETRON

12034 134th Ct NE | Redmond, WA 98052 | (p) 425.820.6363 | (f) 425.820.7031 | www.zetron.com

City of Roseville RFP Pricing Workbook

Dispatch Console

Proposer:

Zetron, Inc.

Section 1: Dispatch Console Mandatory Items						
Item #	Description	Unit List Price	Discount %	Unit Sales Price	Quantity	Extended
1	Console: Common Equipment	\$ 124,265.00	15%	\$ 105,625.25	1	\$ 105,625.25
2	Console: Server Equipment	\$ 35,800.00	15%	\$ 59,200.00	1	\$ 59,200.00
3	Console: Network LAN/WAN Equipment	\$ 7,600.00	15%	\$ 6,460.00	1	\$ 6,460.00
4	Console: Dispatch Position	\$ 18,950.00	15%	\$ 16,107.50	10	\$ 161,075.00
5	Console: 6-wire Headset	\$ 285.00	15%	\$ 242.25	20	\$ 4,845.00
6	Console: Instant Recall Recorder (INCLUDED)	\$ -	0%	\$ -	10	\$ -
7	Console: Implementation Costs	\$ 89,220.00	15%	\$ 75,837.00	1	\$ 75,837.00
8	Console: Programming Equipment	\$ 8,325.00	15%	\$ 7,076.25	1	\$ 7,076.25
9	Console: Spare Equipment (Lot)	\$ 34,674.00	15%	\$ 29,472.90	1	\$ 29,472.90
10	Option: Console Touch Screen (per console)	\$ 695.00	15%	\$ 590.75	10	\$ 5,907.50
11	Option: Desk Microphone (per console)	\$ 595.00	15%	\$ 505.75	10	\$ 5,057.50
12	Option: AES Encryption (per console)	\$ 2,100.00	15%	\$ 1,785.00	10	\$ 17,850.00
13	Option: CAD Interface	\$ 10,500.00	15%	\$ 8,925.00	1	\$ 8,925.00
14	Option: Software Application-based Console (NO HARDWARE INCLUDED)	\$ 6,300.00	15%	\$ 5,355.00	3	\$ 16,065.00
15	Option: Console integration and Interoperability testing at P25 radio vendor facility (assume North America location for 1 week testing)	\$ 28,500.00	15%	\$ 24,225.00	1	\$ 24,225.00
16	Gold Maintenance Service Plan Year 1	\$ 39,937.00	0%	\$ 39,937.00	1	\$ 39,937.00
17	Decommissioning of existing console system and delivery to Roseville nominated location	\$ 22,740.00	0%	\$ 22,740.00	1	\$ 22,740.00
18	Addition of 5 x Acom Radio Gateways (ARG) at single location, 19" rack mount kits, configuration/test.	\$ 24,250.00	0%	\$ 24,250.00	1	\$ 24,250.00
Extended Total (excluding Sales Tax)						\$ 614,548.40
Sales Tax (7.25% of Taxable Items)						\$ 29,650.28
Extended Total (including Sales Tax)						\$ 644,198.68
Section 2: Optional Items						
Item #	Description	Unit List Price	Discount %	Unit Sales Price	Quantity	Extended
1	Option: Console Touch Screen (per console)	\$ 695.00	15%	\$ 590.75	0	\$ -
2	Option: Desk Microphone (per console)	\$ 595.00	15%	\$ 505.75	0	\$ -
3	Option: AES Encryption (per console)	\$ 2,100.00	15%	\$ 1,785.00	0	\$ -
4	Option: CAD Interface	\$ 10,500.00	15%	\$ 8,925.00	0	\$ -
5	Option: Software Application-based Console (NO HARDWARE INCLUDED)	\$ 6,300.00	15%	\$ 5,355.00	0	\$ -
6	Option: CSSI Interface and Implementation (Price for 5 ADDITIONAL P25 CSSI talkpaths. 20 x P25 CSSI talkpaths are included in system)	\$ 10,500.00	15%	\$ 8,925.00	0	\$ -
7	Option: Console integration and Interoperability testing at P25 radio vendor facility (assume North America location for 1 week testing)	\$ 28,500.00	15%	\$ 24,225.00	0	\$ -
Section 3: Training						
Item #	Description	Unit List Price	Discount %	Unit Sales Price	Quantity	Extended
1	Console System Management Training (Training provided for 3 Roseville and 3 Silke Support Staff)	\$ 3,925.00	15%	\$ 3,336.25	1	\$ 3,336.25
2	Console System Maintenance Training (Training provided for 3 Roseville and 3 Silke Support Staff)	\$ 7,395.00	15%	\$ 6,285.75	1	\$ 6,285.75
3	Dispatch Console Operator Training (1 week of 8 classes total)	\$ 3,950.00	15%	\$ 3,357.50	3	\$ 10,072.50
Section 4: Maintenance and Support Services						
Item #	Description	Price for 1st Maintenance Year	Price for 2nd Maintenance Year	Price for 3rd Maintenance Year	Price for 4th Maintenance Year	Price for 5th Maintenance Year
5	Gold Maintenance Service Plan	included.	\$ 52,995.00	\$ 52,995.00	\$ 52,995.00	\$ 52,995.00
Item #	Description	Price for 6th Maintenance Year				
5	Gold Maintenance Service Plan	\$ 55,114.80				

City of Roseville RFP Pricing Workbook

Dispatch Console

Proposer:

Zetron, Inc.

Pricing Summary:

	Total (excl. Tax)
Section 1: Dispatch Console Mandatory Items	\$ 614,548.40
Section 2: Options	\$ -
Section 3: Training	\$ 19,694.50
Sales Tax (7.25% of Taxable Items)	\$ 29,650.28
System (Capital Expense) Total:	\$ 663,893.18
5% JVCKENWOOD Discount	\$ (31,712.15)
System (Capital Expense) Total:	\$ 632,181.04

Extended Support & Maintenance are extended to the City of Roseville at the price of \$253,740.06 (including 5% JVCKENWOOD discount) and will be invoiced and paid annually prior to the beginning of each year's support per the following schedule:

- Year 1: Included (Warranty)	\$ -
- Year 2:	\$ 50,345.25
- Year 3:	\$ 50,345.25
- Year 4:	\$ 50,345.25
- Year 5:	\$ 50,345.25
- Year 6:	\$ 52,359.06
Support & Maintenance (Operational Expense) Total:	\$ 253,740.06

SCHEDULE F

ACCEPTANCE TESTS

The **Factory Acceptance Test (FAT)** procedure is prepared by a Zetron project engineer. The FAT focuses on the functionality of the Zetron Communications System in a controlled environment excluding any items that must be tested at Customer's site such as live circuitry, third party interfaces, etc. The Zetron project engineer uses a checklist to determine pass-fail test results. Upon completion of the test, which takes place at Zetron's location, the test results are reviewed to determine whether the Zetron Communications System performs and is manufactured in accordance with Zetron's specifications and this Contract and is ready for shipment. Customer's attendance during the FAT is optional. If Customer is in attendance, Customer signs off on the FAT checklist prior to shipment as does the Zetron project engineer and Zetron project manager. Customer also signs the Certificate of Delivery – Factory Acceptance Test (FAT) in person or if not in attendance, upon receipt. Zetron's project manager also signs the certificate. In the event that the FAT identifies area(s) of nonconforming performance that do not materially affect the operation of the Zetron Communications System, Customer shall agree to Provisional Acceptance and Zetron shall promptly remedy such nonconformance on a mutually agreed schedule. The certificate has space to list exceptions, i.e., issues that Zetron will resolve. Once the issues are resolved, only the related portion of the system is retested. The current form of certificate is attached. Once certificate is signed, Zetron is authorized to invoice Customer for the FAT milestone.

The **Site Acceptance Test (SAT)** procedure is prepared by a Zetron project engineer. The SAT focuses on the Zetron Communications System in its operational environment, testing the installation (all wires), all hardware (consoles, radio interfaces, telephone interfaces, etc.), and software, replicating what was tested in the factory as well as testing those items that could not be tested there. After the Zetron Communications System is installed at Customer's site, the SAT is conducted by a Zetron project engineer or a Zetron customer support engineer to verify that the Zetron Communications System performs and is manufactured in accordance with Zetron's specifications and this Contract. The engineer uses a checklist that lists the steps to be taken to test the system. Customer, either through a lead technician or other suitably qualified representative, is required to be present for the SAT. Customer's representative signs off on the SAT checklist as does a Zetron engineer and Zetron project manager. Upon completion of the SAT, the Customer also signs the Certificate of Delivery – System Acceptance Test (SAT) either onsite or promptly after receipt. Zetron's project manager also signs the certificate. In the event that the SAT identifies area(s) of nonconforming performance that do not materially affect the operation of the Zetron Communications System, Customer shall agree to Provisional Acceptance and Zetron shall promptly remedy such nonconformance on a mutually agreed schedule. The certificate has space to list exceptions, i.e., issues that Zetron will resolve. Zetron will discuss these issues with Customer to establish an action plan. Once the issues are resolved, only the related portion of the system is retested. The current form of certificate is attached. The signed certificate constitutes final acceptance and beneficial use of the Zetron Communications System by Customer. Once certificate is signed, Zetron is authorized to invoice Customer for the SAT milestone. The Warranty Period starts on the date the SAT is completed.

CERTIFICATE OF DELIVERY
Factory Acceptance Test (FAT)

Customer Name: (Customer Name) ("Customer")

Project Name: (Project Name)

Project Number: (Project Number)

Delivery Of FAT-

Customer agrees that the following item(s) was provided by Zetron, Inc., and acknowledges successful completion of the FAT. All items noted in the factory acceptance item description document provided are complete and are accepted.

Zetron, Inc. is hereby authorized to invoice Customer for the Factory Acceptance Test (FAT) milestone. Customer agrees to pay the invoice as described in the contract between Zetron and Customer.

1 Factory Acceptance Test

The FAT is complete and accepted, with exception of the following minor deliverables (none unless otherwise listed below) that must be completed prior to the Site Acceptance Test (SAT).

1

2

3

4

5

Customer's Authorized Representative:

Zetron Representative:

Print Full Name:

Print Full Name:

Title:

Title:

Project Manager

Signature:

Signature:

Date:

Date:

CERTIFICATE OF DELIVERY
Site Acceptance Test (SAT)

Customer Name: (Customer Name) ("Customer")

Project Name: (Project Name)

Project Number: (Project Number)

Date SAT Completed: (Date)

Delivery Of SAT-

Customer agrees that the following item(s) was provided by Zetron, Inc., and acknowledges successful completion of the SAT. All items noted in the site acceptance item description document provided are complete, optimized, and the Zetron Communications System is accepted and ready for beneficial use by Customer. The Warranty Period begins on the date the SAT was completed.

Zetron, Inc. is hereby authorized to invoice Customer for the Site Acceptance Test (SAT) milestone.
Customer agrees to pay the invoice as described in the contract between Zetron and Customer.

1 Site Acceptance Test

The SAT is complete and accepted, with exception of the following minor deliverables (none unless otherwise listed below) that must be completed according to a mutually agreed schedule.

1

2

3

4

5

Customer's Authorized Representative:

Zetron Representative:

Print Full Name:

Print Full Name:

Title:

Title:

Project Manager

Signature:

Signature:

Date:

Date:

SCHEDULE G
CHANGE ORDER FORM

Change Order

Project Name: _____

Contract Number: _____

Change Order Number: _____

Vendor: Zetron, Inc.
PO Box 97004
Redmond, WA 98073-9704
Attn: Contract Fulfillment Dept. / Project Manager

The contract between Zetron, Inc. and (Customer) ("Customer") dated _____ shall be changed as follows:

1. _____
2. _____

EXCEPT AS PROVIDED IN THIS CHANGE ORDER, ALL OTHER TERMS AND CONDITIONS IN THE ABOVE REFERENCED CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Additional time for this change: _____ Revised Completion Date: _____

Original Contract:	\$ _____
Previously Approved Change Orders:	\$ _____
Current Contract Amount:	\$ _____
Previously submitted and pending Orders	\$ _____
This Change Order Amount:	\$ _____

Zetron, Inc.
Authorized Signatory: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Customer
Authorized Signatory: _____ **Date:** _____

Printed Name: _____ **Title:** _____

SCHEDULE H
LABOR AND MATERIALS PAYMENT BOND

RESOLUTION NO. 17-315

APPROVING A SYSTEM SALES CONTRACT BY AND BETWEEN THE CITY OF ROSEVILLE AND ZETRON, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a system sales contract regarding the 800 MHz Radio System replacement, by and between the City of Roseville and Zetron, Inc., has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this 5th day of July, 2017, by the following vote on roll call:

AYES COUNCILMEMBERS: Gore, Alvord, Herman, Allard, Rohan

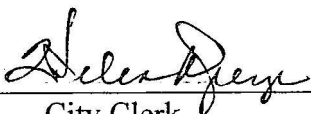
NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



MAYOR

ATTEST:


City Clerk



COUNCIL COMMUNICATION

CC #: 2702

File #: 0900-07 & 0201-01

Title: Mike Shellito Indoor Pool Replastering Project – Award of Contract and Budget Adjustment

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

Meeting Date: 5/17/2023

Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

- 1) Award the project to the apparent low bidder, Dave Gross Enterprises, Inc. dba Adams Pool Specialties, for the Mike Shellito Indoor Pool Replastering Project. in the amount of \$382,600; and
- 2) Adopt a resolution authorizing the City Manager to execute the agreement on behalf of the City of Roseville and providing change order authority of 10% of the contract amount; and
- 3) Adopt an ordinance to approve a budget adjustment in the amount of \$160,000.

BACKGROUND

The Mike Shellito Indoor Pool facility is located on Fairway Drive in the Highland Reserve Specific Plan. The facility was constructed in 2009 and contains two pools, a lap pool and a warming pool. Both pools' plaster finish has exceeded its useful life and is in need of replacement. The project scope of work includes the removal and replacement of the plaster and tiles for both pools, replacement of drain grates to meet current safety codes, and minor repairs to existing pool lights. Additive alternates identified for bidding included replacement of the coping stones on both pools and replacing all underwater lights with LED fixtures.

City Council approved the plans and specifications and authorized the call for bids at the March 15, 2023, meeting. Bids were opened on April 4, 2023, and staff received two bids for the project. The bid results are as follows:

<u>Bidder</u>	<u>Total Lump Sum Bid</u>
Dave Gross Enterprises, Inc. DBA Adams Pool Specialties	\$382,600

Condor, Inc. \$569,000

Engineer's Estimate \$384,367

If approved, the project will begin in June 2023.

FISCAL IMPACT

Initial funding for the project is provided through General Fund year-end surplus funds from the FY2020-21 budget. To fully fund the project, staff is requesting approval of a budget adjustment in the amount of \$160,000. The funding for this request will come from (1) re-directed unspent funds (\$70,000) in the Mahany Tennis Court Refurbishment project (500243), (2) re-directed unspent funds (\$40,000) from the Maidu Trail Improvements project (400136), and (3) a reduction to available resources (\$50,000) in the PRL Capital Projects Fund (3130). Both PRL projects with budgets being reduced are complete and are also in the PRL Capital Projects Fund (3130), so no transfer is required. Ongoing maintenance costs are funded through the PRL operating budget in the General Fund. There will be no additional maintenance cost as a result of this project.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal C - Maintain a safe and healthy community

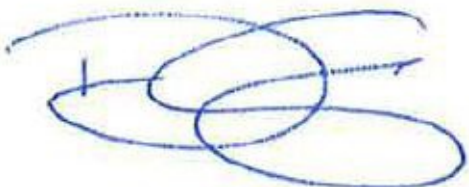
Goal D - Enhance economic vitality

Goal E - Deliver exceptional city services

Respectfully Submitted,

Joel De Jong, Park Development Project Manager

Jill Geller, Director, Parks, Recreation & Libraries



Dominick Casey, City Manager

ATTACHMENTS:

Description

- Vicinity Map
- Resolution 23-171
- Agreement
- Ordinance 6650
- Budget Adjustment
- Bid Summary

Vicinity Map
Mike Shellito Indoor Pool



Mike Shellito Indoor Pool

RESOLUTION NO. 23-171

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

WHEREAS, an Agreement for the Mike Shellito Indoor Pool Replastering Project, by
and between the City of Roseville and Dave Gross Enterprises, Inc., has been reviewed by the
City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to
approve change orders for the project, consistent with the contract terms, provided that the net
cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation, ("CITY"), and Dave Gross Enterprises, Inc., a California Corporation, ("CONTRACTOR"); and

W I T N E S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 15th day of March, 20 23, approved plans and specifications for the Mike Shellito Indoor Pool Replastering Project and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 4th day of April, 20 23; 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 _____
Mike Shellito Indoor Pool Replastering 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 hundred eighty two
thousand, six hundred and 00/100 dollars (\$ 382,600.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

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

e. This contract.

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

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

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 60 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

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

CITY OF ROSEVILLE

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

CONTRACTOR

Dave Gross Enterprises, INC
Dpa- Adams Pool Specialties
7 Wayne Court
Sacramento, CA 95829

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

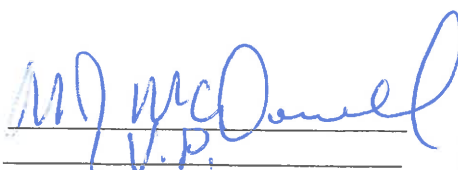
BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) 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

Dave Gross Enterprises, Inc., a
California Corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: _____

and

ATTEST:

BY: _____
its: _____

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Jill Geller
Print Name: Jill Geller

Title: Parks, Recreation & Libraries Director

ORDINANCE NO. 6650

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for Mike Shellito Indoor Pool Replastering 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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Tara Gee, Park Planning and Development Manager FISCAL YEAR: 2022-23
PREPARER NAME & TITLE: Rendi Hodge, Management Analyst COUNCIL DATE (if applicable): 5/17/2023
DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Park Development ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3130	5433	84001	500250	160,000	Increase the expenditures for the Mike Shellito Pool Replaster and Tile Replacements project
3130	6587	84001	500243	(70,000)	Decrease the Mahany Tennis Court Refurbishment project to redirect to Mike Shellito Indoor Pool Replaster and Tile Replacements project
3130	6587	84001	400136	(40,000)	Decrease the Maidu Trail Improvements project to redirect to Mike Shellito Indoor Pool Replaster and Tile Replacements project
TOTAL				50,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

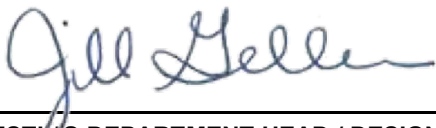
NET ADJUSTMENT	50,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3130				(50,000)	Decrease available resources in PRL Capital Projects Fund
TOTAL				(50,000)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries (PRL) department is requesting to increase the budget for the Mike Shellito Indoor Pool Replaster and Tile Replacements project (500250) by \$160,000 for a total project budget of \$460,000. Both the plaster and tiles in the swimming and warming pools are at or have exceeded their end-of-life cycle. The funding for this request will come from (1) excess budget (\$70,000) in the Mahany Tennis Court Refurbishment project (500243), (2) excess budget (\$40,000) in the Maidu Trail Improvements project (400136), and (3) a reduction to available resources (\$50,000) in the PRL Capital Projects Fund (3130). Both PRL projects that are reducing their budgets are also in the PRL Capital Projects Fund (3130), so no transfer is required.

REQUIRED APPROVALS:			
		04/21/2023	
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE	
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE	
CITY MANAGER / DESIGNEE		DATE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019

IFB # 13-333

DATE: April 4, 2023

TIME: 3:00 PM

BID BOND REQUIRED: **Yes**

BID SUMMARY SHEET

BID OPENING FOR:

**Mike Shellito Indoor Pool Replastering
Project**



Bidders Name City, State	Addendum 1	Bid Bond	Grand Total
Condor Inc. El Monte, CA	✓	✓	\$ 569,000.00/xx
Adams Pool Specialties Sacramento, CA	✓		\$ 382,000.00/xx

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)

Melissa Lipp
Joel DeJong
Joe Speaker
Carmen Avalos



COUNCIL COMMUNICATION

CC #: 2699
File #: 0203-07

Title: Electric Generation Vapor Compressor – Purchase Order Amendment
Contact: Matt Garner 916-746-1691 mgarner@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council approve an amendment to Purchase Order #9014382 with American Compressor Company to increase the not-to-exceed spending total from \$205,061.18 to \$210,964.98 to include shipping costs.

BACKGROUND

The Roseville Energy Park (REP) uses a Zero Liquid Discharge (ZLD) system to reduce the amount of water needed for the power generation process and to process water demineralization wastes. Rotary lobe vapor compressors are used in the ZLD to increase the efficiency of the process.

The ZLD vapor compressors are exposed to high chlorides content water, high temperatures and continuous service. These operating conditions cause erosion and other maintenance issues which staff contends with regularly. The current vapor compressors have been repaired multiple times and are reaching end of life. The requested vapor compressors will replace the current in-service compressors when they fail.

The rotary lobe vapor compressors that are installed are Howden Roots Model 1216 RGS. American Compressor Company is the sole factory authorized distributor of the vapor compressor model used in the REP Zero Liquid Discharge process. Staff recommended the approval of a Sole Source purchase of two rotary lobe vapor compressors from American Compressor Company, which the City Council approved at its March 15, 2023 meeting. The original quote did not include shipping costs and staff recommends amending the Purchase Order spending limit to allow for distributor packaging and shipping of the equipment.

FISCAL IMPACT

The total cost of services will not exceed \$210,964.98. Funding is included in the Electric Department's FY2022-23 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. Approval of a sole source purchase order meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Matt Garner, Power Generation Superintendent

Dan Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

American Compressor Quote - Revised



10144 FREEMAN AVENUE
P.O. BOX 2217 • SANTA FE SPRINGS, CA 90670-0213
(562) 944-6188 • FAX (562) 946-8365

April 27, 2023

Roseville Energy Park
5120 Phillip Road
Roseville, California 95747

Attention: Jason Sherrer
Phone: 661 330 9817
Email: jsherrer@roseville.ca.us

Reference: Roots 1216 RGS-J Steam Vapor Compressor.
Our Files: ro2279qt & 230310-b

Jason,

Qty	Description	Each	Total
2.	1216 RGS-J-V-N-PL-71	\$95,156.00	\$190,312.00
	Rotary lobe gas blower / steam vapor compressor		
	Duplicate to serial LR16-10151		
	Inbound Freight		\$3,920.00
			\$194,232.00
	7.75% Sales Tax		\$15,052.98
	Outbound Freight		\$1,680.00
			\$210,964.98

Delivery: 32 to 34 weeks after receipt of written purchase order.
Shipment: FOB Santa fe Springs, California.
Payment Terms: Net 30 Days

Thank you for this opportunity to be of service. If you have any further questions, please contact this office.

Best Regards,
AMERICAN COMPRESSOR COMPANY

A handwritten signature in black ink, appearing to read "Tony Piraino".

Tony Piraino



COUNCIL COMMUNICATION

CC #: 2698
File #: 0203-07

Title: Electric Generation Specialty Chemicals – Purchase Order Amendment
Contact: Matt Garner 916-746-1691 mgarner@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council approve an amendment to Purchase Order #9012905 with Solenis LLC. to retroactively increase the not-to-exceed spending total to \$200,000.

BACKGROUND

Roseville Electric Utility uses specialty chemicals at the Roseville Energy Park (REP) to treat water in order to preserve equipment subjected to corrosive environments, maintain water pH at optimum levels, minimize operational upsets, and increase overall efficiency. The chemicals are essential for the operation of the facility.

The chemicals are a variable cost item for the REP. The use, and therefore cost, of the chemicals vary proportionally with the facility's operation. The electric utility initially obtained a \$67,263.81 purchase order with Solenis LLC. (Solenis) for fiscal year 2023 based on a forecast of REP operation. After obtaining the purchase order, chemical supplies became increasingly hard to procure which inflated prices. At the same time, the REP operated more than forecasted due to significant and rapid changes in the electricity market. These factors resulted in the electric utility exceeding the Solenis purchase order.

Roseville Electric Utility is currently in the process of obtaining a new chemical supply vendor through a Request for Proposals process. However, to close out the existing Solenis purchase order, staff requests a retroactive amendment to the purchase order to pay remaining chemical costs.

FISCAL IMPACT

The total cost of services will not exceed \$200,000. Funding is available in the approved Electric Department FY2022-23 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. Approval of the purchase order spending authority increase meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

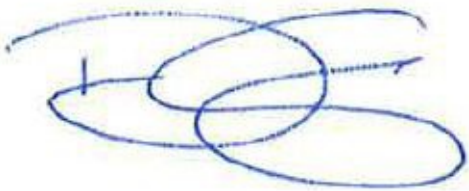
Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Matt Garner, Power Generation Superintendent

Dan Beans, Electric Utility Director

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Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 2707
File #: 0203-10

Title: Calsense Irrigation Controllers (RFQ 10-3342) - Purchase Order
Contact: Sue Jessup 916-746-1107 sjessup@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a purchase order to Heritage Landscape Supply Group, Inc. dba Normac as the lowest responsive and responsible bid received for Calsense irrigation controllers in response to Request for Quotes (RFQ) 10-3342.

BACKGROUND

Parks Division staff has a requirement for irrigation controllers. The controllers are located in panel boxes along City streets, which may include multiple controllers in each community facilities district (CFD) due to the miles of streetscapes within certain districts. The controllers operate irrigation within the districts that supports trees, turf, shrubs, etc., increasing water use efficiency and minimizing water waste. The new controllers are being purchased to replace older poorly functioning and antiquated units.

This purchase is to continue replacing obsolete Windows-based Motorola controllers with the City's adopted standard of the Web-based Calsense System. The new controllers will be used by Park Maintenance staff and contracted partners to maintain the City's landscape areas. Installation will be completed by a combination of City staff and contractors.

Items on the bid were estimated quantities and to be ordered on an as-needed basis.

A formal bid was issued with the following responses:

<u>Bidder</u>	<u>Grand Total</u>
Heritage Landscape Supply Group, Inc. dba Normac Sacramento, CA	\$152,440.70
Imperial Sprinkler Supply Sacramento, CA	\$157,365.66
Ewing Irrigation and Landscape Supply	\$163,079.23

Roseville, CA

Technology International, Inc.
Lake Mary, FL

\$280,094.80

FISCAL IMPACT

The total not-to-exceed spend amount for FY2022-23 is \$180,000. Funding is included in the following CFD FY2022-23 budgets: Crocker Ranch, Fiddymont, North Roseville, Olympus, Stoneridge, West Park, Woodcreek West, North Central, Northwest, and Infill LLD Zone B. There is no fiscal impact on the City's General Fund.

ENVIRONMENTAL REVIEW

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

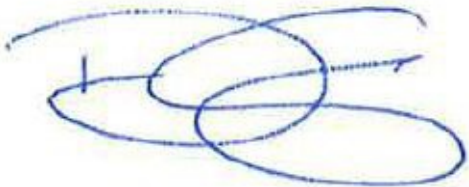
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Sue Jessup, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 2708
File #: 0900-02

Title: Pleasant Grove Pump Station Variable Frequency Drive Upgrade and Valve Automation – Approval of Plans and Specifications and Authorization to Call for Bids
Contact: Jason Marks 916-774-5508 jtmarks@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the Pleasant Grove Pump Station Variable Frequency Drive (VFD) Upgrade & Valve Automation plans and specifications and authorize staff to advertise for construction bids.

BACKGROUND

The Pleasant Grove Pump Station Modifications Project (#500227) will provide the City with drought resiliency and improved operational efficiency. The modifications will add variable frequency drives to the pump station allowing operators to maintain pressures in the water distribution system resulting in more optimal use of existing infrastructure. In addition, automating valves will allow City staff to operate the pump station remotely, leading to faster response times in an emergency and improved use of staff resources.

A competitive bid process will be utilized to select a contractor for this project. The estimated project duration is six (6) months. The estimated cost of the project is \$611,000.

FISCAL IMPACT

This project is estimated to cost \$611,000. Funding for the Pleasant Grove Pump Station Modifications Project (#500227) is provided by the Water Rehabilitation Fund.

ENVIRONMENTAL REVIEW

The proposed project involves the maintenance and minor alterations of existing public structures, facilities, and mechanical equipment, and replacement of existing utility systems and/or facilities involving negligible or no expansion of capacity. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines §15301) and a Class 2 Exemption (State

CEQA Guidelines §15302). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jason Marks, Process Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

PG Pump Station VFD Upgrades and Valve Automation Project Manual



Buildings & Grounds

Project Manual

Project:

**Pleasant Grove Pump Station VFD Upgrade and
Valve Automation**

Department:

Environmental Utilities



PROJECT MANUAL

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TEXT OF AB 626

AB 626

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SC

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CITY OF ROSEVILLE

DEPARTMENT OF ENVIRONMENTAL UTILITIES

Name of Project: Pleasant Grove Pump Station VFD Upgrades and Valve Automation

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until _____ 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:

_____.

A pre-bid meeting will be held at _____.

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:

Pleasant Grove Pump Station VFD Upgrade
and Valve Automation

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

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

work is to be done to be as determined by the Director of Industrial Relations of the State of California. The Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 5 “Legal Relations and Responsibility” of the General Conditions.

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

All questions prior to the deadline for bid submissions shall be directed to the attention of _____ via _____ at _____ . The deadline for submissions of questions and clarifications regarding the Contract Documents is _____ calendar days before the deadline for

bid submissions. Only Addenda issued by the City are binding.

City Clerk, City of Roseville

Dated: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

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

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

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

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

conditions and hereby disclaims any liability as a result of Contractor's or Bidder's reliance on such investigations. City will presume that all Bidders have conducted their own site investigations, and reviewed all available supplemental materials.. 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, if they exist, have been uploaded to the Public Purchase website for this RFP as "supplemental materials". The supplemental materials 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 (included in this document under section PROP), which, when filled out and executed may be submitted as the bid. Proposals shall include all pages in the Project Manual with page numbers marked “PROP” plus the Addendum acknowledgment form (front sheet) from all Addenda received by the Bidder. Proposals shall be removed from the Project Manual. The full Project Manual shall not be submitted with the proposal. Bids not presented on forms so furnished will be disregarded.

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

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

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

Bidder other than an officer of a corporation or a member of a partnership, a notarized Power of Attorney must be on file with the City prior to opening of bids or must be submitted with the Proposal. If requested by the City, the Bidder shall promptly submit evidence satisfactory to the City of the authority of the person signing the Proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2-1.12 **TRENCHING AND EXCAVATION WORK.** In accordance with the

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

SECTION 3: EVALUATION OF BIDS

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

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

base contract bid items, plus specified alternates.

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

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

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

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

rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

SECTION 4: AWARD AND EXECUTION OF CONTRACT

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

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

will be returned.

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

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

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

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

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

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

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

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

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

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

SECTION 5: BID PROTEST PROCEDURES

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

Project _____

Contractor _____

PROPOSAL

PROPOSAL TO THE DEPARTMENT OF ENVIRONMENTAL UTILITIES

for

**Pleasant Grove Pump Station VFD Upgrades
and Valve Automation**

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date _____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

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

City of Roseville Business License No. _____

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

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

The work to be done is described in the Bidding Documents entitled Pleasant Grove Pump Station VFD Upgrades and Valve Automation, 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:

_____	_____
<i>Signature of Authorized Official*</i>	<i>Signature of Authorized Official*</i>
_____	_____
<i>Title</i>	<i>Title</i>
_____	_____
<i>Typewritten or Printed Name</i>	<i>Typewritten or Printed Name</i>

*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).

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Provide a summary of your firm's experience in providing these or similar services.

Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, a list of proposed staff that were part of the project, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred.

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.

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

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council

City of Roseville

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

(Signature of Bidder)

Business Address

Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____
_____, as PRINCIPAL, and

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

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

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

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

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Business Address

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

Project _____

Contractor _____

SCHEDULE OF BID ITEMS

Bid Item	Item Description	Unit	Estimated Quantity	Unit Price (\$)	Total Amount (\$)
1	Mobilization and Demobilization	Lump Sum	1		
2	Trenching	CY	25		
3	Backfill	CY	25		
4	Potholing	Each	4		
5	Demolition	SF	300		
6	Coring for Conduits	Each	16		
7	Landscaping	SF	500		
8	Concrete	CY	10		
9	Grout	CY	5		
10	Hydraulic Hose Conduit	LF	350		
11	Valve Actuators	EA	4		
12	Control Enclosure	LS	1		
13	Site Electrical, Conduit & Junction Boxes	LS	1		

GRAND TOTAL BID PRICE (\$) = _____

Grand Total Bid Price in Words: _____

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

AGREEMENT

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 general conditions, supplemental conditions, special provisions and construction details);

d. Bonds and insurance required by the Insurance Broker Information Packet section of this document; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$1,500.00 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 181 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 OMISSION 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.

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

_____, a

BY: _____

DOMINICK CASEY
City Manager

BY: _____

its: _____

and

ATTEST:

BY: _____

its: _____

BY: _____

CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: _____

Title: _____

INSURANCE BROKER INFORMATION PACKET

**Pleasant Grove Pump Station VFD Upgrades
And Valve Automation**

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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.

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 Pleasant Grove Pump Station VFD Upgrades and Valve Automation Project

The Contract Amount is \$ _____

The Contract Conditions for this project require your client (“the Contractor”) to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) days after the Bid award, unless otherwise directed by the City in writing, or else the Bid award may be terminated and awarded to another company.

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

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

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

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

Bonds must be sent to the following staff person:

Jason Marks
2005 Hilltop Circle
Roseville, CA 95747

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 General Conditions:

5-1.23 INSURANCE COVERAGE.

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

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

C. Insurance Required.

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

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

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

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

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

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

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

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

f. Waiver of subrogation endorsement.

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

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

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

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

Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance Is ____ OR Is Not ____ Required by Risk Management:** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

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

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

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

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the

abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars (\$2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

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

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

5-1.24 **OTHER INSURANCE PROVISIONS.**

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

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

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

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

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

E. The limits of insurance required in this Contract may be satisfied by a

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

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

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

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

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

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

Bond No. _____
Premium \$ _____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: _____)

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

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

NOW, THEREFORE, we the undersigned PRINCIPAL and _____
_____, a _____, admitted
and duly authorized to transact business under the laws of the State of California, as
SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and
assigns in the sum of _____
dollars (\$ _____) (which amount is not less than 100% of the

AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

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

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

continue so long as any obligation of the PRINCIPAL remains.

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

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

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship

and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

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

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

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

[SIGNATURES NEXT PAGE]

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

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

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

APPROVED AS TO FORM:

BY: _____

City Attorney

Bond No. _____
Premium \$ _____

PUBLIC WORKS

LABOR AND MATERIALS PAYMENT BOND

(Project: _____)

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

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

NOW, THEREFORE, we the undersigned PRINCIPAL and _____
_____, a _____, admitted
and duly authorized to transact business under the laws of the State of California, as
SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and
assigns in the sum of _____
dollars (\$ _____) (which amount is not less than 100% of the
AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which

payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

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

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

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall

operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

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

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

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

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

APPROVED AS TO FORM:

BY: _____

City Attorney

GENERAL CONDITIONS
FOR BUILDINGS AND GROUNDS

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SECTION 1

DEFINITIONS AND TERMS

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

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

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

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

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

with certain contractual requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence

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

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

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

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

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

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

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

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

equipment and/or facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the Work Site.

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

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

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

SECTION 2

CONTROL AND SCOPE OF THE WORK

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

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

satisfactory and workmanlike manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Operation and maintenance manuals for complex equipment shall also include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3

CHANGES IN THE WORK

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

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

default under this Agreement.

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

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

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

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

3-1.03

EMERGENCY AND INDETERMINATE TYPE CHANGE

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

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

3-1.04

EXECUTED CHANGE ORDER. A Contract Change Order signed by

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

3-1.05

CONTRACT PRICE ADJUSTMENT. If a Contract Change Order

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 15 percent for labor;
- 10 percent for materials; and
- 5 percent for equipment rental.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4

CONTROL OF MATERIALS

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

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

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

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

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

before Acceptance of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Costs of Testing.

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

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

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

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

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

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

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

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

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

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

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

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

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

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

5-1.03 **NONDISCRIMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

basis:

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

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

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

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

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

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

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

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

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

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

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

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

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

shall make available copies of its Health and Safety Plan (HASP) that meets or exceeds applicable Cal/OSHA regulations. The Contractor's HASP shall also meet or exceed the requirements of any applicable City-wide or departmental specific Injury and Illness Prevention Programs (IIPP) and other HASP programs, procedures, and plans. Potentially applicable HASP programs, procedures, and plans include, but are not limited to, the following:

1. Bloodborne Pathogens Exposure Control Plan;
2. Confined Space Entry Procedure;
3. Electrical Safety Program (Lockout/Tagout);
4. Emergency Action Plans (Site Specific);
5. Fire Prevention Plans (Site Specific);
6. Hazardous Waste Operations Emergency Response Plan (or Equivalent);
7. Hazard Communication Program (SDS's and Right-to-Know training);
8. Heat Illness & Prevention Plan;
9. Hearing Conservation Program;
10. Hot Work/Welding Procedure;
11. Job Hazard Analyses/Standard Operating Procedures;
12. Traffic Control & Flagging;
13. Excavation/Dig Safe Procedure;
14. Fall Protection Plan;
15. Personal Protective Equipment Plan;
16. Respirable Crystalline Silica Exposure Control Plan;
17. Respirator Program;
18. Soils Management Plan (for contaminated soils); and

19. Transite (Asbestos) Pipe Work Procedure.

Additionally, Contractor shall be responsible for complying with all City-wide and departmental specific safety requirements as identified in the Supplemental Conditions or presented at a pre-construction meeting.

Contractor shall inform City in advance of the quantity of chemical(s) to be used for the project and the total quantity of chemical(s) that will be brought onto City property. In addition, Contractor shall provide City with one copy of the Safety Data Sheet (SDS) for each chemical expected to be used to complete the project and for each chemical brought to the Work Site, regardless of whether such chemicals are ultimately used for the project.

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

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

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements of Cal/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by its operations.

To ensure compliance with California Labor Code Section 6705, the Contractor shall submit to the City, at least five (5) Days in advance of excavation of any trench five feet (5') or more in depth, Working Drawings to the Director showing the design of shoring, bracing, sloping and other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such Working Drawings vary from the shoring system standards established by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared and signed by a registered civil or structural engineer in the State of California. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's Subcontractors and nothing in this section shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety Contractor's Working Drawings shall be subject to approval insofar as the details affect the character of the finished Work and for compliance with design requirements applicable to the construction when specified or called for, but details of the design will be left to Contractor who shall be responsible for the successful construction of the Work. The City shall approve Working Drawings before any Work involving such drawings is performed. Approval and/or acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and its registered engineer.

The Contractor shall perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air

contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction and shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of the Work. The Contractor shall immediately report any such release to the City. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limitation, payment of any fines or penalties levied against the City by any agency as a result of such release and shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any claims arising from such release. For purposes of this section only, the term “claims” shall include:

1. All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and
2. Any claim, cause of action, or administrative or judicial proceeding brought against the City, its officers, agents, employees, and volunteers for any loss, cost (including reasonable attorneys’ fees), damage or liability, sustained or suffered by any person or entity, including the City.

If the performance of the Work creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state, and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall the City be identified as the generator. The Contractor shall notify the City of any such hazardous wastes and the City reserves the right to a copy of the results of any tests conducted on the wastes, and, at its cost, to perform additional tests or examine those wastes, prior to disposition. The Contractor shall defend, indemnify, and save and hold harmless the City, its

officers, agents, employees, and volunteers from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by the Contractor. Disposal of all Hazardous Materials must be done in accordance with all laws and regulations. Copies of required regulatory documentation including copies of final manifests shall be supplied to the City.

Contractors or Subcontractors removing one hundred or more square feet (100') of asbestos must be "Certified" in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements including, but not limited to, California Code of Regulations Section 1529, Title 8.

Nothing in these General Conditions is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and Install the higher standards called for without extra charge.

5-1.08 **SUBSURFACE EXCAVATIONS, NOTIFICATION.** The Contractor shall contact the regional notification center, "Underground Service Alert," and schedule its Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Without limiting the foregoing, the Contractor's attention is directed to Government Code Sections 4216 to 4216.9, and in particular Section 4216.2.

5-1.09 **PUBLIC SAFETY.** The Contractor shall assume all responsibility for public safety during the performance of its Work, and all costs arising therefrom shall be included in the Contract Price. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish, erect and maintain, at its expense, such fences, barricades, lights, signs, and other devices and take such other protective measures as are

necessary to prevent accidents or damage or injury to the public. The Contractor shall establish the pedestrian detours with comparable lighting to the original pedestrian areas. The Contractor shall arrange for such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions affecting traffic. For Work in a public right-of-way, the Contractor shall comply with the rules and regulations of the State, County, or local agency that owns the right-of-way.

The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefor to the City, all safety and first aid requirements prescribed by all applicable Federal, State, and local laws and regulations, rules, and orders. The Work shall be done in a safe manner; and the Contractor shall safeguard the safety and health of its employees, Subcontractors, and the people of local communities. The Contractor shall also be reasonable for ensuring that its Subcontractors comply with the provisions of this section.

Upon the failure of the Contractor to comply with any of the requirements of this section, the City shall have the authority, but not the duty, to stop the Work until such failure is remedied. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price due to any such suspensions.

When required by the Contract Documents, the Contractor shall construct, maintain, and remove detours for use of public traffic, without additional cost to the City, unless separate payment is specified in the Special Provisions.

The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until such detours are in satisfactory condition for use by public traffic.

Due care shall be exercised to avoid injury to existing improvements or facilities, utility

facilities, adjacent property and trees, shrubs, and other plants that are not to be removed.

Trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines, sewer and waterlines, highway facilities, and any other improvements or facilities, under or above ground, that are within or adjacent to the work limit line shall be protected from injury or damage, and the Contractor shall provide and Install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work Site, or as good as required by the Contract Documents if any such objects are part of the Work. The City may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor, and the costs may be deducted from any monies due or to become due to the Contractor under the Agreement.

The fact that any underground facilities is not shown on the Contract Drawings shall not relieve the Contractor of its responsibility pursuant to "Utility Facilities" in Section 2-1.12 elsewhere in the Contract Documents. It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of such underground improvements or facilities, which may be subject to damage by reason of its operations.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the Work involved in protecting or repairing property as specified in this section, shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

5-1.10 **EMERGENCIES.** In an Emergency affecting the safety of life, the

Work, or adjoining property, the Contractor, without special instructions or authorization from the City, shall act at its discretion to prevent such threatened loss or injury. In such an Emergency, the Contractor may perform such additional work as is reasonably required. Any compensation claimed by the Contractor on account of Work performed to an Emergency shall be determined in accordance with the provisions relating to Force Account payment contained elsewhere in the Contract Documents.

5-1.11 **APPRENTICES.** Attention is directed to Labor Code Sections 1777.5, 1777.6 and 1777.7 and Title 8, California Code of Regulations Section 200 et seq. In accordance with Section 1777.5, the Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided therein. The Contractor shall require each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work to fully comply with Sections 1777.5 and 1777.6 of the Labor Code. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or Subcontractor should, where some questions exist, contact the Division of Apprenticeship Standards, , or one of its branch offices prior to commencement of Work on the public works Contract. Responsibility for compliance with this section lies with the prime Contractor.

It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

5-1.12 **FAIR LABOR STANDARDS ACT.** Attention is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in construction Work are required to meet the provisions of the Fair Labor Standards Act of 1958 and as amended (52 Stat. 1060).

5-1.13 **WORKERS' COMPENSATION.** Pursuant to the requirements of Labor Code Section 1860, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Labor Code Section 3700.

Prior to the commencement of Work, the Contractor shall sign and file with the Director a certification in the following form:

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

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Government Code Section 11017.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the applicable Air Quality Management District. All containers of solvent, paint, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

Unless otherwise provided in the Supplemental Conditions, material to be disposed of shall not be burned, either inside or outside the Premises.

The Contractor shall also comply with all rules, regulations, statutes and ordinances

regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601, 40 C.F.R. Part 61, Subpart M, and California Code of Regulations Section 1529, Title 8.

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

5-1.15 **USE OF PESTICIDES.** The Contractor shall comply with all local, state and federal rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the Work.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weed, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

5-1.16 **SOUND AND LIGHT CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound control, light control, and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract. Work shall not begin before 7 a.m. nor occur after 7 p.m., unless otherwise permitted by the City.

Each internal combustion engine, used for any purpose on the Work or related to the Work, shall be equipped with a muffler, in good working order, of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said

muffler.

5-1.17 **WEIGHT LIMITATIONS.** Unless expressly permitted elsewhere in the Contract Documents, the Contractor shall not operate construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limits set forth in Division 15 of the Vehicle Code over completed or existing base, surfacing, pavement or structures.

5-1.18 **ENVIRONMENTAL CLEARANCES; MITIGATION MONITORING PROGRAMS; AND REGULATORY AGENCY PERMIT REQUIREMENTS.** The Department will obtain all environmental clearances and other authorizations necessary for this project as set forth in the Contract Documents. The Contractor shall comply with the provisions, including giving notices during construction when required, of said authorizations. In the event the obtaining of said authorizations delays completion of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

Contractor shall comply with: (1) all mitigation identified in the mitigation monitoring program (attached to and adopted as a component of the mitigated negative declaration or Environmental Impact Report) to mitigate impacts to protected natural resources; and (2) all related permit requirements issued by the regulatory agencies authorizing the project. Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any fines, claims, suits, actions or regulatory sanctions of every name, kind and description brought forth, or on account of, damage to protected natural resources from or arising out of Contractor's negligence or willful misconduct in the performance of this Agreement.

5-1.19 **PERMITS AND LICENSES.** The Contractor acknowledges and agrees that, prior to the submission of its bid for the Work, it fully familiarized itself with the

requirements of all applicable federal, state, county and municipal laws, codes, rules, and regulations, as well as the conditions of any required licenses and permits.

The Contractor shall procure all permits and licenses, including any applicable building permits (except those procured or to be procured by the City which are listed elsewhere in the Contract Documents), in coordination with the Director, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work. Contractor shall be responsible for applying, paying all fees, and coordination for obtaining all permits for completion of the Work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. Contractor will apply to the City for reimbursement for such permits costs. Accordingly, Contractor should not include the anticipated costs for permits in its bid, as the necessary permit costs will be reimbursed by the City.

The California Environmental Quality Act (Public Resources Code, Section 21000 to 21177) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from State or local agencies in connection with performing the Work. The Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations, and all permits, licenses and other authorizations shall be obtained in sufficient time to prevent delays to the Work.

The Contractor shall maintain the applicable Contractor's license as identified in the Notice to Contractors and City business license for the duration of the Work.

5-1.20 **WATER POLLUTION.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any water pollution control rules, regulations, and statutes, specified by the most current State of California NPDES General Permit for Stormwater

Discharges Associated with Construction Activity.

The Contractor shall take all necessary precaution to protect streams, vernal pools, ponds, reservoirs, and lakes from pollution with fuels, oils, bitumen, calcium chloride, and other harmful materials as consistent with the law. Also, the Contractor shall conduct and schedule operations so as to avoid discharging pollutants, such as but not limited to: sediment and silt to the storm drain system. The storm drain system consists of all facilities that are designed to convey stormwater to the Waters of the State as defined in the California Water Code. The storm drain system includes, but is not limited to, all streets, gutters, drain inlets, roadside ditches, streams, vernal pools, ponds, and lakes. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

5-1.21 **PROTECTION AND USE OF PROPERTY.** The Contractor shall be responsible for and provide and maintain all proper temporary walkways, covered walkways, barriers, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the Work, or at other times as directed, restore Premises and adjacent property to a proper condition. In the event of such injury or damage, Contractor shall report such injury and damage to City within forty-eight (48) hours of occurrence.

The Contractor shall protect adjoining property and nearby buildings, including City buildings, City roads, and public streets or roads, from dust, dirt, debris, or the nuisance arising out of the Contractor's operations or storage practices, and, if ordered by the Director, the Contractor shall provide and Install suitable safeguards, approved by the Director, to protect such objects from damage. If such objects are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense.

If the Contractor damages any buildings, roads, utilities, or other property which belong to the City, or any Department or agency thereof, then the Director, at his or her option, may retain from the money due under the Contract an amount sufficient to insure repair of the damage.

The Director may make or cause to be made such temporary repairs as are necessary to restore to service any such damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due the Contractor under the Contract.

5-1.22 **RESPONSIBILITY FOR DAMAGE AND INDEMNIFICATION.**

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

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

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save and hold harmless the City, and its respective officers, agents, Subcontractors, employees, and volunteers, and the successors and assigns of

any of them, (hereinafter referred to as “Indemnitees”) from and against all claims, demands, liability, suits, actions, costs or expenses for any and all loss or damage, including but not limited to, personal injury, property damage, or economic loss, arising out of or resulting from allegations of (1) Contractor’s use of the City’s property or any activities or Work performed hereunder by the Contractor; (2) the Contractor’s performance of the Work under the Agreement; or (3) the Contractor’s breach of any provision of the Agreement. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Civil Code Section 2778. The only exception to these provisions is that the Contractor’s obligations under this section will not apply to the extent that the claims, demands, liability, suits, actions, costs or expenses are caused by Indemnitees’ active negligence, willful misconduct, criminal acts, or for defects in design furnished by the Indemnitees, misconduct, criminal acts, or for defects in design furnished by the Indemnitees.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

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

Any person, firm or corporation that Contractor authorizes to Work on the City’s property including Subcontractors, shall be deemed to be an agent of the Contractor for purposes herein, shall be subject to all the applicable terms herein, and shall be within the scope of the Contractor’s indemnity obligation described herein.

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

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

A. The City will give the Contractor thirty (30) Days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-1.07, "Progress Payments," of these General Conditions.

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

5-1.23 **INSURANCE COVERAGE.**

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

provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

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

C. Insurance Required.

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

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

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers’ compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL

Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

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

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

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

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

f. Waiver of subrogation endorsement.

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

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9

(non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

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

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

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

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards

including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

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

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

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

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

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

5-1.24 **OTHER INSURANCE PROVISIONS.**

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

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

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these

same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

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

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

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

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured

retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

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

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

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

5-1.25 **THIRD PARTY BENEFICIARY.** No provisions in the Contract Documents shall in any way inure to the benefit any third party (including the public at large or any member thereof) so as to constitute such person a third party beneficiary of the Contract, or of any term or condition or other provision of the Contract or otherwise give rise to any cause of action in any person not a party to the Agreement, except as expressly provided elsewhere in the Contract Documents.

5-1.26 **COORDINATION AND ACCESS.** The Contractor acknowledges that the City may award, or has already awarded, other construction contracts for additional work or may perform additional work with its own forces and that such work may affect the Work under this Agreement. Additionally, the Contractor acknowledges that the State and other public and private agencies may be granted a right-of-entry by the City for the purpose of constructing

facilities within and adjacent to the Work Site. It is the obligation of the Contractor to coordinate its Work with the work of others working within or adjacent to the City's property.

During performance of its Work, the Contractor shall not have exclusive access to or use of the work areas. The City may also require that certain facilities and areas be used concurrently by the Contractor and by other contractors working in the area. When two (2) or more contractors are employed on related or adjacent City work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to any work, to persons or property caused to the other by its operations, and for loss caused the other due to any unnecessary delays or failure to finish the work within the time specified for completion.

If any party of the Contractor's Work depends on the work of any other contractor and/or the City for proper execution and/or results, the Contractor shall promptly notify the City of any discrepancies and/or defects in said other work that would render its work unsuitable for proper execution and/or results prior to proceeding with the Contractor's own Work. If it becomes necessary, the City will resolve coordination and access problems.

The Contractor and its representative in charge of the Work shall familiarize themselves with the City's property and Work Site, and adjacent surroundings in the vicinity of said Work, and any private or public operations on adjoining properties.

5-1.27 **OCCUPANCY BY THE DEPARTMENT PRIOR TO**

ACCEPTANCE. The City may at any time notify the Contractor in writing that it intends to take Beneficial Occupancy of any portion of the Work even though the Work may not be substantially complete. Unless the reason for the City's taking Beneficial Occupancy is that the Contractor has not completed the Work (or portions thereof) in accordance with the Contract

Time, the City's Beneficial Occupancy shall relieve the Contractor from its responsibility for maintenance, loss or damage to that portion of the Work for which the City has taken Beneficial Occupancy other than that resulting from the Contractor's act or omission, negligence, willful misconduct or breach of warranty.

Should the Work (or portion thereof) not be completed in accordance with the Construction Schedule within the Contract Time (as adjusted under the terms of the Contract Documents), the City shall have the right, but not the obligation, to take Beneficial Occupancy of the Work. In such event, the Contractor shall not be entitled to any additional compensation on account of said occupancy by the City, nor shall the Contractor be relieved of any of its responsibilities under the Contract Documents, including, without limitation, Contractor's obligation to complete the Work in accordance with the Construction Schedule.

Beneficial Occupancy shall not be deemed an Acceptance by the City either of the Work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective Work or materials found at any time before the formal written Acceptance of the entire Contract by the Director or during the full warranty period after such Acceptance, as provided in Section 7-1.12, "Warranty," of these General Conditions.

The City's Beneficial Occupancy shall not relieve the Contractor of its responsibility to maintain all insurance and bonds required under the Contract Documents until the entire project is accepted by the City.

5-1.28 **RIGHT TO OPERATE UNSATISFACTORY FACILITIES AND EQUIPMENT.** If, after Installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Director, the City shall have the right to operate and use such facilities or equipment until they can, without damage to the City,

be taken out of service for correction or replacement. Such period of use of the defective facilities or equipment, pending correction or replacement, shall in no way decrease the warranty period required for the acceptable corrected or replaced facilities or equipment.

5-1.29 **CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Except as otherwise provided herein, the Contractor shall have the charge and care of the Work and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the Work until the Acceptance of the Contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and Acceptance, and shall bear the expense thereof. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work and it shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the Work caused by the following:

- A. An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.
- B. Occupancy and use by the Department or the public prior to the completion of the entire project.
- C. Acts of the Federal Government or the public enemy.

5-1.30 **RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at its own cost for any and all Work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the Work, including without limitation, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, the Contractor shall undertake at its own cost any special precautions required. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the Work the Contractor encounters utility Installations which are not shown or indicated in the Contract Documents or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Director in writing. Where necessary for the Work of the Contract, the Director shall issue a written order to the Contractor to make such adjustments, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the Work described in such written order, and compensation therefor will be made in accordance with Section 3 of these General Conditions relating to changes in the Work. Except for the items of cost specified in said Section 3, the Contractor shall receive no compensation for any other cost, damage, delay, interference, or hindrance to him or her due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions for the Director, then the Contractor shall be liable for any or subsequent to discovery thereof, and the Contractor shall repair and make good such damage at its own cost.

The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the Cal/OSHA Construction Safety Orders which states in part:

“Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation.”

The location of known existing utilities and pipelines are shown on the Contract Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and the Contractor will be held responsible for any repairs if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown on the Contract Drawings or that the locations indicated are accurate.

The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the City. The Contractor shall advise the Director in writing of its proposed Construction Schedule for these connections at least forty-eight (48) hours in advance.

The Contractor shall uncover all piping and conduits, to a point one foot (1') below the pipe, where crossings, interferences, or connections are shown on the Contract Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, it shall not be entitled to additional compensation for Work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workers and to the electrical ducts or conduits.

5-1.31 **PROPERTY RIGHTS IN MATERIALS.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or soil or after partial payment has been made as provided in Section 7-1.07, "Progress Payments," of these General Conditions for material delivered on the ground or stored subject to or under the control of the City and unused. All such material shall become the property of the City upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City and unused, as provided in said Section 7-1.07.

5-1.32 **COURT ORDERED DELAY.** If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

5-1.33 **NO PERSONAL LIABILITY.** Neither the Director, nor any other officer or authorized employee of the City, shall be personally responsible for any liability arising under or by virtue of the Contract.

5-1.34 **RIGHTS IN LAND AND IMPROVEMENTS.** The Contractor shall make no arrangements with any person or entity to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any third party owner, former owner, or tenant of such land, structure or buildings. The Contractor shall not occupy City-owned property outside the limit of the Work shown on the Contract Drawings unless it obtains prior approval.

5-1.35 **ANTITRUST CLAIMS.** The Contractor's attention is directed to the following provision of Public Contract Code Section 7103.5(b), which is applicable to the Contractor and its Subcontractors:

“ In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties.”

5-1.36 **RIGHTS TO DRAWINGS, TECHNICAL DATA PATENTS.** Shop

Drawings and Working Drawings submitted to the City by the Contractor, Subcontractor or any lower tier Subcontractor pursuant to the Agreement, are the property of the City and the City may use, and disclose in any manner and for any purpose, Shop Drawings and Working Drawings delivered under the Contract.

Technical Data including manuals or instructional materials, computer or microprocessor software which are delivered or submitted to the City by the Contractor, Subcontractor, or any lower tier Subcontract pursuant to the Contract are the property of the City, and the City may use or disclose same in any manner and for any purpose.

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and shall defend, indemnify and save and hold harmless the City, and its duly authorized representatives, from all suits at law, or in equity, and actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes. In case some materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at its expense, shall:

1. Secure for the City the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or
2. Replace such materials, equipment, devices, processes; or
3. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefor without prejudice to any other rights of the City.

5-1.37 **PAYMENT OF TAXES.** Contractor shall pay all taxes and duties applicable to and assessable against any Work, equipment, materials, services, processes, and

operations incidental to or involved in the Agreement, including but not limited to, retail sales and use, transportation, export, import, business, and special taxes. The Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The Contractor will maintain records that are auditable records, and these records shall be subject to the City's review to verify that Contractor's tax payments are current at all times.

The Contract Price paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

The Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether Federal, State, or local, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

5-1.38 **GRATUITIES AND CONFLICT OF INTEREST.** The Contractor shall not offer or provide gratuities in the form of gifts, entertainment, loans, meals, rewards, and/or services to representatives of the City, including but not limited to, officers, employees, agents, Engineering Service Consultants, Consulting Engineers and Architects, Inspectors and/or Testing Agencies retained by the City. If it is found that the Contractor has violated this provision, the Contract may be subject to termination for default as defined elsewhere in these General Conditions.

During the term of the Contract and until the final payment has been made to the Contractor, the Contractor shall not employ or compensate in any manner whatsoever, the City's officers, employees and authorized representatives, agents, and any Engineering Service Consultants, Consulting Engineers and Architects, Inspectors, and/or Testing Agencies retained by the City. Any exception to the employment or compensation to any of the above named parties must be made in writing by the City. If the Contractor offers or provides employment or compensation to those named above during the term of the Contract, the Contract may be subject to termination for default.

5-1.39 **COOPERATION.** Should construction be under way by City forces or other forces or by other Contractors within or adjacent to the limits of the Work or should Work of any other nature be under way by such forces within or adjacent to said limits, the Contractor shall cooperate with all such forces to the end that any delay, interference or hindrance to their Work will be avoided. The right is reserved to perform other or additional Work at or near the site at any time, by the use of such forces.

5-1.40 **DIGGING TRENCHES OR OTHER EXCAVATIONS.** In the event any work involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, City and Contractor shall comply with the following:

A. The Contractor shall promptly, and before the following conditions are disturbed, notify City in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those made available to Contractor for inspection as provided in the project proposal.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the Contract.

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. However, no claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required by this Section. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

5-1.41 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current

registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5-1.42 **CITY OF ROSEVILLE ENCROACHMENT PERMITS AND RIGHTS-OF-WAY.** The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director and City Engineer.

To the extent indicated in the Contract Drawings, the City will provide the rights-of-way over private lands or the site to enable the Contractor to perform its work. The Contractor shall be solely responsible for securing any additional rights-of-way desired by the Contractor. The City will not be a party to nor assume any liability for any separate agreements reached between the Contractor and any third parties with respect to these additional rights-of-way. The Contractor shall procure evidence that agreements are in place with said third parties before the Contractor uses those areas covered by the agreements. Any damage to such private lands caused by the Contractor's operations shall be the sole responsibility of the Contractor.

SECTION 6

PROSECUTION AND PROGRESS

6-1.01 **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be

responsible for all Work performed under the Contract. The Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the Work under its control. Nothing in the Contract Documents shall create any contractual relationship between the City and any Subcontractor. The Contractor is fully responsible to the City for the acts and omissions of its Subcontractors of any tier. When any Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Director, that Subcontractor shall not again be employed on the Work. Although the sections of the Contract may be arranged according to various trades, or general grouping of the Work, the Contractor is not obligated to sublet the Work in such manner. The Director will not arbitrate disputes among Subcontractors or between Contractor and one or more Subcontractors concerning responsibility for performing any part of the Work.

The on-site production of materials produced by other than the Contractor's own forces shall be considered as subcontracted. The erection, establishment or reopening of on-site plants for production of materials and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in the Contract Documents.

The Contractor shall also be responsible for coordinating the Work performed by Subcontractors and Suppliers.

The Contractor shall not substitute any person as Subcontractor in place of a Subcontractor listed on its bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting Fair Practices Act" beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject it to penalties which may include cancellation of Contract, Assessment of ten percent (10%) of the Subcontractor's bid, and disciplinary action by the Contractors State License Board.

The Contractor shall pay any Subcontractors approved by the City for work that has been satisfactorily performed no later than seven (7) Days from the date of Contractor's receipt of progress payments by the City. Within seven (7) Days after receipt from the City of funds attributable to work performed by a Subcontractor, Contractor shall release any retainage payments withheld to the Subcontractor. In the event Contractor does not make progress payments or release retention to Subcontractors in accordance with the time period specified herein, Contractor may be subject to prompt payment penalties per statute.

6-1.02 **ASSIGNMENT.** The performance of this Contract may not be assigned, except upon the written consent of the City Council of the City of Roseville. Consent will not be given to any proposed assignment which would relieve the original Contractor or its surety of their responsibilities under the Contract nor will the City consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to it under the Contract and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the City and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03 **BEGINNING OF WORK.** After the execution of the Contract by both parties, the City will issue the Notice to Proceed upon its determination that it is appropriate for the Contract Time to commence.

The Contractor shall begin Work within fifteen (15) Days after receiving the Notice to Proceed from the Director, subject to the requirements stated elsewhere in the Contract

Documents regarding, among other things, the submittal of Baseline Schedule, and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions. Contractor shall also achieve any and all Contract milestones as described elsewhere in the Contract Documents.

The Contractor shall notify the Director, in writing, of its intent to begin Work at least seventy-two (72) hours before Work is begun. The notice shall be delivered to the Director and shall specify the date the Contractor intends to start. If the project has more than one (1) location of Work, a separate notice shall be given for each location.

The Contractor is not authorized to perform any Work until it has received a Notice to Proceed from the City. Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by it in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer unless said Contract is so approved thereafter.

6-1.04 **PROGRESS SCHEDULE.**

A. Preliminary Progress Schedule. The Contractor shall submit to the Director, within twenty (20) Days after date of the Notice to Proceed, a Preliminary Progress Schedule covering the Contractor's activities over the first three (3) months of operation in detail and the remainder of the project in summary. The Preliminary Progress Schedule shall schedule the project within the Contract Time for completion of the Work, and shall be subject to favorable review by the Director.

B. CPM Schedule. The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Director within thirty (30) Days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter. The

requirement for the CPM schedule is included to allow for adequate planning and execution of the Work, to determine the critical nature of delays, and to assist the Director in appraising the reasonableness of the proposed schedule and evaluating progress of the Work. The CPM schedule submitted under this Section shall utilize a CPM format, either the precedence or arrow diagramming method. The definitions of CPM terms and functions shall be as provided in the Associated General Contractors of America book *CPM in Construction, A Manual for General Contractors*, or a favorably reviewed alternative publication or reference. No progress payment will be made prior to submission and acceptance of the CPM Schedule.

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction activities, the submittal and favorable review of samples of material and Shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their Installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the Construction Schedule shall be subdivided by location,

approximate stationing or other sub-element of the Work.

The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in Days, and all activity relationship lines. The network diagram shall be drawn for the early start of activities. All significant Submittals shall be scheduled along with manual Submittals and training on all large or critical pieces of equipment. If the precedence technique is utilized, the schedule project shall include a calendar in Work Days, a network report sorted by early start and a logic table report sorted by preceding Work item. If the arrow technique is utilized, the schedule report shall include a calendar in Work Days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.

2. The critical path shall be shown on all reports and on the graphic network diagram. The activities which constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:

- (a) preceding and following event numbers
- (b) activity description and number
- (c) estimated duration of activities
- (d) earliest start date (by calendar date)
- (e) earliest finish date (by calendar date)
- (f) actual start date (by calendar date)
- (g) actual finish date (by calendar date)
- (h) latest start date (by calendar date)

- (i) latest finish date (by calendar date)
- (j) slack or float
- (k) percentage of activity completed

4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and recomputations of all tabulation dates and float accordingly.

5. Submission and review of the system shall be as follows:

(a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) Days after receipt of the Notice to Proceed.

(b) The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Director. Any revisions necessary as a result of this review shall be resubmitted for review by the Director within ten (10) Days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the Work and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty (30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) Days of the end of the reporting period.

(1) If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This

submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and scheduled as of the report date and the progress along the critical path in terms of Days ahead or behind the allowable dates.

(2) If, in the opinion of the Director, the project is behind schedule, the monthly report shall include a revised network diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not to be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

(3) Periodic report shall be submitted in sufficient copies to cover Contractor needs plus five (5) copies and an available electronic copy to be retained by the Director.

6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Director. Any omission of Work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing

such Work within any applicable completion date. The CPM schedule shall be generated by computer methods.

C. Schedule Review. Once each month, on a date mutually agreed upon, but no later than seven (7) business days after the monthly schedule progress report date, a Work Site meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the Director to review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies or other Contractors as required, and allow the Director to plan his or her activities for testing, inspection, etc.

D. Schedule Revisions. The conditions under which the Director will require revisions of the Construction Schedule include the following:

1. When delay in completion of any Work item or sequence of Work items results in an estimated extension of project completion by either twenty (20) business days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.
2. When delays in Submittals or deliveries make replanning or rescheduling of the Work necessary.
3. When the schedule does not represent actual prosecution and progress of the Work.
4. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.
5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work

with its proposal.

E. Cash Flow Projection. A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **CITY'S RIGHT TO STOP WORK.** The Director shall have the authority to order the Contractor, in writing, to suspend the Work wholly or in part, for such period as the Director may deem necessary due to the failure on the part of the Contractor to correct Work that is not in accordance with the requirements of the Contract Documents or if Contractor persistently fails to carry out Work in accordance with the Contract Documents.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

Any stoppage of work under this section shall be at the Contractor's sole expense, and the Contractor shall have no claim against the City based on the Contractor's failure to perform the Work in accordance with the Contract Documents.

In addition to the City's right to stop Work, the City may order the Contractor to submit to the City at no additional cost to the City, additional information concerning Contractor's planned Work if the Contractor fails to promptly correct Work that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents. The additional information ordered by the City may include, but is not limited to, preparation of Submittals or Working Drawings not otherwise required to be submitted under the Contract Documents.

In the event the City discovers that the Contractor has created an unsafe condition the City may arrange for other work forces to remedy the condition. Such remedial work shall be at the sole discretion of the City. If this action is required, the City may unilaterally terminate Work under the Contract, and will pay only for the quantities of Work actually performed, less the cost of the City's remedial Work. In the event that Work is not halted, the Contractor must take immediate steps to correct the situation. There will be no extra payment for Work required to correct unsafe conditions.

The right of the City to suspend the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction or derogation of the City's other rights under

the Contract Documents.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of its legal responsibilities as set forth in these General Conditions.

6-1.07 **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including Installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record drawings, and manuals, cleanup, demobilization, and all other Work within the number of Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects “controlling” operations or the critical path of construction and which meets one of the following criteria:

A. For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B. For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately preceding five (5) years of record by at least two inches (2”).

Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as “unusual,” the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely

affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on a Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for Installation affects construction tasks which are "controlling" or which are on the "critical path" of the Construction Schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract that in case all the Work called for under the Contract in all parts and requirements is not completed within the number of Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by

reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in completing the Work in excess of the number of Days prescribed and the number of additional calendar days, if any, authorized by Contract Change Order; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the City shall have the right to increase the number of Days or not, as it may deem best to serve the interest of the City, and if it decides to increase the said number of Days, it shall further have the right to charge to the Contractor, its heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

6-1.09 **DELAYS AND EXTENSIONS TO THE WORK.** The Contractor must complete all Work within the time specified in the Agreement. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any delay in substantially completing the Work (or parts thereof) beyond the time set forth in the Agreement, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of public enemy, fire, floods, abnormal weather (as described below),

earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, fire, changes made pursuant to the provisions of “Changes in the Work” under Section 3 of these General Conditions or acts or neglect of the City not contemplated by the Contract Documents.

In all cases, any extension of time is conditioned on the following:

1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent and minimize the effects thereof; and
2. That the Contractor notifies the Director in writing within three (3) Days from the beginning of such delay specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.

No extension of time will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the City documentary proof that it has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof, as acceptable to the Director, that the inability to obtain such materials when originally planned did in fact cause a delay in Final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor’s operations. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the City that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

No extension of time will be granted for a delay caused by Contractor's staff turnovers, understaffing or insufficient quantity of qualified staff able to perform the necessary work.

The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents.

No extensions of time will be granted for delays that have no measureable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they will be limited to the period equivalent to the actual number of Days lost on the critical path or controlling operations of the Construction Schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it. Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.

Within a reasonable period of time after the Contractor submits the notice and information required by this section, the City will determine whether an extension of time is justified and, if so, the number of days for the extension.

Abnormal weather may be a valid basis for a time extension under the Agreement. "Abnormal Weather" occurs when the number of days of rain above 0.5 inches in a 24 hour period exceeds the average for such rainfall in a particular month as determined by the National Weather Service. The Contractor will only be entitled to, at most, a time extension for the number of days of rain exceeding the average for that month in the locale where the Work is to be performed. If delays are caused by the Contractor or those for whom the Contractor is

responsible, the Contractor will only be entitled to, at most, a time extension for the number of rain days exceeding the average for the month when the Work should have been performed.

In addition, before a time extension may be granted for abnormal weather, the Contractor must establish that the rain either significantly impacted at least sixty percent (60%) of the planned work of the controlling operations for a particular day or prohibited at least five (5) hours of work on the controlling operations planned for that day. Contractor shall employ reasonably methods to mitigate the impact of abnormal weather (i.e., dewatering, protection of site, etc.) The occurrence of rain during non-work hours or having minimal impact to work on the controlling operation shall not constitute a day of abnormal weather.

In the event that the project experiences favorable weather for a particular month (e.g., the number of actual rain days in a month less than that indicated above for allowable rain days per months), the additional float resulting from such favorable weather shall accrue to the project.

Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled each of the following three (3) requirements:

1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.
2. The delay was caused solely by the City's issuance of changes made pursuant to the provisions of "Changes in the Work" under Section 3 of these General Conditions or by acts or neglect of the City.
3. The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by the City will be non-compensable when there are concurrent delays caused by the Contractor. Also, the Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, fire, floods, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, and freight embargoes.

Contractor's damages and/or additional compensation for delays will consist solely of the extended costs of maintaining the Contractor's Work Site presence. The Contractor will not be entitled to any extended home office overhead.

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a Force Account basis with the following exceptions:

1. The time for which compensation will be paid will be the actual normal working hours during which such delay conditions exists, but in no case will exceed eight (8) hours in any one day.
2. The days for which compensation will be paid will be each calendar day of the work week (defined elsewhere in the Contract Documents) and Legal Holidays, during the existence of such delay, except that when rental of the equipment is paid for under the provisions in Section 3-1.06C, "Force Account Payment – Equipment," of these General Conditions, no payment will be made for delays in accordance with the provisions of this section.

Actual loss shall be understood to include no items of expense other than idle time of personnel, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this section and compensation for idle time

of personnel will be determined pursuant to Section 3-1.06A, “Force Account Payment – Labor,” of these General Conditions. No markup will be added in either case for Overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided pursuant to “Changes to the Work” elsewhere in the Contract Documents.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF AGREEMENT – CONVENIENCE OF CITY.** The Department reserves the right to terminate the Contract at any time and for any reason if the Director determines that to do so would be in the best interest of the City. Any termination which is not based on the circumstances set forth in Section 6.1-10B below shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

Upon the Contractor’s receipt of a written Notice of Termination for convenience, the Contractor shall cease Work as to those portions of the project so terminated and shall undertake the steps outlined in Section 6-1.10B below.

1. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:
 - a. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.07, “Progress Payments,” of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

- b. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.
- c. When the Director determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, the Contractor will recommend that the City formally accept the Work, and immediately upon and after such Acceptance by the City, the Contractor will not be required to perform any further Work thereon and shall be relieved of its contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the City.

2. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

- a. The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.
- b. A reasonable allowance for profit on the cost of the Work performed as determined under subsection (a), provided the Contractor establishes to the

satisfaction of the Director that it is reasonably probable that it would have made a profit had the Contract be completed and provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.

- c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.
- d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's Subcontractors, necessary to determine compensation in accordance with this Section, shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

In the event that the City terminates this Contract under Section 6-1.10B below and it is determined for any reason that there was not sufficient cause to do so, the City's termination automatically will convert to a termination for convenience under this section and the terms and conditions outlined in this section automatically will be applied to effectuate the Contract

termination. Thus, damages to which a Contractor may be entitled as a result of an improper default termination will be limited to the amounts provided for in this section.

The provisions of this section shall be included in all subcontracts.

6-1.10B **TERMINATION OF AGREEMENT - FOR CAUSE.** An

“Event of Default” as referred to in this section shall occur if the Contractor:

1. Fails to maintain progress of the Work in accordance with the requirements of the Contract Documents; or
2. Fails to prosecute the Work or any of its components in accordance with the Contract Documents; or
3. Persistently or repeatedly fails or refuses to supply sufficient properly skilled workers or proper material to permit the performance of the Work in accordance with the Contract Documents; or
4. Fails to make prompt payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and the Subcontractor and Contractor and Supplier; or
5. Fails to comply with applicable laws, ordinances or rules, regulations or orders of a public authority having jurisdiction over the Work; or
6. Abandons, assigns or sublets the Contract without approval of the City; or
7. Becomes bankrupt or is subject to appointment of a receiver on behalf of the Contractor; or
8. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.

Upon the City’s reasonable belief that there has been an Event of Default by the Contractor, the City may elect to give the Contractor written notice thereof. The Contractor

thereafter shall cure the default as soon as possible and in no event after ten (10) Days from the Contractor's receipt of the City's written notice.

If the Contractor does not timely cure its default, the City may, without waiver of any of its other rights and remedies, elect to terminate the Contract, or portion thereof.

Upon the City's election to terminate the Contract, or portion thereof, the City shall have the right to complete the Work, or portion involved, by whatever means and methods it deems expedient, including the hiring of others on such terms as the City deems advisable. The City shall have the right to take possession of the Contractor's materials, plant, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for wear and tear. The Contractor shall have no rights in such property during its use by the City. The City shall not be required to obtain the lowest prices for completing the Work or a portion of it but shall make such expenditures as, in the City's sole judgment, best accomplish such completion.

The expense of completing such Work or portion thereof, together with a reasonable charge for engineering, managerial and administrative services, as certified by the City, shall be charged to the Contractor, and the expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Agreement, then the Contractor or its surety or sureties shall promptly pay the amount of such excess so due. When the City terminates the Contract under this section, the Contractor shall not be entitled to receive any further payments until the Work is completed and there has been a final settlement of costs of completing the Work covered by such notice of default.

The City will issue to the Contractor a written notice specifying that the Contract, or

portion thereof, is terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop all Work under the Contract; or if partial termination, stop Work relating to the terminated portion of the Agreement;
2. Perform Work the City deems necessary to secure the Work Site for termination including measures to leave the Work Site in a safe condition;
3. Remove equipment from the site of Work, as specified by the City;
4. Take such action as is reasonably necessary to protect materials from damage;
5. Notify all Subcontractors and Suppliers that the Contract or portion thereof is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City;
6. Provide the City with an inventory list of all materials previously produced, purchased or ordered from Suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the City may request;
7. Dispose of materials not used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City (a) with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made by the City and (b) with bills of sale or other documents of title for such materials;
8. Subject to the prior written approval of the City, settle all outstanding liabilities and all claims arising out of Subcontractors or orders for materials terminated hereunder.

To the extent directed by the City, the Contractor shall assign to the City all rights,

- title and interests of the Contractor under subcontracts or orders for materials terminated hereunder. The City shall be at liberty to negotiate with and engage any Subcontractors who had contracted with the Contractor for the Work;
9. Furnish the City with the documentation required to be furnished by the Contractor under the provisions of the Contract Documents, including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Agreement; and
 10. Take such other actions as the City may direct.

If only a portion of the Work has been terminated, the Contractor shall perform the remainder of the Work in conformity with the Contract Documents and in such a manner as not to interfere with the City or others in their performance and completion of the portion of the Work which was terminated.

The City may recover from the Contractor the amount of any loss or damage, including consequential damages, suffered or incurred as a result of the Contractor's default.

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** When the Contractor believes that the entire Work is fully and finally completed, including the satisfactory completion of inspections, tests, and documentation specified in the Contract Documents and completion of all punch list and clean-up items, the Contractor shall submit to the City a written request for final Acceptance within fifteen (15) Days thereafter, specifying that the Work is fully and finally completed and the date on which it was completed. Within thirty (30) Days after receipt of the request for final Acceptance, the City will inspect the Work and will either:

1. Reject the request for final Acceptance, specifying the defective and/or uncompleted portions of the Work; or
2. Notify the Contractor that the Work will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk; or
3. Notify the Contractor that the Work has been accepted by the City but no Notice of Completion will be recorded.

If the City rejects the request for final Acceptance, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall again submit a written request for final Acceptance of the Work, specifying a new date based on the date the defective and/or uncompleted portions of the Work were corrected. Thereafter, the foregoing procedure shall apply successively until the City has verified that the Work is fully and finally completed and accepted the Work by Resolution of the City Council or by written

notification from the Director. Immediately upon such Acceptance, the Contractor shall be relieved of the duty of maintaining the Work as a whole.

All warranties commence upon final Acceptance of the Work. The City's final Acceptance of the Work shall not be construed as an acceptance by the City of any latent defects discovered with regard to the Contractor's work. Furthermore, Contractor's obligations under Section 5-1.22 "Responsibility for Damage and Indemnification" shall still remain applicable after the City's grant of final Acceptance of the Work.

Prior to final Acceptance, the Contractor shall submit to the City the Record Documents and Operation and Maintenance Manuals as specified in the Contract Documents.

7-1.02 **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03 **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the City,

including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless the Contractor has given the City due written Notice of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the notice provisions in Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions, nor to any claim which is based on differences in measurement or errors of computation as to correct quantities.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within seven (7) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

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

If there is a dispute over any claim, the Contractor shall continue to Work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be

governed by all applicable provision of the Agreement.

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

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information

submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these General Conditions, including but not limited to Section 7-1.04.

It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

7-1.04 **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

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

specified herein, such Claim shall be deemed rejected in its entirety.

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

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

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 7-1.05 below.

7-1.05 **DISPUTE RESOLUTION PROCEDURE.** All Claims not resolved

pursuant to Section 7-1.04, shall be resolved pursuant to Public Contract Code Section 10240, et seq.

7-1.06 **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350, et seq., including an amount to provide for the reasonable cost of any litigation thereunder.

7-1.07 **PROGRESS PAYMENTS.** Within fifteen (15) Days after the effective date in the Notice to Proceed, but in any event prior to Contractor's first Application for Payment, the Contractor shall submit to the City a detailed Schedule of Values.

Upon its approval, the Schedule of Values will form a basis for determining the compensation payable to the Contractor based on its actual progress of Work with respect to each Lump Sum bid item. The City, prior to any progress payment being made, must approve the Schedule of Values.

At the Director's discretion the approved Schedule of Values may be used as the basis for calculating the adjustment in compensation for a lump sum bid item due to changes ordered by the Director. When an ordered change increases or decreases the quantities shown in an approved Schedule of Values, at the Director's discretion, the adjustment in compensation may be determined in the same manner specified for increases and decreases in the quantity of a bid item of work in accordance with Section 3-1.05(B), "Contract Price Adjustment," of these General Conditions.

The Contractor once in each month shall submit an Application for Payment, for approval by the Director. Contractor's Applications shall be based on the Schedule of Values submitted to the City. These applications shall be supported by: (1) documentation requested by the City to

substantiate the payment request; (2) statutory releases from Contractor and all Subcontractors and suppliers pursuant to Civil Code Sections 8132 and 8138; and (3) certified payroll records for the period for which payment is requested. Specifically, the Contractor will submit conditional waivers upon progress payment executed by all contractors and suppliers that will be receiving sums sought in the instant payment request and also submit unconditional waivers upon progress payment executed by all contractors and suppliers that have been paid to the date of the payment request. The Contractor shall certify that the Work for which payment is requested has been accomplished. When requested by the City, the Contractor shall submit receipts, invoices and other documentation that the City requires to be furnished for purpose of evaluating the application.

The City will pay the Contractor within thirty (30) Days after its receipt of an undisputed and properly submitted Application for Payment, after deducting all previous payments, retention, and other sums as described in the Contract Documents. Within seven (7) Days of its receipt of the Contractor's Application for Payment, the City will determine whether it complies with the provisions of the Contract Documents. As appropriate, the City will return the application to the Contractor accompanied by a document prepared by the City setting forth the reasons for the rejection. Thereafter, the Contractor shall correct and resubmit the Application for Payment. Progress payments may be withheld for Work that is not performed in accordance with the Contract Documents.

The City may deduct the following from each progress payment:

1. An amount equal to one hundred and twenty-five percent (125%) of the amount claimed under any stop payment notice or other lien filed against the Contractor, which includes an amount to provide for the reasonable cost of any litigation

thereunder.

2. Any Liquidated Damages or Assessments that have accrued as of the date of the Application for Payment.
3. Any sums expended by the City in performing any of the Contractor's obligations under the Agreement that the Contractor has failed to perform.
4. Any other sums that the City is entitled to recover from the Contractor under the terms of the Contract including damages to the City's property.
5. The failure of the City to deduct any of the above identified sums from a progress payment shall not constitute a waiver of the City's right to such sums.

No such estimate or payment shall be construed to be an acceptance of any defective Work or improper materials.

Under no circumstances will the City make payment to unlicensed Contractors. As a condition of payment, the Contractor is required to maintain the applicable Contractor's license as identified in the Notice to Contractors for the duration of the Work.

7-1.08 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**

Partial payments may be made to the extent of seventy-five percent (75%) of the cost of materials and equipment plus delivery to be incorporated in the Work, provided that such materials and equipment meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City and only with the prior written approval by the City. Such delivered costs of stored or stockpiled materials and equipment may be included in the next progress payment after the following conditions are met:

- A. Equipment and materials will only be eligible if given conditional or final

Acceptance by the Director and are in apparent compliance with favorably reviewed Submittals.

B. Only equipment or materials which have received favorable review of Shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated into the project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material or equipment and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials or equipment shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials or equipment in accordance with the requirements of the Contract Documents.

In no case will the amount of progress payments for materials or equipment on hand exceed the Contract Price for such materials or equipment or the Contract Price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant

materials.

The Contractor shall bear all costs associated with the progress payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.09 **RETENTION ON PROGRESS PAYMENTS.** From each progress payment estimate, five percent (5%) will be deducted and held in retention by the City. The remainder, less any deductions described in Section 7-1.07, "Progress Payments," of these General Conditions, will be paid to the Contractor as progress payments.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by the City. Upon the Contractor's request, the City will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if the Contractor deposits in escrow with the City or with a bank acceptable to the City, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. The Contractor shall bear the expenses of the City and the escrow agent in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
3. Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall be substantially similar to the form provided in California Public Contract Code section 22300.

4. The Contractor shall obtain the written consent of the surety to such agreement.

7-1.10 **FINAL PAYMENT.** Final payment will be made only after Contractor has achieved Final Completion of the Work pursuant to the provisions of Section 7-1.01, “Acceptance,” of these General Conditions. Before final payment can be made, the Contractor shall have furnished the City with the following:

1. All Record Documents, catalogues, instruction sheets and information as required by the Contract Documents.
2. Conditional Waivers and Releases Upon Final Payment executed by Contractor and all Subcontractors and Suppliers, as provided by Civil Code Section 8136. Unconditional Waivers and Releases Upon Final Payment, as provided in Civil Code Section 8138, executed by Contractor and all Subcontractors and Suppliers, must be provided for all Subcontractors and Suppliers that have been paid in full.

Within thirty (30) Days of the date of the City’s Acceptance of the Work, the Contractor shall prepare and submit a Final Invoice, showing the proposed total amount due the Contractor, segregated by Bid item quantities, Change Order Work, and other basis for payments; deductions made or to be made for prior payment; and amounts previously retained. Prior invoices and payments shall be subject to correction in the proposed Invoice for Final Payment. Payments to the Contractor will be made only for actual quantities of the Contract items of work constructed in accordance with the Contract Documents.

The City will review the Contractor’s proposed Final Invoice and necessary changes or corrections will be forwarded to the Contractor. Within ten (10) Days thereafter, the Contractor

shall submit a revised proposed Final Invoice incorporating changes or corrections made by the City together with any new claims resulting therefrom. Upon approval by the City, the corrected proposed Final Invoice will become the approval Final Invoice.

If agreements are reached on all questions regarding the Final Invoice, the City will pay the entire sum found due on the approved application. However, the City will withhold sums sufficient to pay all unsettled claims for which stop payment notices have been filed pursuant to Section 9350, et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

Final payment will be made within thirty (30) Days after receipt of an approved Final Invoice and other required Submittals referenced above or within sixty (60) Days after Acceptance of the work by the City, whichever is later, provided, however, that if an approved Final Invoice has not been submitted within sixty (60) Days after Acceptance of the Work by the City, the City may elect to make payment of sums not in dispute without prejudice to the right of either the City or the Contractor in connection with such disputed sums. Notwithstanding the foregoing, if a Notice of Completion is recorded, final payment shall not be made prior to the expiration of the thirty-five (35) calendar day lien period. The start of this lien period is the date the Placer County Recorder's Office records the Notice of Completion.

The City may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of any amount in dispute between the City and the Contractor.

The making of Final Payment shall not operate to release the Contractor or its sureties from obligations arising under the Contract, the Contract bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the City arising from:

1. Unsettled or future liens;
2. Failure of the Work to comply with the requirements of the Contract Documents;
3. The terms of any warranties required by or contained in the Contract Documents;
4. The right to any insurance proceeds or the right to make any insurance or bond claims;
5. Any claims with respect to Contractor's obligations of indemnity with respect to claims asserted by third parties; or
6. Any latent deficiencies with the Work or Contractor's fraud.

7-1.11 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.10, "Final Payment," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.10, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.11, provided, however, if the total sum to be paid is less than \$100, no such payment shall be made.

7-1.12 **WARRANTY.** Notwithstanding inspections and Acceptance by the City of Work furnished under the Contract Documents, the Contractor hereby unconditionally guarantees that all materials and equipment furnished will be of good quality and new, that the Work will be free from defects in workmanship and materials and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

This warranty by the Contractor is in addition to any warranties or guarantees required elsewhere in the Contract Documents. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material during the greater of a period of one (1) year after Acceptance of the Work by the City or the period specified in the Special Conditions, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, the Contractor will commence and prosecute with due diligence all Work necessary to fulfill the terms of this warranty, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, it does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

All warranties set forth in the Contract Documents shall be deemed cumulative and not alternative or exclusive. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby. The establishment of a

specific warranty period relates only to the specific obligation of Contractor to correct defective Work, and it has no relationship to the time within which its obligation to comply with the Contract Documents or applicable provision of law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work. Without limiting the foregoing, it is understood and agreed that Contractor shall remain responsible for latent defects with its work, regardless of the expiration of any warranty period set forth in the Contract Documents.

7-1.13 **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment Installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by it, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from Installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the Installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City.

The provisions of this paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

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.

SUPPLEMENTAL CONDITIONS

Project: Pleasant Grove Pump Station VFD Upgrades
And Valve Automation

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Scope of Supplemental Conditions

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
	SPECIFICATIONS FOR COMMERCIAL CONSTRUCTION (ELECTRIC) 2090 Hilltop Circle, Roseville, CA 95747
	PARKS CONSTRUCTION STANDARDS 316 Vernon Street, Suite 400, Roseville, CA 95678
X	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at: www.roseville.ca.us

2. Numbering in these Supplemental Conditions conforms to that in the General Conditions. The existence of a section in these Supplemental Conditions means that the corresponding section in the General Conditions is modified in some respect. Unless otherwise specified, the modified General Condition is deleted entirely and the provisions of these Supplemental Conditions are substituted.

SECTION 1. DEFINITIONS AND TERMS

1-1.24 **DEPARTMENT.** Section 1-1.24 of the General Conditions is amended to include the following:

The Department for Contract Administration is the Environmental Utilities Department of the City of Roseville.

SECTION 2. CONTROL AND SCOPE OF THE WORK

2-1.08 **SUBMITTALS.** Section 2-1.08 of the General Conditions is amended to include the following:

The time allowed for review of each submittal is (10) ten Days after receipt of the submittal by the Director.

SECTION 3. CHANGES IN THE WORK

There are no amendments to the General Conditions.

SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.14 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos is not present in the vicinity of the Project. Additional information shall be made available to Contractor upon request.

SECTION 6. PROSECUTION AND PROGRESS

6-1.04 **PROGRESS SCHEDULE.** Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than 30 Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.07 **TIME OF COMPLETION.** Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within 21 business days after receiving a Notice to Proceed and shall diligently prosecute the Work to completion. The Work shall be completed within 90 business days of the Notice to Proceed.

If landscaping plants require an establishment period, that period will be 60 calendar days. Start of the establishment should be as outlined in the Specifications.

6-1.08 **LIQUIDATED DAMAGES.** Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is the sum of \$500.00 per Day.

SECTION 7: ACCEPTANCE AND PAYMENT

Section 7-1.02 of the General Conditions is amended to include the following:

Unless special payment is specifically provided in the Measurement and Payment Section, all incidental work and expense in connection with the Completion of Work Under the Contract will be considered a subsidiary obligation of the Contractor and all such costs shall be included in the appropriate items in the Schedule of Bid Items in connection with which costs are incurred.

[END OF SUPPLEMENTAL CONDITIONS]

SPECIAL PROVISIONS

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SP

SPECIFICATIONS FOR CONSTRUCTION

Specifications for the Construction of the City of Roseville

Pleasant Grove Pump Station VFD Upgrade and Valve Automation

Specifications
for
Construction of the

**PLEASANT GROVE PUMP STATION
VFD UPGRADE AND VALVE AUTOMATION**

for the

City of Roseville

January 2023



Domenichelli & Associates
Civil Engineering

Specifications
for
Construction of the

PLEASANT GROVE PUMP STATION VFD UPGRADE AND VALVE AUTOMATION



January 2023

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SITE CONDITIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Location
 - 2. Weather Conditions
 - 3. Elevation
 - 4. Naturally Occurring Asbestos (NOA)

1.02 STATION LOCATION

- A. Approximate Coordinates: N 38.768° W 121.340°

1.03 WEATHER CONDITIONS

- A. Below freezing conditions may exist during the winter months.
- B. 100 degree plus temperatures exist during the summer months.

1.04 ELEVATION

- A. Elevation at the station is approximately 105 feet above mean sea level.

1.05 NATURALLY OCCURRING ASBESTOS (NOA)

- A. If while excavating the contractor sees any materials which appear to contain asbestos fibers, the Contractor is to stop excavation and report the findings to the City immediately.

END OF SECTION

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SECTION 02 05 50
DEMOLITION AND SITE PREPARATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Demolition and site preparation includes all clearing, grubbing and demolition Work.

1.02 JOB CONDITIONS

- A. The Contractor shall determine the actual condition of the site as it affects the Work.
- B. In General, the demolition will include:
1. Clearing and Grubbing.
 2. Demolition as required to complete the work.
 3. Removal and disposal of any material, debris and appurtenances as required to complete the work.

1.03 QUALITY ASSURANCE

- A. General: All work shall be performed in accordance with the local building codes, State Industrial Safety Orders and requirements of the Occupational Safety and Health Act requirements.
- B. Schedule: Demolition must be scheduled to allow all existing services and utilities to remain in continuous operation as long as possible. No interruption in operation will be permitted without authorization from the Owner's Representative. Contractor shall provide any temporary means and facilities required to keep the required services in operation when the normal means requires interruption.
- C. Protection
1. Demolition shall be performed in such a manner as to not harm adjacent structures, equipment, existing landscaping or natural vegetation.
 - a. The Contractor shall assume full responsibility for such disturbance.
 - b. All costs of any such repair, rehabilitation, or modifications shall be borne by the Contractor.
 - c. Existing facilities not scheduled for demolition, which are damaged by construction activities, shall be repaired or replaced at the District's discretion and at the Contractor's expense.
 2. The Contractor shall provide such protection and means as may be required to transfer material to the ground.
 - a. Throwing, dropping or permitting the free fall of material and debris from heights which would cause damage to other work, existing structures, or equipment; undue noise or nuisance; or excessive dust is expressly prohibited.
- D. Protect existing trees and other vegetation to remain against damage.
1. Do not smother trees by stockpiling construction materials or excavated materials within drip line.
 2. Do not permit foot or vehicular traffic or parking of vehicles within drip line.

3. Provide temporary protection as required.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall notify the Owner's Representative when demolition is complete.

3.02 PERFORMANCE

A. Clearing and Grubbing

1. The site of all open-cut excavations and areas to be cleared, shall be cleared and grubbed prior to excavation.
 - a. Unless otherwise specified, the Contractor shall remove obstructions such as brush, trees, logs, roots, root balls, heavy sod, vegetation, rock, stones larger than 6 inches in any dimension, broken or old concrete and pavement, debris, and structures.
 - b. Clearing and grubbing in areas of structural improvement such as concrete structures shall be cleared and grubbed as above except that obstructions larger than 2 inches in any dimension shall be removed.

3.03 SALVAGE

- A. None

3.04 REMOVED MATERIAL AND DEBRIS

- A. Where Contractor is directed on the Drawings to "Demolish" or "Remove" material or facilities it is understood that the material will be removed and disposed of offsite unless specifically stated otherwise or directed by the Owner's Representative.
- B. All materials shown to be removed and debris shall become the property of the Contractor and shall be removed from the site.
- C. Materials and debris generated by demolition activities shall not be allowed to accumulate. Debris shall be removed daily and disposed of in a lawful manner.

3.05 RESTORATION

- A. Restore adjacent structures and facilities damaged during demolition or other construction to original or better condition.

END OF SECTION

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. Cast-in-place concrete.
2. Reinforcing steel.
3. Forms.
4. Concrete accessories.

1.02 REFERENCES

A. Reference standards:

1. Current version of all.
2. ACI 214: Recommended Practice for Evaluating Compression Test Results of Field Concrete.
3. ACI 224: Control of cracking in Concrete Structures.
4. ACI 224.3: Joints in Concrete Construction.
5. ACI 301: Specifications for Structural Concrete.
6. ACI 305: Recommended Practice for Hot Weather Concreting.
7. ACI 306: Recommended Practice for Cold Weather Concreting.
8. ACI 306.1: Standard Specifications for Cold Weather Concreting.
9. ACI 315: Manuals of Standard Practice for Detailing Reinforced Concrete Structures.
10. ACI 318: Building Code Requirements for Reinforced Concrete.
11. ACI 347: Recommended Practice for Concrete Formwork.
12. ACI 350: Environmental Engineering Concrete Structures.
13. ASTM A82: Cold-Drawn Steel Wire for Concrete Reinforcement.
14. ASTM A185: Welded Wire Fabric for Concrete Reinforcement.
15. ASTM A497: Welded Preformed Steel Wire Fabric for Concrete Reinforcement.
16. ASTM A615: Deformed Billet-Steel Bars for Concrete Reinforcing.
17. ASTM C31: Making and Curing Concrete Test Specimens in the Field.
18. ASTM C33: Concrete Aggregate.
19. ASTM C39: Test for Compressive Strength for Cylindrical Concrete Specimens.
20. ASTM C94: Ready-Mixed Concrete.
21. ASTM C127: Test for Specific Gravity and Adsorption of Coarse Aggregate.
22. ASTM C128: Test for Specific Gravity and Adsorption of Fine Aggregate.
23. ASTM C136: Test for Sieve or Screen Analysis of Fine and Coarse Aggregates.
24. ASTM C143: Test for Slump of Portland Cement Concrete.
25. ASTM C150: Portland Cement.
26. ASTM C192: Making and Curing Concrete Test Specimens in the Laboratory.
27. ASTM C231: Test for Air Content of Freshly Mixed Concrete.
28. ASTM C260: Air Entraining Admixtures for Concrete.
29. ASTM C494: Chemical Admixtures for Concrete.

30. ASTM C618: Fly Ash and Raw on Calcined Natural Pozzolans for use in Portland Cement.
31. PS1: Construction and Industrial Grade Plywood (ANSI A199.1).

1.03 SUBMITTALS

- A. The Contractor shall provide submittals as required hereunder.
 1. Reinforcing bar lists and fabrication placement and Drawings.
 2. Product information for all additives, sealers, form ties, form coating, waterstops, and accessories.
 3. Concrete mix design.
 4. Submit tests for the same mix design number within the last 6 months demonstrating break strength.

1.04 QUALITY ASSURANCE

- A. Tolerances: ACI 301 and ACI 347 as modified herein. In case of conflict ACI 347 governs over ACI 301.
- B. Compliance with the requirements specified herein may necessitate modification to the manufacturer's standard material or equipment.
- C. Concrete mix design:
 1. Contractor to provide and pay for the concrete mix design.
 2. Compression tests:
 - a. Prepare two (2) sets of compression test cylinders from each proposed concrete mix, three (3) cylinders per set.
 - b. Test one (1) set of three (3) cylinders at seven (7) days, the other at 28 days.
 - c. Make, cure, and store in accordance with ASTM C192.
 - d. Test in accordance with ASTM C39.
 3. Test the proposed concrete mix for each size and gradation of aggregates and each consistency intended for use in the project.
 4. Aggregates:
 - a. Sample and test according to ASTM C33.
 - b. Determine bulk specific gravity in accordance with ASTM C127 and C128.
 5. Fly ash: Supplier's chemical composition and physical analysis test.
 6. Slump test: ASTM C143.
 7. Total air content: ASTM C231.
 8. Initial set test:
 - a. In accordance with ASTM C403.
 - b. Test at 70 degrees F and 90 degrees F ambient.
 - c. Test at 70 degrees F on mix including specified plasticizing and air entraining admixtures.
 - d. Test at 90 degrees F on mix including specified retarding and air entraining admixtures.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Storage and protection:
 1. Cement and fly ash.

- a. Store in moisture-proof enclosures.
 - b. Do not use if caked or lumpy.
 - 2. Aggregate.
 - a. Store to prevent segregation and inclusion of foreign materials.
 - b. Do not use the bottom 6 inches of piles in contact with the ground.
 - 3. Reinforcing steel: Store on supports that will keep it from contact with the ground.
 - 4. Rubber and plastic materials.
 - a. Store in a cool place.
 - b. Do not expose to direct sunlight.
 - 5. Sealers, form coatings, etc.
 - a. Store indoors according to manufacturer's request.
 - b. Discard any improperly stored materials.
- B. Acceptance at site:
- 1. Prepare a delivery ticket for each load of ready-mixed concrete.
 - 2. Truck operator shall hand ticket to District Representative at the time of delivery.
 - 3. Ticket to show actual:
 - a. Quantity delivered in cubic yards
 - b. Actual amount of each material in batch.
 - 1) Cement - lbs
 - 2) Water – lbs
 - 3) Coarse aggregate
 - 4) Fine aggregate
 - 5) Additives
 - c. Outdoor temperature in the shade.
 - d. Time at which cement was added.
 - e. Truck, project, and mix design identification number.
 - f. Time water was added to the load.
 - 4. Failure to provide the delivery ticket will be cause to reject the load.
 - 5. Time Limits:
 - a. Mix designs including retarder: Failure to arrive at jobsite within 90 minutes after the addition of water will be cause to reject the load.
 - b. Mix designs not including retarder: Failure to arrive at jobsite within 60 minutes after the addition of water will be cause to reject the load.

1.06 PROJECT/SITE CONDITIONS

- A. Environmental requirements: See specification Section 02 00 00

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Forms:

- 1. Prefabricated: Simplex "Industrial Steel Frame Forms," Symons "Steel Ply," Universal "Uniform," or equal.

2. Plywood: PS1, waterproof resin-bonded, exterior type Douglas Fir; face adjacent to concrete, Grade B or better.
3. Fiberboard FS LLL-B-810, Type IX, tempered, waterproof, screen back, concrete form hardboard.
4. Lumber: Straight; uniform width and thickness; and free from knots, offsets, holes, dents, and other surface defects.
5. Form coating: Industrial lubricants "Nox-crete Form Coating," W. R. Meadows "Durogard," PRECO "Reebol Form Cote," or equal.
6. Form ties: Removable end, permanently embedded body type not requiring auxiliary spreaders, with cones on outer ends, embedded portion 1-inch minimum back from concrete face. If not provided with threaded ends, then they shall be constructed for breaking off ends without damage to concrete.

B. Reinforcing steel:

1. Bars: ASTM A615, Grade 60.
2. Beam stirrups and column ties: ASTM A615, Grade 60.
3. Welded wire fabric: ASTM A185 or A497.
4. Bar supports: PS7; CRSI Class B or E, fabricated from galvanized wire or having stainless steel legs.

C. Concrete:

1. Cement: ASTM C150, Type II or Type II LA.
2. Fly ash: ASTM C618, Class F, except loss on ignition not more than 5 percent.
3. Fine aggregate: clean, natural sand ASTM C33, or natural materials processed to conform to ASTM C33.
4. Coarse aggregate: crushed rock, natural gravel, or other inert granular material, ASTM C33 except clay and shale particles no more than 1 percent.
5. Water: clean and free of deleterious substances.
6. Admixtures:
 - a. Retarder: ASTM C494, Type D; Grace "Duratard-HC," Master Builders "Pozzoloth 300-R," Protex "Protard," Sika Chemical "Plastiment".
 - b. Plasticizer: ASTM C494, Type A; Grace "Daracem-100," Master Builders "Rheobuild 1000".
 - c. Air entraining agent: ASTM C260; Grace "Darex AEA," Master Builders "Micro-Air," W. R. Meadows "Sealtight".
 - d. Water reducer: Master Builders "Pozzoloth 322N.
 - e. Or equal."

D. Accessories:

1. Expansion material:
 - a. Sponge rubber expansion joint filler, ASTM 1501-71, ASTM D1752-83, Type 1.
 - b. Acceptable manufacturers:
 - 1) W.R. Meadows.
 - 2) Epoxy Industries Inc.
 - 3) Sonneborn.
 - 4) Or equal.

2.02 MIXES

- A. Design concrete mix within limits specified.
- B. Comply with ASTM C94.
- C. Cement content:
 - 1. Minimum Portland Cement, lbs/cu yd, for concrete containing a water reducing admixture:

Concrete Slump	Coarse Aggregate Size No. 4 Sieve to 1" Aggregate (Thrust Blocks)	Coarse Aggregate Size from No. 4 Sieve to	
		3/4"	1"
4"	542	583	555

- 2. If water reducing admixture is omitted, increase cement content 10 percent.
 - 3. Contractor may substitute fly ash for up to 15 percent of cement at a rate of 1.5 lbs fly ash for each 1 lb of cement.
- D. Water cement ratio: Shall not exceed 0.5.
- E. Slump: Maximum 4-inch
- F. Volume ratio of fine to total aggregates:

Coarse Aggregate Size	Minimum Ratio	Maximum Ratio
3/8"	0.45	0.50
1/2"	0.40	0.50
3/4"	0.35	0.50
1"	0.30	0.46
1-1/2"	0.25	0.42

- G. Initial set:
 - 1. 5-1/2 hours $\pm$ 1 hr after water and cement are added to the aggregates as determined by ASTM C403.
 - 2. Adjust retarder quantities to compensate for temperature and job condition variations.
- H. Admixtures:
 - 1. Content, batching method, and time of introduction in accordance with the manufacturer's recommendations for compliance with this specification.
 - 2. Include a water reducing admixture.
 - 3. Calcium chloride is not permitted.

4. Superplasticizer may be required. A separate submittal and approval are required. Slump tests shall be taken at the batch plant prior to addition, if a superplasticizer is used.
- I. Strength: Minimum compressive strength as determined by ASTM C39 for concrete structures:

Age	Concrete Structures Minimum Strength	Controlled Density Fill	
		Non-Structural Minimum Strength	Structural Minimum Strength
7 days	2,500 psi	-	-
28 days	3,500 psi	100 psi	1,200 psi

- J. Consistency:
 1. Suitable for the placement conditions.
 2. Slump uniform.
 3. Aggregate floating uniformly throughout the concrete mass.
 4. Flow sluggishly when vibrated or spaded.

2.03 SOURCE QUALITY CONTROL

- A. Test reports:
 1. Submit reports of tentative concrete mix design and testing including:
 - a. Slump on which the design is based.
 - b. Total gal of water per cu yd.
 - c. Brand, type, composition, and quantity of cement.
 - d. Brand, type, composition, and quantity of fly ash.
 - e. Specific gravity and gradation of each aggregate.
 - f. Ratio of fine to total aggregates.
 - g. Surface-dry weight of each aggregate per cu yd.
 - h. Brand, type, ASTM designation, active chemical ingredients and quantity of each admixture.
 - i. Air content.
 - j. Compressive strength based on 7 day and 28 day compression tests.
 - k. Time of initial set.
 2. Submit suppliers certified fly ash test reports for each shipment delivered to concrete supplier.
 - a. Physical and chemical characteristics.
 - b. Certification of compliance with the specifications.
 - c. Signed by Contractor and concrete supplier.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Forms:

1. Design to produce hardened concrete to the shape, lines, and dimensions indicated on the Drawings.
2. Conform to ACI 347 as modified herein.
3. Surfaces exposed to view.
 - a. Prefabricated plywood panel forms, job-built plywood forms, or forms lined with plywood or fiberboard.
 - b. Laid out in a regular and uniform pattern with long dimensions vertical and joints aligned.
 - c. Produce finished surfaces free from offsets, ridges, waves, and concave or convex areas.
 - d. Maximum deviation from a true plane: 1/8-inch in 6 feet.
4. Plywood or lined forms are not required for surface (buried by backfill) not normally submerged or not normally exposed to view.
5. Other types of forms may be used:
 - a. For surfaces not restricted to plywood or lined forms.
 - b. As backing for form lining.
6. Provide forms above all extended footings.
7. When placing concrete against gravel or crushed rock not containing 25 percent minimum material passing a No. 4 sieve:
 - a. Provide polyethylene film to protect concrete from water loss.
 - b. Lap joints 4 inches.
8. Provide substantial forms sufficiently tight to prevent leakage of mortar.
9. Brace or tie forms to maintain desired position, shape, and alignment during and after concrete placement.
10. Size and space walers, studs, internal ties and other form supports so proper working stresses are not exceeded.
11. Form concrete column supported beams and slabs so column forms may be removed without disturbing beam and slab form supports.
12. Where the top of a wall will be exposed to weathering, stop form on at least one side at true line and grade.
13. Other locations to be finished to a specified elevation, slope, or contour, bring form to true line and grade and provide a wooden guide strip at the proper location in the forms for finishing the top surface with a screed or template.
14. At horizontal construction joints in walls, stop the forms on one side not more than 2 feet above the joint.
15. Provide temporary opening at the bottom of columns and wall forms and wherever necessary for cleaning and inspection.
16. Install form ties on exposed surfaces in uniformly spaced vertical and horizontal rows.
17. Provide chamfer strips.
 - a. To bevel salient edges and corners.
 - b. To bevel salient edges of equipment bases.
 - c. 3/4-inch bevel.
18. Do not remove or disturb until concrete has attained sufficient strength to safely support all dead and live loads.

19. Leave shoring beneath beams and slabs in place and reinforce as required by construction equipment and materials.
20. Remove forms carefully to prevent surface gouging, corner or edge breakage and other damage.

B. Reinforcing steel:

1. Accurately position reinforcing steel on supports, spacers, hangers, or other reinforcing steel.
2. Secure with wire ties or suitable clips.
3. Except at contact splices, minimum clear distance between bars, is to be the greater of:
 - a. Nominal diameter of bars.
 - b. 1.5 times maximum size of coarse aggregate.
 - c. 1-1/2 inch in columns.
 - d. 1-inch in beams.
 - e. 2 inches in other locations.
4. Where beam reinforcement is placed in 2 layers, place bars in upper layer directly above bars in lower layer.
5. Do not install reinforcement for beams and slabs that are supported by concrete columns until after the concrete for the column has been placed.
 - a. Fabricate in accordance with ACI 315 and ACI 318 except as specified or indicated on Drawings.
 - b. Accurately formed.
 - c. Free from loose rust, scale, and contaminants that will reduce bond.
 - d. Splices:
 - 1) As indicated on the Drawings.
 - 2) Do not weld or tack weld reinforcing steel except where specifically indicated on Drawings.
 - 3) Remove and replace steel upon which any unauthorized welding has been performed.
 - 4) When splicing bars in tie beams subject to tensile loading, splice no more than half the bars within a length of 40 bar diameter and hook each spliced bar end 180 degrees.
 - e. Do not bend or re-bend reinforcing steel at job site. Bending of steel in locations not shown on Drawings shall be cause for rejection of work.

C. Embedments:

1. Accurately position and securely anchor in forms all anchor bolts, casting, steel shapes, conduit, sleeves, masonry anchorages, and other materials to be embedded in concrete.
2. Anchor bolts:
 - a. Provide sufficient threads on anchor bolts to permit a nut on the concrete side of the form or template.
 - b. Install a second nut on the other side of the form or template.
 - c. Adjust the nuts to hold the bolt rigidly in the proper position.
3. Clean embedments before installation.

4. Clean concrete spatter and other foreign substances from surfaces not in contact with concrete.

D. Concrete:

1. Notify District Representative not less than 24 hours in advance of the times and places at which Contractor intends to place concrete.
2. Predetermine limits of each pour.
3. Place all concrete within limits of pour in one (1) continuous operation.
4. Rigidly secure forms, reinforcing steel, water stops, and anchor bolts in proper position.
5. Remove all mud, water, and debris from space to be occupied by concrete.
6. Clean surfaces encrusted with dried concrete from previous concrete operations.
7. Bonding to hardened concrete:
 - a. Place new concrete on rough, clean, damp faces of existing concrete.
 - b. Remove surface mortar to expose aggregate.
 - c. Clean hardened concrete of all foreign substances, including curing compound.
 - d. Wash with clean water, and keep saturated for 24 hours preceding placement of fresh concrete.
8. Epoxy bonding:
 - a. Apply epoxy bonding agent per manufacturer's recommendation on surfaces identified on the Drawings.
9. Conveying concrete:
 - a. Convey to the point of final deposit by methods that will prevent separation or loss of ingredients.
 - b. Place concrete in final position without being moved laterally more than 5 feet.
10. Placing concrete:
 - a. Place concrete in approximately horizontal layers of proper depth for proper compaction, not more than 2 feet.
 - b. Place subsequent layer while the preceding layer is still plastic.
 - c. Fill form at a rate not less than 2 ft/hr.
 - d. Do not allow concrete to free fall more than 4 feet in walls and columns.
 - e. Provide vertical construction joints as required to comply with these requirements and as shown on the Drawings.
 - f. Place and compact concrete in wall or column forms before placing any reinforcing steel in the system to be supported by the walls and columns.
 - g. Limit portions of columns and walls poured monolithically with floor or roof slabs to 6-foot vertical height.
 - h. Allow concrete in walls and columns to settle at least two (2) hours before concrete is placed in structural systems to be supported by the walls and columns.
 - i. Top finish concrete when thoroughly settled.
 - j. Remove all laitance, debris, and surplus water from the tops of the forms by screeding, scraping, or other effective means.
 - k. Overfill the forms for walls whose tops will be exposed to the weather and screed off the excess after the concrete has settled.

11. Compaction:

- a. Thoroughly compact concrete during and immediately after placement.
- b. Work concrete around all reinforcements and embedments and into the corners of the forms.
- c. Use mechanical vibrators which will maintain 9,000 cycles/min when immersed in the concrete, 1-1/2 hp motor min.

E. Construction joints:

1. Locations:

- a. As indicated on the Drawings, and if not shown, joint spacing shall not exceed ACI recommendations as interpreted by the Engineer.
- b. In columns and walls:
 - 1) At the underside of beams, girders, haunches, drop panels, column capitals, and at floor panels.
 - 2) Haunches, drop panels, and column capitals are considered part of the supported floor or roof and shall be placed monolithically therewith.
 - 3) Column bases need not be placed monolithically with the floor below.
- c. In beams and girders:
 - 1) At the middle of the span unless a beam intersects a girder at this point.
 - 2) If the middle of the span is at an intersection of a beam and girder, offset the joint in the girder a distance equal to twice the beam width.
 - 3) Provide satisfactory means for transferring shear and other forces through the construction joint.
- d. In suspended slabs:
 - 1) At or near the center of span in flat slab or T-beam construction.
 - 2) Do not locate a joint between a slab and a concrete beam or girder unless so indicated on the Drawings.
- e. Install construction joints in beams, slabs, and girders perpendicular to the planes of their surfaces.

F. Expansion and contraction joints:

1. Contraction joints:

- a. Provide as indicated on Drawings.
- b. Seal accessible edges.
- c. Waterstop embedment equal on each side of the joint.
- d. Splice water stops in strict conformity with the manufacturer's instructions.

2. Expansion material:

- a. Provide as indicated on Drawings.
- b. Firmly bond to previously poured joint. Face with a suitable adhesive.
- c. Pour new concrete directly against joint filler.
- d. Seal accessible edges.

3.02 FINISHED UNFORMED SURFACES:

1. Do not finish buried or permanently submerged concrete not forming an integral part of a structure except as required to attain surface elevations, contours, and freedom from laitance.

2. Screed and initial float finish followed by additional floating, and troweling as required, all other surfaces.
3. Screeding:
 - a. Screed concrete surfaces to the proper elevation and contours with all aggregates completely imbedded in mortar.
 - b. Surface free of irregularities of height or depth more than 1/4 inch measured from a 10-foot straightedge.
4. Floating:
 - a. Float finish screeded surfaces as soon as the concrete has stiffened sufficiently for working.
 - b. Remove and replace with mortar any coarse aggregate which is disturbed by the float or which causes a surface irregularity.
 - c. Initial floating to produce a surface of uniform texture and appearance without unnecessary working of the surface.
 - d. Follow initial floating with a second floating at the time of initial set.
 - e. Second floating to produce a finish of uniform texture.
 - f. Except as otherwise specified, the second floating finish is the final finish.
 - g. Use hand floats or mechanical compactor floats.
5. Broom finish:
 - a. Broom finish exterior slabs.
 - b. Broom after second floating and at right angles to normal traffic.
6. Troweling:
 - a. Steel trowel finish interior floor surface which will be exposed at the completion of construction, the exposed portion of the equipment bases, interior curbs, and where indicated on the Drawings.
 - b. Do not trowel floor surfaces which will be normally submerged.
 - c. Trowel after the second floating when the surface has hardened adequately to prevent drawing an excess of fines to the surface.
 - d. Trowel to produce a dense, smooth, uniform surface free from blemishes and trowel marks.
7. Aggregate exposure:
 - a. Remove surface mortar from surfaces to be covered later with concrete or mortar topping.
 - b. Expose coarse aggregates to improve bonding.
8. Unless specified to be beveled, edge floated or troweled surfaces with a tool having a 1/4-inch radius.

3.03 CURING:

1. Protect concrete from moisture loss for at least seven (7) days after placement.
2. Cure concrete by methods that will keep concrete surfaces adequately wet during curing.
3. Water curing: may be used for all concrete.
 - a. Begin water saturation as quickly as possible after initial set.
 - b. Regulate water application to provide complete surface coverage with a minimum of runoff.
 - c. Use absorptive blankets to hold moisture to concrete or flood the surface.
4. Membrane curing:

- a. Membrane curing compound may be used in lieu of water curing on concrete which will not be covered later with mortar or concrete where water curing is not specifically called for.
- b. Spray apply membrane curing compound at not more than 300 sq ft/gal.
- c. Cover unformed surfaces within 30 minutes of final finishing.
- d. If forms are removed before the end of the curing period, immediately apply curing compound to the formed surfaces before they dry out.
- e. Protect curing compound against abrasion during the curing period.

3.04 FINISHING FORMED SURFACES:

1. Remove fins and other surface projections from all formed surfaces except exterior surfaces that will be in contact with earth backfill and are not specified to be damp-proofed.
2. Use a power grinder, if necessary, to remove projections and provide a flush surface.
3. Remove fins and fill tie hole on surfaces to be damp-proofed but do not do any other finishing of those surfaces.
4. Tie holes:
 - a. Clean, wet and fill with patching mortar.
 - b. Finish flush to match the texture of adjacent concrete.
5. Grout - cleaned finish:
 - a. ACI 301, 5.3.3.4.b.
 - b. Grout clean surfaces to produce a smooth uniform surface free of marks, voids, surface glaze, and cement dust.
 - c. Grout clean all surfaces exposed to view, interior of tanks and surfaces indicated on Drawings.
 - d. Fill all voids regardless of location that are 1/4-inch deep or 1/2-inch diameter.

3.05 COLD WEATHER CONCRETING:

- A. Comply with ACI 306 and 306.1, except as modified herein.
- B. Minimum concrete temperature at the time of mixing:

<u>Outdoor Temperature at Placement (in shade)</u>	<u>Concrete Temperature at Mixing</u>
Below 0° F	70° F
Between 0° F & 30° F	65° F
Between 30° F & 45° F	60° F
Above 45° F	45° F

1. Do not place heated concrete which is warmer than 80 degrees F.
2. If freezing temperatures are expected during curing, maintain the concrete temperature at or about 50 degrees F for five (5) days or 70 degrees F for three (3) days.
3. Do not allow concrete to cool suddenly.
4. Do not place concrete on frozen subgrade.

3.06 HOT WEATHER CONCRETING:

- A. Comply with ACI 305, except as modified herein.
- B. If the air temperature is expected to be 90 degrees F or greater in the next 24 hours.
 - 1. Keep concrete as cool as possible before, during, and after placement.
 - 2. Do not allow concrete temperature to exceed 75 degrees F at placement.
 - 3. Prevent plastic shrinkage cracking due to rapid evaporation of moisture.
 - 4. Addition of ice, or other cooling methods, will be required to meet temperature requirements.
 - 5. Do not place concrete when the actual or anticipated evaporation rate equals or exceeds 0.2 lbs/sq ft/hr as determined from ACI 305.

3.07 FIELD QUALITY CONTROL

- A. District Representative furnished:
 - 1. Perform field control test:
 - a. Tests by qualified personnel.
 - b. Make tests in presence of District Representative.
 - c. Provide all equipment, supplies, and the services of one (1) or more employees, as required.
 - d. The test frequencies specified are minimum, perform additional tests as required by the job conditions.
 - 2. Aggregate gradation: Sample and test in accordance with ASTM D75 and C136.
 - a. Fine aggregates: Each 100T.
 - b. Coarse aggregates: Each 200T.
 - 3. Fly ash: Sample and test each 25T in accordance with ASTM C143.
 - 4. Slump: perform a test for each truck load in accordance with ASTM C143.
 - 5. Compression tests:
 - a. Make one (1) set of four (4) cylinders from each truck load.
 - b. Test one (1) cylinder in each set at seven (7) days.
 - c. Test two (2) cylinders in each set at twenty-eight (28) days.
 - d. The other cylinder is to be a spare to be tested at the District Representative's discretion.
 - e. District Representative will evaluate in accordance with ACI 214 and ACI 318.
 - f. Make cure, store, and deliver cylinders in accordance with ASTM C31.
 - g. Test in accordance with ASTM C39.
 - h. Mark or tag each set of test cylinders with the date and time of day the cylinders were made, the location in the work where the concrete represented by the cylinders was placed, the delivery truck or batch number, the air content, and the slump.
- B. Contractor furnished:
 - 1. Provide materials from each truck for test cylinders.
 - 2. Cooperate with testing agency to provide test prior to placement of each load.
 - 3. Provide all mix design testing.

4. Pay for all retesting of concrete which does not meet specifications during the initial test.

END OF SECTION

SECTION 03 60 00

GROUT

PART 1 - GENERAL

1.01 SUMMARY

- A. The work of this Section includes providing grout other than that required for masonry work.
- B. The following types of grout are included in the work of this Section:
 - 1. Non-Shrink Grout: This type of grout shall be used wherever grout is required, unless another type is specifically indicated.
 - 2. Cement Grout
 - 3. Epoxy Grout
 - 4. Topping Grout and Concrete Fill
- C. Except as otherwise indicated, the current versions of the following apply to the work of this Section:

Reference	Title
CRD-C 621	Corps of Engineers Specification for Non-shrink Grout
ASTM C109	Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in or 50-mm Cube Specimens)
ASTM C531	Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical- Resistant Mortars, Grouts, and Monolithic Surfacing
ASTM C579	Test Methods for Compressive Strength of Chemical-Resistant Mortars and Monolithic Surfacing
ASTM C827	Test Method for Early Volume Change of Cementitious Mixtures
ASTM D696	Test Method for Coefficient of Linear Thermal Expansion of Plastics

1.02 SUBMITTALS

- A. The Contractor shall provide submittals as required hereunder.
 - 1. Manufacturer's literature containing instructions and recommendations on the mixing, handling, placement, and appropriate uses for each type of non-shrink and epoxy grouts proposed for use in the work.
 - 2. Certified test results verifying the compressive strength, shrinkage, and expansion properties.

1.03 QUALITY CONTROL

- A. Field Tests
 - 1. When a product is used without documentation, compression test specimens will be taken during construction from the first placement of each type of grout, and at intervals thereafter as selected by the Engineer to ensure continued compliance with these specifications.
 - 2. Compression tests and fabrication of specimens for cement grout and non-shrink grout will be performed as specified in ASTM C 109. A set of three specimens

will be made for testing at 7 days, 28 days, and each additional time period as appropriate.

3. Compression tests and fabrication of specimens for epoxy grout will be performed as specified in ASTM C 579, Method B, at intervals during construction as selected by the Owner's representative. A set of three specimens will be made for testing at 7 days, and each earlier time-period as appropriate.
- B. The cost of all laboratory tests on grout will be borne by the Owner, but the Contractor shall assist the Owner's representative in obtaining specimens for testing. However, the Contractor shall be charged for the cost of any additional tests and investigation on work performed which does not meet the specifications. The Contractor shall supply all materials necessary for fabricating the test specimens.

PART 2 - PRODUCTS

2.01 CEMENT GROUT

- A. Cement grout mix design shall satisfy the same requirement as structural concrete, except that cement grout has no large aggregate requirement when the grout thickness is less than 3".

2.02 PREPACKAGED GROUTS

A. Non-Shrink Grout

1. Non-shrink grout shall be a prepackaged, inorganic, non-gas-liberating, non-metallic, cement-based grout requiring only the addition of water. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout indicated herein shall be that recommended by the manufacturer for the particular application.
2. Class A non-shrink grouts shall have a minimum 28 day compressive strength of 5000 psi; shall have no shrinkage (0.0 percent) and a maximum 4.0 percent expansion in the plastic state when tested in accordance with ASTM C827; and shall have no shrinkage (0.0 percent) and a maximum of 0.2 percent expansion in the hardened state when tested in accordance with CRD C 621.
3. Class B non-shrink grouts shall have a minimum 28 day compressive strength of 5000 psi and shall meet the requirements of CRD C 621.

B. Application

1. Class A non-shrink grout shall be used for the repair of all holes and defects in concrete members which are water bearing or in contact with soil or other fill material, grouting under all equipment base plates, and at all locations where grout is specified in the contract documents; except, for those applications for Class B non-shrink grout and epoxy grout indicated herein. Class A non-shrink grout may be used in place of Class B non-shrink grout for all applications.
2. Class B non-shrink grout shall be used for the repair of all holes and defects in concrete members which are not water-bearing and not in contact with soil or other fill material, grouting under all base plates for structural steel members, and grouting railing posts in place.

2.03 TOPPING GROUT AND CONCRETE FILL

- A. Grout for topping of slabs and concrete fill for built-up surfaces of manhole, tank, channel, and basin bottoms shall be composed of cement grout. All materials and procedures specified for concrete in Section 03 30 00 – Cast-in-Place Concrete shall apply except as indicated otherwise herein.
- B. Topping grout and concrete fill shall contain a minimum of 564 pound of cement per cubic yard with a maximum water cement ratio of 0.45. Where concrete fill is thicker than 3 inches, concrete as indicated in Section 03 30 00 – Cast-in-Place Concrete may be used.
- C. Strength: Minimum compressive strength of topping grout and concrete fill at the end of 28 days shall be 4000 psi.

2.04 CURING MATERIALS

- A. Curing materials shall be as indicated in Section 03 30 00 – Cast-in-Place Concrete for cement grout and as recommended by the manufacturer of prepackaged grouts.

2.05 CONSISTENCY

- A. The consistency of grouts shall be that necessary to completely fill the space to be grouted for the particular application.
- B. Unless otherwise noted on contract drawings, grout for base plates and equipment leveling shall have flowable, semi-flowable, and dry pack viscosities.
 - 1. Flowable and semi-flowable consistencies require formwork.
 - 2. Dry pack consistency is such that the grout is plastic and moldable, but will not flow.

2.06 MEASUREMENT OF INGREDIENTS

- A. Measurements for cement grout shall be made accurately by volume using containers. Shovel measurement is not an acceptable method of measurement.

PART 3 - EXECUTION

3.01 GENERAL

- A. All surface preparation, curing, and protection of cement grout shall be as required. The finish of the grout surface shall be troweled smooth unless noted otherwise.
- B. Where pre-packaged product is used, the manufacturer's representative shall provide on-site technical assistance upon request.
- C. Base concrete or masonry must have attained its design strength before grout is placed. When bonding to an existing cementitious material is expected, waterblasting or abrasive blasting to roughen the substrate is required.

3.02 GROUTING PROCEDURES

- A. Base Plate Grouting

1. For base plates, the original concrete shall be blocked out or finished off a sufficient distance below the plate to provide for a grout thickness not exceeding 2x the anchor bolt diameter.
2. After the base plate has been set in position at the proper elevation and double nutted on the anchor bolts, the space between the bottom of the plate and the original pour of concrete shall be filled with non-shrink-type grout. The grout shall be placed so there are no voids between the bottom of the base plate and the concrete.

B. Topping Grout

1. All mechanical, electrical, and finish work shall be completed prior to placement of topping or concrete fill. The base slab shall be given a roughened textured surface by abrasive blasting or waterblasting to ensure bonding to the base slab.
2. The minimum thickness of grout topping and concrete fill shall be one inch. Where the finished surface of concrete fill is to form an intersecting angle of less than 45 degrees with the concrete surface it is to be placed against, a key shall be formed in the concrete surface at the intersection point. The key shall be a minimum of 3-1/2-inches wide by 1-1/2-inches deep.
3. The base slab shall be thoroughly cleaned and wetted prior to placing topping and fill. No topping concrete shall be placed until the slab is complete free from standing pools or ponds of water. The topping and fill shall be compacted by rolling or tamping, brought to established grade, and floated. Topping grout placed on sloping slabs shall proceed uniformly from the bottom of the slab to the top, for the full width of the placement.
4. The surface shall be tested with a straight edge to detect high and low spots which shall be immediately eliminated. When the topping and fill has hardened sufficiently, it shall be steel troweled to a smooth surface free from pinholes and other imperfections. An approved type of mechanical trowel may be used to assist in this operation, but the last pass over the surface shall be by hand-troweling. During finishing, no water, dry cement or mixture of dry cement and sand shall be applied to the surface.

END OF SECTION

SECTION 05 50 10

ANCHOR BOLTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. Equipment anchor bolts.
2. Structural anchor bolts.
3. Epoxy set anchor bolts.
4. Expansion anchors are prohibited

1.02 REFERENCES

A. A. Reference standards:

1. ASTM A307: Carbon Steel Externally Threaded.
2. ASTM A153: Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
3. ASTM A164: Electrodeposited Coatings of Zinc on Steel.
4. ASTM A120: Pipe, Steel, Black and Hot-Dipped, Zinc-Coated (Galvanized) Welded and Seamless, for Ordinary Uses.
5. ASTM A36: Structural Steel.
6. ASTM A276: Stainless Steel.
7. ANSI B94.12: Epoxy Set Anchors.

1.03 SYSTEM DESCRIPTION

A. Contractor's option:

1. If anchor bolts are shown, then cast-in anchor bolts shall be used.
2. If epoxy-set anchors are shown, the Contractor may use cast-in anchor bolts or epoxy-set anchors.

1.04 SUBMITTALS

A. The Contractor shall provide submittals as required hereunder.

B. Shop Drawings and Product Data:

1. Sufficient to verify compliance with specifications, to include manufacturer's literature on sizes, material and installation procedures.

1.05 QUALITY ASSURANCE

A. Compliance with the requirements specified herein may necessitate modification to the manufacturer's standard materials or equipment.

1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver anchor bolts and templates in time to permit setting when structural concrete is placed.

PART 2 - PRODUCTS

2.01 MATERIALS

A. General:

1. Generally, all fasteners in or near the process flow, in tanks, etc. shall be stainless steel.

B. Bolts:

1. Carbon steel: ASTM A307.
2. Stainless steel: ASTM 276, Grade 303, 304, 305 or 316.
3. Galvanized steel: Carbon steel, hot-dip galvanized, ASTM A153; or zinc plated, ASTM A164 type GS.

C. Nuts:

1. Same material as bolts.
2. Carbon steel: ASTM A307, Grade B heavy hexagonal.
3. Stainless Steel: ASTM 276, Grade B heavy hexagonal.
4. Self-locking: Prevailing torque, IFI-100, grade A.
5. Use anti-seize compound on stainless steel threads.

D. Washers:

1. Same material as bolts.
2. Flat: ANSI B27.2.
3. Locking: Spring type ANSI B27.1.

E. Epoxy set anchors:

1. In hardened concrete and fully grouted masonry:
 - a. Stainless steel studs, nuts and washers.
 - b. Approved manufacturers:
 - 1) Hilti, Inc., HIT
 - 2) Ramset/Red Head.
 - 3) Or equal.

2.02 FABRICATION

A. Anchor bolts:

1. 3/4-inch minimum, except as indicated on the Drawings.
2. Type:
 - a. General use: L-shaped hook type.
 - b. Where indicated on Drawings or specified:
 - 1) Straight bolt with square head.
 - 2) Straight bolt with square plate welded to bolt and nut welded to plate and bolt.
 - 3) Through-bolt with sleeve and square plate assembly.
 - 4) Coupled bolt with sleeve welded to square plate and bolt.

B. Epoxy set anchors:

1. 3/4-inch minimum, except as indicated on the Drawings.
2. Where indicated on Drawings.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that holes for anchor bolts in forms and templates match applicable equipment Shop Drawings.

3.02 INSTALLATION

A. Anchor bolts:

1. Where installed in cast-in-place concrete, install a nut on the concrete side of the form or supporting template.
2. Provide three (3) nuts for each anchor bolt for which a lock nut is indicated, two (2) for others.
3. Through bolts:
 - a. Sleeved with bearing plates.
 - b. Bearing plates welded to bolt and plate welded to sleeve.

B. Epoxy set anchors:

1. Install as per manufacturer's recommendation.
2. Clean hole and inspect prior to installation.
3. Minimum hole depth: As noted on the drawings or per manufacturer's recommendation. If not noted, 6 inches minimum.
4. Diameter of drilled holes: As per ANSI B94.12.

3.03 SCHEDULES

- A. Anchorage materials to be as noted on plans.
- B. If materials are not noted on plans, the materials shall be:
1. 316 stainless steel.

END OF SECTION

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SECTION 07 90 00

SEALANTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work Included

1. Clean and prepare joint surfaces.
2. Sealant and backing materials.

1.02 REFERENCES

<u>Reference</u>	<u>Title</u>
ASTM C834	Specification for Latex Sealing Compounds
ASTM C920	Standard Specifications for Elastomeric Sealers
ASTM D1056	Flexible Cellular Materials Sponge or Expanded Rubber

1.03 SUBMITTALS

A. The Contractor shall provide submittals as required hereunder.

B. Product Data and Samples

1. Submit manufacturer's written surface preparation and installation instructions.
2. Submit samples of sealant colors.

1.04 WARRANTY

- A. Provide one year warranty in accordance with manufacturer's standard warranty.
Replace sealants which fail because of loss of cohesion or adhesion, or do not cure.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers listed below are approved with regards to their specific products.

2.02 MATERIALS

A. Two-Part Urethane: ASTM C920, Type M, Self-Leveling, Class 25.

1. Bostik Construction Products: Chem-Calk 550.
2. Pecora Corporation: Urexpan NR-200.
3. Sonneborn Building Products: Isolastic SL-2, Paving joint sealant.
4. Sika Corporation: Sikaflex 2c SL.

B. Two-Part Urethane: ASTM C920, Type M, Non-Sag.

1. Bostik Construction Products: Chem-Calk 500.
2. Pecora Corporation: Dynatrol II.
3. Sonneborn Building Products: Sonolastic NP-2.

4. Sika Corporation: Sikaflex 2c NS
- C. One-Part Urethane: ASTM C920, Type S, Non-Sag, Class 25.
 1. Bostik Construction Products: Chem-Calk 900.
 2. Pecora Corporation: Dynatrol I-XL.
 3. Sonneborn Building Products: Sonolastic NP-1.
 4. Sika Corporation: Sikaflex 1a
- D. One-Part Silicone: ASTM C920, Type S, Non-Sag, Class 25.
 1. Dow-Corning Corporation: 795.
 2. General Electric Company: SCS 1000.
 3. Pecora Corporation: 895
 4. Sonneborn Building Products: Omniseal 50.
 5. Sika Corporation: Sika Sil C-995.
- E. Latex-Acrylic Sealant: ASTM C834, Non-Sag, Class 25.
 1. Pecora Corporation: AC-20.
 2. Schnee and Morehead, Inc.: S-M 8200.
 3. Sonneborn Building Products: Sonolac.
 4. W.R. Meadows, Inc.: Esaply.
- F. Immersed Service Sealant:
 1. Sika Corporation: Sikaflex 2C.
 2. Polymeric Systems, Inc.: PSI 270.
 3. Pacific Polymers International: Elasto-Thane 227 R

2.03 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Filler: ASTM D1056; round, closed cell foam rod; oversized 30 to 50 percent; Grey Flex manufactured by Emseal.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify joint dimensions, physical and environmental conditions are acceptable to receive work of this Section.
- B. Beginning of installation means acceptance.

3.02 PREPARATION

- A. Clean, prepare, and size joints in accordance with manufacturer's instructions. Remove any loose materials and other foreign matter which might impair adhesion of sealant.
- B. Verify that joint shaping materials and release tapes are compatible with sealant.
- C. Examine joint dimensions and size materials to achieve required width / depth ratios.
- D. Use joint filler to achieve required joint depths, to allow sealants to perform properly.
- E. Use bond breaker where required.

3.03 INSTALLATION

- A. Perform work in accordance with ASTM C834 for latex compounds and C920 for elastomeric sealants.
- B. Install sealant in accordance with manufacturer's written instructions. Apply primer where recommended by manufacturer.
- C. Apply sealant within recommended temperature ranges. Consult manufacturer when sealant cannot be applied within recommended temperature ranges.
- D. Tool joints as indicated.
- E. Joints: Free of air pockets, foreign embedded matter, ridges, and sags.

3.04 SCHEDULE

- A. This schedule reflects sealant materials specified in 2.02 of this Section. This schedule denotes sealant generic type and use or location.

Specification Paragraph Number	Sealant	Use or Location	Joint Tooling
2.02 A	Two-part Urethane: Self Leveling.	Horizontal concrete joints	Flat, 1/8" to 1/4" below finished concrete surface
2.02 B	Two-part urethane non-sag	CMU and Concrete vertical joints	Concave

END OF SECTION

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SECTION 11 01 00
GENERAL REQUIREMENTS FOR EQUIPMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. Scope: This section provides the general requirements that must be met by all equipment supplied under Division 11 and or shown on the drawings.
- B. Equipment Lists: Equipment lists, if any, presented in these specifications and shown on the drawings are included for the convenience of the Engineer and Contractor and are not intended to represent a rigorous and precise listing of all equipment, devices and material to be provided under this contract. The Contractor agrees to rely solely upon his own material and equipment takeoff lists for this purpose.

1.02 REFERENCES

- A. This section references the following documents. They are a part of this Section as specified and modified. In case of conflict between the requirements of this Section and those of the listed documents, the requirements of this Section shall prevail.

<u>Reference</u>	<u>Title</u>
AFMBA	Methods of Evaluating Load Ratings of Ball and Roller Bearings
ANSI B1.1	Unified Inch Square Threads
ANSI B2.1	Pipe Threads (Except Dupeal)
ANSI B16.1	Cast Iron Pipe Flanges and Flanged Fittings, Class 125
ANSI B16.5	Stainless Steel Pipe Flanges and Flanged Fittings
ANSI B18.2.1	Square and Hex Head Bolts and Screws, Including Askew Head Bolts, Hex Cap Screws, and Lag Screws
ANSI B 18.2.2	Square and Hex Nuts
CBC	California Building Code – latest edition

1.03 SUBMITTALS

- A. General: The Contractor shall provide submittals as required hereunder.
- B. Required Submittal Data: The following information shall be submitted for each piece of equipment. Additional submittal requirements, specific to individual equipment items, are listed in the individual equipment specifications.
 - 1. The proposed equipment shall be identified by the equipment numbers listed in the specifications and on the drawings.
 - 2. Manufacturer and manufacturer's type designation

3. A photocopy of the equipment specifications shall be included. All paragraphs shall be initialed to show compliance. Any exceptions to these specifications along with justification for each exception shall be clearly presented.
4. Manufacturer's catalog data confirming rated capacity, horsepower, efficiency and electrical requirements
5. Shop drawings
6. Predicted performance curves developed for the specific application. In the case of rotating equipment, performance curves shall show speed, capacity, pressure, efficiency and power for all specified conditions
7. Cross-sectional views of machines showing details of construction
8. Data and calculations required to justify selection of size of components such as shafts, bearings, and peripheral equipment necessary to conform to these specifications
9. Parts lists, with materials of construction
10. Installation, startup, and shakedown requirements noting all items to be inspected and confirmed at each stage of installation, startup, and shakedown.
11. Piping and equipment assemblies with dissimilar metals shall be installed with dielectric or equal corrosion protection.

1.04 QUALITY ASSURANCE

- A. Arrangement: The arrangement of equipment shown is based upon information available to the Owner at the time of design and is not intended to show exact dimensions peculiar to a specific manufacturer unless otherwise indicated. The drawings are, in part, diagrammatic and some features of the illustrated equipment installation may require revision to meet actual equipment installation requirements. Structural supports, foundations, connected piping and valves shown may have to be altered to accommodate the equipment provided. No additional payment will be made for such revisions and alterations.
- B. Control Devices: Control devices, wiring, starters, panels, light, and other electrical items provided with mechanical equipment shall, in general, conform to the requirements of the Electrical Specifications, as well as any requirements of the particular equipment specification.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Protection during Shipment
 1. Each item of equipment shall be shipped to the site of the work with either the manufacturer's shop applied prime coating or a vinyl paint prime coating. The prime coating shall be applied over clean dry surfaces in accordance with the paint manufacturer's recommendations. The prime coating will serve as a base for field-applied finish coats.
 2. Bearing housings shall be wrapped or otherwise sealed to prevent contamination by grit and dirt, and ventilation and other types of openings shall be taped closed.

PART 2 - PRODUCTS

2.01 FLANGES AND PIPE THREADS

A. Flanges on equipment and appurtenances:

1. Shall conform in dimensions and drilling to ANSI B16.1 for cast iron, Class 125 and ANSI B16.5 for stainless steel.
2. Unless otherwise specified, metric dimensioned flanges not allowed.
3. Unless otherwise specified, flanges shall be flat faced.

B. Pipe threads:

1. Shall conform in dimension and limits of size to ANSI B1.1, coarse thread series, Class 2 fit.
2. Threaded flanges shall have a standard taper pipe thread conforming to ANSI B2.1.

C. Flange assembly bolts:

1. Shall be heavy pattern, hexagonal head, carbon steel machine bolts with heavy pattern, hot pressed, hexagonal nuts conforming to ANSI B18.2.1 and B18.2.2.
2. Bolt Threads shall be Unified Screw Threads, Standard Coarse Thread Series, Class 2A and 2B, ANSI B1.1.

2.02 BEARINGS

- A.** Unless otherwise specified, equipment bearings shall be oil or grease lubricated, ball or roller type, designed to withstand the stresses of the service specified. Each bearing shall be rated in accordance with the latest revisions of AFMBA Methods of Evaluating Load Ratings of Ball and Roller Bearings for one of the following classes of B-10 rating life:

Class	Hours of Operation
M1	8,000
M2	20,000
M3	50,000
M4	100,000
M5	200,000

- B.** Unless otherwise specified, equipment shall have bearings rated for Class M4 life or greater.
- C.** Grease lubricated bearings, except those specified to be factory sealed and lubricated, shall be fitted with easily accessible grease supply, flush, drain and relief fittings. Extension tubes shall be used when necessary. Grease supply fittings shall be standard hydraulic Alemite type.

- D. Oil lubricated bearings shall be equipped with either a pressure lubricating system or a separate oil reservoir type system. Each oil lubrication system shall be of sufficient size to safely absorb the heat energy normally generated in the bearing under a maximum ambient temperature of 60 degrees C and shall be equipped with a filler pipe and an external level indicator gauge.

2.03 SEALS

A. Mechanical

1. Unless otherwise specified, mechanical seals may be internal or external type, balanced or unbalanced type, and single or double seals except as herein specified. An internal type seal may be used where clean sealing liquid is provided, either from the pumped liquid or an external source. When the pumped liquid is corrosive, abrasive, toxic or flammable, an internal double seal shall be provided with adequate sealing liquid pressure to prevent entry of pumped liquid into the seal chamber, or an external seal may be provided. The sealing liquid shall be within the temperature limits and at the flushing rate recommended by the equipment manufacturer.
 2. The seal may be balanced or unbalanced, as recommended by the equipment manufacturer. To maintain the necessary minimum or maximum pressure across the seal faces, spring pressure shall be uniformly distributed to the sealing faces by a coil spring or multiple springs. The rotating seal element shall be clamped to the shaft and provided with O-ring seal. The stationary seal element shall be sealed with O-ring or gasket material.
 3. Seal faces shall be tungsten carbide to tungsten carbide except on the double seal where the seal in contact with pump liquid shall be carbon. The O-ring gasket material shall be as recommended by the manufacturer for the liquid being pumped. Other parts shall be 316 stainless steel.
- B. Stuffing Box: Unless otherwise specified, each stuffing box shall be cast separately, bolted to the bearing frame, tapped to permit installation of a clean liquid seal, and shall be large and sufficiently deep to hold a minimum of five rows of packing and a bronze lantern water seal ring. Packing shall be die-molded packing rings of material suitable for the intended service and as recommended by the manufacturer. Sealing liquid shall be the pumped liquid unless otherwise specified. Taps for external sealing and a lantern ring shall be provided. When used, lantern rings shall be of two-piece construction and shall be provided with tapped holes to facilitate removal. Packing gland halves and studs shall be 316 stainless steel.

2.04 GUARDS

- A. Exposed moving parts shall be provided with guards which meet the requirements of CAL/OSHA. Guards shall be fabricated of solid 14-gauge steel. Guards shall be galvanized after fabrication and shall be designed to be readily removable to facilitate maintenance of moving parts. Reinforced holes shall be provided. Reinforced holes shall be provided.

2.05 CAUTION SIGNS

- A. Equipment with guarded moving parts which operates automatically or by remote control shall be identified by signs reading "CAUTION – AUTOMATIC EQUIPMENT MAY START AT ANY TIME."

2.06 PRESSURE TAPS, TEST PLUGS, AND GAUGES

- A. Whether shown or not shown on the drawings, 1/2" pressure taps w/plugs shall be provided on the suction and discharge sides of all pumps, blowers and compressors. Pressure and vacuum test gauges shall be provided where shown or specified.

2.07 NAMEPLATES

- A. Nameplates shall be provided on each item of equipment and shall contain the specified equipment name or abbreviation. Equipment nameplates shall be engraved or stamped on corrosion resistant material and fastened to the equipment in an accessible location with a No. 4 or larger oval head stainless steel screws or drive pins.

2.08 LUBRICANTS

- A. The Contractor shall provide for each item of mechanical equipment a supply of the lubricant required for the initial filling and for the commissioning period.
- B. Lubricants shall be of the type recommended by the equipment manufacturer and shall be products of the Owner's current lubricant supplier.
- C. The Contractor shall limit the various types of lubricants by consolidating them, with the equipment manufacturer's approval, into the least number of different types. Not less than 90 days before the date shown in his construction schedule for starting, testing, and adjusting equipment.
- D. Contractor shall provide the Owner with three copies of a list showing the required lubricants, after consolidation, for each item of mechanical equipment. The list shall show estimated quantity of lubricant needed for a full year's operation, assuming the equipment will be operating continuously.

2.09 SPARE PARTS

- A. Parts and materials shall be furnished in manufacturer's unopened cartons, boxes, crates or other protective covering suitable for preventing corrosion or deterioration for the maximum length of storage that may be normally anticipated. They shall be clearly marked and identified.
- B. During construction, parts shall be stored in buildings or trailers with floor, roof and closed sides and in accordance with manufacturer's recommendations. They shall be protected from weather, condensation and humidity.
- C. Spare parts and materials shall be delivered to the Owner upon completion of the Work or when the Owner assumes beneficial occupancy. Contractor shall then place them in permanent storage rooms or areas approved by the Owner's Representative.
- D. A letter of transmittal shall accompany the spare parts and shall include the following:

1. Date of letter and transfer of parts and material
 2. Contract title and number
 3. Contractor's name and address
 4. A complete inventory of the parts and material, listing the applicable Specification Section for each
 5. A place for the Owner to sign and signify receipt of the parts and materials
- E. Contractor shall be fully responsible for loss or damage to parts and material until they are transmitted to the Owner.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Each item of equipment provided shall be installed and tested within the tolerances recommended by the equipment manufacturer.

3.02 TESTING

- A. Items of equipment specified in this Section shall be tested as required in each section and in accordance with Division 1 requirements.

END OF SECTION

SECTION 11 05 00
EQUIPMENT MOUNTING

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes the requirements for supply and installation of mounts, supports, and anchorage hardware for all equipment and accessories required to make a complete system including but not limited to piping, fans, and ducts.

1.02 SYSTEM DESCRIPTION

A. Design Requirements

1. Requirements of Regulatory Agencies:
 - a. All tanks, and related piping, equipment and related supports and equipment anchorages shall be designed and supplied by the Contractor in accordance with National and State requirements including, but not limited to CBC, AWWA & ANSI Standards.
2. Project Specific Requirements:
 - a. See the structural drawings for project specific seismic and wind load parameters.
 - b. If there is a conflict between this section and the structural drawings, the structural drawings will govern.
3. Additional Design Requirements:
 - a. In addition to code requirements, anchors and supports shall be designed to allow for expansion and contraction throughout the full potential temperature differential (both operational and off-line conditions).
 - b. Anchors shall be capable of supporting equipment and accessories in all service and testing conditions.
 - c. Anchorage shall allow for proper leveling.
 - d. Allowances shall be provided for horizontal and vertical adjustment after installation and operation.

1.03 SUBMITTALS

- A. The Contractor shall provide submittals as required hereunder and in accordance with the requirements of Section 11 01 00 - General Requirements for Equipment:
1. Calculations for all of the work required above. All calculations must be performed and signed by a civil or structural engineer currently registered in the State of California.
 2. Design codes and criteria used
 3. Equipment weight, support points, and center of gravity
 4. Anchor and hardware details
 5. Concrete embeds (if any)
 6. Isolation mounts (vibratory and reciprocating equipment)

- B. Inasmuch as all anchorage of equipment will be made to cast-in-place concrete elements, it is imperative that types of anchorage be coordinated with the concrete placement.
- C. If calculations and anchorage details are not submitted prior to placing of concrete, the Contractor will become responsible for any strengthening of concrete elements because of superimposed seismic loading.

1.04 QUALITY ASSURANCE

- A. Allow for special inspection for the installation of chemical anchors in accordance with CBC requirements.
- B. Expansion type anchors are not allowed.
- C. Adhesive type anchors shall not be allowed as a substitute for cast-in-place anchors where shown.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All equipment located on floor slabs shall be mounted on concrete pads.
- B. Concrete pedestals and pad dimensions shall be provided with submittal.
 - 1. Unless otherwise shown on the drawings, the minimum edge distance for anchors is 1.5 times anchor embedment, but no less than 6”.
- C. All conduits, piping connections, drains, etc., shall be enclosed by the concrete base.
- D. Where a steel base is shown or specified between the equipment and the concrete pedestal, it shall be hot-dip galvanized after fabrication.

2.02 MATERIALS

- A. Unless otherwise specified on the drawings, materials of construction for anchoring devices shall conform to the following:
 - 1. See specification Section 05 50 10 – Anchor Bolts

2.03 CAST IRON BASES

- A. Cast iron bases do not require galvanizing but must be sealed in accordance with the requirements specified in Section 09 90 00 –Coatings.
- B. All fasteners requiring connections to the base shall be terminated by nuts welded to the bottom side of the base and plugged with cork, plastic plugs or grease, or acorn nuts.
- C. In no case shall the fastener terminate only into the metal base.

2.04 ANCHORS

- A. Epoxy and wedge anchors used in concrete shall be approved for cracked concrete per ACI 318 Appendix D.
- B. See drawings for further requirements.

2.05 ADJUSTABILITY

- A. Provide leveling grout for equipment mounting unless otherwise detailed on Drawings.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Equipment

1. Except where a higher lateral force is required by code, each piece of equipment installed shall be anchored to resist minimum lateral seismic or wind forces for the site, whichever is greater.
2. No equipment shall be anchored to vertical structural elements without written approval of the Engineer.
3. Vibratory equipment shall be supported by isolator mounts to limit transmissibility to structure.
4. Non-vibrating equipment shall be anchored directly to the supporting floor system.
5. In addition to the anchorage, all equipment shall be internally designed so that all static and moving parts are anchored to the supporting framework to resist the imposed seismic force. All forces must be transmitted to the base in order to be anchored as required.

B. Piping

1. All piping, raceways, accessories, and appurtenances, furnished with equipment shall be anchored to resist lateral seismic forces.
2. Piping with flexible connections and/or expansion joints shall be anchored such that the intended uses of these joints are maintained in the piping system.

C. Anchor bolts

1. Prior to installing nuts on anchor bolts, coat with non-seize compound to prevent galling of threads.
2. Nuts shall be tightened to the equipment manufacturer's specifications.

END OF SECTION

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SECTION 26 05 00

ELECTRICAL

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall install, ready for use, the electrical system as specified herein and shown on the Contract drawings. This document describes the function and operation of the system and particular components, but does not necessarily describe all necessary devices. All components and devices shall be furnished and installed as necessary to provide a complete operable and reliable system for accomplishing the functions and meeting the performance set forth hereinafter.
- B. Furnish all required labor, materials, project equipment, tools, construction equipment, safety equipment, transportation, test equipment, incidentals and services to provide a complete and operational electrical system as shown on the Contract E-series Drawings, included in these Specifications, or necessary for fully operating facility. See Appendix "B" for "Device Index" for this project.
- C. Examine the specification and Drawings for mechanical equipment and provide all starters, circuit breakers, switches, pushbuttons and appurtenances which are not specified to be with the mechanical equipment. Erect all electrical equipment not definitely stated to be erected by others, furnish and install conduit, wire and cable and make connections required to place all equipment in complete operation.
- D. It is recommended that the Electrical Contractor attend the job walk for the site and shall have accomplished the following:
 - 1. Thoroughly examine existing conditions before submitting his bid proposal to perform any work. He shall compare site conditions with data given on the plans or in these Specifications. No allowance shall be made for any additional costs incurred by the Contractor due to his failure to have examined the site or to have failed to report any discrepancies to the Owner prior to bid.
 - 2. It is the Contractor's responsibility to be fully familiar with the existing utility locations, conditions and local requirements and regulations.
 - 3. Verify all measurements and conditions and shall be responsible for the correctness of same. No extra compensation will be allowed because of differences between Work shown on the Drawings and measurements at the site.
- E. The major areas in the scope of work shown on E & I-series Contract drawings, Device Index located in Appendix "B", which includes both the furnishing and installation are:
 - 1. Replacing two (2) existing soft starters with two new VFDs; installing four (4) new motor operators on existing valves and associated hardware.
 - 2. Instrumentation and other miscellaneous devices. This includes all wiring and cables.

3. Programmable Logic Controller (PLC) hardware modifications for controlling the pumps, valves and other miscellaneous devices.
 4. Installation of primary devices, equipment and instruments are not completely detailed on Contract Drawing plan sheets. Use Device Indexes and Contract Drawings installation details for installation and mounting requirements.
 5. All necessary miscellaneous shut off, sample, manifold and calibration valves to sensors.
 6. Conduits and the field interconnection wiring between VFDs, MOVs, and equipment provided under all other Divisions, etc.
 7. Provide all necessary hardware, fittings, and devices to connect the designated equipment and wiring.
 8. Trenching, backfilling, and compaction for all underground conduit routes, concrete pads, and pull boxes.
 9. Grounding system and equipment grounding
 10. Concrete pads and supports for electrical and instrumentation equipment
 11. Remove and dispose of all excess dirt, paving, concrete, and other materials from site work.
 12. SCADA graphic screen & Autodialer configuration and modifications to existing system shall be by City of Roseville.
 13. PLC & OI program modifications will be by Others.
- F. Existing site is limited in space. It is the Contractor's responsibility to provide an electrical and instrumentation package to fit in the allocated space.
- G. Contractor shall coordinate with Owner prior to cutover of any system.
- H. The following specifications incorporate specific equipment and devices that are standards of the Owner because of their serviceability, because of the local availability of labor, parts and materials, or because of the ability of the Owner to umbrella the equipment under existing maintenance contracts.
- I. All electrical work shall conform with the National Electric Code (NEC) 2020 issue. Nothing on the Drawings or in the Specifications shall be construed to permit work or materials not conforming to these codes and standards.
- J. Any major deviations in location and conduit routing that the Contractor makes without the express written review or direction of the Engineer, shall be considered to have been made at the Contractor's sole responsibility. Such deviations made by the Contractor shall be reflected on the Contractor supplied "Record Drawings." The Owner will reimburse the Engineer and the Owner will then deduct an amount equal to said reimbursement from the Contractor's contract for all engineering, drafting, and clerical expenses associated with updating the Record Drawings due to any major unauthorized changes.
- K. All panels, panelboards, panelboard transformers, etc. shall be supplied by one system supplier. All panels and instrumentation listed for Division 26 in all Division 26 appendix Indexes shall be supplied by the same System Supplier. This includes, but not limited to, all work necessary to select, furnish, supervise installation, calibrate, program, and place into operation all transmitters, instruments, controllers, alarm equipment, monitoring equipment, and accessories as specified herein. The system supplier shall not subcontract any portions of the equipment provisioning with the exception of fire and security alarm systems without written approval of Owner.

1.02 RELATED WORK IN OTHER SECTIONS

- A. Provide an electrical system that interfaces to work performed under other Mechanical and Equipment Sections of these Specifications, including, but not limited to:

- 1. Section 26 05 73 – Electrical Systems Analysis

1.03 CONTRACTOR QUALIFICATIONS

- A. It is the intent of this Division that the complete responsibility for management and installation of the electrical and instrumentation required for this project be by the Contractor. This responsibility includes, but is not limited to, supervision and coordination of work performed by the System Supplier. Uncertified electricians shall not perform electrical work for which certification is required.
- B. Uncertified electricians shall not perform electrical work for which certification is required per Labor Code Section 3099. Electricians shall be required to carry proof of certification on their person at all times. Electricians found on the jobsite without proof of certification will be asked to leave, prohibited from working on-site until proof of certification has been provided and may be reported to the Contractors State License Board (CSLB).
- C. Contractor shall submit the proposed Electrical Subcontractor and System Supplier with bid documents that will be used on this project.
- D. If the Contractor, Electrical Subcontractor and System Supplier listed in bid documents are deemed not qualified by Owner, they will have their bid rejected at the Owner's sole discretion and the next qualified bidder selected. No reason will be released on why the bid was rejected.
- E. The Electrical Contractor shall meet the following minimum qualifications:
 - 1. Has a current C-10 Contractor's License.
 - 2. Has regularly engaged in similar electrical construction for the municipal water and wastewater industry.
 - 3. Has performed work of similar or greater complexity on at least five previous projects.
 - 4. Has all persons performing work as electricians certified as either a General Electrician or registered Apprentice by the California Apprenticeship Council per California Labor Code Section 3099.
 - 5. Has been actively engaged in the type of electrical and instrumentation work specified in this Division for a minimum of three years.
- F. Bid package shall include a list of five (5) completed projects of similar size and nature for water or wastewater treatment plants the Electrical Contractor has completed:
 - 1. Provide completion dates of projects.
 - 2. References of Owner Representative in charge of project, including contact name and telephone number.

1.04 SYSTEM SUPPLIER QUALIFICATIONS

A. General:

1. All switchboard, panels, MCCs, and PLC hardware shall be supplied by one System Supplier. All panels and instrumentation listed for Division 26 in all Division 26 Appendix Indexes shall be supplied by the same System Supplier. This includes, but not limited to, all work necessary to select, furnish, supervise installation, calibrate, program, and place into operation all transmitters, instruments, controllers, alarm equipment, monitoring equipment, and accessories as specified herein. The System Supplier shall not subcontract any portions of the equipment provisioning with the exception of fire and security alarm systems without written approval of Owner.
2. The System Supplier shall have an on-staff project engineer with prior experience on similar sized projects. This project engineer shall coordinate the technical aspects of this project and prepare the submittals and drawings. This project engineer's name, address, and phone number shall be provided within the first week after notice to proceed. The System Supplier project engineer shall attend all coordination meetings and be on-site when requested by the Owner's Resident Engineer.

B. System Suppliers

1. The System Supplier shall meet the following minimum qualifications:
 - a. Has regularly engaged in similar instrumentation systems for the Municipal Water and Wastewater industry.
 - b. Has successfully performed work of similar or greater complexity on at least five previous projects under one company name which is the present company name.
 - c. Has been actively engaged in the type of PLC control system, and instrumentation work specified in this Division for a minimum of five years.
 - d. Has staff on this project that has successfully completed the ISA Certified Control Systems Technician (CCST) program. System Supplier shall provide proof of certification on demand.
 - e. Has a permanent, fully staffed, and equipped service facility in operation at least six (6) months prior to bid date within 150 miles of project site. Service facility shall be under same company name as System Supplier and same company.
 - f. System Supplier facility shall be staffed with personnel and equipment required to maintain, repair and calibrate the instrumentation system. Subletting warranty to third party is not acceptable.
2. Pre-Qualified System Suppliers:
 - a. It is the intent of the Owner to secure the highest quality of work for this project. The System Suppliers listed below have been determined to meet minimum qualifications specified in this Division and are pre-qualified by the Owner for providing bids as System Suppliers on the project.
 - 1) Tesco Controls, Inc. (phone 916 395-8800)
 - 2) Primex Controls, (phone 707 449-0341)

- 3) Technical Systems, Inc. (TSI) (phone 707 678-4444)
- 4) Approved System Supplier prior to Bid Opening and as noted by Addendum
- 3. System Suppliers not pre-qualified by the Owner shall submit the information listed herein at least 14 calendar days prior to bid date, and if approved by the Owner, will be listed in a Contract addendum prior to bid.
 - a. Company history.
 - b. List of five (5) completed projects of similar size and nature for water treatment plants.
 - 1) Provide completion dates of projects.
 - 2) References of Owner Representative in charge of project, including contact name and telephone number.
 - c. List of projects in progress.
 - 1) Description of scope of projects.
 - 2) Dollar amount of projects.
 - d. Complete 2021 Year End Financial statement prepared by a Certified Accountant or complete 2021 Company Tax Returns listing assets and liabilities.
- 4. Additional information for clarification as requested by the Owner in writing shall be provided by the System Supplier asking for the qualification or qualification will automatically be denied.
- 5. System Supplier providing financial statements lacking detail or stating that detailed financial records are proprietary will be disqualified as a qualified System Supplier and is grounds alone for disqualification.
- 6. Any qualification package deemed incomplete or lacking sufficient information to determine qualification will result in System Supplier not being qualified.
- 7. No reason will be released on why a System Supplier was not qualified.

1.05 CONTRACT DOCUMENTS

- A. The Contract drawings and specifications are intended to be descriptive of the type of electrical system to be provided; any error or omissions of detail in either shall not relieve the Contractor from the obligations there-under to install in correct detail any and all materials necessary for a complete operational system, at no additional cost.
- B. The Contract drawings are generally diagrammatic; exact locations of electrical products shall be verified in the field with the Engineer. Except where special details on drawings are used to illustrate the method of installation of a particular piece or type of equipment or materials, the more restrictive of the two shall take precedence in the event of conflict.
- C. The Contract Electrical elementary, elevation and one-line diagrams are the basis of the electrical system to be provided and are for reference only. It is the Contractor's responsibility to adjust and make minor revisions to the diagrams as necessary for operational system at no additional cost to the Owner. Additional isolators, relays, wiring, terminal blocks, and appurtenances, shall be provided for an operation system at no additional cost to the Owner.

- D. Location at facilities of equipment, inserts, anchors, panels, pull boxes, conduits, stub-ups, and fittings for the electrical system are to be determined by the Contractor and Engineer at time of installation. Contractor shall make minor adjustments to locations of electrical equipment required by conditions and coordination with other trades at no additional cost.
- E. The Conduit and Wire Routing Schedule, wire fill, and number of conduits are based on the best information available. It is the Contractor's responsibility to modify the conduit schedule based upon Shop Drawings for the actual equipment. Such modifications in conduit sizes and numbers of conductors shall be at no additional cost to the Owner, if such changes are the direct result of the equipment selected by the Contractor. A copy of the Conduit Schedule and Electrical plans showing conduit routing shall be updated weekly by the Contractor. Progress payments will be withheld if during monthly checks it is found that the Contractor fails to maintain the Conduit Schedule updates.
- F. Electrical & instrumentation, conduit & wire lengths shown on Contract Drawings are approximate. The Contractor is responsible for determining actual lengths for bidding and installation purposes.
- G. The Contractor shall examine the architectural, mechanical, structural and electrical and instrumentation equipment provided under other Sections of this Contract in order to determine the exact routing and final terminations for all conduits and cables. The exact locations and routing of cables and conduits shall be governed by structural conditions, physical interferences, and the physical location of wire terminations on equipment. Conduits shall be stubbed up as near as possible to equipment.
- H. All equipment shall be installed and located so that it can be readily accessed for operation and maintenance. The Engineer reserves the right to require minor changes in location of equipment, without incurring any additional costs.
- I. Provide means to furnish equipment and accessories, do the installation, complete connections, submit documentation, perform start-up, and be responsible for the warranty.
- J. Where conduits are shown as "home runs" on the Contract drawings or stated to be furnished, but not explicitly shown, as part of the scope of work; the Contractor shall provide all fittings, boxes, wiring, etc. as required for completion of the raceway system in compliance with the NEC and the applicable specifications in this Section.
- K. No changes from the Contract drawings or specifications shall be made without written approval of the Engineer. Should there be a need to deviate from the Contract documents, submit written details and reasons for all changes to the Engineer for favorable review.
- L. The resolution of conflicting interpretation of the Contract documents shall be as determined by the Engineer. Conflicts between the Contract drawings and the specifications shall be brought to the attention of the Engineer.
- M. The Contractor shall coordinate with other Suppliers on the project for a complete and operable system.

- N. It is the System Supplier's responsibility for obtaining and instrumentation transmitter configuration software, manuals and electronic files necessary for the Contractor to program and configure the instrumentation transmitters.
- O. The Electrical Contractor shall maintain a separate set of neatly and accurately marked set of Record Documents, consisting of spreadsheets, specifications and full size blue-line Electrical (E-Series) and Instrumentation (I-Series) Contract Drawings. These documents are to be used specifically for recording the as built locations and layout of all electrical and instrumentation equipment, routing of raceways, junction and pull boxes, and other diagram or document changes. These Record documents shall be kept up-to-date during the progress of the job, with all "change orders", submittal modifications, and construction changes shown and stamped with "As-Built" at end of job. These Record documents shall not be used for daily construction use and shall not contain any mark-ups that are unrelated to as-built corrections.
1. The following lists the record documents shall be as-built by Electrical Contractor:
 - a. E-Series Drawings.
 - b. Panelboard schedules.
 - c. Conduit and Wire Routing Schedule.
 - 1) A copy of the Conduit and Wire Routing Schedule and Electrical plans showing conduit routing shall be updated weekly by the Contractor. Progress payments will be withheld if during monthly checks it is found that the Contractor fails to maintain the Conduit Schedule updates.
 - d. Lighting Schedule.
 - e. Duct banks and their routing with offset measurement and indicate changes in depth. Drawing shall be prepared using AutoCAD. Hand drawn or penciled in by hand is not acceptable.
 2. The following lists the record documents that shall be as-built by System Supplier to be maintained by Electrical Contractor:
 - a. I-Series Drawings
 - b. Instrumentation Index.
 3. Record documents shall be kept current weekly with all "change orders", submittal modifications, and construction changes shown. Record Documents shall be subject to the inspection by the Engineer at all times, progress payments or portions thereof may be withheld if Record Documents are not accurate or current.
 4. When documents are changed, they shall be marked with erasable colored pencils using the following coloring scheme:
 - a. Additions - red
 - b. Deletions - green
 - c. Comments - blue
 - d. Dimensions - black
 5. Show the following on the Electrical (E-Series) Record Contract Drawings by dimension from readily obtained base lines:
 - a. Exact location, type and function of electrical and instrumentation equipment and devices.
 - b. Precise routing and locations of underground conduits, pullboxes, junction boxes, and appurtenances that make-up the raceway system.

- c. Show the dimensions, location and routing of electrical work, which will become permanently concealed.
 - d. Show complete routing and sizing of any significant revisions to the systems shown.
6. Prior to acceptance of the work, the Contractor shall deliver to the Engineer one set of record full size drawings neatly marked accurately showing the information required above.

1.06 COORDINATION

- A. The Contractor shall coordinate the electrical work with the other trades, code authorities, utilities, and the Engineer; with due regard to their work, towards promotion of a rapid completion of the project. If any cooperative work must be altered due to lack of proper supervision of such, or failure to make proper provisions, then the Contractor shall bear expense of such changes as necessary to be made in work of others.
- B. Manufacturer's directions and instructions shall be followed in all cases where such is not shown on the Contract Drawings or herein specified.
- C. The Contractor shall schedule a minimum of two (2) mandatory coordination meetings during the initial and submittal phase of the project. The meetings shall be held at the jobsite and include, as a minimum, attendance by the Owner's Resident Engineer, Prime Contractor, Contractor, System Supplier Engineer, and Design Engineer.
 - 1. The first meeting shall be held in advance of the first comprehensive submittal and no later than 21 days after Contract award. The purpose of the meeting shall be for the Contractor and System Supplier to summarize their understanding of the project, discuss any proposed substitutions or alternatives, review the project schedule, explain format of Drawings, and discuss any other topics deemed necessary for project coordination.
 - 2. The second meeting shall be held after the review of the first comprehensive System Supplier submittal has been completed by the Owner. The purpose of the meeting is to discuss comments made on the submittal package, to update the project schedule, and coordinate the testing, training, and installation phases of the project.
- D. The Contractor shall cease work at any particular point, temporarily, and transfer his operations to such portions of work as directed, when in the judgment of the Owner it is necessary to do so.
- E. Prior to commencing construction, the Electrical Contractor shall arrange a conference with the Prime Contractor, System Supplier, Owners, Resident Engineer & Owner as well as all equipment and system suppliers vital to the current phase of work. During the meeting, the equipment and system suppliers shall verify types, sizes, locations, installation requirements, controls and diagrams of all equipment furnished. The equipment and system suppliers shall, in writing, inform the Engineer that all phases of coordination of this equipment have been covered and if there are any unusual conditions, they shall be enumerated at this time.

1.07 SUPERVISION

- A. The Contractor shall schedule all activities, manage all technical aspects of the project, coordinate submittals and drawings, and attend all project meetings associated with this Section.
- B. The Contractor shall supervise all work in this Section, including the electrical system general construction work, from the beginning to completion and final acceptance.
- C. The Contractor shall supervise and coordinate all work in this Section to insure each phase of the project, submittal, delivery, installation, and acceptance testing, etc. is completed within the allowable scheduled time frames.
- D. The Contractor shall be responsible for obtaining, preparing, completing, and furnishing all paper work for this Section; which shall include transmittals, submittals, forms, documents, manuals, instructions, and procedures.

1.08 INSPECTIONS

- A. All work or materials covered by the Contract documents shall be subject to inspection at any and all times by the Owner and Engineer. If any material does not conform to the Contract documents, or does not have a favorably reviewed submittal status; then the Contractor shall, within three days after being notified by the Owner, remove said material from the premises; and if said material has been installed, the entire expense of removing and replacing same, including any cutting and patching that may be necessary, shall be borne by the Contractor.
- B. The Contractor shall give the Owner 10 working days' notice of the dates and time for inspection. Date of inspection shall be as agreed upon by both the Contractor and Owner.
- C. Work shall not be closed in or covered over before inspection and approval by the Engineer. All costs associated with uncovering and making repairs where non-inspected work has been performed shall be borne by the Contractor.
- D. The Contractor shall cooperate with the Engineer and provide assistance at all times for the inspection of the electrical system under this Contract. The Contractor shall remove covers, provide access, operate equipment, and perform other reasonable work which, in the opinion of the Engineer, will be necessary to determine the quality and adequacy of the work.
- E. Before request for final inspection is made, the Contractor shall submit to the Owner in writing, a statement that the Contractor has made his own thorough inspection of the entire project enumerating punch list items not complete and that the installation and testing is complete and in conformance with the requirements of this Division.
- F. The Owner may arrange for a facility inspection by Cal-OSHA Consultation Service at any time. The Contractor shall make the necessary corrections to bring all work in conformance with Cal-OSHA requirements, all at no additional cost to the Owner.
- G. Contractor will be Responsible for any Additional Cost for Overtime, Weekend Overtime or Differential Time, Expenses for Inspection of Defective Work that has to be reinspected.

1.09 JOB CONDITIONS

- A. The Contractor shall make all arrangements and pay the costs thereof for temporary services required during construction of the project, such as temporary electrical power and telephone service. Upon completion of the project, remove all temporary services, equipment, material and wiring from the site as the property of the Contractor.
- B. The Contractor shall provide adequate protection for all equipment and materials during shipment, storage and construction. Equipment and materials shall be completely covered with two layers of plastic and set on cribbing six inches above grade so that they are protected from weather, wind, dust, water, or construction operations. Equipment shall not be stored outdoors without the approval of the Engineer. Where equipment is stored or installed in moist areas, such as unheated buildings, etc., provide an acceptable means to prevent moisture damage, such as a uniformly distributed heat source to prevent condensation.
- C. The elevation of the project sites are shown on Contract Civil Drawings. All equipment shall be de-rated, as recommended by the Manufacturer or in accordance with ANSI C37.30.
- D. The normal outdoor, not in direct sunlight, ambient temperature range of the job site will vary between 0 to 120 degrees Fahrenheit. All equipment shall be rated to operate in these temperature ranges or provisions for adequate heating and cooling shall be installed, at no additional cost to Owner.
- E. Contractor & Subcontractors shall utilize temporary services during construction of the project. No Contractors shall utilize Owner power, receptacles, etc. during construction.

1.10 SUBMITTAL AND DRAWING REQUIREMENTS

- A. Six (6) copies of electrical submittals shall be submitted for favorable review by the Engineer per this subsection. They shall be complete giving all details of connections, wiring, instruments, enclosures, materials and dimensions. Standard sales literature will not be acceptable.
- B. A copy of the appropriate Division Specification Sections, with addendum updates included, and with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements. Check marks (✓) shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated and, therefore, requested by the Contractor, each deviation shall be underlined and denoted by a unique number in the margin to the right of the identified paragraph. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the Specifications. The submittal shall be accompanied by a detailed, written justification for each numbered item explaining variance or non-compliance with specifications. Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no review.

- C. The electrical submittals shall include, but not be limited to, data sheets and drawings for each product together with the technical bulletin or brochure. The electrical submittals shall include:
1. Product (item) name used herein and on the Contract Drawings.
 2. The manufacturer's model or other designation.
 3. Tag name/number per the drawing, schedules, and indexes.
 4. Index Binder Tab Dividers.
 5. Detail electrical one line, elementary and loop diagrams and interconnection diagrams showing all wiring requirements for each system.
 6. Complete documentation with full description of operation. General sales literature will not be acceptable. The part or model number with options to be provided shall be clearly identified. Where more than one item or catalog number appears on a catalog cut, the specific item(s) or catalog numbers(s) proposed shall be clearly identified.
 7. Location of assembly at which it is installed.
 8. Input-output characteristics.
 9. Range, size, and graduations as required.
 10. Physical size with dimensions and mounting details.
 11. Enclosure fabrication and color.
 12. Enclosure layout and elevation drawings to scale.
 13. Quantity and quality requirements for electric power, air, and/or water supply.
 14. Materials of construction of components.
 15. Nameplate schedule.
 16. Interconnect Diagram.
 17. Failure to provide submittals with heavy duty permanent plastic labeled index tabs may be grounds for immediate rejection without review.
 18. Electronic PDF version of submittals shall follow hard copy format of submittal and shall be "bookmarked" at each index, subtab, copy of appropriate check-marked Specification Section, bill of materials, copy of submittal comments (for resubmittals), Contractor's response to submittal comments (for resubmittals), drawings, etc. Failure to bookmark PDF may be grounds for immediate rejection without review.
 19. Electronic submissions of submittals may be provided for submittals less than 40 pages and without drawings. Submittals equal to or over 40 pages or those that contain drawings shall be provided in a hardcopy format. Hardcopy submittals shall be provided in format as specified herein. The Owner reserves the right to reject submittals that fail to be organized as described herein.
 20. Bill of Materials: A complete Bill of Materials list shall be provided at the inside of the front cover.
 - a. The Contractor shall provide Bill of Material for electrical components formatted as shown in Appendix "A" of this section.
 - b. The System Supplier shall submit a separate set of Bill Materials for the MCC, spare parts and another listing all field equipment.
 - c. Generic names or part numbers used by a distributor or Systems House are not acceptable; originating manufacturer's name and part number shall be listed.

21. A separate instrument data sheet shall be provided for each instrument per ISA S20 standards or approved equal. Data sheets shall be printed on blue or pink paper. Provide an index with proper identification and cross-referencing of each data sheet.
 22. Submit electronic copies of all submitted drawing in AutoCAD format.
 23. For each resubmittal, provide a copy of submittal comments and a separate letter, on Company letterhead, identifying how each submittal comment has been addressed in the resubmittal.
- D. All Drawings shall be drawn using AutoCAD, drawn in a professional manner and submitted on 11" x 17" sheets. Shop Drawings shall be provided with minimum drafting details, as illustrated on the Contract "electrical" series drawings. Diagrams shall carry a uniform and coordinated set of wire colors, wire numbers, and terminal block numbers. The shop Drawings shall include:
1. Electrical one-line diagrams detailing all devices associated with the power distribution system. The following applicable information or data shall be shown on the one-line diagram: location, size and amperage rating of bus; size and amperage rating of wire or cable; breaker ratings, number of poles, and frame sizes; generator receptacle; manual transfer switch, utility metering, voltage, amperage, number of wires and phases; fault interrupt ratings; ground size and connections; neutral size and connections; power fail and other protective devices; fuse size and type; distribution transformer; panelboard; starters; contactor size and overload range; motor full load amperage of submitted motor and horsepower; rating for miscellaneous loads; etc. Submit a list for each piece of equipment containing the motor voltage, phase and full load amps with one-lines for verification of accuracy of submitted one line drawings.
 2. Elementary diagrams shall be provided for all relay logic, power supplies, PLC I/O and other wiring. All elementary diagrams shall be drawn in EMP/EGP format and standards similar to those shown on the E-series elementary diagrams showing ladder rung numbers and coil & contact cross referencing numbers.
 3. Analog and digital I/O loop diagrams shall be provided showing the wiring requirements for each instrument loop. Graphic symbols shall conform with ISA S5.4 drawing standards. A loop diagram shall be furnished for each analog and digital I/O process and all PLC I/O cards. Loop diagrams shall include the following as a minimum:
 - a. The loop diagram shall be drawn with sufficient detail to express control philosophy. The diagram shall show all components and accessories of the instrument loop, highlighting special safety and other requirements. These diagrams shall be arranged to emphasize device elements and their functions as an aid to understanding the operation of a system and for maintaining or troubleshooting that system.
 - b. A separate drawing shall be prepared for each analog and digital card. Each card shall be arranged on the diagram in the same order as the physical arrangement of the card terminations. All termination points on the diagram shall be shown with the actual equipment identification, device and relay terminal number or letter, and I/O point P&ID English descriptor and tag name. A separate drawing shall be prepared for each card.

- c. Energy sources - electrical power, air supply, pneumatic and hydraulic fluid supply, designating voltage, current, pressure, etc. shall be shown in detail on the diagram. Input and output signals (e.g., 1-5 VDC, 4-20 mA DC, 3-15 psig, etc.), power and instrument supplies to devices (e.g. 120 VAC, 24 VDC, 80 psig, etc.) shall be shown.
- d. Engineering units shall be shown on the diagram. Each wire label, equipment identification terminal number or letter and color code shall be shown. Signal and DC polarities shall be shown.
- e. All spare wires, cables and termination points shall be shown. All jumpers, grounding, shielding, power supply details shall be shown.
- 4. Enclosure and Elevation layout diagrams for MCC/Electrical Panels/Pedestal; show all front panel, sidepan and backpan devices drawn to scale. Show fabrication methods and details; including material of construction, paint color, support & latching mechanisms, fans & ventilation system, and conduit entrance areas.
- 5. Interconnection Diagram - An interconnection diagram shall be furnished for each electrical and instrumentation system. Each interconnection diagram shall include the following as a minimum:
 - a. Interconnect drawings shall be prepared for all equipment by the System Supplier.
 - b. The diagrams shall be utilized by the electrician during all phases of installation and connection of all conductors to ensure coordination of equipment interconnect.
 - c. The diagrams shall show wiring as field labeled at the end of the project when as-builts are submitted.
 - d. Each wire labeling code as actually installed shall be shown. The wiring labeling code for each end of the same wire must be identical.
 - e. All device and equipment labeling codes shall be shown.
 - f. Interconnections shall be shown point to point with identified lines. Diagrams of the wireless or wire schedule type are not acceptable. Bundled wires shall be shown as a single line with the direction of entry/exit of individual wires clearly shown. Interconnect diagrams shall not be combined with loop or elementary diagrams.
 - g. All terminations points on the diagram shall be shown with the actual equipment identification terminal number or letter. This identification of terminations includes terminal blocks, junction boxes, all devices, computer I/O points, etc.
 - h. Diagrams shall include raceway numbers, raceway size, cable numbers, wire color code, and wire numbers.
 - i. Each wire and cable size and color code shall be shown. Each conduit route with the conduit label and conduit size shall be shown. Wire and cable routing through conduits, wireways, manholes, handholes, junction boxes, terminal boxes and other electrical enclosures shall be shown with the appropriate equipment labels. All spare wires, cable, and termination points shall be shown. Cable shields shall be shown.
 - j. Labeling codes for terminal blocks, terminals, wires, cables, panels, cabinets, instruments, devices, and equipment shall be shown.
 - k. Schematic symbols shall be used for field devices, showing electrical contacts. Signal and DC circuit polarities shall be shown.

- l. The diagrams shall show all other Contract and supplier drawing numbers, for reference, that are associated with each device that is interconnected.
- m. Attached to each interconnect, a copy of all the support documents used in preparing interconnects shall be submitted. This includes current issues of panel schematics, elementary diagrams, panelboard schedules, conduit schedules, one-line diagrams, connection diagrams, terminal block diagrams, submittals, contract drawings, vendor drawings and all other data used to develop the interconnection diagram as noted in the "Reference Documents" corner of interconnect drawings.
- n. Interconnects shall include list of all applicable reference drawings, request for clarifications, field instructions and change orders. All deletions and additions of equipment, conduits, wire, and cables shall be clearly shown. Clearly state why termination data is not available. Statements should point to applicable area and be placed in a bold box.
- o. Field wiring shall not start before the interconnection drawings have been submitted by the Contractor and approved by the Owner.
- p. Do not show the same wires or jumpers on the elementary or loop and interconnection diagrams. All jumper, shielding and grounding termination details not shown on the connection diagrams shall be shown on the interconnection diagrams.
- q. Interconnection diagrams shall be submitted and approved by the Owner for each electrical and instrumentation system. The Contractor shall not pull in any wires into conduits that do not have approved interconnects. If the Contractor pulls in wire without Owner approval of associated interconnect drawings, the Contractor will not be reimbursed for labor for re-pulling in wires even if there was an error in wire fill or sizing. Also, if the Contractor pulls in wire without Owner approval of associated interconnect drawings, then all progress payments for that particular area of work will be withheld until approved interconnect drawings are in use.
- r. All interconnection diagrams shall be prepared by a System Supplier under the supervision of or by a State of California Registered Electrical Engineer and shall bear that Engineer's professional stamp and signature for all Interconnection Drawings submitted for approval including as-builts and those used in the field installation. Engineer's stamp missing from interconnection drawings will be sufficient grounds to reject entire interconnection drawing submittal without review. All deletions and additions of equipment, wire, and cables shall be clearly shown. Interconnects shall include list of all applicable reference Drawings, request for clarifications, field instructions, and change orders. Failure to provide backup references or signed and stamped drawings may be grounds for immediate rejection.
- s. Example format of Interconnection diagram is shown on Contract "E" Series Drawings or may be obtained from the Engineer.

- t. Interconnection Drawings shall use bundled wire format as shown on example interconnect Contract Drawing. Interconnect drawings submitted with wiring of a single conduit run separated onto multiple interconnect drawings will be rejected without review. A single conduit run with wiring shown on separate interconnect drawings will be allowed only after written approval is given by the Engineer for each conduit run prior to submitting the associated interconnect drawings.
- u. Only field wiring between switchboards, MCCs, Panelboards, Control Panels, and other electrical and instrumentation devices or equipment shall be shown on interconnection drawings. No internal panel wiring shall be shown on interconnect drawings except jumper or other wiring to be installed in field by Electrical Contractor.
- v. Interconnect Drawings along with the corresponding support documents shall be submitted in a separate submittal package. Interconnect drawings submitted with non-interconnect drawing packages will be rejected. The latest support documents shall be obtained by system supplier from Contractor for all non-division 26 instruments, panels, and equipment, and included with interconnect drawing submittal. Support documents shall have their submittal number marked in upper right hand corner.
- w. Provide a notes section on each interconnect drawing. In the note section, provide a detailed list of any variances from the Contract conduit schedule necessary for completing the interconnections (i.e. wire fill changes, conduit additions, etc.). Change orders regarding wire fill, conduit schedule and errors in plans regarding conduits and wires may not be processed until interconnect drawings have been received for such work.
- x. The field electrician shall mark-up all interconnection diagrams during installation to show accurate as-built wiring, conduits runs, terminations, etc. If interconnection drawings are not properly as-built, the Electrical Contractor will have cost deducted from the Contract for the Owner to field verify and prepare as-built interconnection drawings amount. The amount of the deduction shall be determined on a time and material basis. The cost of such work shall be \$120.00 per hour plus expenses.
- y. The system supplier shall be responsible to collect all information necessary to complete each interconnection drawing. This includes making field trips to collect all terminal connection data for new and existing, panels, switchboards, panelboards, instruments, equipment and electrical panels.
- z. An index of drawings shall be provided with each Interconnection submittal listing the unique drawing number and the description of the interconnect drawing (e.g. Drawing 4321-IC1004 Pump 1004 Interconnect Drawing).
- aa. Provide conduit and interconnect drawing cross reference indexes. Interconnect Conduit Index shall list all conduits listed in the Conduit & Wire Routing schedule and its associated Interconnection Drawing number. An Interconnection Drawing Index shall list all Interconnection drawings and the conduits shown on that specific drawing. These two indexes shall be at the front of all interconnection drawing submittals.

6. Submit full size drawing of all nameplates and tags, as specified herein, to be used on project. The Engineer has the right to adjust nameplate engraving titles during submittals at no additional cost to the Owner. Submittal to include the following:
 - a. Dimensions of nameplate.
 - b. Exact lettering and font for each nameplate.
 - c. Color of nameplate.
 - d. Color of lettering.
 - e. Materials of construction.
 - f. Method and materials for attachment.
 - g. Drawing showing location of nameplate on each panel.
 7. Copying contract drawings and providing them as submittals will be considered unresponsive and the submittal will be rejected without review.
- E. Each submittal shall be bound in a three-ring binder, which is sized such that when all material is inserted the binder is not over 3/4 full. Binder construction shall allow easy removal of any page without complete manual disassembly; spiral ring type binders are not acceptable.
1. Each binder shall be appropriately labeled on the outside spine & front cover with the project name, contract number, equipment supplier's name, specification section(s), and major material contained therein.
 2. An index shall be provided at the inside of the front cover. This index shall itemize the contents of each tab and sub tab section. Also list the project name, contract number and equipment supplier's name, address, phone number, and contact person on the index page. Index dividers (tabs) shall be provided to separate each section.
 3. All copies shall be clear and legible. Data sheets shall be provided for each instrument, with an index and proper identification and cross-referencing.
 4. Catalog cuts and drawings shall be submitted for all devices and components in the electrical system.
 5. Field equipment shop documents, panel equipment shop documents, drawings, and bill of materials shall be grouped under separate tabs. Catalog cuts shall be ordered in the same sequence as their corresponding Contract specification subsection.
 6. Failure to provide submittals with heavy duty permanent plastic labeled index tabs may be grounds for immediate rejection without review.
 7. Each drawing title block shall contain the English description name for drawing contents (i.e. Lift Pump No. 1 Interconnect Drawing) and drawing number. All pages and drawings in the submittal shall be numbered sequentially (with no number skipped) in lower right hand corner.
 8. Drawings that are "C" or "D" size shall not be allowed.
- F. Exceptions to the Contract Specifications or Drawings shall be clearly defined by the Equipment Supplier.
1. Data shall contain sufficient details so a proper evaluation may be made by the Engineer. Contractor shall provide separate letter (located in the front of the submittal) detailing specific exceptions to the Contract Specifications or Drawings.
 2. Exceptions that are noted in the marked-up Drawings or Specifications, but not listed on the Exceptions/Clarifications letter, will be considered as non-responsive and not accepted as changes to the Contract Documents.

- G. The Supplier shall coordinate submittals with the work so that project will not be delayed. This coordination shall include scheduling the different categories of submittals, so that one will not be delayed for lack of coordination with another.
- H. No material or equipment shall be allowed at the job site until the submittal for such items has been favorably reviewed by the Engineer and marked "No Exceptions Taken" or "Make Corrections Noted".
- I. The equipment specifications have prepared on the basis of the equipment first named in the Specifications. The Supplier shall note that the second named equipment, if given, is considered acceptable and equal equipment, but in some cases additional design, options, or modifications may be required, at no additional cost, to meet Specifications.
- J. The decision of the Engineer governs what is acceptable as a substitution. If the Engineer considers it necessary, tests to determine equality of the proposed substitution shall be made, at the Supplier's expense, by an unbiased laboratory satisfactory to the Engineer.
- K. Electrical submittals shall be complete giving all details of connections, wiring, instruments, enclosures, materials and dimensions. Standard sales literature will not be acceptable.
- L. Request for information (RFIs) shall not be included in submittals. RFI's shall be submitted separately in its individual submittal number.
- M. Resubmittals shall be provided with a copy of the previous submittal comments and a separate letter, on company letterhead, identifying how each submittal comment has been addressed in the resubmittal.

1.11 CHANGE ORDER PRICING

- A. All change order pricing by Contractor or System Supplier shall be broken out into the following minimum categories:
 - 1. Labor per hour listed per discipline, i.e. Engineer, Drafter, Estimator, Programmer, Secretarial, etc.
 - 2. Materials and equipment itemized per component and quantity.
 - 3. Rentals, travel, per Diem, etc.
 - 4. Tax
 - 5. Shipping
 - 6. Overhead and profit
- B. Lump sum change order pricing is not acceptable.
- C. If Contractor or System Supplier refuses to provide a change order with broken out pricing, the Engineer reserves the right to obtain independent estimates from other Contractors or System Suppliers. The Contractor or System Supplier who refused to provide the change order with broken out pricing, will be charged for the preparation of the independent estimates.

PART 2 - PRODUCTS

2.01 QUALITY

- A. It is the intent of the Contract specifications and drawings to secure the highest quality in all materials and equipment in order to facilitate operation and maintenance of the facility. All equipment and materials shall be new and the products of reputable suppliers having adequate experience in the manufacture of these particular items. For uniformity, only one manufacturer will be accepted for each type of product.
- B. All equipment shall be designed for the service intended and shall be of rugged construction, of ample strength for all stresses which may occur during fabrication, transportation, erection, and continuous or intermittent operation. All equipment shall be adequately stayed and braced and anchored and shall be installed in a neat and workmanlike manner. Appearance and safety, as well as utility, shall be given consideration in the design of details. All components and devices installed shall be standard items of industrial grade, unless otherwise noted, and shall be of sturdy and durable construction suitable for long, trouble free service. Light duty, fragile and competitive grade devices of doubtful durability shall not be used.
- C. Products that are specified by manufacturer, trade name or catalog number established a standard of quality and do not prohibit the use of equal products of other manufacturers when a listing "or approved equal" is given provided they are favorably reviewed by the Engineer prior to installation.
- D. Underwriters Laboratories (UL) listing is required for all substituted equipment when such a listing is available for the first named equipment.
- E. When required by the Contract specifications or requested by the Engineer, the Contractor shall submit equipment or material samples for test or evaluation. The samples shall be furnished with information as to their source and prepared in such quantities and sizes as may be required for proper examination and tests, with all freight and charges prepaid. All samples shall be submitted before shipment of the equipment or material to the job site and in ample time to permit the making of proper tests, analyses, examinations, rejections, and resubmissions before incorporated into the work.
- F. All equipment shall be designed and constructed so that in the event of a power interruption, the equipment specified hereunder shall resume normal operation without manual resetting or operator interaction when power is restored.
- G. Signal transmission from remote or field electric and electronic devices shall be 4-20 mA, sourced by a 24 VDC loop supply from the panel that is to receive the signal. Nonstandard transmission methods such as impulse duration, pulse rate, and voltage regulated will not be permitted except where specifically noted.
- H. Outputs of equipment that are not of the standard signals as outlined, shall have the output immediately raised and/or converted to compatible standard signals for remote transmission.
- I. It is the System Supplier's responsibility to visit jobsite to collect and document existing conditions and equipment device part numbers in order for all similar called out new equipment to match existing.

2.02 NAMEPLATES & TAGS

- A. Equipment exterior nameplates - Nameplate material shall be rigid laminated black phenolic with beveled edges and white lettering; except for caution, warning, and danger nameplates the color shall be red with white lettering. The size of the nameplate shall be as shown on the drawings. No letters are allowed smaller than 3/16". All phenolic nameplates located outdoors shall be UV resistant. Securely fasten nameplates in place using two stainless steel screws if the nameplate is not an integral part of the device. Epoxy cement or glued on nameplates will not be acceptable. Engrave the nameplates with the inscriptions as approved by the Engineer in the submittal.
1. For each major piece of electrical equipment provide a manufacturer's nameplate showing the Contract specified name and number designation, the manufacturer's name, model designation, part number, serial number, and pertinent ratings such as voltage, amperage, # of phases, range, U.L listing, etc.
 2. For each device with a specific identity (pushbutton, indicator, instrument, etc.) mounted on the exterior or deadfront of a piece of equipment provide a nameplate with the inscription as shown in the Contract documents. Where no inscription is indicated in the Contract documents, furnish nameplates with an appropriate inscription providing the name and number of device.
 3. For all receptacles and switches (including devices located on Switchboard or MCC, provide a faceplate engraved or stamped with the panelboard and circuit number it is fed from. Also, include on faceplate or on a separate nameplate for each light switch identification use such as "OUTSIDE BUILDING LIGHTS", "PERIMETER LIGHTS", "MCC ROOM", etc.
 4. All field instruments and devices shall be labeled with designation shown on P&ID diagrams.
 5. All transformers and panelboards shall have nameplates with 1/2" high letters and be engraved with designations as shown on one-line Drawings.
 6. All safety and disconnect switches shall have nameplates with 1/2" high letters and be engraved with designations as shown on one-line drawings
 7. Service entrance equipment shall have engraved nameplate with 1/2" letters (red with white lettering) indicating type and location of standby generator per NEC 702.7 (A).
 8. Service entrance equipment shall have engraved nameplate for generator grounding per NEC 702.7(B)
 9. Generator receptacles and generator lug panels shall have engraved nameplate with 1/2" letters (red with white lettering) per NEC 702.7.(C)
 10. All subpanels shall be identified with an engraved phenolic label of the power source location feeding it (i.e. MCC-100, Panelboard LP-1, etc.)
 11. Specific equipment fed from more than one feeder shall be properly identified ("Fed from Pedestal and the standby generator")

- B. Equipment Interior Nameplates - Nameplate material shall be clear plastic with black machine printed lettering as produced by a KROY or similar machine; except caution, warning, and danger nameplates shall have red lettering.
 - 1. The size of the nameplate tape shall be no smaller than 2" in height with 3/8" lettering unless otherwise approved by the Engineer. Securely fasten nameplates in place on a clean surface using the adhesion of the tape. Add additional clear glue to hold the nameplate securely in place when necessary. Nameplates shall not be attached to wireways or gutters.
 - 2. For each device with a specific identity (relay, module, power supply, fuse, terminal block, etc.) mounted in the interior of a piece of equipment provide a nameplate with the inscription as shown in the Contract documents.
 - 3. Where no inscription is indicated in the Contract documents, furnish nameplates with an appropriate inscription providing the name and number of device used on the submittal drawings. Stamp the nameplates with the inscriptions as approved by the Engineer in the submittal. Nameplates shall not be attached to wireway covers or to removable devices.
 - 4. For all receptacles and switches (including devices located in Control Panel, provide a faceplate printed with the panelboard and circuit number it is fed from.
- C. Equipment Tags - When there is no space or it is impractical to attach an engraved phenolic nameplate with screws, as is the case with most field devices and instruments, the Contractor shall attach a tag to the equipment with the same inscriptions as specified above in paragraph A. The tag shall be made from stainless steel material and the size of the nameplate shall be no smaller than 3/8"h x 2"w with 3/16" machine printed or engraved lettering unless otherwise approved by the Engineer. The tag shall be attached to the equipment with stainless steel wire of the type normally used for this purpose. SST wire shall be crimp connected. Twisting ends together is not acceptable.
- D. Service Equipment Label: Per NEC 110.24 (A) Service equipment shall be legibly marked in field with the maximum available fault current. Field marking shall include date the fault current calculation was performed and be weather & UV rated. Service equipment shall not be hand labeled.
- E. Engrave or machine-print the tags with inscriptions as approved by the Engineer in the nameplate submittal.
- F. Provide temporary labels for all instruments and devices immediately when installed. Temporary labels shall be provided with 1/2" letters minimum and labeled with P&ID tag number.

2.03 COMPONENTS

A. Fuses

- 1. Fuses used in circuits 200 VAC and above shall be time- delay type FNQ or approved equal, 13/32" x 1-1/2", and have an interrupting rating of 10,000 AIC at 500 VAC. Fuse holders shall be of the barrier type and rated 600 VAC.
- 2. Fuses used in 120 VAC shall be time-delay type MDL or approved equal, 1/4" x 1-1/4", and have a rating of 250 VAC. Fuse-holders shall be of the terminal block type.

3. Fuses used in signal and 24 VDC circuits shall be fast acting type ABC or approved equal, 1/4" x 1-1/4", and have a rating of 250 VAC. Fuse-holders shall be of the terminal block type.
4. Fuses shall be sized in conformance with the NEC.

B. Switches and Pushbuttons

1. Switches (HS) and pushbuttons (HC) for general purpose applications shall be water and oil tight as defined by NEMA 13, corrosion resistant as defined by NEMA ICS 6-110.58, U.L. listed, standard 30 mm diameter, with round plastic clamp ring. Switches shall be Allen-Bradley 800H, to match existing.
2. Switches and pushbuttons shall have contacts rated 10 amperes continuous and 600 VAC.
3. Manufacturer's standard size legend plates shall be provided and engraved to specify each switch and pushbutton function. The legend plate color shall be black.
4. Selector switch handles and pushbutton caps shall be black.
5. Selector switches for hand-off-auto (HOA) applications shall have the hand position to the left, off in center, and auto in the right position.
6. Selector switches for hand-off-auto-local (HOAL) applications shall have the hand position to the left, off in center, auto in the right position and local in the far right position.

C. Relays and Timers

1. General: Relays and timers shall be provided with N.O. or N.C. contacts as shown on the Contract drawings. All spare contacts shown shall be provided. Contacts shall be rated 10 amps minimum at 120 VAC, 60 Hz unless otherwise stated. Supply power or coil voltage shall be 120 VAC unless shown otherwise on the Contract drawings. Relays and timers shall be designed for continuous duty. All relays shall be U.L. listed. Sockets and terminals shall be finger safe for circuit 50VAC and above. The following is a summary of abbreviations associated with relays and timers:
CR - Control relay
PFR - Power Fail Relay
TR - Timing relay
TDOE - Time delay on energization
TDOD - Time delay on de-energization
2. Control relays (CR) shall be plug-in type with indicating lights and clear see-through sealed or enclosed housing to exclude dust. Sockets for plug-in relays shall be standard industrial type octal 8 or 11 pin with barrier pressure screw terminals. Provide IDEC Type RR, Potter and Brumfield KU, or approved equal. Two form-C contacts (minimum) shall be provided on each relay.
3. The power fail relay (PFR) shall continuously monitor the three phases for power loss, low voltage, phase loss, and phase reversal. The power fail monitor shall have a drop-out voltage adjustment and status indicating LEDs. Power fail monitor shall be Time Mark 2652, to match Owner standard unit. All parameters shall be recorded on data sheets.

4. Time delay relays (TR) shall be solid state plug-in relays with a timer adjustable over the range 1 second to 3 minutes unless other ranges are indicated or required. Provide LED timer energized indicator lamp. Sockets for plug-in timers shall be standard industrial-type octal 8- or 11-pin, with barriered pressure screw terminals. Time delay relays shall be IDEC RTE, SSAC TD, or approved equal.

D. Indicating Lights

1. Indicating Lights for general purpose applications shall be water and oil tight as defined by NEMA 13, corrosion resistant as defined by NEMA ICS 6-110.58, U.L. listed, High intensity multi-chip LEDs, full voltage (unless shown otherwise), standard 30 mm diameter, with round plastic lens and miniature bayonet lamp base. Indication lights shall be Allen-Bradley 800H to match existing.
2. Manufacturer's standard size legend plates shall be provided and engraved to specify each light's function. The legend plate color shall be black.
3. Indicating lights designated "PTT" shall be provided with a push-to-test switch and wiring.
4. Indicating light type and color of lens shall be as shown on the Drawings or specified in the Contract documents. Lamp color will be as follows:
 - a. Open/On Green
 - b. Closed/Off Red
 - c. Alarm Amber
 - d. Power On White

E. Circuit Breakers

1. Circuit breakers shall be of the indicating type, providing ON, OFF and TRIPPED positions of the operating handle. Circuit breakers shall be quick-make, quick-break, with a thermal-magnetic (TM) action, except when protecting motor feeders where motor circuit protector (MCP) breakers with adjustable magnetic trip shall be used. Circuit breakers feeding Soft Starters or VFDs shall have true adjustable Long, Short and Instantaneous trip units. Circuit breakers shall be the bolted on type. The use of tandem or dual circuit breakers in a normal single-pole space to provide the number of poles or spaces specified are not acceptable. All multiple-pole circuit breakers shall be designed so that an overload on one pole automatically causes all poles to open. Circuit breakers and motor circuit protectors shall be manufactured by Eaton, G.E., ITE, or approved equal.
2. Each 480 volt or 240V circuit breaker shall have a minimum interrupting capacity of 42,000 amperes. Each 120 volt breaker shall be rated for a minimum 10,000 amperes interrupting capacity. Breakers shall be sized as shown on Drawings and as necessary for the supplied equipment.
3. Fused disconnects shall not be used in place of breakers.
4. All breakers shall be supplied with the correct sized copper only lugs for wire sizes as listed in "Conduit & Wire Routing Schedule". Provide larger frame breaker or lug adapters as necessary when connecting to the listed oversized wire.

F. Elapsed Time Meters

1. Elapsed time meters (ETM) for general use shall be nonresettable with 0.0 to 99,999.9 hour readout, permanently lubricated synchronous motor drive, nominal 2-1/2" circular two-hole surface mount housing, screw terminals, and rated at 120 VAC, at 60 Hz. Elapsed time meters shall be Cramer 635, Stemco-Engler Series 210, or approved equal.

G. Terminal Blocks

1. Control Panel Terminal Blocks
 - a. Terminal blocks to be clamp type, 6mm spacing, 600 volt, minimum rating of 30 amps, and mounted on DIN rail, Entrelec M4/6 colored. DIN rail shall be same type as used for the relays. Install an extra DIN rail on each type of terminal strip with 4 terminals for future additions.
 - b. Provide terminal blocks with "follower" plates which compress the wires and have wire guide tangs for ease of maintenance. Terminal blocks which compress the wires with direct screw compression are unacceptable. All power, control and instrument wires entering and leaving a compartment shall terminate on terminal blocks with wire numbers on terminals and on both ends of the wires.
 - c. Terminal Tags and Markers: Each terminal strip shall have a unique identifying alphanumeric code at one end (i.e.: TB1, TB2, etc.) and plastic marking strip running the entire length with a unique number for each terminal. On each terminal strip, terminal numbers shall be assigned starting with #1 at one end, incrementing in alphanumeric order (i.e.: 1,2,3,4....). Numbers shall be assigned to all blocks except grounding blocks. Fuse blocks shall be assigned unique tag numbers such as FU1, FU2. No two fuses shall be assigned the same tag number.
 - d. Plastic marking tabs shall be provided to label each terminal block. These marking tabs shall have a unique number/letter for each terminal which is identical to the "elementary" and "loop" diagram wire designation. Numbers on these marking strip shall be machine printed and 1/8 inch high minimum. No hand written labels will be accepted.
 - e. Terminal blocks shall be physically separated into groups by the level of signal and voltage served. Power and control wiring above 100 volts shall have a separate group of terminal blocks from terminal blocks for wiring below 100 volts, intermixing of these two types of wiring on the same group of terminal blocks is not allowed.
 - f. Provide a ground terminal or connection point for each grounding conductor.
 - g. Provide a separate common or neutral terminal for every two (maximum) inputs and/or outputs.
 - h. Terminal blocks shall be finger safe for circuit 50VAC and above.

H. VFD

1. General:
 - a. The variable frequency drive (VFD) motor controller shall convert 460 Volt, three-phase, 60 Hertz utility power to an adjustable voltage (0-460V) and frequency (0-60 Hz.) three-phase, AC power for stepless motor speed control with a capacity of 10:1 speed range.

- b. The VFD shall be a space vector sine-coded Pulse-Width Modulated (PWM) design. Modulation methods which incorporate gear-changing techniques are not acceptable.
 - c. The VFDs shall be suitable for use with any standard NEMA-B squirrel-cage induction motor(s) having a 1.15 Service Factor with a load rating within the capacity of the VFD.
 - d. A harmonic analysis shall be performed assuming a power system short circuit ratio of 10 with all VFDs operating at maximum speed and maximum load. Compliance shall be verified by the VFD manufacturer with field measurements of harmonic distortion differences at point of common coupling at VFD breaker disconnect with and without VFDs operating. Short circuit current (Isc) utilized for harmonic analysis calculations shall be defined as:

$$Isc = 10 * (\text{Sum of Total Full Load Amps of All VFDs})$$
 - e. The variable frequency control shall include transient voltage suppression.
 - f. The VFD shall provide 95% power factor between 30-100% speed ranges without external power factor correction capacitors.
 - g. The total drive system efficiency, including transformer and VFD, shall be 97% efficiency or greater at 100% speed and 100% load and not less than 95% efficient at 80% speed and 50% load. Active or Tuned harmonic filters are not acceptable.
 - h. VFD shall be installed inside existing MCC section. Larger VFD units will be accepted only if a revised building floor plan showing layout of VFD units drawn to scale with revised conduit routing shown is submitted by Contractor for approval by the Owner prior to VFD fabrication.
 - i. Acceptable VFD Manufacturers for this Contract are as follows: Allen-Bradley Power Flex 755T, to match Owner Standard. Provide line / load line reactors as shown on Contract Drawings. Each VFD shall be supplied with wiring shown on Contract Drawings.
2. Basic Features: Each VFD controller shall have the following basic features:
- a. The VFD shall be software programmable to provide automatic restart after any individual trip condition resulting from either under-voltage or over-temperature. For safety, the drive shall shut down and require manual reset and restart if the automatic reset/restart function is not successful within a maximum of three attempts within a short time period.
 - b. A speed drop feature shall be included which reduces the speed of the drive on transient overloads. The drive is to return to set speed after transient is removed. If the acceleration or deceleration rates are too rapid for the moment of inertia of the load, the drive is to automatically compensate to prevent drive trip.
 - c. Automatic restart after utility failure.
 - d. A speed profile feature that includes individual adjustable settings for start, stop, entry, slope, and minimum and maximum speed points.
 - e. Speed of drive to vary directly with the 4-20 mA input signal from PLC when drive is in auto mode.

- f. A critical speed avoidance circuit will be included for selection of two critical speeds with a rejection band centered on that speed. The drive will ignore any speed signals requiring drive operation within the rejection band.
 - g. VFD parameter set-up with menu driven selection and programming via door-mounted keypad and display unit.
 - h. The VFD shall be able to determine the motor speed and resume control of a motor which is spinning in either direction without tripping.
 - i. Provide ambient compensated thermal overload relays, with auxiliary contact for alarm, for inverse time overload on constant speed bypass; and electronic over-current trip, with auxiliary contact for alarm, for instantaneous and inverse time overload on VFD.
 - j. Copper lugs shall be provided for wire sizes listed in the Conduit and Wire Routing Schedule.
3. Control Functions:
- a. Each VFD controller shall be microprocessor based configured restart on power fail without a manual reset.
 - b. All VFD programmable parameters shall be adjustable from a NEMA 4 rated digital operator keypad located on the front door of the VFD. Programmable parameters shall include:
 - 1) Maximum and minimum operating frequency limits.
 - 2) Acceleration and deceleration times.
 - 3) V/Hz, and critical frequency avoidance lockout.
 - 4) Electronic overload and torque limits.
 - 5) Multiple attempt restart.
 - 6) Jog, thread and preset speeds.
 - 7) Keypad lockout and factory default overrides.
 - 8) Maximum and minimum input line voltage limits.
 - c. The VFD shall be additionally equipped with a digital operator station display and keypad mounted on the enclosure front door. Control operator devices and indication lights shall include, but not limited to, the following:
 - 1) Analog speed control.
 - 2) Hand-Off-Auto (HOA) control selector switch.
 - 3) Manual single turn speed potentiometer.
 - 4) Start and stop single function keys from keypad
 - 5) LED status lights for HOA positions.
 - 6) LED status lights for VFD run, fault, and alarm.
 - 7) Power on indicator.
 - 8) VFD fault indicator.
4. System Interfaces: Each VFD controller shall have the following system interfaces:
- a. Ethernet/IP communication ports for connection to local PLC and front panel Ethernet port.
 - b. Top of operator interface, pilot devices, keypads, etc. to be maximum 66" above finished floor. Cubicles with switch disconnects shall be mounted no higher than 60" above finished floor.
5. Monitoring And Displays: Each VFD controller shall have an external NEMA 4 door mounted digital operator station display with keypad for monitoring and control of the following functions and parameters:
- a. Input current (3 phases).

- b. Input voltage (3 phases).
 - c. Output current (3 phases).
 - d. Output voltage (3 phases).
 - e. Output frequency and % speed.
 - f. Kilowatts.
 - g. Drive temperature.
 - h. Time and date.
 - i. Elapsed time meter.
 - j. Motor rpm.
 - k. Ten (10) most recent trips.
 - l. VFD setup registers.
6. Protection Functions: The VFD shall include a diagnostic system that will detect and indicate any VFD malfunction that will affect system performance. Each VFD controller shall have the following protection functions:
- a. Input circuit breakers interlocked and pad-lockable.
 - b. Speed compensated electronic motor overload current.
 - c. Under-voltage protection.
 - d. VFD over-frequency protection.
 - e. VFD over-temperature protection.
 - f. VFD Ground Fault protection.
 - g. DC bus over-voltage protection.
 - h. Inrush current limit protection (adjustable from 50 to 110%).
 - i. Input and output phase loss protection.
 - j. Able to withstand output line-to-line and line-to-ground short circuits without component failure.
 - k. Surge protection from AC line transients.
 - l. The VFD shall incorporate stall prevent techniques adjusting output volts and frequency to avoid overload conditions during acceleration, deceleration and continuous operation. In addition, the VFD shall have the ability to start into a motor that is spinning, in either direction, and resume normal operation upon auto-restart of the drive.
 - m. Motor over-voltage protection.
 - n. Power semi-conductor device over-temperature and over-current protection.
 - o. Input line noise suppression to prevent noise intrusion.
 - p. Provide drive shutdown on the following:
 - 1) Loss of input power (up to 5 auto restart attempts before lockout).
 - 2) Under-voltage.
 - 3) Overload.
 - 4) Line-to-line or line-to-ground faults.
 - 5) Power semi-conductor over-temperature.
 - 6) Blown fuse.
 - 7) Logic power supply failure.
 - 8) Ground fault.
 - 9) DC bus over-voltage.
 - 10) Incoming AC line over-voltage. The limits/tolerance of the over-voltage that will cause a shut-down of the VFD shall be adjustable from the keypad (interlock from other equipment).

2.04 MOTOR CONTROL CENTER

- A. Modify existing MCC as required for the new VFDs.

2.05 CONTROL PANEL

- A. Control panel shall consist of the PLC system, operator interface, power supply, enclosure, and other devices for a complete and operational system. No equal are allowed for PLC and OI components.
 - 1. Programmable Logic Controller (PLC) to be Modicon provided with number of cards as shown on Contract drawings:
 - a. Re-use existing I/O cards as required.
 - b. All wiring from the control unit terminals shall be wired to interface terminal blocks, including all spares. Direct field wiring to PLC I/O cards and other control panel devices is not allowed.
 - 2. SCADA Modifications will include the following (by Roseville):
 - a. Local / Auto Status for new VFD pumps on SCADA
 - b. Speed Status for new VFD pumps on SCADA
 - c. Voltage, Current and power for new VFD pumps on SCADA
 - d. Fail Status and valve position for new motorized valves on SCADA
 - 3. Devices:
 - a. Lights, switches, pushbuttons, terminal blocks etc. to match those specified under Devices subsection.
 - b. Connection between Ethernet Port and Ethernet hub shall be made with Cat 6 patch cable. Patch cable shall be 4 pair stranded PVC cable with HI-FLEX conductors. Length shall be 5 feet minimum. Color of cable shall be red.
 - c. Ethernet patch cables shall be labeled with primary devices it is connected to (i.e. "PLC", "OI", Pump 1 Soft Starter, etc.).
 - d. Ethernet cables from outside Control Panel shall land on surface mounted Ethernet jacks, Panduit, Leviton or approved equal. Provide patch cable between surface mounted Ethernet jack and Ethernet switch.

2.06 WIRE

- A. This section applies to all wires or conductors used internal (non-field) for all electrical equipment or external for field wiring. Wire quantity and size shall be per "Conduit & Wire Routing Schedule".
- B. Material - Wire shall be new, plainly marked with UL label, gauge, voltage, type of insulation, and manufacturer's name. All wire shall conform to the following:
 - 1. Conductors shall be copper, with a minimum of 98% conductivity.
 - 2. Wire shall be Class B stranded.
 - 3. Insulation of all conductors and cables shall be rated 600 volt.
 - 4. Insulation type for conductors smaller than #6 AWG shall be moisture and heat resistant thermoplastic NEC Type THHN/THWN, rated 90 °C in dry locations and 75 °C in wet locations, or approved equal. Conductors #6 AWG and larger shall be XHHW insulation rated 90 °C in dry locations and 75 °C in wet locations.

5. Field wire minimum AWG sizes:
 - a. #12 for wires used for individual conductor circuits 100 volt and above, except for Control Wire which may be #14AWG when listed in the Conduit and Wire Routing Schedule.
 - b. #14 for wires used for individual conductor circuits below 100 volt.
 6. Non-field or equipment wire minimum AWG sizes:
 - a. #16 for wires used for individual conductor circuits 100 volt and above.
 - b. #18 for wires used for individual conductor circuits below 100 volt.
 7. Instrument wiring:
 - a. Field: Instrument cables shall have 600V tray/UV rated cable rated insulation and 100% individual shielded twisted pair #16 AWG conductors with drain wire.
 - b. Non-Field (inside enclosures): Instrument cables shall have 600V rated insulation and 100% individual shielded twisted pair #18 AWG conductors with drain wire.
 - c. Single twisted shielded pair (T.S.PR.) cables shall be Belden or approved equal.
 8. Special purpose wiring:
 - a. Manufacturer Supplied Cables (MNFR CBL): Cables and wiring for special systems shall be provided by the manufacturer with the equipment and installed per the manufacturer's recommendations.
 - b. CAT 6 communication cable in underground (UG) conduit shall meet the following requirements:
 - 1) TIA/EIA-568-B Category 6 Specifications.
 - 2) #24 AWG solid bare copper conductor, 4 or 25 pair shielded twisted pair per "Conduit & Wire Routing Schedule".
 - 3) Rated for direct burial application.
 - 4) Insulation: Solid Polyolefin.
 - 5) Filling compound: 80°C extended thermoplastic rubber.
 - 6) Outer Jacket: Black, water and UV resistant polyethylene.
 - 7) Electrically continuous aluminum shield.
 - 8) CAT 6 communication cable shall be plenum rated, Pull-Pac II, blue jacket, General Cable GenSpeed 6000 or approved equal.
- C. Color Code - Color code of all wire shall be per City's Process Control System Standards.
1. High leg of open delta shall be colored orange per NEC 110.15.
 2. All wires #8 and below shall have wire insulation the color specified. Wires #6 and larger may be black with color tape.
 3. No other colors shall be used without prior approval of the Owner.
 4. The same color shall be connected to the same phase throughout the panel.
 5. All wires shall be properly fused or protected by a breaker at the amperage rating allowed by the NEC.
 6. Neutral wires used for AC Control shall be White per NEC.
- D. Wire identification
1. Wire tags:
 - a. Tags relying on adhesives or taped-on markers are not acceptable for conductor and cable tags.

- b. Provide tags for individual wires, at termination ends, for wires 1/0 and smaller. Tags shall be white heat-shrink with thermal transfer printing, 3 to 1 shrink ratio, 2 inches long and meet UL 224. Acceptable products: Raychem Tyco Shrink Mark Heat Shrinkable Sleeves, or equal.
 - c. Provide tags for conductors and cables in non-corrosive environments with legible permanent sleeve of white heat-shrink polyolefin with thermal transfer black marking. Install markers with black nylon-tie wraps. Acceptable products: Raychem Tyco Shrink Mark CM Cable Marker, or equal.
 - d. Wire and cable inscriptions shall be origination/destination format per City's Process Control System Standards.
2. Electrical Tape
- a. Electrical tape shall be premium grade, not less than 7 mils thick, rated for 90 degrees C minimum, flame-retardant, weather resistant, and available in suitable colors for color coding. The tape shall be resistant to abrasion, ultraviolet rays, moisture, alkalis, solvents, acids, and suitable for indoor and weather-protected outdoor use. The tape shall be suitable for use with PVC and polyethylene jacketed cables and shall meet or exceed the requirements of UL 510.
 - b. Acceptable Products: 3M 35 Scotch Vinyl Electrical Tape for Color Coding, Plymouth Rubber Company Premium 37 Color Coding Tape, or equal.
- E. Ethernet patch cables and fiber cables shall be labeled with primary devices it is connected to (i.e. "PLC", "OI", "PLC-2" etc.). Label shall be white plastic with black machine printed lettering as produced by a KROY or similar machine with lettering no smaller than 3/8". Securely attach to cable with clear tape.

2.07 CONDUIT, RACEWAYS, AND WIREWAYS

- A. GENERAL - Conduit, raceways, and wireways, wiring methods, materials, installation shall meet all requirements of the NEC, be UL labeled for the application, and meet the minimum following specifications.
- 1. All wiring shall be installed in conduits, raceways, or wireways when interconnecting equipment and devices.
 - 2. The Contractor shall use special conduit, raceways, wireways, construction methods, and materials as shown on the Contract drawings; which shall take precedence over any general methods and materials specified in this section.
 - 3. The minimum size conduit shall be 3/4-inch unless indicated otherwise on the Drawings or for special connections to equipment.
 - 4. Conduit stubs shall be capped with coupling, nipple, & cap and each end identified with conduit labels.
 - 5. Conduit Marking
 - a. All conduits listed in the "Conduit and Wire Routing Schedule" shall have conduit tags at both terminations of each conduit.

- b. Tag material shall be aluminum or brass with machine stamped lettering. The size of the tag shall be 2-inch diameter. No letters are allowed smaller than 7/16-inch. Securely fasten tags in place using 316 stainless steel 0.048 inch diameter wire of the type normally used for this purpose (catalog cut sheet shall be submitted). Stainless steel wire shall be crimp connected. Twisting ends together is not acceptable. Engrave the tags with the conduit number as listed in the conduit schedule on the Contract "E"-series Drawings. Labeling shall be neatly installed for visibility and shall be clearly legible.
 - c. Prior to encasement, concealment, backfilling of conduits, temporary conduit labels shall be provided at each end of conduit. Temporary conduit labels shall have 1/2-inch (minimum) lettering at all transition points. After encasement and concealment temporary conduit labels shall be placed at each exposed end.
 6. Pipe straps for conduits larger than 3/4" shall be two-hole pipe straps. 3/4" conduits may have GRS-PVC single-hole pipe straps with clamp back spacer.
- B. Galvanized Rigid Steel Conduit – (GRS)
1. Standard weight, zinc coated on outside by hot-dipping or sherardizing process. Fabrication shall be hot-dip galvanized after fabrication, conforming to NEMA RN1.
 2. Provide galvanized rigid steel factory ells for 90 degree transitions.
 3. Fittings and couplings shall be hot dipped galvanized steel or galvanized cast ferrous metal. Provide threaded-type fittings, couplings, and connectors; set-screw type and compression-type are not acceptable.
 4. All joints shall be treated with T & B type CP "Kopr-Shield", LPS No. 3 rust inhibitor, or approved equal.
 5. All junction and metal pull boxes shall be galvanized.
 6. Metal conduits entering enclosures shall be fitted with insulated grounding bushing; O-Z "HBLG", Appleton "GIB", or approved equal. All grounding bushings shall be tied to the grounding system with properly sized bonding conductors per the NEC code.
- C. Galvanized Rigid Steel Conduit - PVC Coated (GRS-PVC)
1. Standard weight, galvanized conduit with a 40-mil thick polyvinylchloride coating bonded to both the outside and urethane interior coating. Conduit shall be hot-dip galvanized conforming to NEMA RN 1. GRS-PVC conduit to be Robroy Plasti-bond Red or approved equal.
 2. Provide PVC coated galvanized rigid steel factory ells for 90 degree transitions.
 3. Fittings shall be hot dipped galvanized steel or galvanized cast ferrous metal with a PVC 40 mils thick coating. Provide threaded-type fittings, couplings, and connectors; set-screw type and compression-type are not acceptable.
 4. All junction and metal pull boxes shall be galvanized with exterior surfaces PVC coated to 40 mils thickness.
 5. Conduits entering enclosures shall be fitted with insulated grounding bushing; O-Z "HBLG", Appleton "GIB", or approved equal. All grounding bushings shall be tied to the grounding system with properly sized bonding conductors per the NEC code.

6. GRS-PVC conduits shall be used for underground conduits where listed in the "Conduit and Wire Routing Schedule".
 7. GRS conduit is allowed only when specifically called out in the "Conduit and Wire Routing Schedule".
- D. PVC Conduit, Schedule 40 or 80 (PVC)
1. Shall be high impact schedule 40 or 80 polyvinylchloride suitable for use underground, direct burial and for use with 90 C wires, and shall conform to UL 651. Shall be UL listed and labeled for "direct" burial.
 2. A copper bonding conductor shall be pulled in each raceway and bonded to equipment at each end with approved lugs.
 3. Each underground run shall be placed in a trench with a five (5) inch sand bed evenly compacted on all sides, top and bottom.
 4. Bends, elbows, and risers shall be made with PVC coated galvanized rigid steel (GRS-PVC) conduit using threaded adapters. Bond each metallic portion to each other and to equipment connected at each end of conduit run.
 5. PVC fittings shall have solvent-weld-type conduit connections.
 6. PVC conduit shall be stored on a flat surface and shielded from the sun.
- E. Liquid Tight Flexible Metal Conduit - (FLEX)
1. All flex conduits shall be metallic with water tight outer jackets.
 2. Connectors:
 - a. NEMA 1 or 12: Metallic with insulated bushings.
 - b. Non-NEMA 1 or 12 Areas: PVC coated metallic with insulated bushings.
 3. Final connections to vibrating equipment such as heaters and fans shall be made with flexible conduits.
 4. Flexible conduit lengths shall not be greater than 24 inches.
 5. Flexible metallic conduit shall not be considered as a ground conductor, install a separate wire for equipment bonding.
 6. Flexible conduit shall only be installed in exposed or accessible locations.
 7. Flex conduits shall be used for conduit coupling to all vibrating and shifting equipment.
- F. Warning Tapes:
1. Bury detectable warning tapes approximately 12 inches above all underground conduit runs of two or more outside of building. Align parallel to and within 3 inches of the centerline of the conduit or duct bank.
 2. Plastic tape shall be colored for particular underground service, 3-inch minimum width, utilize tape made of material resistant to corrosive soil. Tape shall have aluminum backing to facilitate locating it underground using a non-ferrous locator. Use red tape for "Electric" service and orange tape for "Communication" service. Use tape with printed wording listing type of service. Manufacturers and types: Seton, Blackburn, Griffolyn Co., Terra-Tape, Brady, or equivalent.

2.08 ELECTRICAL ENCLOSURES AND BOXES

- A. Enclosures and boxes to be wall mounted, minimum 14 gauge, type 316 stainless steel with seams continuously welded & ground smooth, and fast access door latches. Outer door shall have provisions for locking enclosure with standard padlock.
- B. Provide accessories consisting of breaker to disconnect incoming power, heater, fan, louvers, and thermostats.
- C. Provide larger enclosure as required to accommodate the supplied equipment at no additional cost to the Owner
- D. Provide metal data pocket within each enclosure and box to hold as-built drawings.
- E. Panels shall be provided with engraved nameplate identifying name of panel, voltage and location of power source feeding it (i.e. MCC-100, Panelboard LP-1, etc.).
- F. A copper ground bus shall be provided in the enclosure. All panel doors shall be installed with ground straps.
- G. Provide full height white backpan in box.
- H. Enclosure shall be Hoffman, Circle AW or approved equal.

2.09 GROUNDING SYSTEM

- A. Ground clamps shall be bolt-on type as manufactured by ILSCO type AGC, O-Z Gedney type GRC, or approved equal.
- B. All ground rod, pipe, and steel plate and buried bond connections shall be made by welding process equal to Cadweld.
- C. Grounding conductors shall be sized as shown on the Plans or in accordance with NEC Table 250.66, whichever is larger.
- D. Grounding and bonding wires shall be installed in all conduits and raceways and connected to the grounding termination point in all equipment. Conduit grounding bushings shall be set screw locking type electra-galvanized malleable iron with insulation collar and shall be provided with a feed through compression lug for securing the ground bonding wire. Ground bonding wire shall be bare wire and shall be sized per NEC.
- E. The ground rod shall consist of not less than 10 continuous feet of 3/4 inch copper coated electroplated high grade carbon steel. The ground rod shall be a NEHRING type NCC, Weater 348 or approved equal.
- F. Ground buses shall be provided in all electrical enclosures. Each ground bus shall be sized as shown on the Contract drawings or specified herein. The ground bus shall be adequately sized for the connection of all grounding conductors required per NEC. Screw type lugs shall be provided on all ground busses for connection of grounding conductors.
- G. Each ground bus shall be copper. Screw type fasteners shall be provided on all ground busses for connection of grounding conductors. Ground bus shall be ILSCO D-167 series or approved equal.

- H. The system neutral conductor and all equipment and devices required to be grounded by the National Electrical Code shall be grounded in a manner that satisfies the requirements of the National Code.
- I. The system neutral (grounded conductor) shall be connected to the system's grounding conductor at only a single point in the system. This connection shall be made by a removable bonding jumper sized in accordance with the applicable provisions of the National Electrical Code if the size is not shown on the Drawings. The grounding of the system neutral shall be in the enclosure that houses the service entrance main overcurrent protection.
- J. One side of the secondary on all transformers and DC power supplies shall be grounded to the ground bus.
- K. All raceway systems, supports, enclosures, panels, motor frames, and equipment housings shall be permanently and effectively grounded.
- L. All receptacles shall have their grounding contact connected to a grounding conductor.
- M. Branch circuit grounding conductors for receptacles, or other electrical loads shall be arranged such that the removal of a lighting fixture, receptacle, or other load does not interrupt the ground continuity to any other part of the circuit.
- N. Attachment of the grounding conductor to equipment or enclosures shall be by connectors specifically provided for grounding. Mounting, support, or bracing bolts shall not be used as an attachment point for ground conductors.

PART 3 - EXECUTION

3.01 WORKMANSHIP

- A. All work in this Section shall conform to the codes and standards outlined herein.
- B. The Contractor shall employ personnel that are skilled and experienced in the installation and connection of all elements, equipment, devices, instruments, accessories, and assemblies. All installation labor shall be performed by qualified personnel who have had experience on similar projects. Provide first class workmanship for all installations.
- C. Ensure that all equipment and materials fit properly in their installations.
- D. Perform any required work to correct improper installations at no additional expense to the Owner.
- E. The Engineer reserves the right to halt any work that is found to be substandard or being installed by unqualified personnel.

3.02 CONSTRUCTION METHODS, GENERAL

- A. All field wires and panel wires shall have wire markers as specified in the "WIRE" subsection.
- B. Wires shall not be spliced except where shown. Devices with pigtails, except lighting fixtures, shall be connected at terminal blocks. Equipment delivered with spliced wires shall be rejected and the Contractor required to replace all such wiring, at no additional cost to the Owner.
- C. No wires shall be spliced without prior approval by the Engineer.
- D. Where splices are allowed or approved by the Engineer they shall conform with the following:
 - 1. Wire splicing devices shall be sized according to manufacturer's recommendations.
 - 2. Splices of #10 and smaller, including fixture taps, shall be made with see-thru nylon self-insulated twist on wire joints; T & B "Piggys", Ideal "Wing-Nut" or approved equal.
 - 3. Splices of #8 and larger shall be hex key screw two way connectors, with built in lock washers; T & B "Locktite", O-Z type XW or approved equal, insulated with 3M Scotch Super #88, Plymouth or approved equal.
 - 4. Splices in underground pullboxes and exterior connection boxes shall be insulated and moisture sealed with 3M "Scotchlok" cast resin splice kits. Do not use splice kits with a date marking for shelf life that has expired.
 - 5. Wire splicing devices shall be sized according to manufacturer's recommendations.
 - 6. Tape on splices shall not be allowed.
- E. Tapes shall conform to the requirements of UL 510 and be rated: 105 degrees C, 600V, flame retardant, hot and cold weather resistant. Vinyl plastic electrical tape shall be 7 mil black. Phase tape shall be 7 mil vinyl plastic, color coded as specified. Electrical insulation putty shall be rubber based, elastic putty in tape form. Varnished cambric shall not be used.

- F. Connections to terminals shall be as follows:
1. Use connector or socket type terminals furnished with component.
 2. Connections to binding post screw, stud or bolt use:
 - a. For #10 and smaller wire, T & B "Sta-Kon," Buchanan "Termend" or approved equal, self-insulated locking forked tongue lug.
 - b. For #8 to #4/0 wire, T & B "Locktite," Burndy QA or approved equal lug of shape best suited.
 3. Use ratchet type crimping tool which does not release until proper crimp pressure has been applied.
- G. Equipment shall be wired and piped by the manufacturer or supplier. Major field modifications or changes are not allowed without the written "change order" authority by the Engineer. When field changes are made, the components, materials, wiring, labeling, and construction methods shall be identical to that of the original supplied equipment. Contractor's cost to replace or rework the equipment to match original manufacturer or supplier methods shall be done at no additional cost to the Owner.
- H. Mating fittings, bulkhead fittings, plugs, lugs, connectors, etc. required to field interface to the equipment and panels shall be provided by the supplier when the equipment is delivered.
- I. All electrical and instrumentation as-built drawings associated with the equipment shall be provided with the equipment when it is delivered to the job site. Drawings for each piece of equipment shall be placed in clear plastic packets of sufficient strength that will not tear or stretch from drawing removal and insertion.

3.03 ELECTRICAL EQUIPMENT FABRICATION

- A. Electrical Equipment cutouts for devices (i.e. indicating lights, switches) shall be cut, punched, or drilled and smoothly finished with rounded edges. Exposed metal from cutouts that are made after the final paint finish has been applied shall be touched up with a matching paint prior to installing device. Do not paint nameplates, labels, tags, switches, receptacles, conductors, etc.
- B. All panel doors shall be fully gasketed with non-shrinkable, water and flame resistant material.
- C. Bolts and screws for mounting devices on doors shall be as specified by the manufacturer, otherwise they shall have a flush head which blends into the device or door surface. No bolt or screw holding nuts shall be used on the external surface of the door.
- D. Each component within the MCC shall be securely mounted on an interior cubicle or backpan and arranged for easy servicing, such that all adjustments and component removal can be accomplished without removing or disturbing other components. Mounting bolts and screws shall be front located for easy access and removal without special tools. Access behind the sub panel or backpan shall not be required for removing any component.

- E. A ground bus shall be provided in each bussed MCC section, enclosure or cabinet. It shall have provisions for connecting a minimum of ten grounding conductors. Screw type lugs shall be provided for connection of grounding conductors. All grounding conductors shall be sized as shown on plans or in accordance with NEC Table 250.66, whichever is larger.
- F. Minimum wire bending space at terminals and minimum width of wiring gutters shall comply with NEC tables 312.6 (A) & (B).
- G. Future device and component mounting space shall be provided on the door, backpan, and subpanel where detailed on the Drawings. Where no detail is shown, provide a minimum of 15 percent usable future space. Also, add extra DIN rail to allow adding relays & terminal blocks in the future as called out on Contract drawings.
- H. Doors shall swing freely a minimum of 90 degrees and close with proper alignment.
- I. Harness: Where space is available, all wiring shall be run in slotted plastic wire ways or channels with dust covers. If space is not available for wireways, then all wiring shall be neatly bundled and laced with plastic tie-wraps, anchored in place by screw attached retainer. Wire ways or channels shall be sized such that the wire fill does not exceed 60%. Tie-wraps shall be T&B TY-RAP or approved equal.
- J. Hinge Loops: Where wiring crosses hinged surfaces, provide a "U" shaped hinge loop protected by clear nylon spiral wrap. The hinge loop shall be of sufficient length to permit opening and closing the door without stressing any of the terminations or connections. Spiral wrap shall be Graybar T25N or approved equal.
- K. Retainers: Wire ways, retainers, and other devices shall be screw mounted with round-head 316 stainless steel screws or mechanically mounted by push-in or snap-in attachments. Glue or sticky back attachment of any type or style shall not be used. Retainers shall be Panduit High Bond Adhesive back mounts SGABM series, or approved equal.
- L. Routing: Wires shall be routed in slotted plastic wire-ways with snap covers. Wires carrying 120 VAC shall be separated as much as possible from other low voltage wires and signal cables, and shall be routed only in ducts for 120 VAC. If the power wiring has to cross the signal wiring, the crossing shall be as close to a right angle as possible. Ducts for 24 VDC wiring shall be used for all other wires and cables. Routing of 120 VAC in combined ducts is not allowed without prior written approval of the Owner. Wires and cable shall be routed along the shortest route between termination points, excepting routes which would result in routing 120 VAC and other wires and cables in the same duct. Wires and cables shall have sufficient length to allow slack and to avoid any strain or tension in the wire or cable. Wires and cables shall be placed in the ducts in a straight, neat and organized fashion and shall not be kinked, tangled or twisted together. Additional wire ducting shall be provided for use by the electrical subcontractor for routing field wires to their landing points in the each electrical and instrumentation panel.

- M. Wiring not routed in duct work shall be neatly bundled, treed, and laced with plastic ties. Wiring across door hinges shall be carefully made up and supported to avoid straining and chafing of the conductors or from putting any strain on their terminals.
- N. Terminations: Single wire and cable conductors shall be terminated according to the requirements of the terminal device. All terminations must be made at terminals or terminal blocks. Use of spring or buttsplice connectors is not allowed.
 - 1. Provide 3" minimum separation between wireway and terminal blocks. Installation of wireways too close to terminal blocks will be required to be completely reworked to the satisfaction of the Owner.
 - 2. For captive screw pressure plate type terminals, the insulation shall be removed from the last 0.25 inches of the conductor. The conductors shall be inserted under the pressure plate to full length of the bare portion of the conductor and the pressure plate tightened without excess force. No more than two conductors shall be installed in a single terminal. All strands of the conductor shall be captured under the pressure plate.
 - 3. For screw terminals, appropriately sized locking forked spade lugs shall be used. Lugs shall be crimp on type that form gas tight connections. All crimping shall be done using a calibrated crimping tool made specifically for the lug type and size being crimped.
 - 4. On shielded cables, the drain wire shall be covered with insulating tubing along its full bare length between the cable jacket and the terminal lug or terminal pressure plate.
 - 5. For screwless terminals, wire shall be stripped back and inserted per the manufacturer's instructions. When stripping insulation from conductors, do not score or otherwise damage conductor.
 - 6. Heat shrink shall be placed on ends of shielded cable to cover foil.
 - 7. Additional condulets with terminal blocks shall be supplied for wire termination to devices with leads instead of terminals. (i.e. solenoid valves, level probe, etc.)
- O. All devices and wiring shall be permanently labeled.
- P. All components associated with a particular compartment's or enclosure's function shall be mounted in that compartment or enclosure.
- Q. No fastening devices shall project through the outer surfaces of equipment.
- R. Spacing and clearance of components shall be in accordance with UL, and NEC standards.

3.04 DELIVERY

- A. Contractor shall inspect each electrical and instrumentation item delivered to the jobsite.
- B. Contractor shall unpack each item for inspection within two (2) days of arrival.
- C. Complete written inventory shall be produced by Contractor and submitted to Owner within (2) days after arrival on jobsite for record keeping prior to any payment for the item.

3.05 DAMAGED PRODUCTS

- A. Damage products will not be accepted. All damaged products shall be replaced with new products at no additional cost to the Owner.

3.06 FASTENERS & LUGS

- A. Fasteners for securing equipment to walls, floors, and the like shall be stainless steel.
- B. Stainless steel anchor bolts, 1/2" minimum size, shall be installed for the Electrical Equipment in the front and back of each section at locations recommended by Electrical Equipment manufacturer.
- C. Concrete pad with stainless steel anchor bolts shall be provided for all electrical freestanding equipment.
- D. All wall mounted panels or enclosures shall be spaced out from wall by stainless steel unistrut or stainless steel spacers with minimum depth of 1/2".
- E. All wire & cable lugs shall be copper; aluminum or aluminum alloy lugs shall not be used. The Electrical Contractor shall supply all lugs to match the quantity & size of wire listed in the conduit & wire routing schedule.

3.07 INSTALLATION, GENERAL

- A. Install all products per manufacturer's recommendations and the Drawings.
 - 1. Contract Drawings are intended to show the basic functional requirements of the electrical and instrumentation system and do not relieve the Contractor from the responsibility to provide a complete and functioning system.
 - 2. Provide all necessary hardware, conduit, wiring, fittings, and devices to connect the electrical equipment provided under other Sections. The following shall be done by the Contractor at no additional cost to the Owner:
 - a. Provide larger circuit breakers, starter, conduit and wire as required for the horsepower of the supplied equipment when the supplied equipment is larger than that specified, at no additional cost to the Owner or lug adapters as necessary when connecting to the wires listed in the Conduit and Wire routing schedule.
 - b. Provide additional devices, wiring, conduits, relays, signal converters, isolators to complete interfaces of the electrical and instrumentation system.
 - c. Changing normally open contacts to normally closed contacts or vice versa.
 - d. Adding additional relays to provide more contacts as necessary.
 - e. Installing additional terminal blocks to land wires.
 - f. When the generator block heater power, voltage, amps, wire, conduit, etc. differs from that specified on Contract documents, Contractor shall modify power feed arrangements (any necessary hardware, conduit, wiring, fittings, devices, engineering, etc.) as directed in field at no additional cost to the Owner.
 - 3. All programmable devices shall be programmed, set-up and tested by the Contractor prior to startup. This includes all instruments, and VFD. Programming and set-up parameters shall be adjusted or changed as directed by the Owner or Engineer during start-up and throughout the

warranty period, at no additional cost to the Owner. Record of all programming parameters setup for this project shall be recorded by Contractor and included in the final O&M manuals.

4. Coordinate with the Owner and setup all alarm, process, and operation setpoints.
5. Device Mounting Heights: Mounting heights of fixtures and devices shall be as follows unless otherwise indicated or when height has to be adjusted to be over or under counter tops.

- | | | |
|------------------------|----|---|
| a. Wall switches | => | 48 inches |
| b. Convenience outlets | => | 18 inches finished areas |
| | => | 24 inches non-finished areas |
| | => | Top of box no more than 48 inches above floor |
| c. Telephone outlets | => | 54 inches |
| d. Bracket fixtures | => | 7 feet 6 inches |

B. Panels and Enclosures

1. Install panels and enclosures at the location shown on the Plans or approved by the Engineer.
2. Install level and plumb.
3. Seal all enclosure openings to prevent entrance of insects and rodents.
4. All conduits entering outdoor panels and enclosures shall use watertight hubs. These hubs shall be located on sides or bottom only. Top entry of outdoor panels or enclosures is not allowed unless specifically shown on plans.
5. Clearance about electrical equipment shall meet the minimum requirements of NEC 110.66.
6. Box supports shall be located and oriented as directed in field by Owner.
7. Provide larger motor termination boxes as required to accommodate conduit and wires.
8. Terminate all status, control, and analog I/O wiring on terminal blocks, including spares. Provide additional relay, DIN rails, terminal blocks and side panels as required.
9. A ground bus shall be provided in each enclosure or cabinet. It shall have provisions for connecting a minimum of ten grounding conductors. Screw type lugs shall be provided for connection of grounding conductors. All grounding conductors shall be sized as shown on plans or in accordance with NEC Table 250.122, whichever is larger.
10. All panels and enclosures be delivered with as-built drawings in clear plastic packets within each panel and enclosure.

C. Conduits

1. Install conduit free from dents and bruises.
2. Care shall be exercised to avoid interference with the work of other trades. This work shall be planned and coordinated with the other trades to prevent such interference. Pipes shall have precedence over conduits for space requirements. Exposed conduits shall be neatly arranged with runs perpendicular or level and parallel to walls. Bends shall be concentric.
3. All conduits shall be labeled on all ends; at junction boxes, pull boxes, enclosures, stub-outs, or other terminations.

4. All conduit entering or leaving Electrical Equipment shall be stubbed up into the bottom horizontal wireway directly below the vertical section in which the conductors are to be terminated.
5. All conduits shall be labeled on all ends; at junction boxes, pull boxes, enclosures, stub-outs, or other terminations.
6. A maximum of three equivalent 90 degree elbows are allowed in any continuous runs. Install pull boxes where required to limit bends in conduit runs to not more than 270 degrees or where pulling tension would exceed the maximum allowable for the cable.
7. Route all above grade conduits parallel or perpendicular to structure lines and/or piping. Conduits installed above grade shall be braced in place with stanchions. Expansion joints shall be installed every 100 feet.
8. Conduits installed outdoor or in NEMA 4X rated areas above grade shall be braced in place with stainless steel Unistrut stanchions or PVC coated clamps with backplates.
9. Exposed conduits runs shall not be run directly on the ground or roof. Secure conduits to stainless steel unistrut.
10. Duct-taping conduits together is not acceptable. Conduits, installed into concrete pads, shall be installed with a minimum of 2" distance between conduits to allow installation of bushings.
11. In pullboxes and vaults separate power "L & P" wiring to one side within and all other wiring "A, C, D & V" wiring to opposite side in bundles. In vault, these separate bundles are to be supported on plastic cable supports rated for the bundle loading.
12. Verify pullboxes are sized appropriately for conduit entry per Conduit and Wire Routing Schedule.
13. Special "Soft-Jaw" type pipe clamps shall be used to prevent damage to PVC-coated conduits while field threading, cutting to length, and coupling sections.
14. Conduits shall be painted to match the color of surface attached to as directed by Owner.
15. Conduits shall be painted to match the color of surface attached to as directed by Owner.
16. All spares shall be mandrel and have pull ropes installed.
17. All existing conduits that are reused shall have a mandrel or conduit piston pulled through the entire conduit run to prove the length contains no blockages or obstructions. Mandrelling shall be witness by the Owner. Install new conduit tags for reused conduits at all transition boxes and endpoints. Conduit & Wire Routing Schedule shall be updated as these modifications take place.

D. Conduit and Wire Routing Schedule:

1. Conduit material, wire size, and quantity listed in schedule take precedence over Division 26 Specifications.
2. All of the entries for each line in the conduit schedule apply to each conduit when multiple quantity of conduits multiple quantity of conduits (quantity of which are indicated by number entered in conduit no. column in schedule) are listed in the schedule.
3. Wire sizes listed are in AWG or Kcmil and are copper conductors.
4. Extra wire was intentionally placed in the "Conduit & Wire Routing Schedule" which shall be labeled on both ends with a unique wire label.

5. Contractor to supply and install all conduits and wiring as shown on Utility Engineered Design drawings. Utility primary and secondary conduit and wiring shown in "Conduit and Wire Routing Schedule" is for bid purposes only. A credit or add-on will be provided by Contractor based on the actual work performed by Contractor for the Utility service.
 6. All control and signal wiring terminations shall have the correct wire label applied prior to making connection.
 7. Conduit entries listed as "GRS-PVC" in the Conduit & Wire Routing Schedule are to be "Galvanized Rigid Conduits with PVC coating" the entire length.
 8. Vertical offsets and sloping of conduits are not detailed on plans, the Electrical Contractor shall include in his bid the price for the complete conduit run utilizing the civil & mechanical plans to measure vertical & slope distances.
 9. Exposed conduits runs shall not be run directly on the ground. Secure conduits to stainless steel unistrut.
- E. Excavation and Back Filling:
1. The Electrical Contractor shall provide the excavation for equipment foundations and trenches for conduits or buried cables.
 2. Trenches for all underground utility lines shall be excavated to the required depths.
 3. Repave any area that was paved prior to excavation. Backfill and surface all areas as shown on the Drawings or where not shown to the original condition that was present prior to the excavation.
 4. Underground conduits outside of structures shall have a minimum cover of 24 inches except for utility conduits depth shall be as required by the governing utility requirements. Back filling shall be done only after conduits have been inspected.
 5. Contractor shall uncover any uninspected covered conduit trenches, at no additional cost to Owner, to verify proper installation.
 6. Excavation and back fill conduit trenches shall conform to the requirements of the Earthwork Section of these Specifications, unless modified on plans, and to other entities as required.
 7. At all times during the installation of the electrical distribution system, the Contractor shall provide barricades, fences, guard rails, etc., to safeguard all personnel, including small children, from excavated trenches.
- F. Wiring, grounding, and shielding: It is important to observe good grounding and shielding practices in the generally noisy environment in this application. The shield of shielded cables shall be terminated to ground at one end only, and covered with insulated heat shrink tubing. The shield at the other end shall be encased in an insulated material to isolate it from ground.
- G. Seals
1. Seal around all conduits, wires, and cables penetrating between electrical panels, walls, ceilings, and floors in all buildings with a fire stop material. Seal shall be made at both ends of the conduit with a fire stop putty. Seal shall have a minimum two hour rating. Fire stop sealing shall be International Protective Coatings Flamesafe, or approved equal.

2. Seal around conduits entering outside to inside structures and around bottom of free standing enclosures to maintain watertight integrity of structure.
3. Seal around bottom edge of all pad mounted enclosures to prevent entrance of insects, rodents, dirt, debris, etc.
4. Place conduit seal inside each underground conduit riser into panels and enclosures to prevent entrance of insects and rodents.
5. Conduit entrances: Seal each conduit entrance from below grade, from below grade into the panels and other electrical enclosures with plugging compound sealant to prevent the entrance of insects and rodents. Conduits between the enclosures shall be sealed with plugging compound sealant on each end. Plugging compound sealant shall be PRC-DeSoto (formerly Courtaulds) Aerospace Semco PR-868 or approved equal.

H. Housekeeping Pads

1. Concrete housekeeping pads are required for all free standing electrical equipment. Housekeeping pads shall be 3-1/2" inches above surrounding finished floor or grade unless otherwise shown and shall be 4 inches (minimum) larger in width on all sides of equipment. The depth of housekeeping pads shall be 18 inches (minimum).
2. Housekeeping pads shall be installed for future units as shown on the Contract Drawings.
3. Housekeeping pad shall be Class "A" concrete with rebar crossway network. The minimum size rebar allowed is #3. Concrete shall be precisely leveled so that equipment set in place will not require shimming.

I. Cleaning and Touch Up

1. Prior to startup and at completion of the work prior to final acceptance, all parts of the installation, including all equipment, exposed conduit, devices, and fittings shall be cleaned and given touch up by Contractor as follows:
 - a. Remove all grease and metal cuttings.
 - b. Any discoloration or other damage to parts of the building, the finish, or the furnishings, shall be repaired.
 - c. Thoroughly clean any of his exposed work requiring same.
 - d. Vacuum and clean the inside of all MCC and electrical and instrumentation enclosures.
 - e. Clean all above and below ground pull boxes, junction boxes, and vaults from all foreign debris prior to final acceptance.
 - f. Paint all scratched or blemished surfaces with the necessary coats of quick drying paint to match adjacent color, texture, and thickness. This shall include all prime painted electrical equipment, including enclosures, panels, poles, boxes, devices, etc.
 - g. Remove all decals and lettering from both sides of support plates.
 - h. Repair damage to factory finishes with repair products recommended by Manufacturer.
 - i. Repair damage to PVC or paint finishes with matching touchup coating recommended by Manufacturer.

3.08 MAINTENANCE AND OPERATING INSTRUCTIONS

- A. Provide three (3) sets Operation and Maintenance manuals bound in three ring binders with one set made up completely with original manuals prior to start up.
- B. O&M manuals shall provide at least the following as a minimum:
 - 1. A comprehensive index.
 - 2. A complete "Record" set of favorably reviewed electrical submittals as provided under SUBMITTAL AND DRAWING REQUIREMENTS.
 - 3. As-built one-line, elevation, loop, elementary and interconnection drawings with all field changes included.
 - 4. A complete list of the equipment supplied, including serial numbers, ranges, catalog cuts, and pertinent data.
 - 5. Full specifications on each item.
 - 6. Detailed service, maintenance and operation instructions for each item supplied. Schematic diagrams of all electronic devices shall be included. A complete parts lists, including stock numbers, shall be provided on the components that make up the assembly.
 - 7. Record of each breaker and overload heater element including Manufacturer, full part number, size, setting etc.
 - 8. Record of each motor nameplate data including manufacturer, full part number, size, etc.
 - 9. Safety precautions and procedures.
 - 10. Special maintenance requirements particular to this system shall be clearly defined, along with special calibration and test procedures.
 - 11. Spread sheet listing all setpoints and programmable parameters entered for this project for instruments, VFD, HIM, etc.
 - 12. Include all completed and signed test data and forms from factory and field testing.
 - 13. All of these sets of O & M Manuals shall be made up of "original" (no copies, PDFs or reproductions) documents. No photo or fax copies are allowed of standard published manuals available from Manufacturers.
 - 14. Warranty certificate with start dates, duration and contact information.
 - 15. Troubleshooting instructions.
 - 16. Record of all settings or parameters for all programmable devices.
- C. At the end of the project these manuals shall be updated to show "as-built" conditions.
- D. Provide to the Owner four (4) each USB drives with lanyards and two sets of CDs (CDs shall contain all documents in both PDF format and unlocked AutoCAD (DWG format, version 2010 or later)) containing:
 - 1. As-built Contract electrical and instrumentation drawings prepared for this project.
 - 2. As-built set of all required Drawings per Division 1 for the project.
 - 3. As-built sets of other computer generated documents prepared for this project, including PLC ladder logic files, OI programs, radio configuration, and Bill of Materials prepared for this project.

4. Electronic PDF version of O&M manual. Version format shall follow the hard copy submittal of the O&M, including index, equipment record sheet, warranty information, theory of operation, maintenance instruction, etc. PDF shall "bookmarked" to at each index and subtab listed in O&M.
5. These files shall be the property of the Owner, for its use on this and future projects.
6. Label drives with site name using clear plastic with black machine printed lettering as produced by a KROY, Brother or similar machine. The size of the nameplate tape shall be with 3/8-inch lettering unless otherwise approved by the Engineer. Securely fasten nameplates in place on the USB drive using the adhesion of the tape.

3.09 TESTING

A. General Requirements

1. It is the intent of these tests to assure that all equipment is operational within industry and Manufacturer's tolerances and is installed in accordance with design plans and specifications
2. All equipment setup and assembled by the Contractor shall be in accordance with the design plans and Drawings and the Manufacturer's recommendations and instructions and shall operate to the Engineer's satisfaction. Follow all Manufacturer's instructions for handling, receiving, installation, and pre-check requirements prior to energization. After energization, follow Manufacturer's instructions for programming instrumentation, set-up and calibration of equipment. The Contractor shall be responsible for, and shall correct by repair or replacement, at his own expense, equipment which, in the opinion of the Engineer, has been caused by faulty mechanical or electrical assembly by the Contractor. Necessary tests to demonstrate that the electrical and mechanical operation of the equipment is satisfactory and meets the requirements of these Specifications shall be made by the Contractor at no additional cost to the Owner.
3. The testing shall not be started until the Manufacturer has completed fabrication, wiring, and setup, has performed satisfactory checks and adjustments and can demonstrate the system is complete and operational. Certification of completion of Contractor's in-house tests shall be submitted prior to scheduling of factory testing.
4. Factory tests shall not be scheduled until submittals associated with the equipment have been approved by the Engineer.
 - a. If equipment is significantly different from submittal drawings, this shall be grounds for cancellation and rescheduling of factory tests at no additional costs to Owner or extension of Contract time.
 - b. Engineer reserves the right to postpone the factory test, at no additional cost to the Owner, until the submittal associated with the factory test has been reviewed by the Engineer and marked "No Exceptions Taken" or "Make Corrections Noted." No extension of Contract time will be allowed.

5. The first Pre-Energization tests shall be performed to determine the suitability for energization and shall be completed with all power turned off and complete prior to the start of any of the Post-Energization tests. The Electrical Contractor shall have qualified personnel on the job site for all Pre-Energization and Post-Energization tests.
6. All tests shall be witnessed by the Engineer and/or Owner personnel. The test forms shall be completed by the testing person for field checkout, testing, and calibration of all equipment and instruments. All filled in test forms shall be given to the Engineer and/or Owner the day of the test. Fill in two sets of test forms if Contractor wants to keep a copy. All tests shall be documented in writing by the supplier and signed by the Engineer as satisfactory completed. The supplier shall keep a detailed log of all tests that failed or did not meet specifications, including date of occurrence and correction. Completed forms with proper signatures and dates shall be included and become a component of the Operations and Maintenance Manual for each of the respective systems.
7. Prior to any field testing, Interconnection Drawings and Operation & Maintenance Manuals shall have been submitted by the Contractor and approved by the Engineer.
8. The Contractor shall notify the Owner and the Engineer of the Supplier's readiness to begin all factory and field tests in writing (a minimum of ten working days prior to start), and shall schedule system checkout on dates agreed to by the Owner and the Engineer in order that the testing be scheduled and witnessed.
9. The Contractor shall fill in & submit for approval the "Scheduled Test Request Form" located in Appendix "A" for each requested inspection, factory and field test.
10. The supplier shall submit for approval, the proposed factory & field testing sheets at least 24 days prior to the start of the tests. Each testing sheet shall have a title giving the type of test and entry spaces for the name of the person who performed the test, name of the person who witnessed the test, and the date. Tests performed without approved forms shall be retested at no additional cost to Owner.
11. Separate test procedures in separate binders shall be submitted for approval for the Factory and Field Tests. Testing shall not commence until the test procedures have been reviewed and approved by the Owner.

B. Failure to Meet Test

1. Any system material or workmanship which is found defective on the basis of acceptance tests shall be reported to the Engineer. The Contractor shall replace the defective material or equipment and have tests repeated until test proves satisfactory to the Engineer without additional cost to the Owner.
2. If the results of any of tests are unacceptable to the Engineer, the Contractor shall make corrections and perform the tests again until they are acceptable to the Engineer; these additional tests shall be done at no additional cost to the Owner.
3. If testing, installation or configuration work performed is deemed inadequate by Owner or Engineer, then the Contractor shall provide a qualified technician to meet these requirements. No extension of Contract time will be allowed.

C. Safety

1. Testing shall conform to the respective manufacturer's recommendations. All manufacturers' safety precautions shall be followed.
2. The procedures stated herein are guidelines for the intended tests, the Contractor shall be responsible to modify these tests to fit the particular application and ensure personnel safety. Absolutely no tests shall be performed that endanger personal safety.
3. The Electrical Contractor shall have two or more Electricians present at all electrical field tests.
4. Two non-licensed portable radios are to be made available by the Contractor for the testing organization to conduct tests.
5. California Electrical Safety Orders (ESO) and Occupational Safety and Health Act (OSHA): The Contractor is cautioned that testing and equipment shall comply with ESO and OSHA as to safety, clearances, padlocks and barriers around electrical equipment energized during testing.
6. Field inspections and pre-energization tests shall be completed prior to applying power to equipment.

D. Electrical Factory Tests

1. The system supplier shall conduct a thorough and complete factory test by qualified factory-trained personnel witnessed by Owner per the criteria specified herein. Factory test shall be held within 150 miles of project location.
2. All components of the "system setup" shall be completely assembled and thoroughly pre-tested by the supplier or Manufacturer before start of factory test. The "System set-up" for factory testing shall consist of, but is not limited to:
 - a. VFD backpans.
 - b. Any miscellaneous associated electrical equipment or panels.
3. Temporary wiring and equipment shall be setup during these tests to simulate the complete assembled system.
4. The tests, as a minimum, shall simulate all operating conditions including steady state, transients, upsets, startup, shutdown, power failure, and equipment failure conditions (for control logic).
5. The length of the factory testing shall be a minimum of 8 hours all on one day. If in the opinion of the Owner or Engineer the factory testing is not completed at the end of the working day, the testing shall be extended, at no additional cost to the Owner or extension in Contract time. The Contractor shall agree that the sum set forth hereafter is a reasonable amount to be charged as liquidated damages; and it is therefore agreed that the Contractor will pay the Owner the sum of five hundred dollars (\$500.00) in liquidated damages for each and every calendar day beyond the time prescribed above for the completion of factory testing for the panel system. Liquidated damages will be assessed to the Contractor each and every day past the time allotted for factory testing.
6. All factory tests shall be conducted at the System Supplier's facility. All factory tests shall be completed prior to installation of any of the panel system at the jobsite. The panel system shall be fully assembled and connected as it will be installed in the final configuration. If the panel system

- is found to be not fully and completely ready for factory testing, the Contractor shall be responsible for paying for the Owner and Engineer to return for the factory testing. Factory testing is to ensure that there are no defects. The hardware shall be tested for compliance with the plans and Specifications included herein and for the ability to perform the control functions.
7. Provide a complete clean copy of System Supplier drawings for Owner and Engineer's use during Factory Test. These drawings shall reflect the equipment being tested.
 - a. If Owner Representative determines that these drawings do not adequately reflect the actual equipment being tested or differs substantially from the approved equipment submittal, the Owner Representative reserves the right to cancel the Factory Test as the equipment is found to be not fully and completely ready for factory testing.
 - b. Equipment that differs substantially from the approved equipment submittal shall be resubmitted. Factory test will be rescheduled after revised submittals have been reviewed by the Engineer and marked "No Exceptions Taken" or "Make Corrections Noted".
 - c. No extension of Contract time will be allowed.
 8. The associated factory tests for each of the factory testing sheets that are to be performed by the supplier and witnessed by the Owner Engineer shall include the following panel system as a minimum:
 - a. Inspections of the panel as follows:
 - 1) Visual and mechanical, for compliance with Contract and submittal drawings.
 - 2) Inspect for physical damage, proper support, and wiring.
 - 3) The Contractor shall fill in test form TF4 located in Appendix "A".
 - b. Testing of the Panels as follows:
 - 1) Each line of control logic on the elementary diagrams shall be checked. After a line of control logic is tested, the person performing test shall initial the corresponding line on the elementary diagram. When the complete elementary diagram has been checked, it shall be signed and dated by testing person and person witnessing test.
 - 2) I/O points to terminal blocks shall be simulated for the complete checkout of PLC interfaces.
 - 3) The tests, as a minimum, shall simulate all operating conditions including steady state, transients, upsets, startup, shutdown, power failure, and equipment failure conditions (for control logic).
 - 4) The Contractor shall complete each test and fill in the I/O test form TF13 located in Appendix "A".
 9. Original PLC/OI/SCADA programmer shall be present during the entire Factory Test for modifying or adjusting all PLC registers, SCADA application and setpoints to test the system. If original PLC/OI/SCADA programmer is not present during the Factory Test, the Factory Test will be immediately cancelled and the Contractor shall be responsible for paying for the Owner and Engineer to return for the factory testing.
 10. The factory test will be considered complete only when the system setup has successfully passed all tests, both structured and unstructured, to the satisfaction of the Owner or Engineer and the Factory Test checkout form TF11 has been signed & dated by Owner. No equipment shall be shipped

to jobsite without authorization from the Owner or Owner's representative that the factory test has been completed. Equipment that were shipped to the jobsite without authorization shall be shipped back to the System Supplier for witness testing at no additional cost to Owner.

11. The testing personnel shall provide all material, equipment, labor and technical supervision to perform such tests and inspections.
12. During the testing period, under the supervision of the supplier, the Engineer and other Owner personnel shall have unlimited and unrestricted access to the usage and testing of all hardware and software in the system.
13. Spare parts for the system shall also be tested during this test period. The supplier shall prove by temporarily connecting the spare hardware to the system that any or all of the spare parts function in a manner equivalent to the original equipment under test.
14. The Contractor shall pay all expenses incurred by his personnel, including labor, material, transportation, lodging, daily subsistence, and other associated incidental costs during the factory testing.
15. Faulty and/or incorrect hardware operation of major portions of the system may, at the discretion of the Owner Engineer, be cause for suspension or restarting of the entire factory test, at no additional cost to the Owner or extension in contract time.
16. Acceptance and witnessing of the factory tests does not relieve or exclude the Contractor from conforming to the requirements of the Contract Documents.
17. All modifications to documentation as a result of the factory tests shall be corrected and completed before the submittal and delivery of "operation and maintenance" manuals.
18. Copies of the completed and witnessed factory testing forms shall be placed in the Operation and Maintenance Manual.

E. Electrical Field Tests

1. Pre-Energization Tests: These tests shall be completed prior to applying power to any equipment.
 - a. Vacuum and clean the inside of all MCC and electrical and instrumentation enclosures.
 - b. Inspections
 - 1) Visual and Mechanical
 - a) Inspect for physical damage, proper anchorage, and grounding.
 - b) Compare equipment nameplate data with design plans and starter schedule.
 - c) Compare overload setting with motor full load current for proper size.
 - 2) The Contractor shall compile, by visual inspection of equipment installed for each motor, the following data in neatly tabulated form:
 - a) Equipment driven
 - b) Motor horsepower
 - c) Nameplate amperes
 - d) Service factor
 - e) Temperature rating
 - f) Overload catalog number
 - g) Overload current range and setting
 - h) Circuit breaker rating

- 3) Circuit breaker trip setting, for magnetic only circuit breakers.
 - 4) The Contractor shall fill in, for each piece of equipment, Test Form TF4 located in Appendix "A".
- c. Torque Connections:
- 1) All electrical, mechanical and structural threaded connections inside equipment shall be tightened in the field after all wiring connections have been completed. Every worker tightening screwed or bolted connections shall be required to have and utilize a torque screwdriver/wrench at all times. Torque connections to the value recommended by the equipment manufacturer. If they are not available, use NEC ANNEX I as guidelines.
- d. Wire Insulation & Continuity Tests:
- 1) All devices that are not rated to withstand the 500V megger potential shall be disconnected prior to the megger tests.
 - 2) Megger insulation resistances of all 600 volt insulated conductors using a 500 volt megger for five seconds. Make tests with circuits installed in conduit and isolated from source and load. Each conductor shall be meggered conductor to conductor and conductor to ground. These tests shall be made on cable after installation with all splices made up and terminators installed but not connected to the equipment.
 - 3) Megger insulation resistances of all motor leads using a 500 volt megger for ten seconds. Make these tests with motors installed in place and not connected to any other wiring. Each motor lead shall be tested conductor to ground.
 - 4) Each megger reading shall not be less than 100 Meg-ohms resistive. Corrective action shall be taken if values are recorded less than 100 Meg-ohms.
 - 5) Continuity Tests: Each instrumentation conductor twisted shielded pair shall have the conductor and shield continuity measured with an ohmmeter. Conductors with high ohm values, that do not match similar lengths of conductors the same size, shall be replaced at no additional cost to the Owner.
 - 6) The Contractor shall fill in test forms Power and Control Conductor Test Form TF1 and Instrumentation Conductor Test Form TF2 located in Appendix "A".
 - 7) Values of different phases of conductors in the same conduit run showing substantially different Meg-ohm values, even if showing above 100 Meg-ohms shall be replaced.
- e. Grounding System Tests
- 1) Visual and Mechanical Inspection
 - a) Verify ground system is in compliance with drawings and specifications.
 - 2) Electrical Tests
 - a) Before making connections to the ground electrodes, and before placement of sidewalks, landscape and paving, measure the resistance of each electrode to ground using a ground resistance tester. Perform the test not less than two days after the most recent rainfall and in the afternoon after any ground condensation (dew) has evaporated.

- b) After all individual ground electrode readings have been made, interconnect as required and measure the system's ground resistance.
 - c) Perform point-to-point tests to determine the resistance between the main grounding system and all major electrical equipment frames, system neutral, and/or derived neutral points.
 - d) The grounding test shall be in conformance with IEEE Standard 81.
 - e) Plots of ground resistance shall be made and submitted to the Engineer for approval.
 - f) The current reference rod shall be driven at least 100 feet from the system under test.
 - g) Measurements shall be made at 10 feet intervals beginning 25 feet from the test electrode and ending 75 feet from it in a direct line between the system being tested and the test electrode.
- 3) Test Values
 - a) The resistance between the main grounding electrode and ground shall be no greater than five ohms for commercial or industrial systems per IEEE Standard 142.
 - b) Investigate point-to-point resistance values that exceed 0.5 ohms.
 - c) The Contractor shall fill in Grounding System Test Form TF3 located in Appendix "A."
- f. Panelboard Test
 - 1) Visual and Mechanical Inspection
 - a) Inspect for physical damage, proper anchorage and grounding.
 - b) Compare equipment nameplate data with design plans.
 - c) Compare breaker legend for accuracy.
 - d) Check torque of bolted connections.
 - 2) The Contractor shall fill in Panelboard Test Form TF5 located in Appendix "A".
- g. Breaker Test
 - 1) All breakers shall be checked for proper mounting, conductor size, and feeder designation. Operate circuit breaker to ensure smooth operation. Inspect case for cracks or other defects. Check tightness of connection with torque wrench in accordance with manufacturer's recommendations.
 - 2) All breakers 100 amps and above shall be tested, including the generator breaker. Time current characteristic tests shall be performed bypassing three hundred percent (300%) rated current through each pole separately. Trip time shall be determined. Instantaneous pickup current shall be determined by run up or pulse method. Clearing times should be within four (4) cycles or less. All trip times shall fall within NETA Table values. Instantaneous pickup current levels should be within 20% of manufacturer's published values. Certification stickers, listing date and company who performed the tests, shall be attached to the inside of the breaker compartment door right after the breaker has passed all tests.

- 3) Contact and Insulation Resistance: Contact resistance shall be measured and be compared to adjacent poles and similar breaker. Deviations of more than 50% shall be reported to Engineer. Insulation resistance shall be measured and shall not be less than 100 megohms.
 - 4) After the completion of all breaker tests, all TM & MCP breakers shall be set by Contractor to their proper settings to protect equipment.
 - 5) The Contractor shall fill in MCC Test Form TF8 & Breaker Test Form TF9 located in Appendix "A".
2. Post Energization Tests
- a. Panels and Enclosure Tests
 - 1) During these tests, test all local and remote control operations and interlocks.
 - 2) Electrical Tests:
 - a) Perform operational tests by initiating control devices to affect proper operation.
 - b) The Contractor shall fill in Operational Device Checks and Test Form TF6.
 - b. Phase Rotation Tests
 - 1) Check connections to all equipment for proper phase relationship. During this test, disconnect all devices which could be damaged by the application of voltage or reversed phase sequence. Three phase equipment shall be tested for the phase sequence "ABC" front to back, left to right, and top to bottom.
 - 2) All three phase motors shall be tested for proper phase rotation. Revise wire color codes to indicate correct phase color if wires are swapped.
 - 3) The Contractor shall fill in Phase Rotation Test Form TF7 located in Appendix "A."
 - c. Motor Testing
 - 1) Record the amperage draw on all phases of each motor operating under full load. Ensure that these values do not exceed the motor nameplate full load amperage.
 - 2) Record the voltage between all phases of each motor operating under full load. If the voltage balance is not within plus or minus 5 percent of nominal, request the Utility power company or other responsible party to correct the problem.
 - 3) The Contractor shall compile, by visual inspection of equipment installed for each motor, the following data in neatly tabulated form and be placed in the O&M manual:
 - a) Equipment driven.
 - b) Motor horsepower.
 - c) Nameplate amperes.
 - d) Service factor.
 - e) Temperature rating.
 - f) Overload catalog number.
 - g) Overload current range and setting.
 - h) Circuit breaker rating.
 - i) Circuit breaker trip setting, for magnetic only circuit breakers.

- 4) The Contractor shall fill in Motor Test Form TF10, located in Appendix "A."
 - d. Control System Tests
 - 1) All the I/O points for the PLC shall be tested by the system supplier in the field for proper operation of alarms, status, analog, control, and Human Machine Interface (HMI/OI) display functions. Where practical, the final element shall be used, i.e. trip the intrusion switch or change levels. Testing shall be accomplished using simulated inputs only when necessary.
 - 2) The overall accuracy of each instrument loop shall be checked to ensure that it is within acceptable tolerance.
 - 3) All the I/O points for the PLC/OI shall be tested by Contractor for proper wiring. Where practical, the final element shall be used, i.e., trip the intrusion switch or change levels. During this task the Contractor shall have:
 - a) Test instruments as required.
 - b) A pair of radios for communication.
 - 4) During this task the System supplier shall have:
 - a) Qualified field technician with experience in the startup of similar systems with PLC controls, and other field devices test instruments as required.
 - b) A pair of radios for communication.
 - 5) The Contractor shall fill in "I/O Point Checkout Test Sheet" TF11.
 - e. Program Parameter Record:
 - 1) The Contractor shall fill in "VFD or Soft Starter Program Parameter Record Sheet" TF16 for each VFD provided on this project. These parameter record sheets shall be filled out by a qualified Contractor field technician when power in field is first applied to each VFD. Completion of VFD record sheets shall be witnessed by Owner and copies provided to Owner on day records are filled in by Contractor. A copy of all completed VFD parameter record sheets shall be placed in O&M manual.
 3. Trial Operations:
 - a. The entire electrical installation shall be either tested or trial operated to verify Contract compliance. That is, controls, heaters, fans, light switches, convenience receptacles, lights, etc. shall be trial operated. Contractor shall conduct trial operations in the presence of the Engineer and Operations and Maintenance personnel.
- F. Operational Testing
1. After all the previous tests in this subsection are complete, the Contractor shall conduct operational testing.
 2. Separate operations testing shall be provided for each chemical system including the temporary hydroxide system.
 3. The Contractor shall demonstrate operation of each part of the control and instrumentation system to the satisfaction of the Owner and/or Engineer. Tests shall be repeated by the Contractor at no additional cost to the Owner and at the discretion of the Owner and/or Engineer to resolve whether the system has been demonstrated that it will operate under all modes of operations and varying conditions.

4. For the operational testing the new equipment shall be activated to automatically run for 5 days, Monday through Friday 24 hours a day. During this five day period the Owner will run the different combinations of the pump control options. If equipment failure occurs during the 5 days of operational testing, the Contractor shall repair or replace the defective equipment and shall begin another 5 day operational test, Monday through Friday 24 hours a day. This shall be continued until the new equipment functions acceptably for 5 consecutive days.

3.10 TRAINING

- A. All training sessions shall be held on dates and times agreeable to Owner. A total of eight (8) or less Owner personnel shall be trained.
- B. After Operation Testing has started the Contractor shall provide a period of not less than 8 hours training for instruction of operation and maintenance personnel in the use of all the new electrical, control and instrumentation systems. The Contractor shall make necessary arrangements with manufacturer's representative. Provide product literature and application guides for user's reference during instruction.
- C. Acceptable Operation and Maintenance Manuals shall be on site and available when training sessions are implemented.
- D. Training shall not take place on dates when field testing is occurring.
- E. Training to include
 1. Instruction on the use, operation, calibration, programming, and maintenance of the field devices listed in Appendix "B."
 2. 4 hours – "VFD Setup" operating and maintenance procedures by System Supplier.

3.11 SPARE PARTS

- A. The Contractor shall supply all spare parts prior to start of field tests. All parts shall be sealed in plastic bags and delivered to the site in a heavy duty plastic storage bag. Bag shall be clearly labeled with part name & number and the corresponding equipment tagname.
- B. The Contractor shall make available any replacement parts that are not manufacturer's normal stock items for immediate service and repair of all the electrical & instrumentation equipment throughout the warranty period.
- C. The following spare parts shall be provided to the Owner as part of this Contract:
 1. Ten (10) fuses for each type of fuse.
 2. Three (3) lamps for each type of removable indicating light.
 3. One (1) relay for each type of control, intrinsic safe and time delay relays with bases.

3.12 WARRANTY

- A. The Contractor shall have a staff of experienced personnel available to provide service on 2 working days' notice during the warranty period. Such personnel shall be capable of fully testing and diagnosing the hardware, software and implementing corrective measures.

- B. If the Contractor "fails to respond" in 2 working days, the Owner at its option will proceed to have the warranty work completed by other resources; the total cost for these other resources shall be reimbursed in full by the Contractor. "Fail to respond" shall be defined as: The Contractor has not shown a good faith effort and has not expended adequate resources to correct the problem. The use of other resources, as stated above, shall not change or relieve the Contractor from fulfilling the remainder of the warranty requirements.
- C. The Contractor shall reimburse Owner for all direct and indirect costs associated with Owner repairs.
- D. The Contractor shall warrant all electrical and instrumentation equipment for a period of one (1) year from date of final acceptance. Standard published warranties of equipment which exceed the preceding specified length of time shall be honored by the manufacturer or supplier.
- E. Prior to "final acceptance", the Contractor shall furnish to the Owner a listing of warranty information for all manufacturers of materials, instruments, and equipment used on the project. The listing shall include the following:
 - 1. Manufacturer's name, service contact person, phone number, and address.
 - 2. Material and equipment description, equipment number, part number, serial number, and model number.
 - 3. Manufacturer's warranty expiration date.
- F. The Contractor shall provide all labor and material to troubleshoot, replace, or repair any hardware that fails or operates unpredictable and correct any software problems during the warranty period, at no additional cost to the Owner.
- G. Each time the Supplier's repair person responds to a system malfunction during the warranty period, he or she must contact the designated Owner maintenance supervisor for scheduling of the work, access to the jobsite, and permission to make repairs. Operation of facilities necessary to test equipment shall only be performed by or under the direction of the Owner Staff. The Owner reserves the right at its sole discretion to deny operations requested by the Supplier. A written description of all warranty work performed shall be documented on a field service report to be given to Owner prior to the repair person leaving job site each day. This field service report shall detail and clearly state problem, corrective actions taken, additional work that needs to be done, data, repair person name and company.

3.13 FINAL ACCEPTANCE

- A. Final acceptance will be given by the Owner after the equipment has passed the "final acceptance trial period", each deficiency has been corrected, final documentation has been provided, and all the requirements of design documents have been fulfilled.
- B. At the end of the project, following the completion of all of the field tests, and prior to final acceptance, the Supplier shall:
 - 1. Remove all temporary services, equipment, material, and wiring from the site.

2. Verify Service equipment has been legibly marked in field with the maximum available fault current per NEC 110.24 (A). Field marking shall include date the fault current calculation was performed and be weather & UV rated. Service equipment shall not be hand labeled.
3. Submit each key with matching duplicate. Wire all keys for each lock securely together. Tag and plainly mark with lock number or equipment identification, and indicate physical location, such as panel or switch number.
4. Verify that as-installed drawings have been placed in all new or modified panels
5. Provide the following final documentation to the Owner:
 - a. A listing of warranty information.
 - b. Each "operation and maintenance" manual shall be modified or supplemented by the Supplier to reflect all field changes and as-built conditions.
 - c. Full size record drawings neatly marked accurately showing the information required herein.
 - d. Two (2) electronic copies of all final documentation to reflect as-built conditions.
 - e. Four (4) USB drives with copies of all final documentation to reflect as-built conditions.

APPENDIX "A"

TEST FORMS

Index of Forms:

	Bill of Materials
	Scheduled Test Request Form
TF1	Power and Control Conductor Test Form
TF2	Instrumentation Conductor Test Form
TF3	Grounding System Test Form
TF4	Visual and Mechanical Inspection Form
TF5	Panel-Board Test Form
TF6	Operational Device Checks and Tests Form
TF7	Phase Rotation Test Form
TF8	MCC Device Test Form
TF9	Breaker Device Test Form
TF10	Motor Test Form
TF11	Factory Test Checkout Form
TF13	I/O Point Checkout Test Sheet
TF16	VFD or Soft Starter Program Parameter Record Sheet

BILL OF MATERIAL

PROJECT: _____
LOCATION: _____

DATE / /
PAGE

[illegible]

SCHEDULED TEST REQUEST FORM

COMPANY PERFORMING TEST: _____
TESTING PERSONNEL : _____
PHONE NUMBER OF COMPANY: _____
TEST PROCEDURE SUBMITTAL: _____ APPROVED : ____/____/____
SCHEDULED TEST DATE : _____ DATE : ____/____/____

TIME	DESCRIPTION OF TEST
8:00	
9:00	
10:00	
11:00	
12:00	
13:00	
14:00	
15:00	
16:00	

NOTES:

TESTED BY : _____ DATE : ____/____/____
WITNESSED BY: _____

POWER AND CONTROL CONDUCTOR TEST FORM						
TEST FORM (TF1)						
EQUIPMENT NAME : _____ LOCATION : _____						
CALIBRATION EQUIPMENT DESCRIPTION _____				DATE: _____		
CONDUCTOR NUMBER	INSULATION TESTS					
	PHASE TO GROUND			PHASE TO PHASE		
	A	B	C	AB	BC	CA
NOTES: Record insulation test values in meg-ohms.						
TESTED BY : _____				DATE : ____ / ____ / ____		
WITNESSED BY: _____						

INSTRUMENTATION CONDUCTOR TEST FORM

TEST FORM (TF2)

EQUIPMENT

NAME : _____ LOCATION : _____

CALIBRATION EQUIPMENT

DATE: _____

DESCRIPTION : _____

CONDUCTOR PAIR NUMBER	CONTINUITY TESTS		INSULATION TESTS		
	CONDUCTOR TO CONDUCTOR	CONDUCTOR TO SHIELD	CONDUCTOR TO CONDUCTOR	CONDUCTORS TO GROUND*	SHIELD TO GROUND

NOTES:

* With both conductors tied together

Record continuity test values in ohms.

record insulation test values in meg-ohms.

TESTED BY : _____

DATE : ____/____/____

WITNESSED BY: _____

GROUNDING SYSTEM TEST FORM

TEST FORM (TF3)

CALIBRATION EQUIPMENT

DATE: _____

DESCRIPTION :

FALL IN POTENTIAL TEST

MAIN GROUND LOCATION	APPLIED VOLTAGE V	MEASURED POINT 1 VOLTAGE	MEASURED POINT 2 VOLTAGE	MEASURED POINT 3 VOLTAGE	CALCULATED RESISTANCE OHMS

TWO POINTS TESTS

EQUIPMENT NAME	EQUIPMENT #	CIRCUIT #	APPLIED CURRENT	MEASURED VOLTAGE	CALCULATED RESISTANCE OHMS

NOTES:

TESTED BY : _____
WITNESSED BY: _____

DATE : ____/____/____

VISUAL AND MECHANICAL INSPECTION FORM

TEST FORM (TF4)

EQUIPMENT

NAME : _____ LOCATION : _____

NAMEPLATE DATA

MFGR. :	_____	SERIES # :	_____
MODEL # :	_____	U.L. # :	_____
VOLTAGE :	_____	PHASE :	_____
AMPERAGE :	_____	SERVICE :	_____
BUS TYPE :	_____	BUS BRACING:	_____
VERT. BUS :	_____	HORZ. BUS :	_____
GND. BUS :	_____	NEU. BUS :	_____
ENCLOSURE :	_____		_____
	_____		_____

INSPECTION CHECK LIST

ENTER: A-ACCEPTABLE R-NEEDS REPAIR OR REPLACEMENT NA-NOT APPLICABLE

TIGHTEN ALL BOLTS AND SCREWS	_____
TIGHTEN ALL WIRING AND BUS CONNECTIONS	_____
VERIFY ALL BREAKERS AND FUSES HAVE PROPER RATING	_____
CHECK BUS BRACING AND CLEARANCE	_____
CHECK MAIN GROUNDING CONNECTION AND SIZE	_____
INSPECT GROUND BUS BONDING	_____
CHECK EQUIPMENT GROUNDS	_____
CHECK CONDUIT GROUNDS AND BUSHINGS	_____
INSPECT NEUTRAL BUS AND CONNECTIONS	_____
CHECK HEATERS AND THERMOSTATS	_____
CHECK VENTILATION AND FILTERS	_____
CHECK FOR BROKEN OR DAMAGED DEVICES	_____
CHECK DOOR AND PANEL ALIGNMENT	_____
INSPECT ANCHORAGE	_____
CHECK FOR PROPER CLEARANCES AND WORKING SPACE	_____
REMOVE ALL DIRT AND DUST ACCUMULATION	_____
INSPECT ALL PAINT SURFACES	_____
CHECK FOR PROPER WIRE COLOR CODES	_____
INSPECT ALL WIRING FOR WIRE LABELS	_____
CHECK FOR PROPER WIRE TERMINATIONS	_____
CHECK FOR PROPER WIRE SIZES	_____
INSPECT ALL DEVICES FOR NAMEPLATES	_____
CHECK IF DRAWINGS MATCH EQUIPMENT	_____
CHECK ACCURACY OF OPERATION & MAINTENANCE	_____

TESTED BY : _____

DATE : ____/____/____

WITNESSED BY: _____

PANEL-BOARD TEST FORM

TEST FORM (TF5)

PANEL NAME: _____ LOCATION : _____

NAMEPLATE DATA

MFGR. : _____	SERIES # : _____
MODEL # : _____	U.L. # : _____
VOLTAGE : _____	PHASE : _____
AMPERAGE : _____	SERVICE : _____
BUS TYPE : _____	BUS BRACING: _____
VERT. BUS : _____	HORZ. BUS : _____
GND. BUS : _____	NEU. BUS : _____
ENCLOSURE : _____	MAIN BKR : _____

CALIBRATION EQUIPMENT
DESCRIPTION :

DATE: _____

INSULATION RESISTANCE TESTS - MEGOHMS					
A-GND	B-GND	C-GND			

INSPECTION CHECK LIST

ENTER: A-ACCEPTABLE R-NEEDS REPAIR OR REPLACEMENT NA-NOT APPLICABLE

TIGHTEN ALL BOLTS AND SCREWS	_____
TIGHTEN ALL WIRING AND BUS CONNECTIONS	_____
VERIFY ALL BREAKERS AND FUSES HAVE PROPER RATING	_____
CHECK BUS BRACING AND CLEARANCE	_____
CHECK MAIN GROUNDING CONNECTION AND SIZE	_____
INSPECT GROUND BUS BONDING	_____
CHECK EQUIPMENT GROUNDS	_____
CHECK CONDUIT GROUNDS AND BUSHINGS	_____
INSPECT NEUTRAL BUS AND CONNECTIONS	_____
CHECK FOR BROKEN OR DAMAGED DEVICES	_____
CHECK DOOR AND PANEL ALIGNMENT	_____
INSPECT ANCHORAGE	_____
CHECK FOR PROPER CLEARANCES AND WORKING SPACE	_____
REMOVE ALL DIRT AND DUST ACCUMULATION	_____
INSPECT ALL PAINT SURFACES	_____
CHECK FOR PROPER WIRE COLOR CODES	_____
INSPECT ALL WIRING FOR WIRE LABELS	_____
CHECK FOR PROPER WIRE TERMINATIONS	_____
CHECK FOR PROPER WIRE SIZES	_____
INSPECT ALL DEVICES FOR PROPER LEGEND NAMEPLATES	_____

CALIBRATION TEST EQUIPMENT PART NO.

DATE CALIBRATED:

TESTED BY : _____
WITNESSED BY: _____

DATE : ____/____/____

OPERATIONAL DEVICE CHECKS AND TESTS FORM

TEST FORM (TF6)

NAME : _____

LOCATION : _____

[illegible]

TESTED BY : _____ DATE : ____/____/____
WITNESSED BY : _____

NOTES:

PHASE ROTATION TEST FORM

TEST FORM (TF7)

EQUIPMENT NAME	EQUIPMENT #	CIRCUIT #	PHYSICAL PHASE LOCATION	PHASE COLOR CODE	MEASURED PHASE ROTATION

NOTES:

Use phase tester to verify all circuits and equipment have a clockwise A-B-C phase rotation.

Physical phase locations: Left to Right - LR or Top to Bottom - TB

Phase color codes: Brown, Orange, & Yellow -BOY

Black, Red, & Blue -BkRBe

CALIBRATION EQUIPMENT

DESCRIPTION: _____

DATE : ____/____/____

TESTED BY : _____

WITNESSED BY: _____

DATE : ____/____/____

MCC DEVICE TEST FORM

TEST FORM (TF8)

MCC # : _____ CUBICLE : _____
EQUIP NAME: _____ EQUIP # : _____

MOTOR DATA		CONTACTOR DATA	
H.P. : _____		MFGR. : _____	PART # : _____
F.L.A. : _____		NEMA SIZE : _____	COIL VOLT : _____

CALIBRATION EQUIPMENT DATE: _____
DESCRIPTION : _____

OVERLOAD TESTS

MFGR. : _____ HEATER # : _____ RANGE : _____
PART # : _____ FINAL OVERLOAD SETTING: _____

TEST AMPS	MEASURE TRIP TIME @ TEST AMPS			MFGR LISTED TRIP TIME	AMBIENT COMPENSATION
	PHASE A	PHASE B	PHASE C		

BREAKER TESTS

MRGR. : _____ PART # : _____ FRAME # : _____

CONTACT RESISTANCE TESTS - OHMS			INSULATION RESISTANCE TESTS-MEGOHMS		
PHASE A	PHASE B	PHASE C	A-GND	B-GND	C-GND

MFGR TRIP TIME @300% MIN: _____ BREAKER RATING / RANGE: _____
MFGR TRIP TIME @300% MAX: _____ FINAL BREAKER SETTING: _____
MFGR INST. PICKUP AMPS: _____

TIME-CURRENT TEST			INSTANTANEOUS TRIP TEST - AMPS		
TRIP TIME IN SECONDS @ 300% AMPS					
PHASE A	PHASE B	PHASE C	PHASE A	PHASE B	PHASE C

NOTES:

TESTED BY : _____ DATE : ____/____/____
WITNESSED BY: _____

BREAKER DEVICE TEST FORM

TEST FORM (TF9)

FEEDER : _____ LOCATION : _____
EQUIP NAME: _____ EQUIP # : _____
EQUIP H.P. : _____ EQUIP KVA : _____

MFGR. : _____ PART # : _____ FRAME # : _____
VOLTAGE : _____ INTERRUPT : _____ CHARACTER: _____
RATING CURVE

CALIBRATION EQUIPMENT _____ DATE: _____

DESCRIPTION : _____

CONTACT RESISTANCE TESTS - OHMS INSULATION RESISTANCE TESTS - MEGOHMS

PHASE A	PHASE B	PHASE C	A-GND	B-GND	C-GND

MFGR TRIP TIME @300% MIN : _____ BREAKER RATING / RANGE: _____
MFGR TRIP TIME @300% MAX: _____ FINAL BREAKER SETTING : _____
MFGR INST. PICKUP AMPS: _____

TEST-CURRENT TESTS			INSTANTANEOUS TRIP TEST - AMPS		
TRIP TIME IN SECONDS @ 300% AMPS					
PHASE A	PHASE B	PHASE C	PHASE A	PHASE B	PHASE C

ADDITIONAL TESTS AND SETTING AS APPLICABLE

FUNCTION	PICKUP		DELAY-TIME		
	RANGE	SETTING	RANGE	SETTING	
LONG TIME					
SHORT TIME					
GROUND FLT.					

NOTES:

TESTED BY : _____ DATE : ____/____/____
WITNESSED BY: _____

MOTOR TEST FORM

TEST FORM (TF10)

EQUIPMENT

NUMBER : _____ NAME : _____

CALIBRATION EQUIPMENT

DATE: _____

DESCRIPTION : _____

NAMEPLATE DATA - FIELD RECORDED

MANUFACTURER		MODEL #		SERIAL #		FRAME #	
H.P.	R.P.M	F.L.A	VOLTS	PHASE	FREQ.	P.F.	S.F.
CODE	N.E.M.A.	INSUL.	ENCLOSUR.	DUTY	DESIGN		

CALIBRATION EQUIPMENT

DESCRIPTION : _____ DATE: _____

INSULATION TESTS PHASE TO GROUND MEG-OHMS			MOTOR FRAME GROUNDING SYSTEM TEST			MOTOR HEATER	MOTOR THERMAL
A	B	C	APPLIED VOLTS	MEAS. AMPS	CALC. OHMS	MEAS. AMPS	TRIP TEST

MOTOR TESTS - MEASURED VALUES

AMPERAGE			VOLTAGE			POWER FACTOR	WATTAGE
A	B	C	AB	BC	CA		

NOTES:

VOLTAGE, AMPERAGE, POWER FACTOR, & WATTAGE SHALL BE RECORDED WITH A TRUE RMS METER.

TESTED BY : _____
WITNESSED BY: _____

DATE : ____/____/____

FACTORY TEST
MCC/CONTROL PANEL CHECKOUT FORM (TF11)

Manufacturer: _____ **Location:** _____
Tel: _____
Test Equipment: Description _____ Calib Date: _____

MCC / Control Panel: _____ **TEST RESULT**

OVERALL PANEL INSPECTION	<u>Pass</u>	<u>Fail</u>
1. All front panel and back panel components mounted securely.....	☐	☐
2. All wiring terminated and labeled correctly.....	☐	☐
3. All components, wiring, and labeling accurately reflected on the drawings..	☐	☐
POWER-UP INSPECTION		
1. Voltage levels on load side of circuit breakers.....	☐	☐
2. Voltage levels at the DC terminals of the power supply.....	☐	☐
3. Voltage levels at the DC power distribution terminals.....	☐	☐
POWER DISTRIBUTION AND GENERAL COMPONENT TESTING		
1. Power distribution to the appropriate components.....	☐	☐
2. Operation of the ancillary components such as receptacles, work lights, etc.	☐	☐
CONTROL COMPONENTS CHECKS		
1. Operators (push buttons, selector switches, pilot lights).....	☐	☐
2. Inputs from External Sources.....	☐	☐
3. Outputs to External Sources.....	☐	☐
4. Relay Logic.....	☐	☐
5. PLC I/O and Program Verification.....	☐	☐
6. O/I Display Verification.....	☐	☐

Notes:

1. For relay logic checks, each rung of the elementary or loop diagram is to be highlighted in yellow as they are verified for correct control functions.
2. For PLC I/O and program verification, the control strategies shall be highlighted in yellow as each logic function is tested.

Tested by: _____

Witnessed by: _____

Date: _____

I/O POINT CHECKOUT TEST FORM

TEST FORM (TF13)

I/O TYPE : _____

LOCATION : _____

TEST EQUIPMENT : _____

CAL. DATE : _____

[illegible]

NOTES:

TESTED BY : _____
WITNESSED BY: _____

DATE : / /

VFD OR SOFT STARTER PROGRAM PARAMETER RECORD SHEET			
TEST FORM (TF16)			
EQUIPMENT NAME : _____ LOCATION : _____			
PARAMETER NUMBER	PARAMETER DESCRIPTION	DEFAULT SETTING	FIELD SETTING

NOTES:

TESTED BY : _____
DATE : ____ / ____ / ____

WITNESSED BY: _____

APPENDIX "B"

DEVICE INDEX

26 05 00 DEVICE INDEX

E-DWG	P&ID DWG	TAG	NO.	DESCRIPTION	TYPE	SPECIFICATION	MINIMUM NEMA RATING	SIZE	SP / RANGE	UNITS	DWG REF DET MOUNTING	NOTES AND ACCESSORIES	26 05 00 TEST FORM
-	I2	FE	53106	Flow Element	Mag	Existing	-	-	-	-	-	-	-
-	I2	FIT	53106	Flow Indicating Transmitter	Mag	Existing	-	-	-	-	-	-	-
-	I2	LCPx	12278	Local Control Panel	Hydraulic	Div 40	12	24"	120V	-	Dwg GE5-5		TF-6
-	I2	LCPx	12279	Local Control Panel	Hydraulic	Div 40	12	16"	120V	-	Dwg GE5-5		TF-6
-	I2	LCPx	12280	Local Control Panel	Hydraulic	Div 40	12	16"	120V	-	Dwg GE5-5		TF-6
-	I2	LCPx	53457	Local Control Panel	Hydraulic	Div 40	12	24"	120V	-	Dwg GE5-5		TF-6
-	I2	MOVx	12278	Motor Operated Valve	Hydraulic	Div 40	6P	24"	120V	-	Pipe		TF-6
-	I2	MOVx	12279	Motor Operated Valve	Hydraulic	Div 40	6P	16"	120V	-	Pipe		TF-6
-	I2	MOVx	12280	Motor Operated Valve	Hydraulic	Div 40	6P	16"	120V	-	Pipe		TF-6
-	I2	MOVx	53457	Motor Operated Valve	Hydraulic	Div 40	6P	24"	120V	-	Pipe		TF-6
-	I2	PIT	53104	Pressure Ind Transmitter	-	Existing	-	-	-	-	-	-	-
-	I2	PIT	53105	Pressure Ind Transmitter	-	Existing	-	-	-	-	-	-	-
-	I2	TSH	53101	Temperature Switch	-	Existing	-	-	-	-	-	-	-
-	I2	TSH	53102	Temperature Switch	-	Existing	-	-	-	-	-	-	-
-	I2	TSH	53103	Temperature Switch	-	Existing	-	-	-	-	-	-	-

APPENDIX "C"

PLC I/O LIST

Index of I/O Cards:

Slot 2 – Digital Input

Slot 6 – Analog Output

CITY OF ROSEVILLE - PLEASANT GROVE BLVD PUMP STATION
PLC I/O LIST
SLOT 2 DIGITAL INPUTS

Point	P & ID	* Tag Number	Description	Specifier	I/O	0 State	1 State
0	I2	YAXX 53457	24" Valve PS Fail	Local:2:I.CH0DATA	Reuse	Normal	Active
1	I2	MOVX 53457	24" Valve PS Bypass Close Status	Local:2:I.CH0DATA	Reuse	Null	Open
2	I2	ZSOX 53457	24" Valve PS Bypass Open Status	Local:2:I.CH2DATA	Reuse	Null	Close
3	I2	YAXX 01278	24" Valve PRS Bypass Fail	Local:2:I.CH0DATA	Reuse	Normal	Active
4	I2	MOVX 01278	24" Valve PRS Bypass Close Status	Local:2:I.CH0DATA	Reuse	Null	Open
5	I2	ZSOX 01278	24" Valve PRS Bypass Open Status	Local:2:I.CH2DATA	Reuse	Null	Close
6	I2	YAXX 01280	16" Valve PRS Zone 4 Fail	Local:2:I.CH0DATA	Reuse	Normal	Active
7	I2	MOVX 01280	16" Valve PRS Zone 4 Close Status	Local:2:I.CH0DATA	Reuse	Null	Open
8	I2	ZSOX 01280	16" Valve PRS Zone 4 Open Status	Local:2:I.CH2DATA	Reuse	Null	Close
9	I2	YAXX 01279	16" Valve PRS Zone 1 Fail	Local:2:I.CH0DATA	Reuse	Normal	Active
10	I2	MOVX 01279	16" Valve PRS Zone 1 Close Status	Local:2:I.CH0DATA	Reuse	Null	Open
11	I2	ZSOX 01279	16" Valve PRS Zone 1 Open Status	Local:2:I.CH2DATA	Reuse	Null	Close
12	I2		Spare	Local:2:I.CH12DATA	Existing	Off	On
13	I2		Spare	Local:2:I.CH13DATA	Existing	Off	On
14	I2		Spare	Local:2:I.CH14DATA	Existing	Off	On
15	I2		Spare	Local:2:I.CH15DATA		Off	On

NOTES: I/O

* PREFIX WD14

CITY OF ROSEVILLE - PLEASANT GROVE BLVD PUMP STATION
PLC I/O LIST
SLOT 6 ANALOG OUTPUTS

Point	P & ID	* Tag Number	Description	Specifier	I/O	Range	Eng Units
0	I2	ZCXX 53457	24" Valve PS Bypass Position Control	Local:6:O.CH0DATA	Reuse	0-100	%
1	I2	ZCXX 01278	24" Valve PRS Bypass Position Control	Local:6:O.CH1DATA	Reuse	0-100	%
2	I2	ZCXX 01279	16" Valve PRS Zone 4 Position Control	Local:6:O.CH2DATA	Reuse	0-100	%
3	I2	ZCXX 01280	16" Valve PRS Zone 1 Position Control	Local:6:O.CH3DATA	Reuse	0-100	%

NOTES: I/O

* PREFIX WD14

END OF SECTION

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SECTION 26 05 73

ELECTRICAL SYSTEM ANALYSIS

PART 1 - GENERAL

1.01 Summary

- A. Provide the following submittals, per Section 26 05 00, for the electrical power system for the entire 240/120V distribution system:
 - 1. Short Circuit Study.
 - 2. Coordination Study
 - 3. Arc Flash Study.
- B. Short Circuit, and Arc Flash Studies shall be prepared, stamped and signed by a professional Electrical Engineer registered in the State of California and in accordance with IEEE 242, IEEE 399 ANSI/IEEE C37.13 and IEEE 519.
- C. Exceptions / Clarifications
 - 1. Itemize all exceptions and clarifications to the Contract Documents in a letter (located in the front of the submittal) on company letterhead.
 - 2. Exceptions that are noted in the study, but not listed on the Exceptions/Clarifications letter, will be considered as non-responsive and not accepted as changes to the Contract Documents.
 - 3. All exceptions taken from the Drawings and specifications shall be documented with justifications. When noting the exception, list which Drawings or which Specification Subsection number the exception is taken.
 - 4. Clarification requests shall list which Drawing or Specification Subsection number the clarification is required for.
- D. Provide two (2) DVDs at the completion of the project. One DVD will contain the as-built set of studies, reports, settings, etc. The other DVD will contain the original source format of input data used for the PC based computer software, including all SKM files used to create the studies. Provide all setup information used for the computer based study and report.
- E. For each resubmittal, provide a copy of submittal comments and a separate letter, on Company letterhead, identifying how each submittal comment has been addressed in the resubmittal.
- F. When submittals are provided in PDF format, utilize the "Bookmark" feature of the Adobe Acrobat and clearly bookmark locations in the report to locations identified in the Report's Table of Contents. Bookmarks shall not be out of order; the English description shall match that listed in the Report's Table of Contents.

1.02 Sequencing and Scheduling

- A. It is the responsibility of those performing the electrical system analysis to collect and field verify all data. This includes verifying existing electrical distribution and obtaining all data from the Utility Company, Generator supplier and vendors necessary for completing the requested studies. Utilize proposed load data for the Studies obtained from submittals, Utility Company, Generator manufacturers, field verifications, etc.
- B. Contractor shall provide letter certifying the inspection and verification of existing equipment and distances used in study.

- C. A complete Protective Device Coordination Study shall be submitted within 60 days after approval of Short Circuit Study.
- D. At the completion of the project, all studies shall be resubmitted with all calculations rerun, data and graphs updated to reflect as-left conditions. Provide new Arc Flash labels to reflect as-constructed equipment and as-left circuit breaker settings.
- E. When previous electrical system analysis studies are available and provided to the Contractor, it is the Contractor's responsibility to verify the accuracy of the data used and to update it to match existing conditions.

PART 2 - PRODUCTS

2.01 General

- A. Equipment and component titles and numbers used in the Studies shall be identical to the equipment and component titles and numbers shown on the Drawings.
- B. Perform Studies using PC based computer software. State program name and version (e.g. version 2.1) in report.
- C. Perform complete fault calculations for Utility and generator sources. Equipment shall not be grouped as a single large load; they shall be treated as individual loads. When generators are incorporated into the system, develop two separate networks: one with utility only (no generator attached) and one with generator only (no utility attached)
- D. Complete protective device coordination study listing all device settings shall be utilized during start-up of electrical equipment.
- E. Provide unique page numbers for every sheet in Study. Unique page numbers to be manually placed by Study Company after printout if study report doesn't assign page numbers.
- F. One line diagrams
 - 1. Shall be readable on 11" x 17" paper. One line diagrams shall be redrawn in AutoCAD on multiple sheets if necessary or as requested by Owner.
 - 2. Buses and branches shall have descriptive names matching one line diagram or existing system (i.e. not Bus-0084).
 - 3. Automatic transfer switches (ATSS), Main Switchboards (MSBs), shall not have multiple node buses.
 - 4. Primary and secondary for transformers, Variable Frequency Drives (VFDs), etc. shall be changed to node buses.

2.02 Short Circuit Study

- A. Include the following in the short circuit study:
 - 1. Cable impedances based on copper conductors.
 - 2. Bus impedances based on copper bus bars.
 - 3. Transformer impedances based on tolerances specified in ANSI C57.12.00.
 - 4. Source data (i.e. cable lengths, sizes, and quantity, for all runs in study, listing of bus loads, etc.).
 - 5. Utility data:
 - a. Size of Utility transformer.
 - b. Impedance of Utility transformer.
 - c. Primary voltage of Utility transformer.
 - d. Fault information on primary side of Utility transformer:
 - 1) Three phase bolted fault.
 - 2) X/R ratio (positive sequence).
 - 3) Line to ground fault.
 - 4) X/R ratio (zero sequence).
 - e. Protective relays (type & settings).
 - 6. Voltage drop and current flow at each node and load in system.

- B. Calculate Short Circuit interrupting duties for an assumed three-phase bolted fault and line-to-ground fault at each of the following locations:
1. Metering panels.
 2. Motor Control Center (MCC)
 3. All panelboards.
 4. 480V, 3 phase motor and equipment loads.
 5. 3 phase transformer secondaries.
 6. 240/208V equipment.
- C. Verify:
1. Equipment and protective devices are applied within their ratings.
 2. Adequacy of switchboard, panelboard and MCC bus bars to withstand Short Circuit stresses.
 3. Adequacy of transformer windings to withstand Short Circuit stresses and over-current.
 4. Cable sizes for ability to withstand normal and fault load currents.
- D. Provide the following in the Short Circuit study report:
1. Calculation methods and assumptions.
 2. Input data.
 3. Short circuit data:
 - a. Impedances.
 - b. X to R ratios.
 - c. Asymmetry factors.
 - d. Motor contributions.
 - e. Short Circuit kVA.
 - f. Symmetrical and asymmetrical line-to-line and line-to-ground fault currents.
 - g. Device evaluation including rating of equipment.
 - h. Bus evaluation including rating of equipment.
 - i. Source data, from Electric Utility Company. Include copy of correspondence with Utility Company indicating values used.
 - j. Source data from Generator Supplier (where applicable). Include copy of Generator provided values used.
 4. Tabulations of calculated quantities.
 5. Results, conclusions, and recommendations.
 6. One line diagram of distribution system
 7. Spreadsheet comparing the rating of the equipment and circuit breakers versus the calculated short circuit faults.
 8. Impedance diagram showing the resistances and reactances for all cables of the distribution system.
 9. Two studies (minimum) – one for one for actual equipment operating and one for arc flash reduction switch enabled (where applicable).
 10. Calculations for maximum and minimum contributions of fault current magnitude. The minimum calculation shall assume the minimum motor load. Conversely, the maximum calculation shall assume a maximum contribution from the Utility and shall assume motors to be operating under full-load conditions. The Study shall also calculate the fault current using in-rush current values.

2.03 Protective Device Coordination Study

- A. Provide Protective Device Coordination drawings for each section of distribution system that includes the following:
 1. Graphically diagram displaying coordination time-current curves on conventional log-log curve sheets. Each time-current curve shall have a unique identifier label. This identifier shall be used in the tabulated settings spreadsheet and on the associated one-line diagram.
 2. Time-current curves shall include the following curves (minimum):
 - a. Utility relays (phase & ground) and high voltage switchgear relays (phase and ground).
 - b. All upstream protective devices and breakers.
 - c. All MCP breaker and associated motor or equipment load. Duplicates of the same sized protective device and motor size may be omitted (i.e., when there are 3 pumps for same application).
 - d. All mechanical overloads.
 - e. All transformers and associated primary and secondary protection.
 - f. Unique identifier for each protective device.
 - g. Provide separate TCC for phase and ground curves.
 - h. TCC for Ground curves shall include the transformer magnetizing inrush currents for all transformers downstream of the circuit breaker. Ground shall clear the inrush currents.
 3. One-line diagram that applies to specific portion of distribution system associated with time-current curves. One-line diagram shall include the following:
 - a. Location of each device.
 - b. Power and voltage ratings, primary and secondary transformers amperages.
 - c. All significant circuit elements such as transformers, cables, breakers, fuses, relays, etc. with their corresponding amperage ratings.
 - d. Tag of each branch and node (shall be the same tags used in short circuit study).
 - e. Mechanical overload and contactor.
 - f. English description, equipment name, HP, and full load amp rating of motors and other 3 phase loads.
 - g. Terminate device characteristic curves at a point reflecting maximum fault current to which device is exposed as calculated in short circuit study.
 4. Time current curves shall be provided for all protective devices with adjustable settings.
- B. Characteristics plotted on time current curves shall include:
 1. Protective current relays.
 2. Fuses including manufacturer's minimum melts, total clearing, tolerance, and damage bands.
 3. Circuit breaker trip devices, including manufacturer's tolerance bands.
 4. Transformer full-load currents at 100% and 600%.
 5. Motor and equipment full load currents.
 6. Transformer magnetizing inrush currents.
 7. Transformer damage curves.
 8. ANSI transformer withstand parameters.
 9. Fault currents.
 10. Ground fault protective device settings.
 11. Other electronic protective devices.

- C. Provide the following recommended settings in spreadsheet format in the Protective Device Coordination study report:
1. Relay settings including CT values.
 2. Circuit Breakers adjustments:
 - a. Long Delay Pickup and Time.
 - b. Short Time Pickup and Time.
 - c. Instantaneous Pickup and Time.
 - d. Ground Pickup and Time.
 3. Programmable settings for all electronic devices. Settings for non-current relay settings shall also be provided.
 4. Settings shall be given both in amps and seconds as well as the corresponding physical setting (i.e. 30A and setting B on MCP) for device.
 5. Identify protective device associated with each curve by manufacturer type, function and part number.

2.04 Arc Flash Hazard Study

A. General:

1. Arc flash boundary and incident energy shall be calculated using a PC computer program at all significant locations in the electrical network, including switchgears, switchboards, MCCs, transformers, and other major equipment where work could be performed on energized equipment.
2. Arc flash computation shall include both line and load side of main breaker calculations, where necessary.
3. Document method of calculation.
4. Do not include the motor contribution of motors fed by VFDs in the arc flash hazard study.

B. Safe working distances shall be indicated for calculated fault locations based upon the calculated arc flash boundary considering an incident energy of 1.2 cal/cm².

C. Study shall include the following:

1. All significant locations in 480 volt, 240 volt and 208 volt systems fed from transformers equal to or greater than 125 kVA.
2. Incident energy and arc flash protection boundary calculations in spreadsheet format in the Arc Flash Hazard study report.
3. Provide the following incident energy and flash protection boundary calculations in spreadsheet format in the Arc Flash Hazard study report (values shall be calculated for all electrical equipment in the power distribution system):
 - a. Arcing fault magnitude
 - b. Device clearing time
 - c. Duration of arc
 - d. Boundary for:
 - 1) Arc flash protection
 - 2) Limited shock approach
 - 3) Restricted shock approach
 - e. Working distance
 - f. Incident energy at 18 inches (in cal/sq.-cm)

- g. Recommendations for arc flash energy reduction for each location having more than 8 cal/sq.-cm. Provide preliminary cost estimate for implementing recommendations.
- h. List arc flash boundary in “inches” on label. No fractional distance in feet.
- 4. Provide recommendations for the Personal Protective Equipment (PPE) that the Owner should maintain on site.
- 5. Provide recommendations for safety label design that should be posted on electrical equipment.
- 6. Spreadsheet summarizing incident energy and flash protection boundary list Arc Flash Boundary in inches on label. No fractional distance in feet.

2.05 STUDY REPORTS

- A. Written reports submitted for approval shall contain:
 - 1. Scope of Studies performed.
 - 2. Explanation of bus and branch numbering system.
 - 3. Report calculations, tabulations and spreadsheets.
 - 4. Selected equipment deficiencies.
 - 5. Results of Short Circuit, & Arc Flash Studies.
 - 6. Comments, recommendations or suggestions regarding:
 - a. Changes and additions to equipment rating and/or characteristics.
 - b. Circuit protective devices improperly rated for overload or fault conditions.
 - c. Arc Flash protective equipment and safety labels.
 - 7. Tabulation spreadsheet for all protective device settings.
 - 8. Stamped, signed and dated by Electrical Engineer registered in the State of California who performed the analysis.
 - 9. Motors fed from VFDs and Soft Starters shall have their starting curves adjusted according on the TCC
- B. Reports are to be updated to reflect as-built conditions and placed in O&M manual, per Section 26 05 00 requirements.

PART 3 - EXECUTION

3.01 General

- A. Make minor modifications to equipment settings as required to accomplish conformance with the Short Circuit and Arc Flash Studies.
- B. Notify Engineer in writing of any required major equipment modifications.

3.02 FIELD TESTS

- A. Provide field testing of protective equipment.
- B. Adjust relay and protective device settings according to values established by Coordination Study.

3.03 ARC FLASH WARNING LABELS

- A. All Arc Flash warning labels shall meet NEC requirements, OSHA standards and NFPA recommendations.
- B. Provide and install 3.5 in. x 5 in. thermal transfer type labels of high adhesion polyester for each work location analyzed and as required by the NEC for flash protection on power distribution equipment.
- C. Each label shall have an orange header with the wording, "WARNING, ARC FLASH HAZARD," and shall include the following machine printed information:
 - 1. Location designation
 - 2. Nominal system voltage
 - 3. Arc Flash boundary
 - 4. Available Incident energy and corresponding working distance
 - 5. Minimum arc rating of clothing
 - 6. Site specific Level of PPE
 - 7. Engineering report number, revision number and issue date
 - 8. Company preparing report and contact phone number.
- D. Labels shall not be hand labeled.
- E. For all areas, Contractor shall post the following (do not list distances in decimal units if it's less than 5 feet, (i.e. 30 inches, not 2.5 feet, etc.):
 - 1. Working distances
 - 2. Shock hazard voltage
 - 3. Shock Approach Boundaries:
 - a. Limited
 - b. Restricted
- F. Provide Arc Flash labels for the each of the following pieces of equipment:
 - 1. 240V Panels
 - 2. MCCs
 - 3. Switchboard
 - 4. Metering equipment
 - 5. Switchgears
 - 6. Control Panels
 - 7. All electrical equipment with an incident energy level greater than 1.2 Cal/cm².

8. Where Switchgear, Switchboard, MCC, Panelboard, Distribution Panel, etc feed multiple circuit breakers from the enclosure, provide separate line and load side Arc Flash Labels for the Main Circuit Breaker
 9. Provide separate labels at each circuit breaker that has arc flash reduction switches indicating the appropriate values when the switch is enabled.
- G. Labels shall be submitted for approval. No labels shall be installed without prior approval by Owner or Owner representative.

3.04 ARC FLASH TRAINING

- A. The Supplier shall train Owner personnel of the potential arc flash hazards associated with working on energized equipment (minimum of 4 hours). Maintenance procedures shall be in accordance with the requirements of NFPA 70E, Standard for Electrical Safety Requirements for Employee Workplaces and shall be provided in the equipment manuals.

END OF SECTION

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SECTION 40 05 57
ELECTRO-HYDRAULICALLY OPERATED
ACTUATORS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The actuators shall be self-contained with an Electro-Hydraulic system operating against an internal fail-safe return spring. The Electro-Hydraulic control module shall be supplied complete with sealed hydraulic, electronic and termination compartment watertight to IP68. The electronic compartment is to be double sealed to ensure protection of internal components during installation by segregating the cable glands and termination compartment. The unit shall be configured and commissioned by utilizing a non-intrusive setting tool to eliminate the need for opening the enclosures.
- B. The Electro-Hydraulic power module shall provide the source of hydraulic power to a single acting scotch yoke spring return drive. The hydraulic section of the control module and the scotch yoke shall be hydraulic oil filled and sealed to the environment and shall operate on a hydraulic pump and bleed principle.
- C. Lockable local controls shall be supplied as an integral part of the control module.
- D. An LCD display shall be provided to display status indication and alarm with a minimum 32- character text and multilingual capability. The display shall indicate position, pressure, commands, alarms and help screens.
- E. Panels shall be provided with engraved nameplate identifying name of panel, panel tagname, voltage and location of power source feeding it (i.e. Panelboard LP-1 Circuit #10, etc.).
- F. LED's shall be provided to indicate the actuator is open, closed or travelling.
- G. The Actuator shall be suitable for use in a two position control system.
- H. The actuator is to provide monitoring and fault alarm detection of the system and provide outputs for remote indication.
- I. All actuators shall be complete with provision for manual operation.

1.02 ACTUATOR SELECTION

- A. The available torque transmitted to a valve shaft through an electric or manual actuator shall be rated to include a 25% safety factor in addition to the maximum torque required to fully open or close the valve under the maximum working pressures and prevailing flow conditions.
- B. The Contractor shall submit drawings and/or calculations used for specifying the valve torque at tendering stage.

PART 2 - GENERAL OPERATION

2.01 LOCAL INDICATION

- A. Separate red, green and yellow LED's shall be provided to indicate valve open limit, closed limit and intermediate position shall be supplied.
- B. Local mechanical indication shall be provided with a dial arrangement and graduated scale.
- C. A lockable three-position selector switch shall be provided.
 - 1. The switch shall provide two control modes, Local and Remote.
 - 2. The switch shall provide a third position, which inhibits local and remote operation of the actuator.
 - 3. The switch shall be lockable in all three positions. The switch positions shall be marked LOCAL; STOP (OFF); REMOTE or by suitable symbols to clearly identify the function of each switch position.
 - 4. The selector switch shall be designed in such a way as not to allow the ingress of water.

2.02 OPERATIONAL PRESSURE

- A. All valves shall be capable of being opened or closed automatically, under an unbalanced pressure equal to the operating pressure of 155 psi.

2.03 HYDRAULIC OPERATION AND POWER PACKS

A. GENERAL

- 1. A hydraulic power pack shall consist of a:
 - a. A control panel
 - b. Hydraulic cylinders
 - c. Electro-hydraulic powerpack consisting of: an electrically powered hydraulic pump, a hydraulic fluid reservoir, a manual backup operating system, control-, check- and relief valves, electrical distribution box and all hydraulic piping, fittings and anchoring.
 - d. 100-mm diameter glycerine filled pressure gauge with a range such that the normal hydraulic operating pressure reads at approximately ½ scale.
 - e. Built-in adjustable pressure release valve

2.04 MANUAL OPERATION

- A. All valves shall have a manual backup operation in order to open/close the valve during emergency conditions.
- B. The position indicator shall remain synchronized with the actual valve position during manual operation.
- C. When the hydraulic power pack is energized, the unit shall automatically return to normal operation without imparting any motion to the handwheel, thereby ensuring the safety of personnel.

2.05 DUTY CYCLE

- A. The rate of opening/closing shall be slow and adjustable.

1. Minimum Opening/Closing Time: 3 minutes
2. Maximum Opening/Closing Time: 30 minutes

B. Opening and closing may be continuous or incremental to meet time requirements.

2.06 POSITION AND PRESSURE MONITORING

- A. Feedback from the actuator shall be obtained from a position sensor. Position monitoring shall be provided using a high-resolution potentiometer or transducer, directly mounted to the actuator drive shaft
- B. An Analog position sensor shall measure the position within the bounds of the limits to a resolution of 0.1%. The position should read 0.0% at the closed limit and 100.0% at the open limit.
- C. A pressure sensor shall be used to measure the force being applied to the actuator. The pressure shall be used to detect obstructions in mid travel (between the two limits) and to torque seat a valve at one or both ends of travel (past the limits). When torque seating is required, an option should be included for the system to maintain pressure by re-starting the pump if the pressure drops below the desired pressure.
- D. Hysteresis adjustment for over and under pressure shall be enabled, to compensate for hydraulic expansion or contraction due to ambient temperature changes at the open and closed limits.
- E. Alarms to be displayed on the LCD display.

2.07 PC SOFTWARE

- A. Software is to be provided to allow the actuator files to be uploaded to a PC for review of the settings and analysis of events and trends.

2.08 ALARM AND LIMIT RELAYS:

- A. Alarm Monitor relay shall be provided to de-energize on loss of mains power, hardware, local controls, position sensor fault, and EEPROM error.
- B. Three output relays are to be provided and shall be able to be configured for specific alarms to suit the application.
- C. The options are to be as follows:
 1. Closed Limit
 2. Open Limit
 3. Position (% Open)
 4. Motor Running
 5. Closing
 6. Opening
 7. Moving
 8. Stall (mid-travel)
 9. Stall (end of travel)
 10. Stall (any position)
 11. Over pressure (mid-travel)
 12. Over pressure (end of travel)

13. Over pressure (any position)
14. Stop Selected
15. Local Selected
16. Remote Selected
17. Control Alarm
18. ESD Active
19. Monitor
20. Fault Alarm
21. Temperature % Trip
22. Manual override switch
23. External manual reset switch
24. Acc. pressure switch
25. Motor thermostat switch
26. Partial stroke passed
27. Partial stroke failed

2.09 ELECTROMECHANICAL LIMIT SWITCHES

- A. The actuator should be supplied with a minimum of two adjustable SPDT switch contacts as an independent means of indication on critical loops.
- B. Position limit switches shall be fully adjustable over the full range of valve travel. When mechanical limit switches are used for external indication, the appropriate contacts shall open at their pre-set limits of travel. They shall also function when the actuator is operated by a manual override.

2.10 TORQUE LIMIT SWITCHES

- A. Torque limit switches shall be provided to sense an overload condition in either clockwise or counterclockwise operation to protect the valve and actuator. These torque switches shall be adjustable over the entire torque range specified for the actuator. A back-up torque limit switch shall be provided with a “faulty system” warning light.

2.11 TRAVEL LIMIT SWITCHES

- A. Travel limit switches shall be provided to stop the actuator at the required extremes of travel and shall be set to trip the actuator operation before the actuator torque limit switches are activated. The positions of these travel limit switches shall be adjustable, permitting adjustment to the valve shaft travel. These limit switches shall remain synchronized with the valve shaft travel for both motor and hand powered actuator operation. Provision shall be made for protection against unauthorized tampering with these limit switches.

PART 3 - CONSTRUCTION

3.01 GEARBOX DRIVE UNITS

- A. General
 1. Gears shall be machine cut and totally enclosed in weatherproof enclosures.
 2. Shafts, gears and other rotating components shall be supported on heavy-duty roller bearings to provide the highest possible efficiency.

3. The gearbox shall be coated internally and externally with re-coatable polyurethane.
4. A seal shall be provided on the input shaft of the gearbox to prevent water from entering the gearbox.
5. A weephole (diameter 10mm minimum or machined groove 10 wide and 4 deep) shall be provided between the valve and gearbox to release any seepage water in the event of seal failure.

B. Lubrication

1. The gearbox lubricants shall be such that the gearbox can be mounted at any angle without any lubricant leaking from the gearbox enclosure.
2. If a gearbox is 100% filled with lubricant, the gearbox shall be provided with a maintenance free membrane breather with sufficient capacity to accommodate the expansion of the lubricant over the full temperature range.
3. Gears shall be fully covered with lubricant to prevent corrosion.

3.02 SHEARPINS

- A. Easily replaceable shear pins shall be provided on gearboxes to prevent damage to the valve if excessive force is applied on the hand wheel in the fully open or closed positions. A spare pin shall be attached to each valve. The shear pins shall be detailed and specified in the manufacturer's operating manual.

3.03 ACTUATOR MOUNTINGS

- A. The actuator shall be mounted directly onto the valve body or gearbox. Should a particular application require an adaptation device, any such device shall be a specific proprietary design for a particular type of valve. A comprehensive design of any such adaptation shall be submitted to the Engineer for approval.
- B. Provision shall be made for a weep hole to release any seepage water from the valve in order to protect the gearbox/actuator from contamination.
- C. The attachment of the actuator to the valve body shall be such that the actuator may be detached without disturbing the valve position.
- D. The valve manufacturer shall ensure that there is no visible movement of the actuator on the mounting adapter or valve body when the actuator is in operation.

3.04 PIPES AND FITTINGS

- A. All hydraulic tubing (seamless), fittings, double ferule type couplings, supports and anchorage shall be of stainless steel 316L.

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DRAWINGS

Project: **Pleasant Grove Pump Station VFD Upgrade and Valve Automation**

CITY OF ROSEVILLE

CONTRACT DOCUMENTS FOR DESIGN AND CONSTRUCTION OF

PLEASANT GROVE PUMP STATION

VFD UPGRADE & VALVE AUTOMATION

JANUARY 2023

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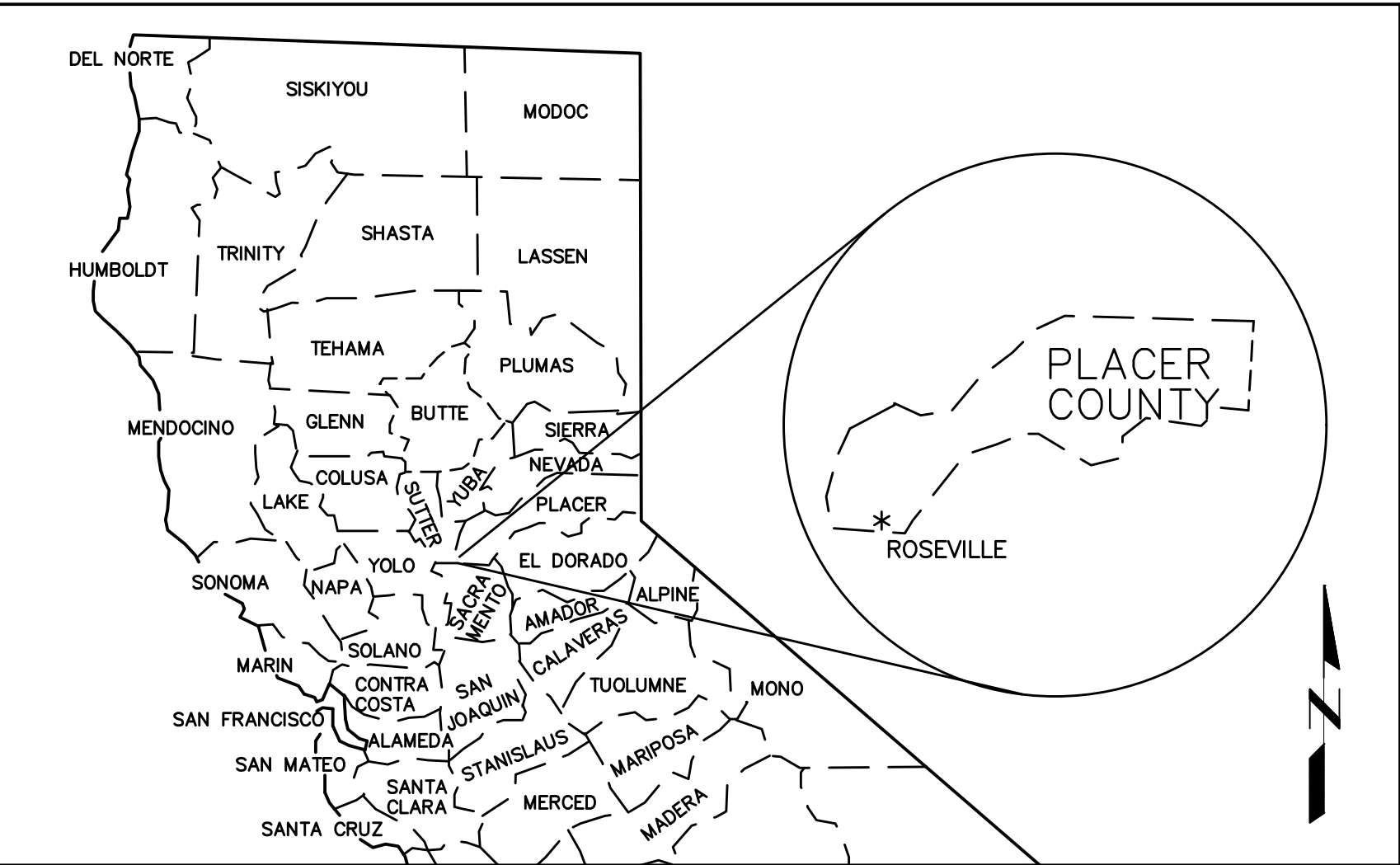
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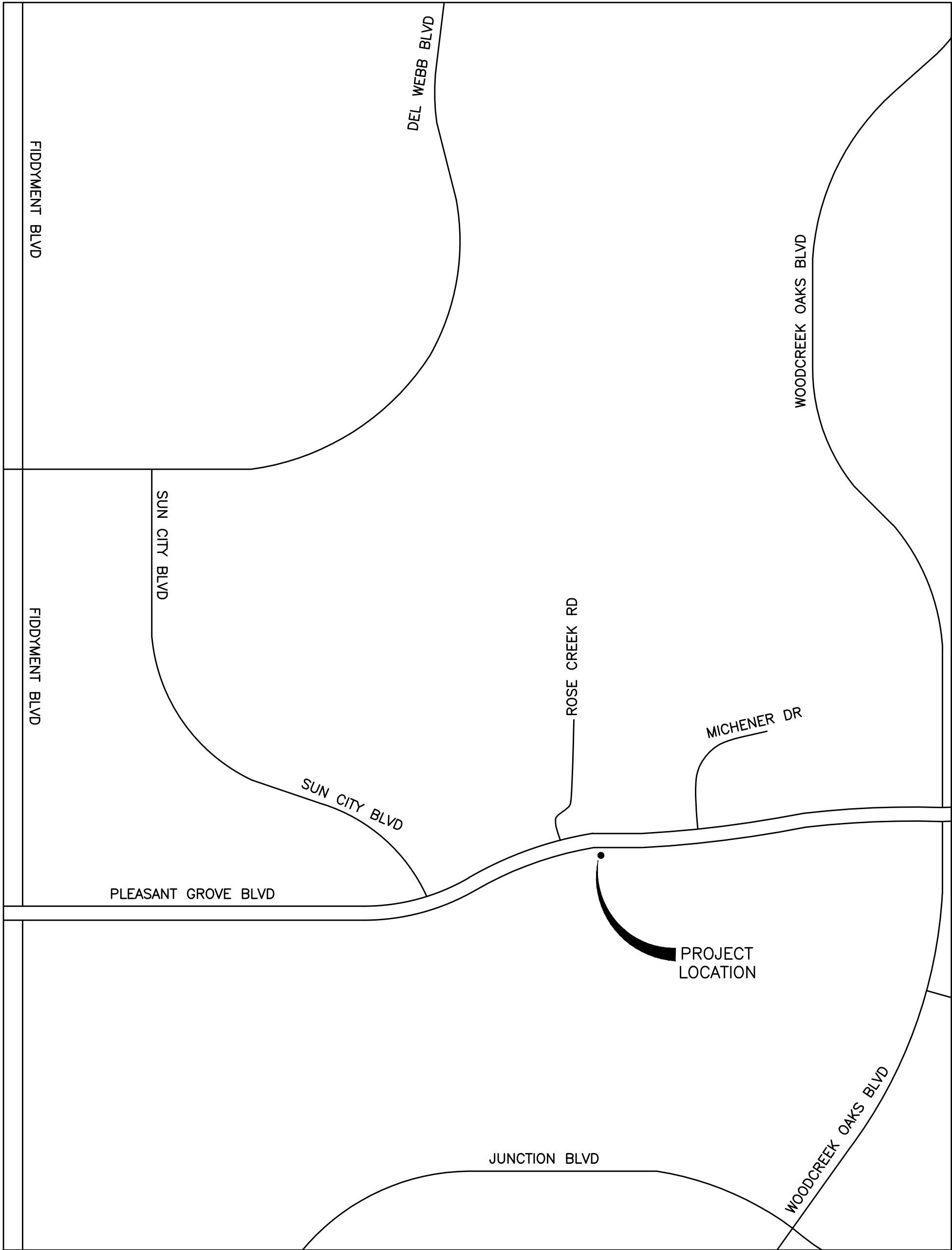
I2

EXISTING PLEASANT GROVE BLVD PUMP STATION P&ID



VICINITY MAP

NOT TO SCALE



LOCATION MAP

NOT TO SCALE

CITY OF ROSEVILLE - ENVIRONMENTAL UTILITIES	
APPROVED _____	DATE: _____
SEAN BIGLEY ASSISTANT ENVIRONMENTAL UTILITIES DIRECTOR ENVIRONMENTAL UTILITIES – WATER UTILITIES & GOVERNMENT RELATIONS CITY OF ROSEVILLE	
APPROVED _____	DATE: _____
JASON MARKS, P.E. SENIOR ENGINEER DEPARTMENT OF ENVIRONMENTAL UTILITIES CITY OF ROSEVILLE	
SUBMITTED _____	DATE: _____
DARYL HEIGHER, P.E. DOMENICHELLI & ASSOCIATES	

REV	DATE	BY	DESCRIPTION
REV	DATE	BY	DESCRIPTION

SCALE:

WARNING
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

DESIGNED	D. HEIGHER
DRAWN	M. DOMENICHELLI
CHECKED	S. ROGERS

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CALIFORNIA

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ROSEVILLE, CA 95747

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PLEASANT GROVE PUMP STATION VFD UPGRADE & VALVE AUTOMATION
TITLE SHEET

DWG. NO. G1
SHEET 1 OF 14

GENERAL:

1. ALL CONSTRUCTION AND MATERIALS MUST CONFORM TO THESE PLANS AND SPECIFICATIONS AND THE LATEST EDITION AND AMENDMENTS OF THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS.
2. THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION MEETING TWO-WEEKS PRIOR TO STARTING WORK. MEMBERS OF THE CITY OF ROSEVILLE DEVELOPMENT SERVICES, ENVIRONMENTAL UTILITIES DEPARTMENT AND ALL OTHER UTILITY REPRESENTATIVES SHALL BE NOTIFIED BY THE CONTRACTOR AS TO THE DATE, TIME AND LOCATION OF THE MEETING.
3. THE CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. ANY DAMAGE TO EXISTING FACILITIES, LANDSCAPING, ETC, RESULTING FROM CONSTRUCTION MUST BE REPAIRED TO CURRENT CITY STANDARDS AND AT CONTRACTOR'S EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE PUBLIC WORKS INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY'S ACCEPTANCE OF THE IMPROVEMENTS.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL PERMITS NECESSARY TO PERFORM THE WORK SHOWN ON THESE PLANS FROM THE APPROPRIATE AGENCIES.
5. SHOULD ANY CULTURAL RESOURCES, SUCH AS STRUCTURAL FEATURES, UNUSUAL AMOUNTS OF BONE OR SHELL, ARTIFACTS, HUMAN REMAINS, OR ARCHITECTURAL REMAINS BE ENCOUNTERED DURING ANY CONSTRUCTION ACTIVITIES, WORK SHALL BE SUSPENDED AND THE CITY SHALL BE NOTIFIED IMMEDIATELY. CONTRACTOR SHALL COMPLY WITH ALL CONTRACT REQUIREMENTS FOR PROTECTION OF CULTURAL AND ARCHITECTURAL RESOURCES.
6. CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL POLLUTION CONTROL RULES, REGULATIONS, ORDINANCES AND STATUTES WHICH APPLY TO ANY WORK PERFORMED PURSUANT TO THE CONTRACT, INCLUDING ANY WATER POLLUTION CONTROL RULES, REGULATIONS AND STATUTES SPECIFIED BY THE MOST CURRENT STATE OF CALIFORNIA NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY. IN THE EVENT OF ANY VIOLATIONS THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL FINES, CITATIONS, PENALTIES AND ALL OTHER JUDGEMENTS THAT SHALL BE IMPOSED.
7. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR MUST REQUEST IN WRITING FROM THE ENGINEER SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.

UTILITIES:

8. THE TYPES, LOCATIONS AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
9. THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION OF THE NEW IMPROVEMENTS, CONNECTING TO EXISTING IMPROVEMENTS AND UTILITIES. THE CONTRACTOR IS SOLELY RESPONSIBLE TO PROVIDE ALL LABOR AND EQUIPMENT NECESSARY TO LOCATE EXISTING UNDERGROUND FACILITIES.
- 10.THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL PROGRAM. THE CONTRACTORS SHALL NOTIFY THE U.S.A. CENTER 2 WORKING DAYS, NOT INCLUDING THE DATE OF NOTIFICATION, BUT NOT MORE THAN 14 CALENDAR DAYS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING TOLL-FREE NUMBER: (800) 642-2444. 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. LOCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING FROM EXCAVATION.
- 11.ANY EXCAVATION WITHIN 5 FEET OF EXISTING OVERHEAD UTILITY POLES REQUIRES NOTIFICATION OF ROSEVILLE ELECTRIC. COORDINATE WITH ROSEVILLE ELECTRIC A MINIMUM OF 2-WEEKS IN ADVANCE OF DOING THE WORK. CONTACT JOSEPH MCKINNEY (916) 241-6776.
- 12.WHEN WORKING AROUND COMMUNICATION LINES THE CONTRACTOR SHALL FIRST DETERMINE THE OWNER, NOTIFY THEM, AND HAVE THE OWNER PRESENT WHEN WORKING IN THE VICINITY OF THEIR UTILITY. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL COSTS ASSOCIATED WITH REPAIRS OF UTILITIES DAMAGED AS A RESULT OF CONSTRUCTION.

EXCAVATION, TRENCHING, CUTTING, AND BACKFILL:

- 13.ALL EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE AND SHALL BE REMOVED TO THE ADJACENT JOINTS.
- 14.THE CONTRACTOR SHALL ALWAYS COMPLY WITH OSHA REQUIREMENTS AND SHALL PROVIDE THE CITY OF ROSEVILLE WITH A COPY OF THE OSHA PERMIT PRIOR TO EXCAVATION OF TRENCHES 5 FEET OR DEEPER. THE PERMIT MUST BE SUBMITTED TO THE DEVELOPMENT SERVICES DEPARTMENT OR ENVIRONMENTAL UTILITIES DEPARTMENT INSPECTOR.
- 15.THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING, SHORING, AND BRACING OR EQUIVALENT METHOD, FOR THE PROTECTION OF LIFE OR LIMB, WHICH SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA.

RESTORATION:

- 16.CONTRACTOR WILL BE RESPONSIBLE FOR PAVEMENT RESTORATION ON ANY PAVEMENT DAMAGED BY CONSTRUCTION ACTIVITIES. RESTORATION SHALL BE PER CITY CONSTRUCTION STANDARDS.
- 17.ALL CONCRETE TO BE USED IN CURBS, DRIVEWAYS, BIKE PATHS AND SIDEWALKS SHALL BE CLASS A (6 SACK) PER CITY STANDARD 71-5 AND SECTION 73-1.02A - CONCRETE CURBS AND SIDEWALKS OF THE CALTRANS STANDARD SPECIFICATIONS.
- 18.ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE CITY OF ROSEVILLE CURRENT STANDARDS, AGENCY WITH JURISDICTION, AND TO THE SATISFACTION OF THE ENGINEER, AT THE CONTRACTOR'S SOLE EXPENSE.
- 19.CONTRACTOR MUST RESTORE LANDSCAPE AND HARDSCAPE DAMAGED OR REMOVED DURING CONSTRUCTION ACTIVITIES TO PRE-CONSTRUCTION CONDITION.

CONSTRUCTION WATER:

- 20.ALL CONSTRUCTION WATER TO BE OBTAINED FROM A LOCATION APPROVED BY THE CITY OF ROSEVILLE. WATER CONVEYANCE TO CONSTRUCTION AREA IS THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR TO OBTAIN AND PAY DEPOSIT FOR CONSTRUCTION WATER METER AND BACKFLOW DEVICE. CONTACT THE CITY OF ROSEVILLE CUSTOMER SERVICES AT 916-774-5750.

PROJECT NOTES:

- 21.CONTRACTOR MUST DOCUMENT PRE-CONSTRUCTION CONDITIONS AS DETAILED IN TECHNICAL SPECIFICATION SECTION 01380 - PHOTOGRAPHY.
- 22.THE MAXIMUM DEFLECTION AT ANY PIPE JOINT SHALL NOT EXCEED THE MANUFACTURER'S ALLOWED DEFLECTION.

SURVEY:

- 23.THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS, OTHER SURVEY MARKERS, STREET SIGNS AND OTHER IMPORTANT OBJECTS ON THE JOB SITE.

TRAFFIC CONTROL NOTES:

- 24.THE CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS THAT MUST BE APPROVED BY ENGINEERING DIVISION OF PUBLIC WORKS BEFORE START OF WORK IN RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE CA MUTCD WITH ALL APPLICABLE CALIFORNIA SUPPLEMENTS & AMENDMENTS.
- 25.AT LEAST ONE LANE IN EACH DIRECTION SHALL REMAIN OPEN TO TRAFFIC UNLESS OTHERWISE SHOWN ON THE PLANS OR APPROVED IN WRITING FROM THE CITY REPRESENTATIVE.
- 26.TRAFFIC CONTROL HOURS ARE SUBJECT TO LIMITATION BY THE CITY. TRAFFIC CONTROL WITH LANE CLOSURES THAT AFFECT TRAFFIC FLOW MAY REQUIRE NIGHT WORK. IF, AS A PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY DEVELOPMENT SERVICES CONSTRUCTION INSPECTOR 72 HOURS IN ADVANCE OF SETTING UP THIS CLOSURE.
- 27.THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS OR OTHER DEVICES NECESSARY AND/OR REQUIRED TO PROVIDE FOR SAFETY. PLEASANT GROVE BLVD IS CONSIDERED A MAJOR ROAD AND WILL REQUIRE ADDITIONAL TRAFFIC CONTROL MEASURES SUCH AS CHANGEABLE MESSAGE SIGNS.

SYMBOLS

EXISTING		EXISTING CON'T	
	GAS LINE		BACKFLOW
	SEWER LINE		POSSIBLE WELL/BORE ABANDONMENT
	STORM DRAIN LINE		ABANDONED GAS
	ABANDONED STORM DRAIN LINE		
	WATER LINE		
	ELECTRICAL		
	COMMUNICATIONS/FIBER		
	EDGE OF PAVEMENT		
	PARCEL LINE/ RIGHT-OF-WAY		
	VEGETATION/BRUSH		
	WATER METER		
	WATER VALVE		
	FIRE DEPARTMENT CONNECTION		
	FIRE HYDRANT		
	BLOW OFF		
	POWER POLE		
	POLE		
	ELECTRICAL BOX		
	ELECTRICAL / COMMUNICATION MANHOLE		
	GAS VALVE		
	SANITARY SEWER CLEAN OUT		
	SURVEY MONUMENT		
	SANITARY SEWER MANHOLE		
	STORM DRAIN MANHOLE		
	STORM DRAIN INLET		
	STREETLIGHT		
	UTILITY/LIGHT POLE		
	TRAFFIC SIGNAL		

NEW	
	WATER LINE
	DDW WAIVER PIPE SECTION
	PROPOSED STORM DRAIN LINE (BY OTHERS)
	COMMUNICATIONS/FIBER (BY OTHERS)
	WATER METER
	WATER METER BOX
	GATE VALVE
	FIRE HYDRANT
	BLOW OFF
	CAP (CUT AND CAP END)
	ABANDON PIPELINE
	IN TRACT LINE
	TEST STATION

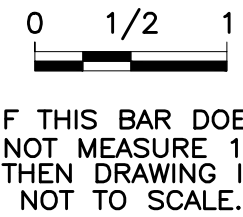
ABBREVIATIONS

AB -	AGGREGATE BASE	(N) -	NEW
ABAN -	ABANDON	NIC -	NOT IN CONTRACT
AC -	ASPHALT CONCRETE OR ASBESTOS CEMENT PIPE	NO. -	NUMBER
A.T.S.-	ANODE TEST STATION	PCL -	PIPELINE CENTERLINE
BF, BFV-	BUTTERFLY VALVE	PE -	PLAIN END
BFP -	BACKFLOW PREVENTER	PL -	PROPERTY LINE
C&G -	CURB AND GUTTER	POJ -	PUSH ON JOINT
CL -	CENTERLINE / CLASS	PP -	POWER POLE
CMP -	CORRUGATED METAL PIPE	PW -	POTABLE WATER
COM -	COMMUNICATIONS	PVC -	POLY VINYL CHLORIDE
CONC -	CONCENTRIC, CONCRETE	R -	RADIUS
DI -	DRAIN INLET	RD -	ROAD
DIP -	DUCTILE IRON PIPE	RIM -	RIM ELEVATION
DWG -	DRAWING	SD -	STORM DRAIN
DWY -	DRIVEWAY	SDMH -	STORM DRAIN MANHOLE
EL -	ELEVATION	SSMH -	SEWER MANHOLE
ELEC -	ELECTRIC, ELECTRICIAN	STL -	STEEL
EOP -	EDGE OF PAVEMENT	SVC -	WATER SERVICE
(E)/EXIST/EX-	EXISTING	TC -	TOP OF CURB
FH -	FIRE HYDRANT	TCMP -	TOP OF CORRUGATED METAL PIPE
FL -	FLOWLINE	TYP -	TYPICAL
FLG -	FLANGE	UE-	UNDERGROUND ELECTRICAL
GB -	GRADE BREAK	UG-	UNDERGROUND GAS
GV -	GATE VALVE	UNK-	UNKNOWN
IE -	INVERT ELEVATION	UT-	UNDERGROUND TELEPHONE/FIBER
INV -	INVERT	W -	WATER MAIN
L -	LENGTH	W/-	WITH
M -	METER	WS -	WATER SERVICE
MAX -	MAXIMUM	WSC -	WELDED STEEL CONDUIT
MIN -	MINIMUM	WV -	WATER VALVE
MJ -	MECHANICAL JOINT		

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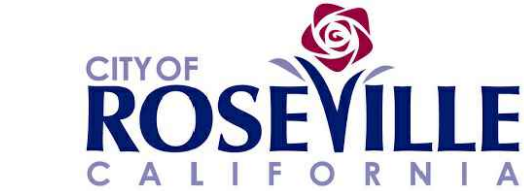
SCALE:



DESIGNED D. HEIGHER
DRAWN M. DOMENICHELLI
CHECKED S. ROGERS

DOMENICHELLI & ASSOCIATES

5180 Golden Foothill Parkway Ste. 220 El Dorado Hills, CA 95762 Ph: (916) 933-1997 Fax: (916) 933-4778



2005 HILLTOP CIRCLE ROSEVILLE, CA 95747 PHONE: 916-774-5750



PLEASANT GROVE PUMP STATION
VFD UPGRADE & VALVE AUTOMATION

ABBREVIATIONS AND GENERAL
NOTES

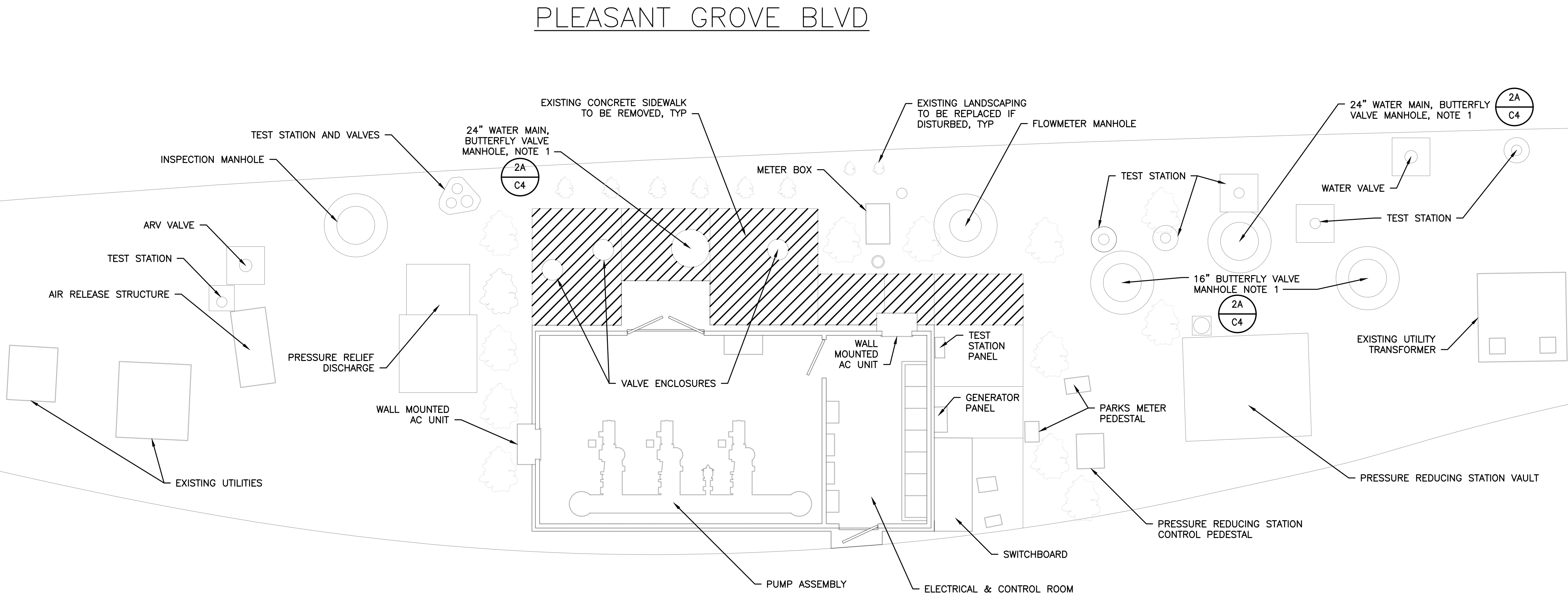
DWG. NO.

G2

SHEET

2 OF 14

- NOTES:
1. INSTALL VALVE OPERATORS IN THESE MANHOLES
 2. REMOVE AND REPLACE LANDSCAPE MATERIALS AS REQUIRED, MATCH EXISTING.
 3. PRESERVE IRRIGATION PIPING IN PLACE. REPLACE ANY PIPING BROKEN OR DAMAGED BY CONSTRUCTION ACTIVITIES.



DEMOLITION SITE PLAN
SCALE: 1"=5"

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SCALE:
1:5

WARNING
0 1/2 1
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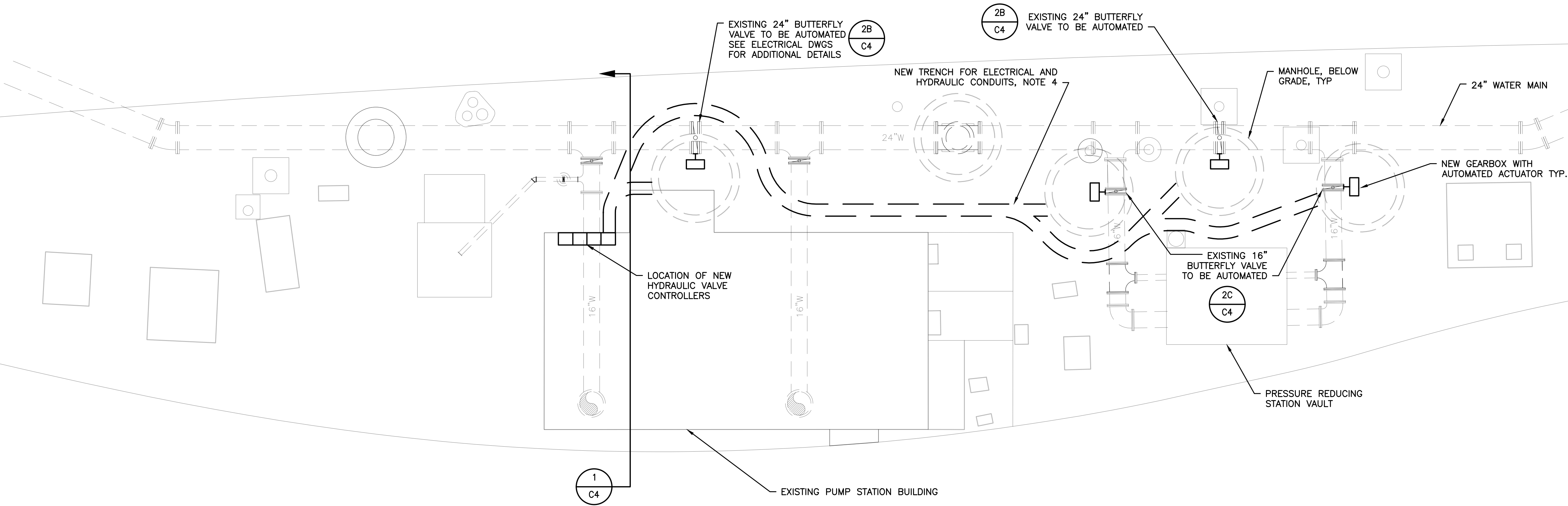
PLEASANT GROVE PUMP STATION
VFD UPGRADE & VALVE AUTOMATION
EXISTING SITE AND DEMOLITION PLAN

DWG. NO. **C1**
SHEET
3 OF **14**

20230110.173101 Z:\CITY OF ROSEVILLE\RSVL-004 PLEASANT GROVE PSD\WGSR\SVL004-VALVE\ACTUATORS.DWG

- NOTES:
1. CONTRACTOR TO POT HOLE TRENCH PATHWAYS
 2. REMOVE AND REPLACE LANDSCAPE MATERIALS AS REQUIRED, MATCH EXISTING.
 3. PRESERVE IRRIGATION PIPING IN PLACE. REPLACE ANY PIPING BROKEN OR DAMAGED BY CONSTRUCTION ACTIVITIES.
 4. SLOPE ALL HYDRAULIC CONDUITS TO DRAIN TO THE VALVE MANHOLES. STANDING WATER SHALL NOT REMAIN IN THE CONDUITS.
 5. ALL HYDRAULIC CONDUIT BENDS SHALL BE ACCOMPLISHED WITH SWEEPS.
 6. ROUTE ALL HYDRAULIC HOSES THROUGH 2 1/2" MIN DIAMETER CONDUITS. VERIFY SIZE AND MINIMUM SWEEP RADIUS WITH MANUFACTURER.
 7. CORE ALL LOCATIONS WHERE CONDUITS ARE TO PENETRATE VALVE VAULT WALLS. SEAL ANNULAR SPACE WITH NON-SHRINK GROUT.
 8. PROVIDE A DRIP LOOP (LOW POINT) IN ALL HYDRAULIC LINES SUCH THAT ANY CONDENSATION OR DRAINAGE DRIPS OFF OF THE LINE PRIOR TO REACHING THE ACTUATOR.
 9. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL DETAILS.

PLEASANT GROVE BLVD



UNDERGROUND RENOVATION SITE PLAN
SCALE: 1"=5'

REV	DATE	BY	DESCRIPTION
REV	DATE	BY	DESCRIPTION

SCALE:
1:5

WARNING
0 1/2 1
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PLEASANT GROVE PUMP STATION
VFD UPGRADE & VALVE AUTOMATION

NEW UNDERGROUND SITE PLAN

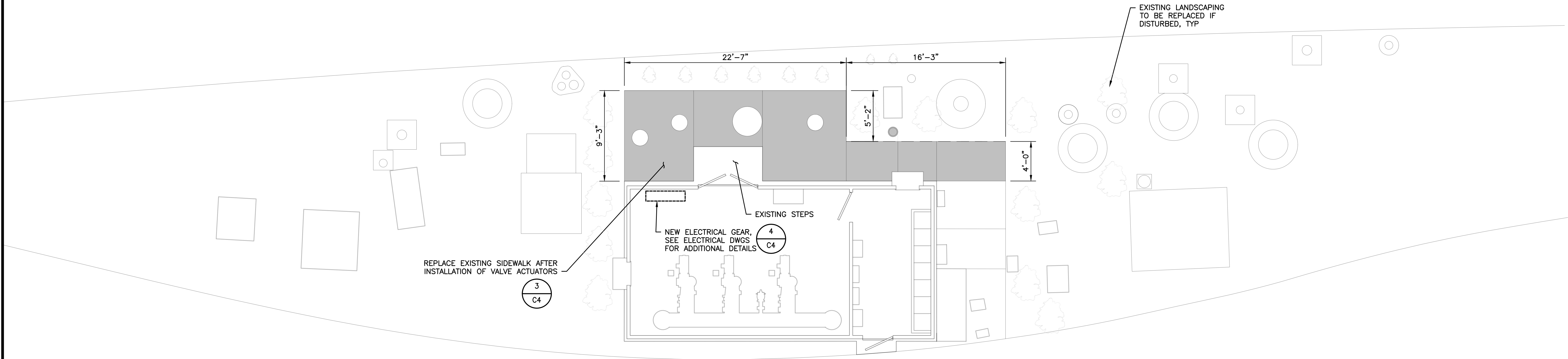
DWG. NO.
C2

SHEET
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- NOTES:
1. REPLACEMENT SIDEWALK DIMENSIONS ARE APPROXIMATE. CONTRACTOR MAY MODIFY DIMENSIONS TO FIT EXISTING CONDITIONS. PROVIDE A SKETCH TO THE CITY FOR APPROVAL.
 2. REMOVE AND REPLACE LANDSCAPE MATERIALS AS REQUIRED, MATCH EXISTING.
 3. PRESERVE IRRIGATION PIPING IN PLACE. REPLACE ANY PIPING BROKEN OR DAMAGED BY CONSTRUCTION ACTIVITIES.

PLEASANT GROVE BLVD



RENOVATION SITE PLAN
SCALE: 1"=5"

REV	DATE	BY	DESCRIPTION
REV	DATE	BY	DESCRIPTION

SCALE:
1:5

WARNING
0 1/2 1
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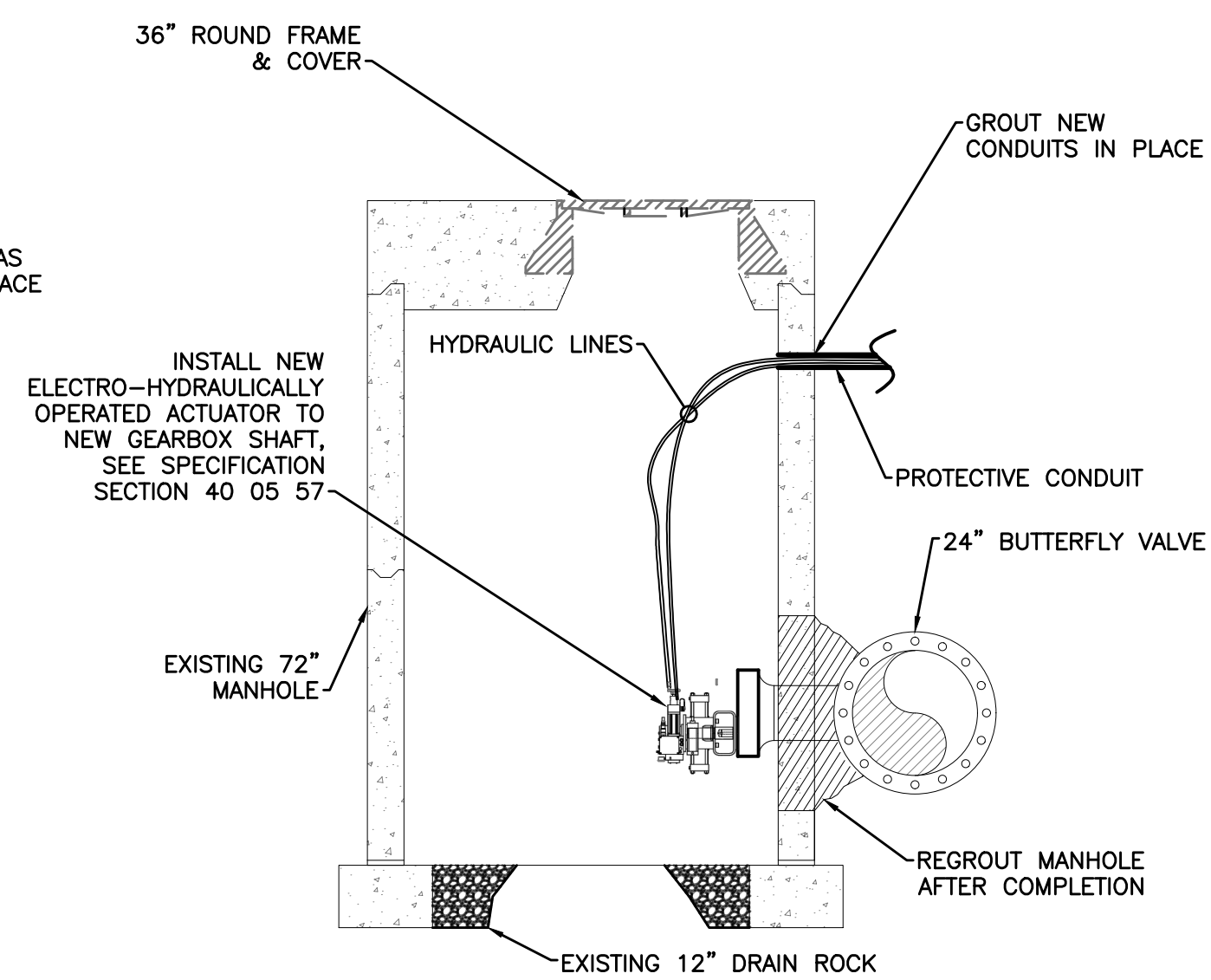
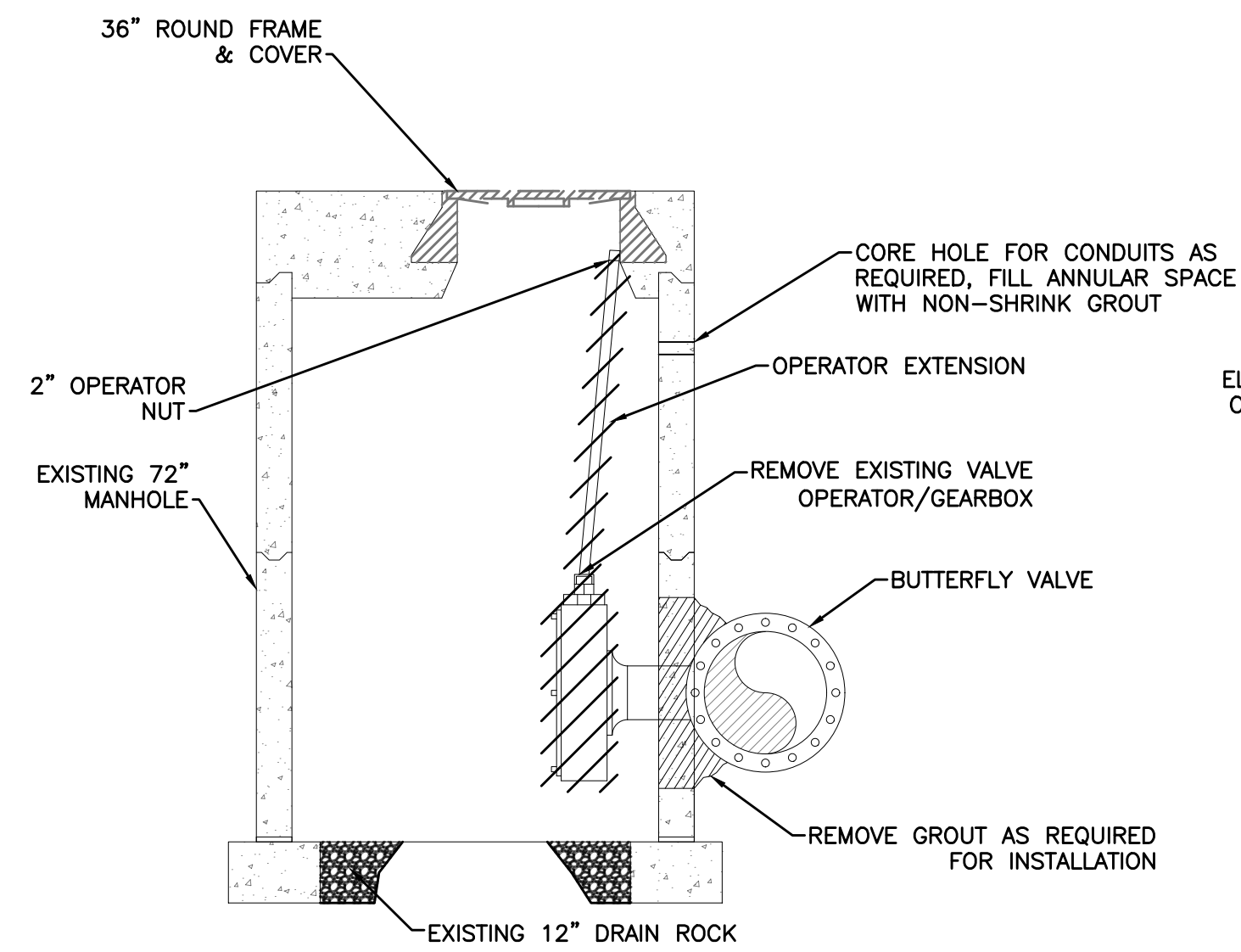
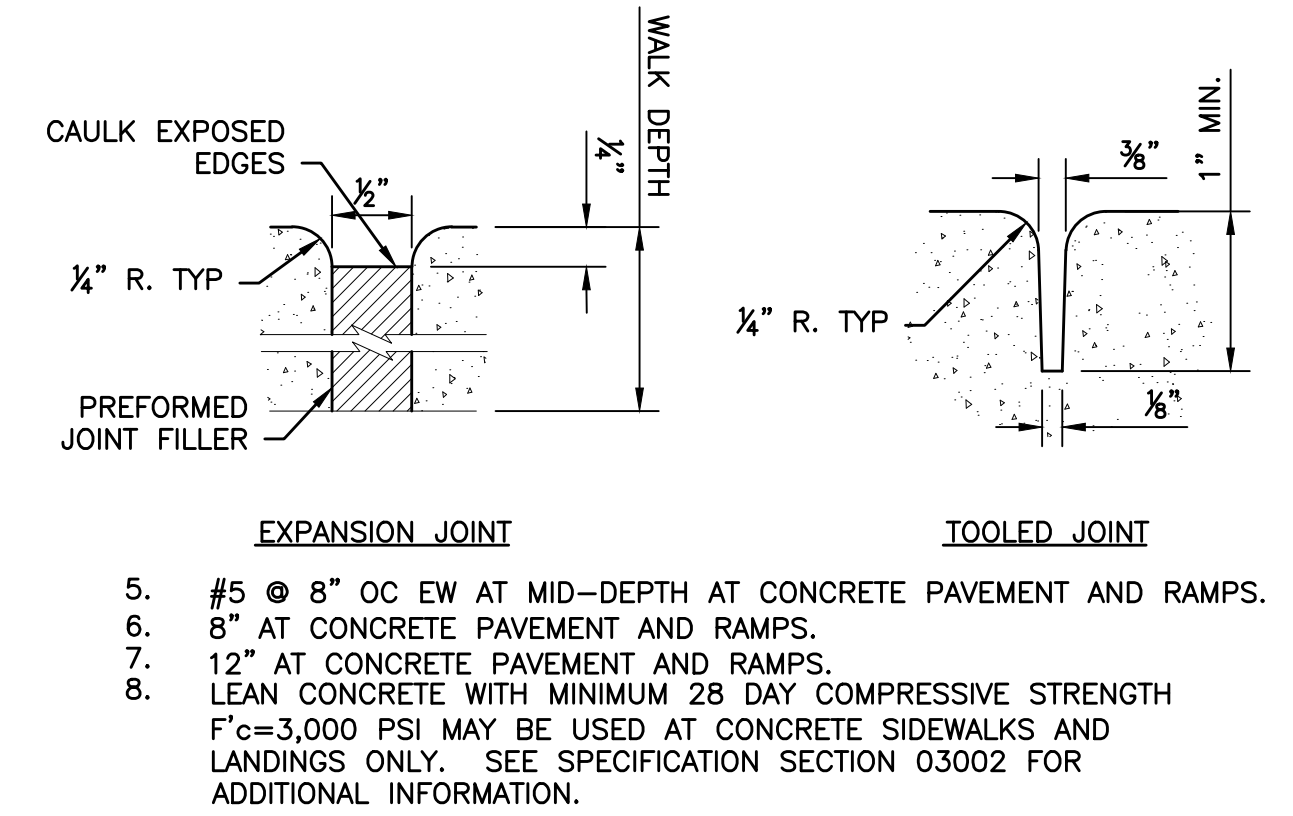
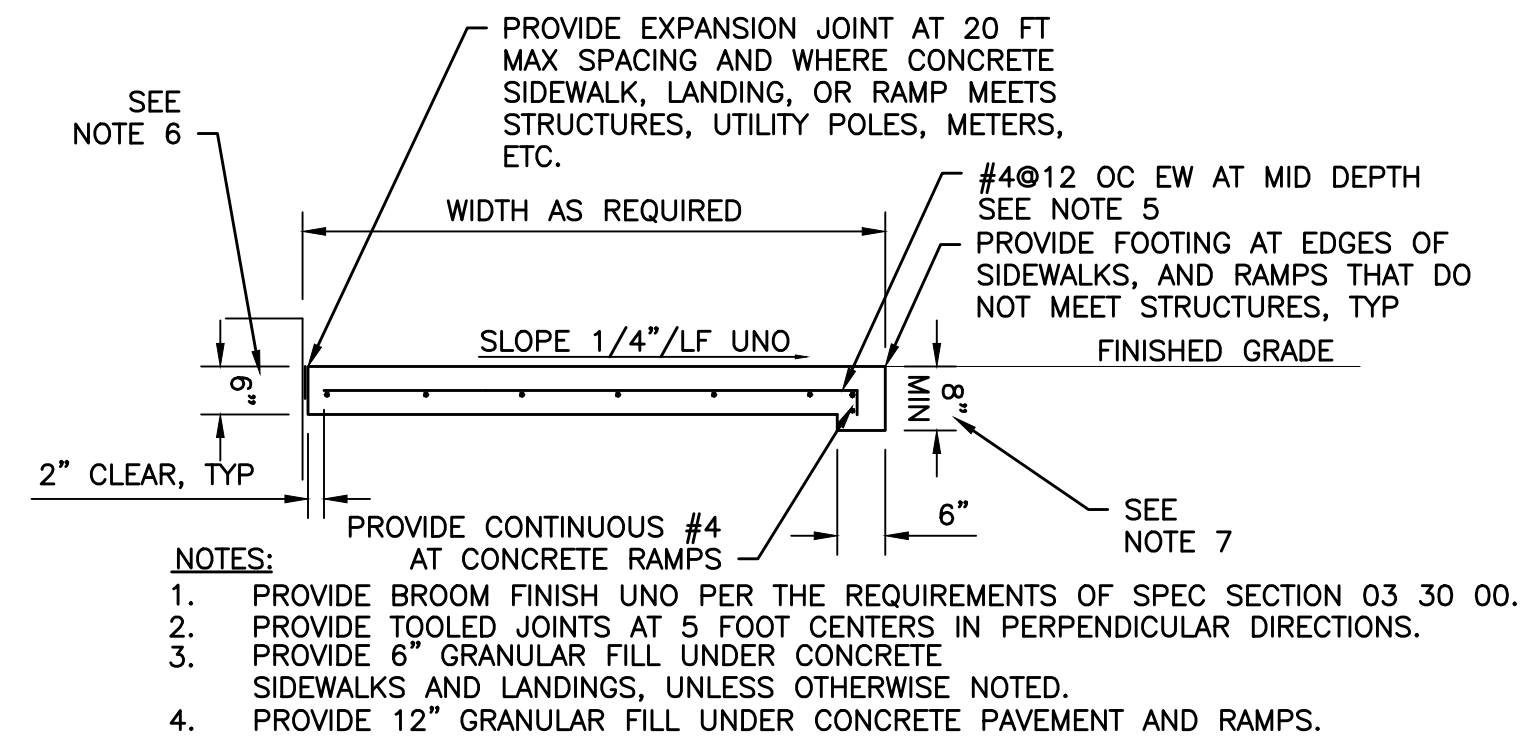
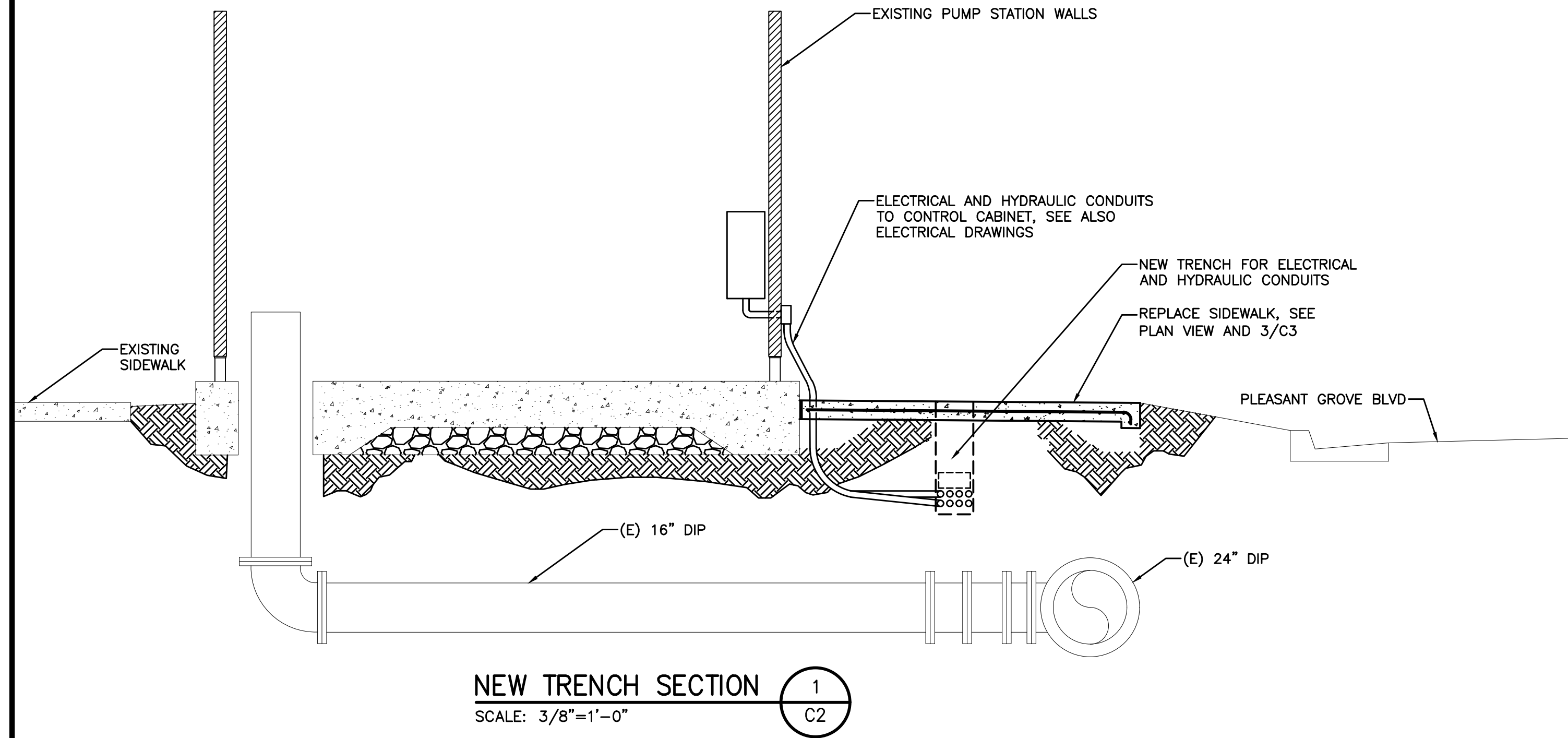
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2005 HILLTOP CIRCLE
ROSEVILLE, CA 95747 PHONE: 916-774-5750



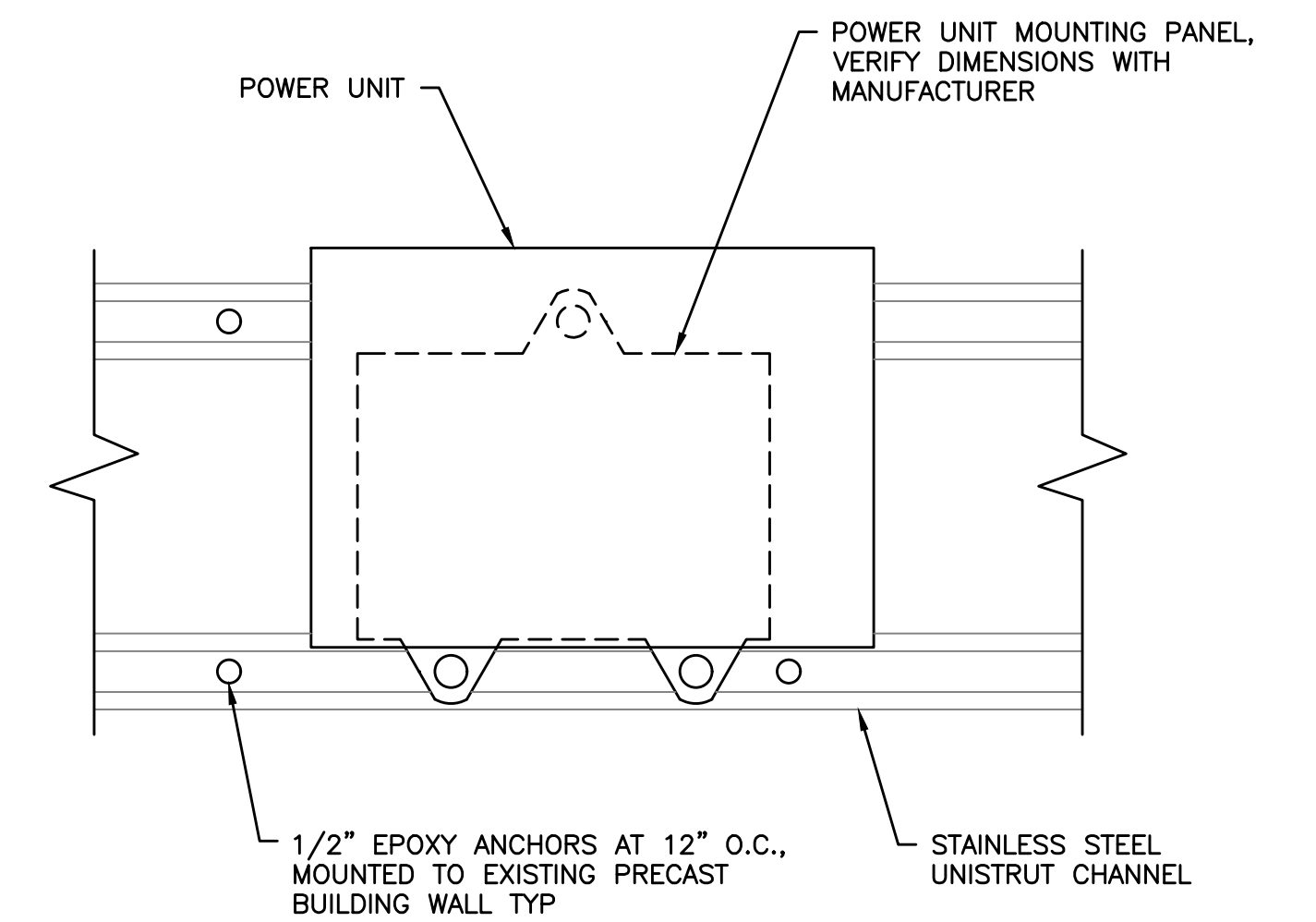
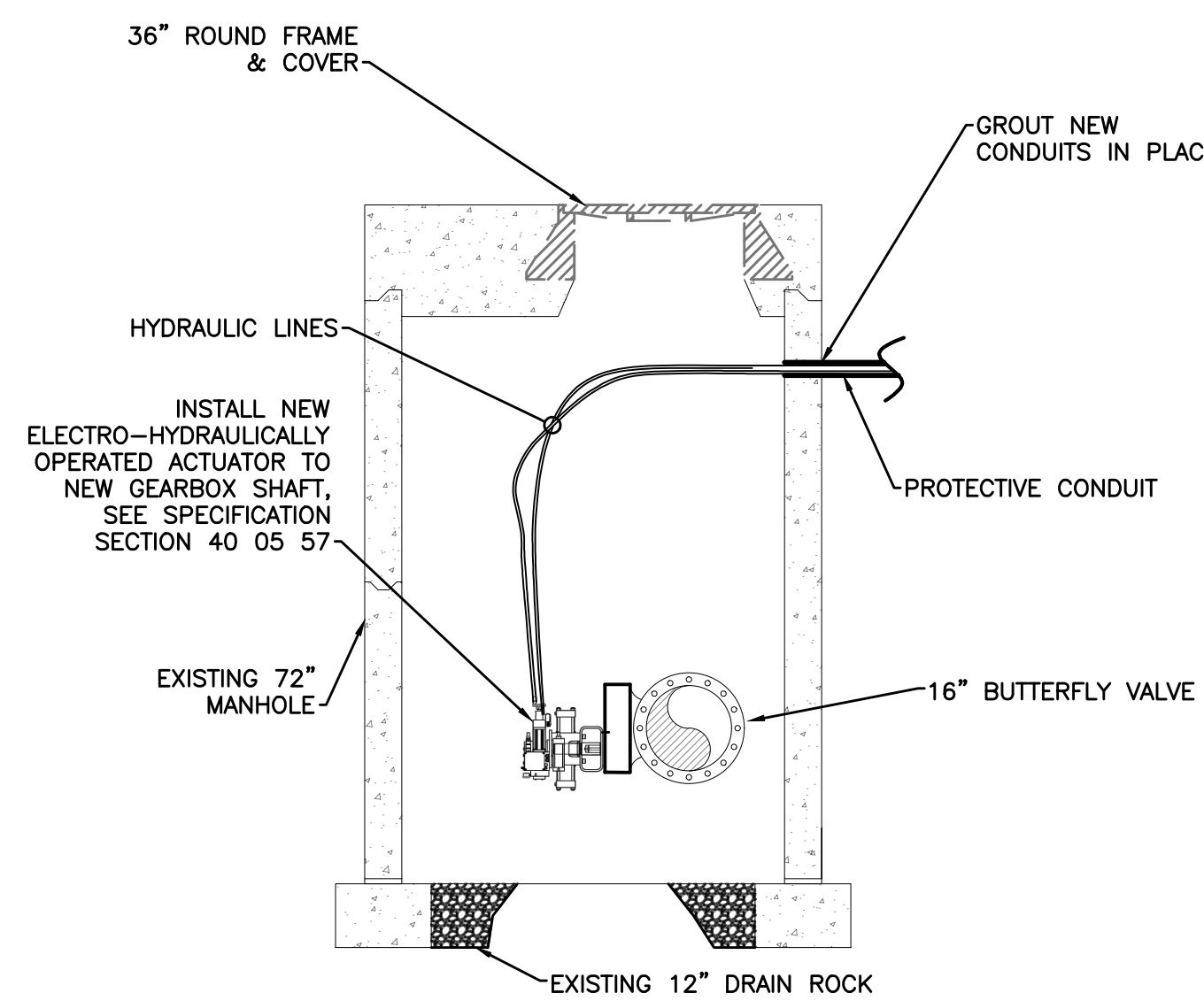
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RENOVATION SITE PLAN

DWG. NO. **C3**
SHEET
5 OF **14**

20230110.174219 Z:\CITY OF ROSEVILLE\RSVL-004 PLEASANT GROVE PSD\WGSR\RSVL004-VALVEACTUATORS.DWG



SECTION NOTE:
1. THE CONTRACTOR SHALL VERIFY THAT THE ACTUATOR AND GEARBOX WILL FIT PROPERLY IN THE MANHOLE AND ALLOW ROOM FOR MAINTENANCE.



NOTE:
1. MOUNT ALL 4 POWER UNITS TO THE SAME UNISTRUT CHANNELS.

REV	DATE	BY	DESCRIPTION
REV	DATE	BY	DESCRIPTION

SCALE:
3/8" = 1'

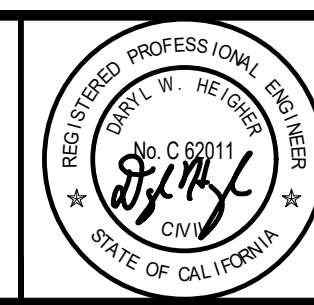
WARNING
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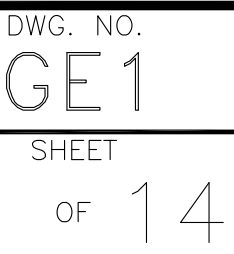


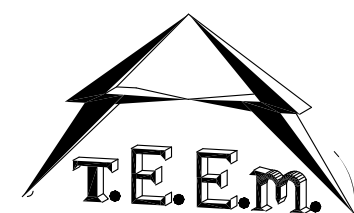
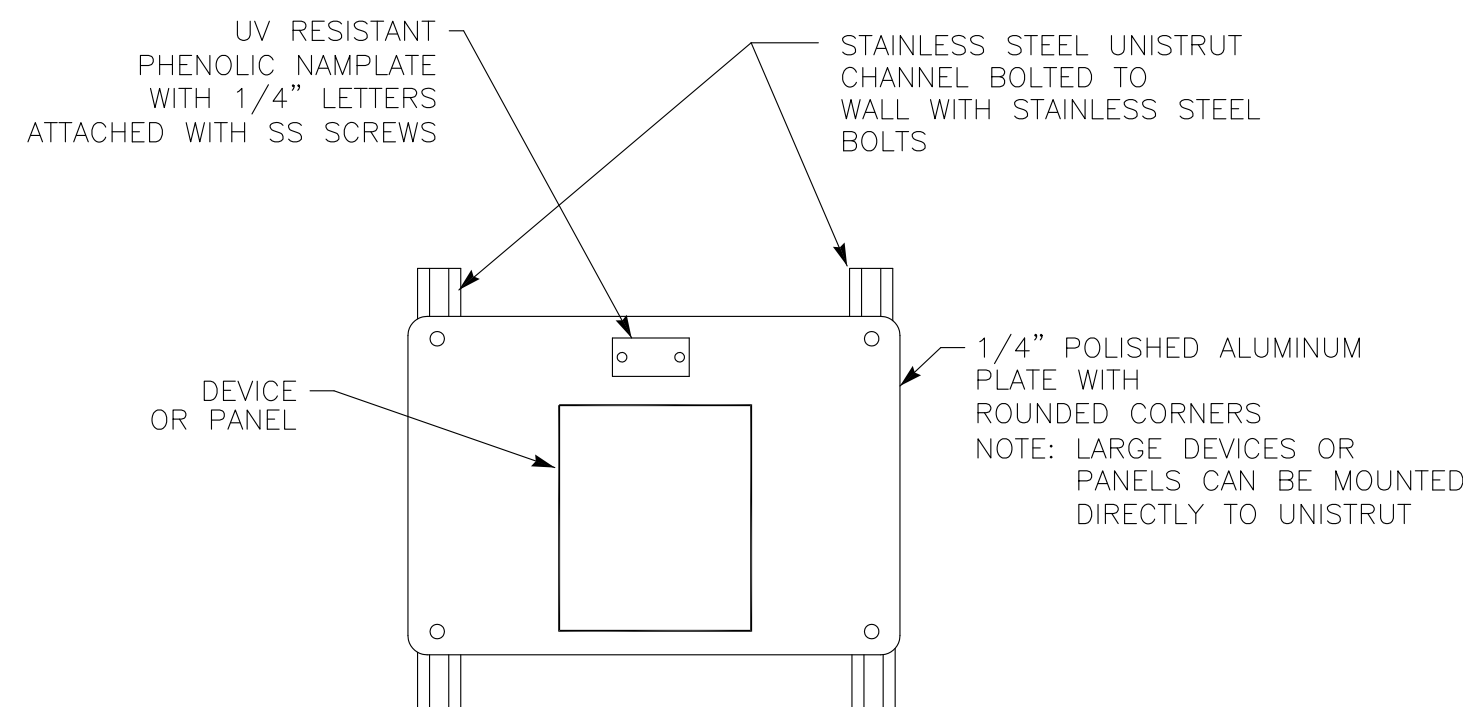
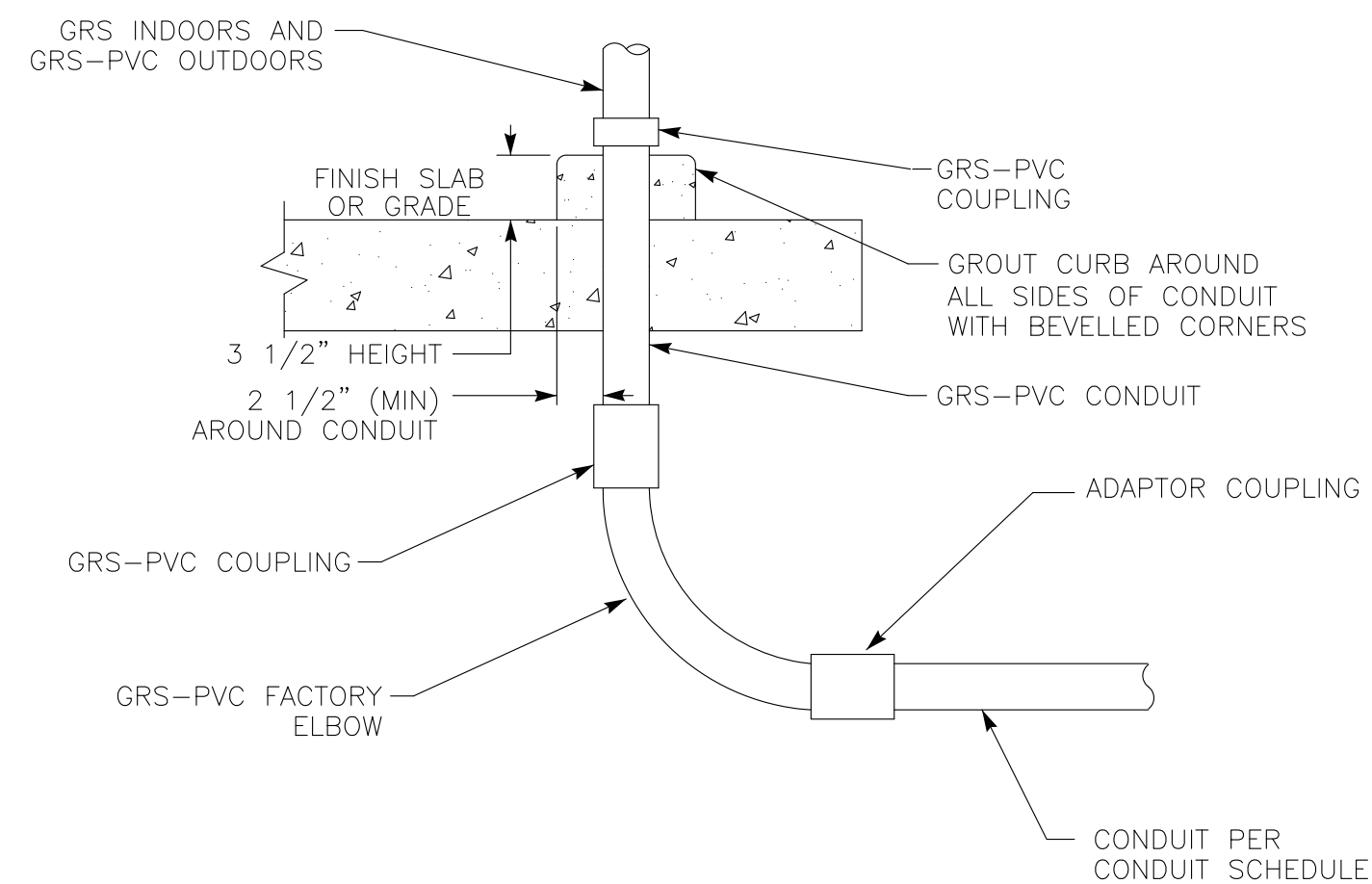
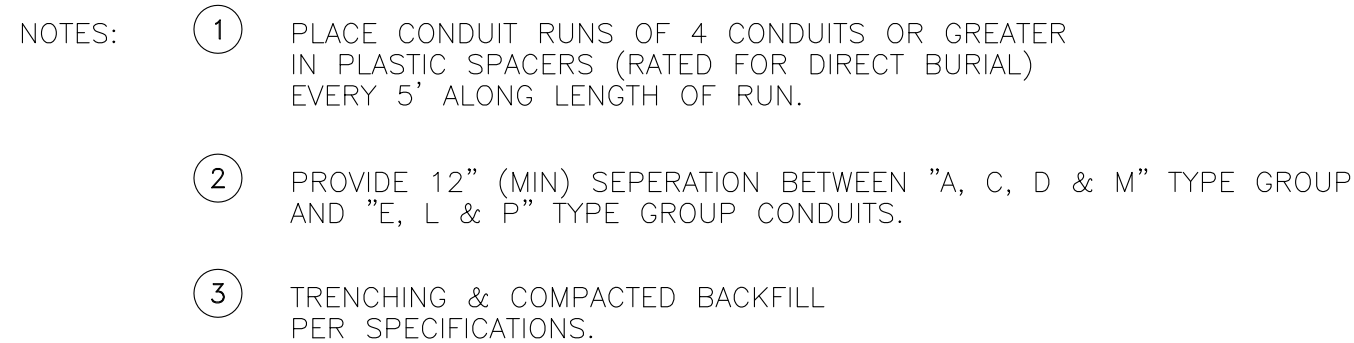
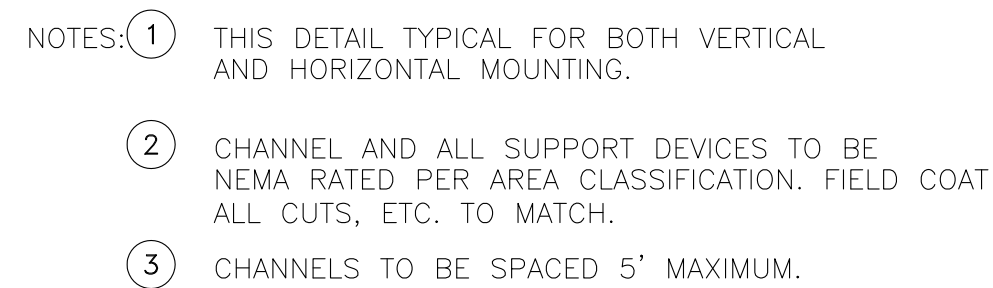
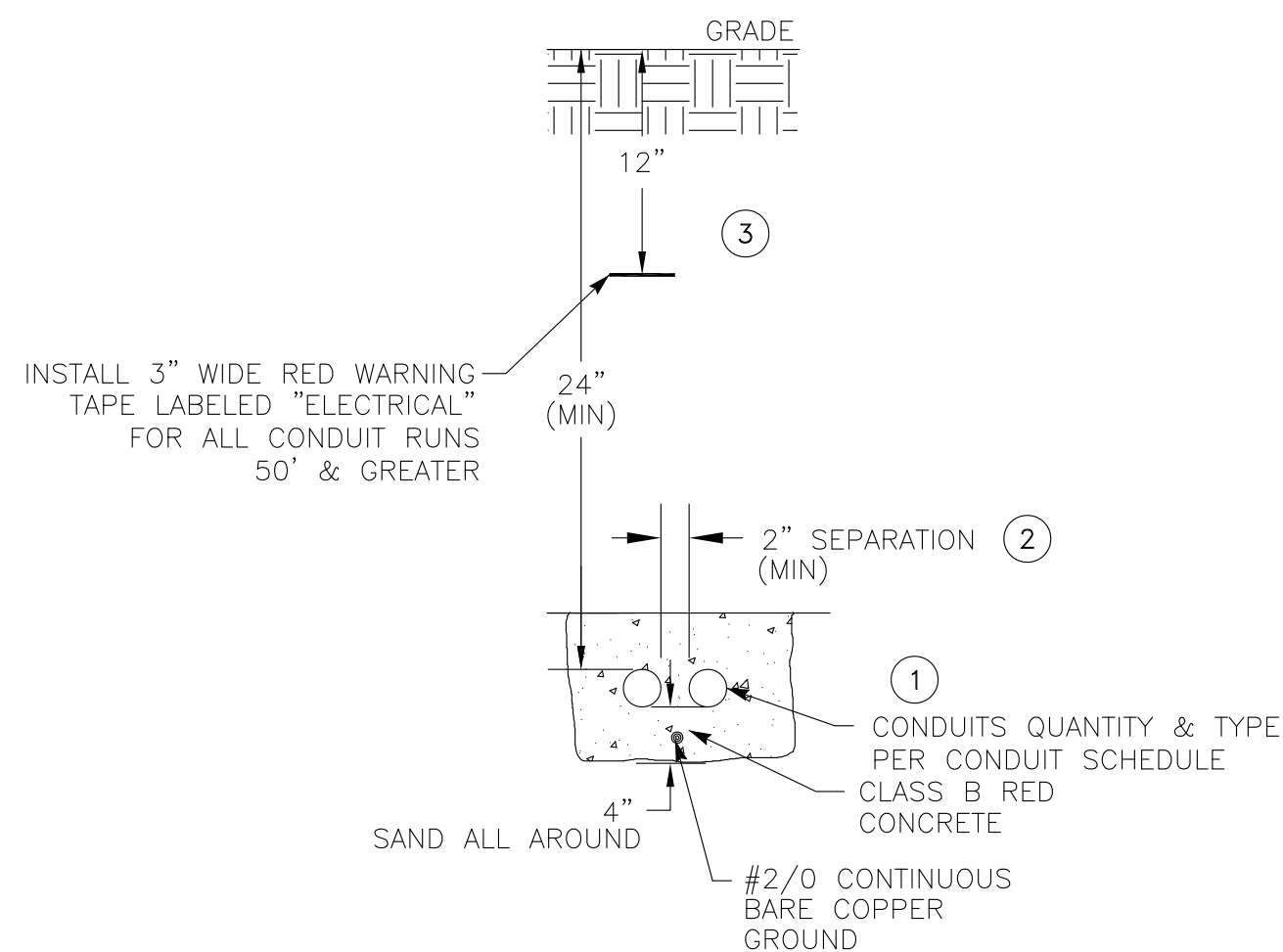
PLEASANT GROVE PUMP STATION
VFD UPGRADE & VALVE AUTOMATION

CIVIL DETAIL SHEET

DWG. NO.
C4
SHEET
6 OF 14

SYMBOL		DESCRIPTION		SYMBOL		DESCRIPTION	
SWITCHES – PROCESS				DEVICES – RELAY		WIRING – CONNECTIONS	
	FS	FLOW SWITCH – CLOSSES UPON INCREASING FLOW		CR1	CONTROL RELAY CR1 WITH NORMALLY OPEN CONTACT ON LINE 28 & NORMALLY CLOSED CONTACT ON LINE 111		PANEL OR EQUIPMENT WIRING
	FS	FLOW SWITCH – OPENS UPON INCREASING FLOW		TR1	TIME DELAY RELAY TR2 – ADJUSTABLE TIME DELAY RANGE & SETTING AS SHOWN		FIELD WIRING
	LS	LEVEL SWITCH – CLOSSES UPON INCREASING LEVEL		TR1	TIME DELAY RELAY TR2 – ADJUSTABLE TIME DELAY RANGE & SETTING AS SHOWN		CONDUCTORS – NOT CONNECTED
	LS	LEVEL SWITCH – OPENS UPON INCREASING LEVEL		TR1	TIME DELAY RELAY TR2 – ADJUSTABLE TIME DELAY RANGE & SETTING AS SHOWN		CONDUCTORS – CONNECTED
	PS	PRESSURE SWITCH – CLOSSES UPON INCREASING PRESSURE (INCREASING VACUUM)		TR1	TIME DELAY RELAY TR2 – ADJUSTABLE TIME DELAY RANGE & SETTING AS SHOWN		GROUND
	PS	PRESSURE SWITCH – OPENS UPON INCREASING PRESSURE (INCREASING VACUUM)		TR1	TIME DELAY RELAY TR2 – ADJUSTABLE TIME DELAY RANGE & SETTING AS SHOWN		CHASSIS OR FRAME GROUND
	TS	TEMPERATURE SWITCH – CLOSSES UPON INCREASING TEMPERATURE		TR1	TIME DELAY RELAY TR2 – ADJUSTABLE TIME DELAY RANGE & SETTING AS SHOWN		PLUG AND RECEPTACLE
	TS	TEMPERATURE SWITCH – OPENS UPON INCREASING TEMPERATURE		TR1	TIME DELAY RELAY TR2 – ADJUSTABLE TIME DELAY RANGE & SETTING AS SHOWN		INCOMING LINE
	ZS	LIMIT SWITCH – CLOSSES AT SET LIMIT		TR1	TIME DELAY RELAY TR2 – ADJUSTABLE TIME DELAY RANGE & SETTING AS SHOWN		TERMINAL BLOCKS
	ZS	LIMIT SWITCH – OPENS AT SET LIMIT		TR1	TIME DELAY RELAY TR2 – ADJUSTABLE TIME DELAY RANGE & SETTING AS SHOWN		TERMINALS
	ZS	PROXIMITY SWITCH – CLOSSES UPON DECREASING DISTANCE		TR1	TIME DELAY RELAY TR2 – ADJUSTABLE TIME DELAY RANGE & SETTING AS SHOWN		SHIELDED CABLE
	ZS	PROXIMITY SWITCH – OPENS UPON DECREASING DISTANCE		TR1	TIME DELAY RELAY TR2 – ADJUSTABLE TIME DELAY RANGE & SETTING AS SHOWN		
	WS	TORQUE SWITCH – CLOSSES UPON INCREASING TORQUE		TR1	TIME DELAY RELAY TR2 – ADJUSTABLE TIME DELAY RANGE & SETTING AS SHOWN		
	WS	TORQUE SWITCH – OPENS UPON INCREASING TORQUE		TR1	TIME DELAY RELAY TR2 – ADJUSTABLE TIME DELAY RANGE & SETTING AS SHOWN		
SWITCHES – OPERATOR				DEVICES – FRONT PANEL		PLAN – SYMBOLS	
	SW	TOGGLE OR DISCONNECT SWITCH		X	INDICATING LIGHT, LETTER "X" INDICATES COLOR: R=RED G=GREEN, A=AMBER, W=WHITE Y=YELLOW, B=BLUE		CONDUIT, EXPOSED
	PB	PUSHBUTTON – NORMALLY OPEN, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		CONDUIT, IN SLAB OR BELOW GRADE
	PB	PUSHBUTTON – NORMALLY CLOSED, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		CONDUIT STUBBED OUT & CAPPED
	PB	PUSHBUTTON – NORMALLY OPEN, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		CONDUIT BENDS TOWARD OBSERVER
	PB	PUSHBUTTON – NORMALLY CLOSED, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		CONDUIT BENDS AWAY FROM OBSERVER
	PB	PUSHBUTTON – NORMALLY OPEN, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		CONDUIT ENDS
	PB	PUSHBUTTON – NORMALLY CLOSED, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		CONDUIT CHANGE IN ELEVATION
	PB	PUSHBUTTON – NORMALLY OPEN, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		BARE COPPER GROUND WIRE
	PB	PUSHBUTTON – NORMALLY CLOSED, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		GROUND CONNECTION BOLTED TYPE
	PB	PUSHBUTTON – NORMALLY OPEN, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		GROUND CONNECTION EXOTHERMIC WELD TYPE
	PB	PUSHBUTTON – NORMALLY CLOSED, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		PULL BOX
	PB	PUSHBUTTON – NORMALLY OPEN, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		DISCONNECT SWITCH
	PB	PUSHBUTTON – NORMALLY CLOSED, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		FIELD CONTROL STATION WITH JUNCTION BOX
	PB	PUSHBUTTON – NORMALLY OPEN, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		FIELD CONTROL STATION WITH #AMP DISCONNECT SWITCH
	PB	PUSHBUTTON – NORMALLY CLOSED, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		SPECIAL RECEPTACLE
	PB	PUSHBUTTON – NORMALLY OPEN, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		JUNCTION BOX
	PB	PUSHBUTTON – NORMALLY CLOSED, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		THERMOSTAT
	PB	PUSHBUTTON – NORMALLY OPEN, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		LIGHTING, FANS, HEATERS
	PB	PUSHBUTTON – NORMALLY CLOSED, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		# – CIRCUIT BREAKER NUMBER
	PB	PUSHBUTTON – NORMALLY OPEN, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		A – FIXTURE SCHEDULE REF.
	PB	PUSHBUTTON – NORMALLY CLOSED, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		o – CONTROL SWITCH REFERENCE
	PB	PUSHBUTTON – NORMALLY OPEN, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		# – CIRCUIT BREAKER NUMBER
	PB	PUSHBUTTON – NORMALLY CLOSED, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		# – CIRCUIT BREAKER NUMBER
	PB	PUSHBUTTON – NORMALLY OPEN, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST		# – CIRCUIT BREAKER NUMBER
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	PB	PUSHBUTTON – NORMALLY CLOSED, MOMENTARY ACTION		X	INDICATING LIGHT, PUSH TO TEST	<	



[illegible]

DESIGNED S. KIMIZUKA
DRAWN Z. VOGLER
CHECKED X. LI



SHEET
8 OF 14

NEW WORK
(TYP)

23	OPARE MOV53457	1,020
25	OPARE MOV01279	1,020

NEUTRALGROUND

1,020	MOV01278 SPARE	24
1,020	MOV01280 SPARE	26



LOWER END OF
UNIT LOCATION (TYP)

- ② NEW WORK SHOWN IN BUBBLES.

SCALE:

WARNING

0 1/2 1



DESIGNED: S. KIMIZUKA

DRAWN Z. VOGLER

CHECKED X. LI

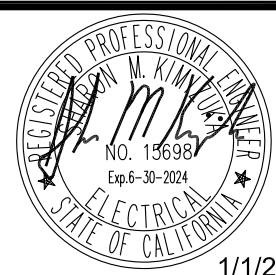
**DOMENICHELLI
& ASSOCIATES**

5180 Golden Foothill Parkway Ste. 220
El Dorado Hills, CA 95762

Ph: (916) 933-1997
Fax: (916) 933-4778

The logo for the City of Roseville, California, features a stylized red rose above the text "CITY OF ROSEVILLE" in a bold, blue, sans-serif font, with "CALIFORNIA" in a smaller, blue, sans-serif font below it.

2005 HILLTOP CIRCLE
ROSEVILLE, CA 95747 PHONE: 916-774-5750



PLEASANT GROVE PUMP STATION VFD UPGRADE & VALVE AUTOMATION

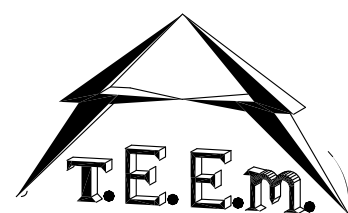
EXISTING PLEASANT GROVE
ONE LINE DIAGRAM

DWG NO.

E11

SHEET
OF 14

20230417.141805 \\ATEEM\FS\ATEEM_FILES\ACADDWG\2021\2108\2108BEO012.DWG



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REV	DATE	BY	DESCRIPTION
REV	DATE	BY	DESCRIPTION

SCALE:



NONE

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SCALE.

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DRAWN Z. VOGLER

CHECKED X. LI

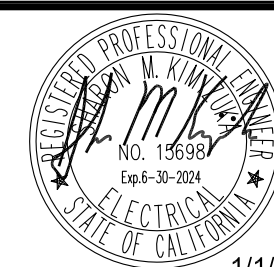
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ROSEVILLE, CA 95747 PHONE: 916-774-5750



1/1/23

PLEASANT GROVE PUMP STATION
VFD UPGRADE & VALVE AUTOMATION

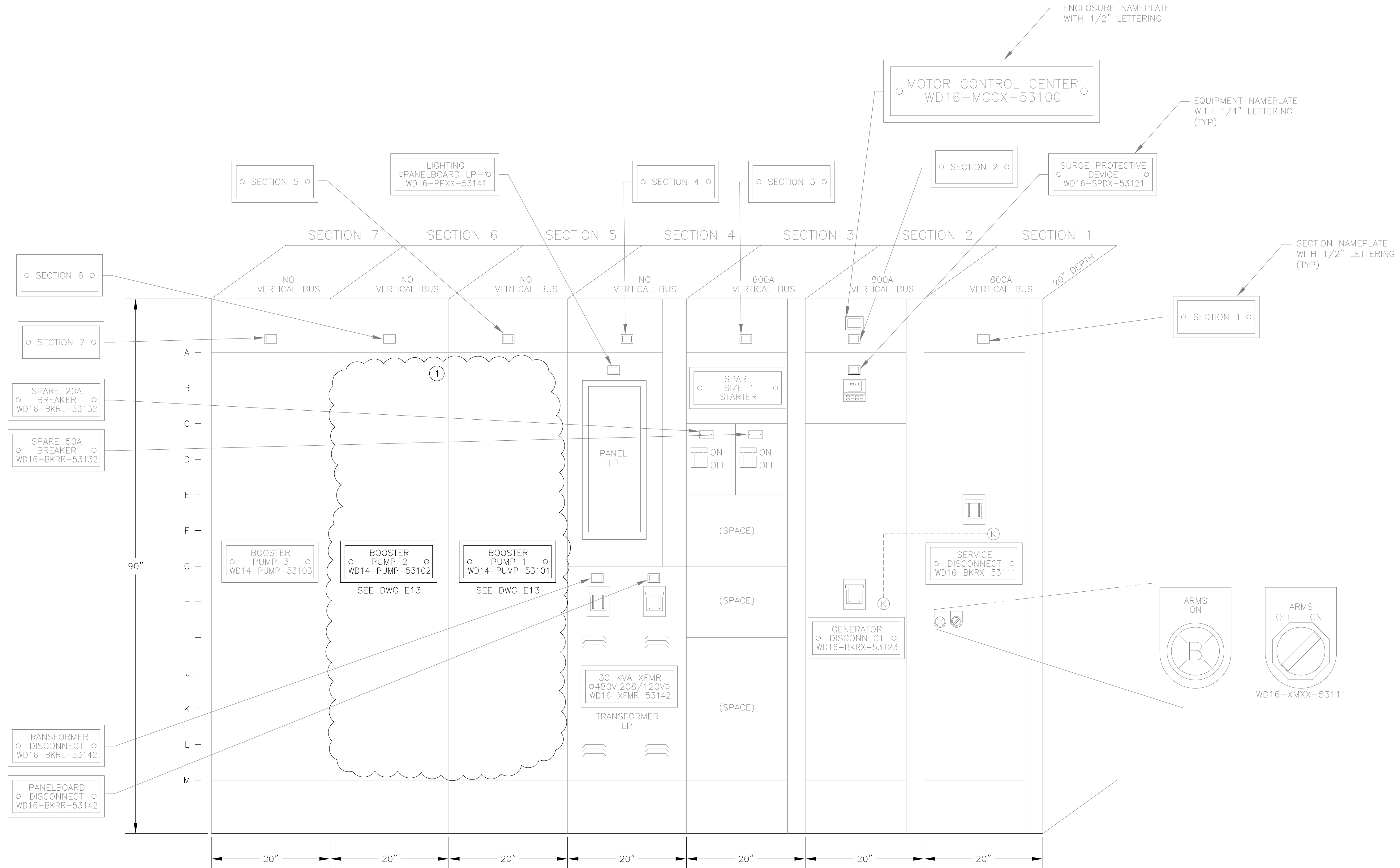
EXISTING PLEASANT GROVE
MCC ELEVATION DIAGRAM

DWG. NO.

E12

SHEET

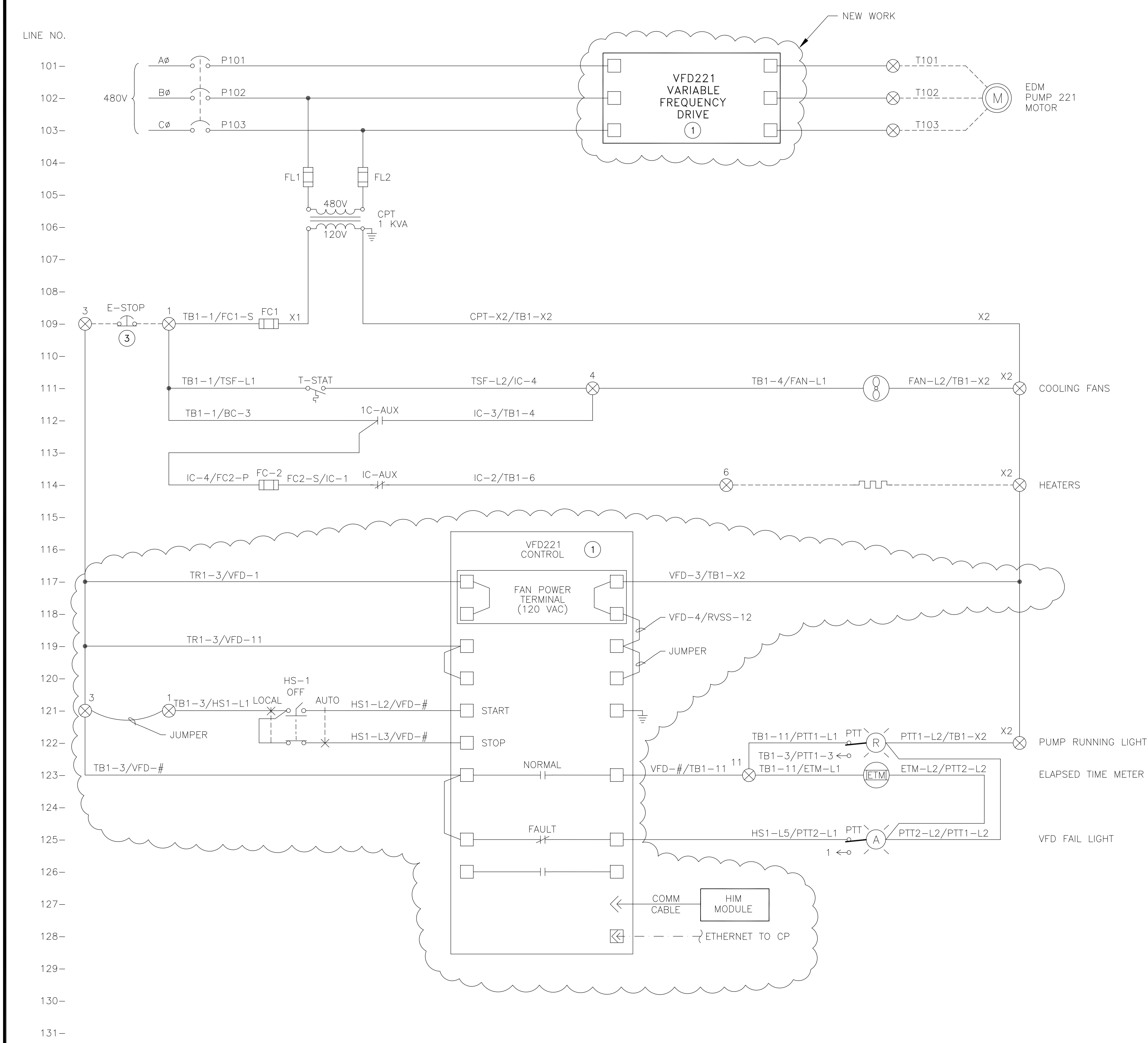
10 OF 14



EXISTING PLEASANT GROVE MCC ELEVATION DIAGRAM ① ③

NOTES: ① NEW WORK SHOWN IN BUBBLES.

20200111.161326 Z:\ACADDWG\2021\2108B\2108BEE003.DWG



VFD PUMP ELEMENTARY DIAGRAM

- NOTES: ① PUMP CONTROL OPTION. ③ MONITORED AT PLC PANEL.
- ② PROVIDE UNIQUE WIRE NUMBERS FOR PUMP 1, PUMP 2, ETC.

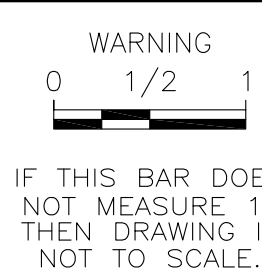


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REV	DATE	BY	DESCRIPTION

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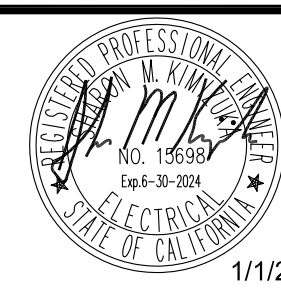
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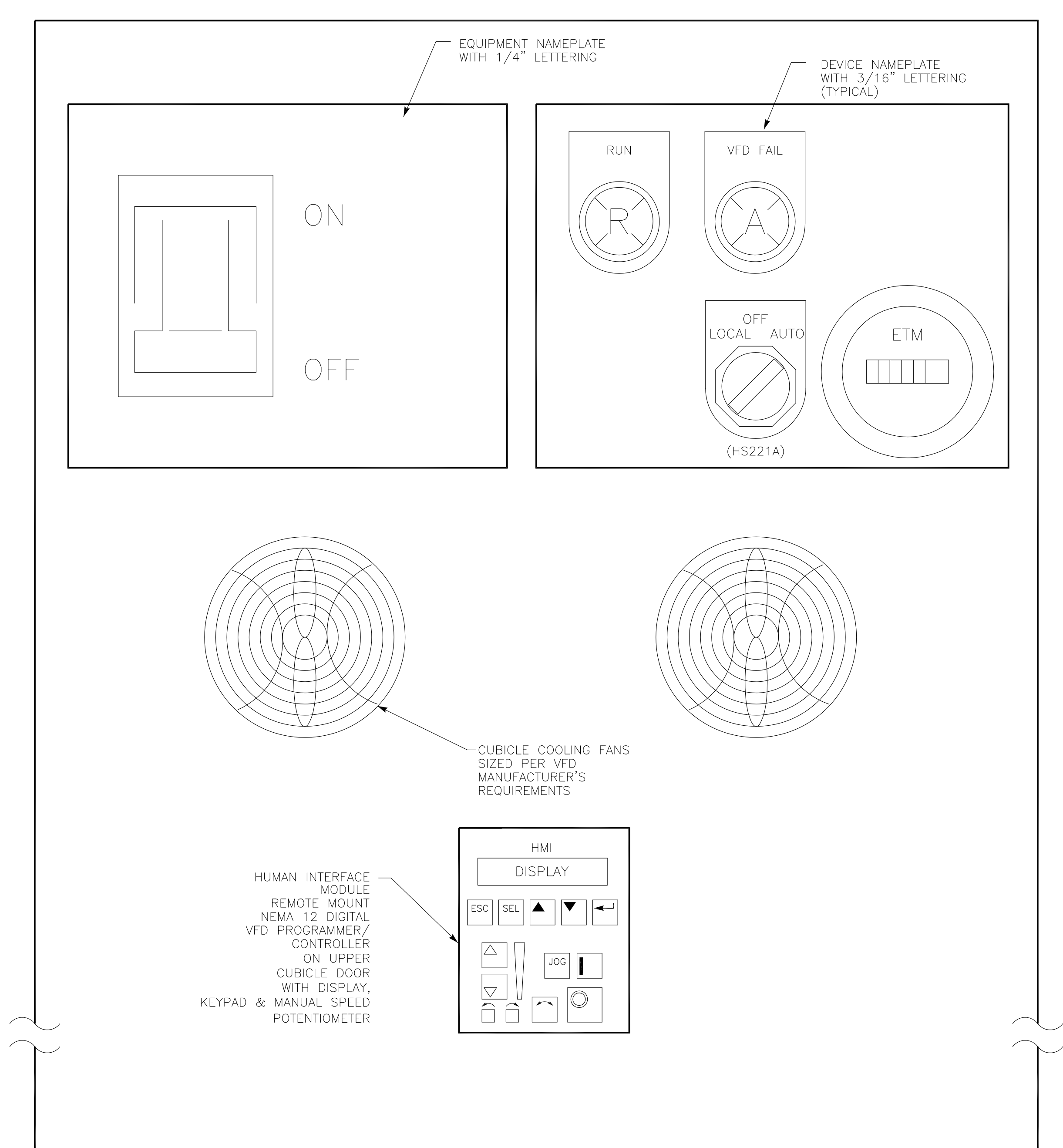
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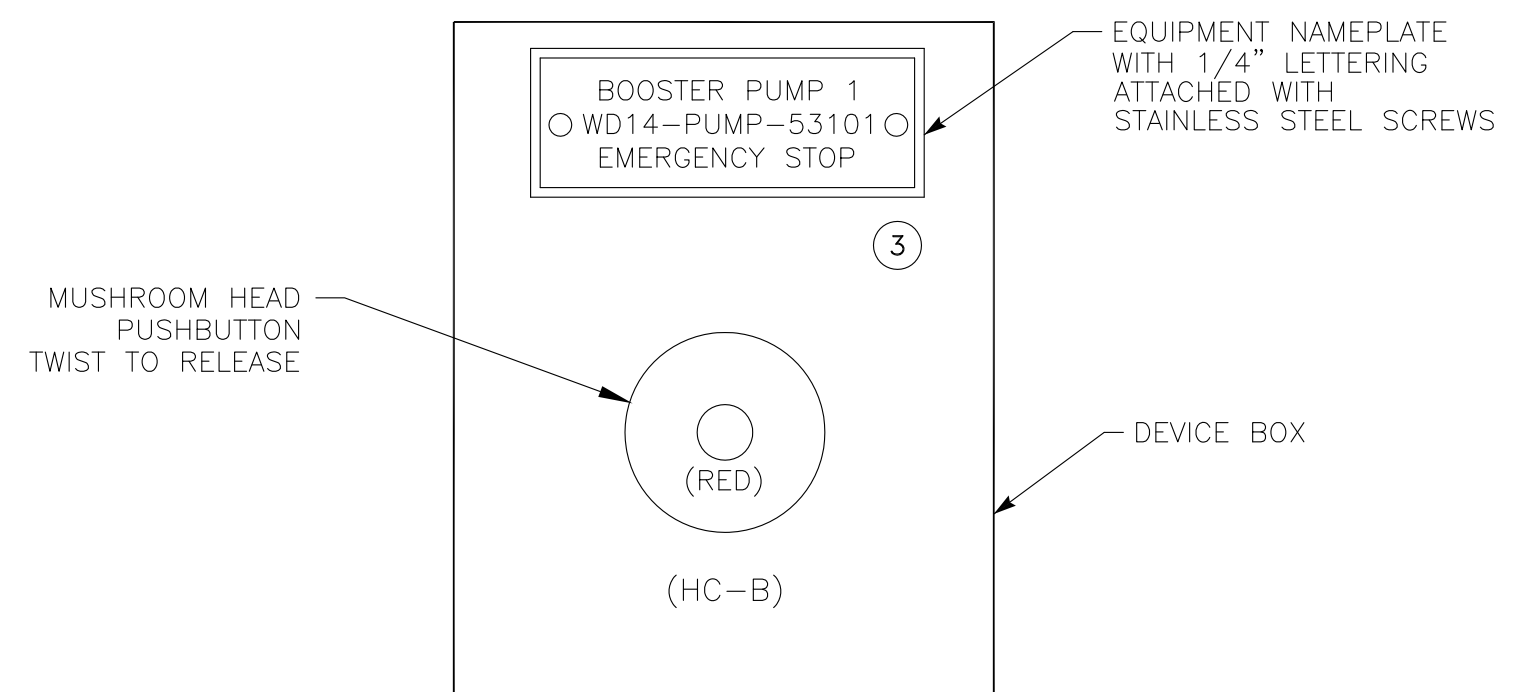
PLEASANT GROVE PUMP STATION
VFD UPGRADE & VALVE AUTOMATION

VFD PUMP
ELEMENTARY DIAGRAM

DWG. NO.
E13
SHEET
11 OF 14



CUBICLE LAYOUT



EXISTING FIELD CONTROL STATION (FCS)
LOCATED AT EQUIPMENT

N

0

4

8

SCALE IN FEET

NEMA
12
AREA

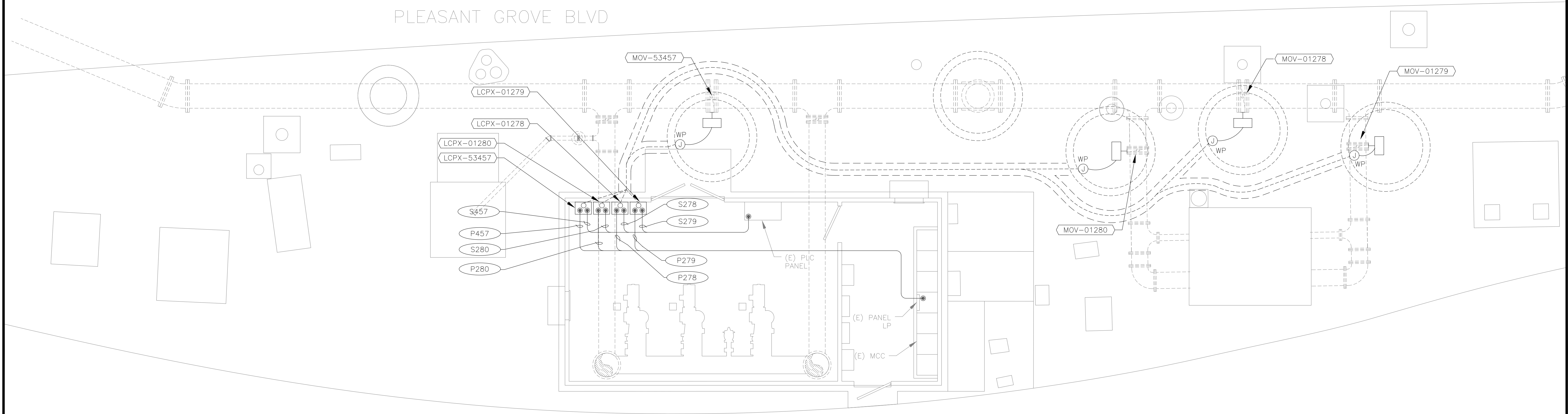
INSIDE BUILDING

NEMA
4X
AREA

OUTSIDE BUILDING

CONDUIT & WIRE ROUTING SCHEDULE - PLEASANT GROVE RD PS													
REF	CONDUIT	FROM	TO	QTY	SIZE	TYPE	PWR	SIZE	GND	CONTROL	SIGNAL	SIZE	NOTES
DWG	NO.						QTY		SIZE	QTY	SIZE		
E18	P 278	MCC	LCP 278	1	1"	GRS	2	#10	#10	-	-	-	
E18	P 278	MCC	LCP 279	1	1"	GRS	2	#10	#10	-	-	-	
E18	P 280	MCC	LCP 280	1	1"	GRS	2	#10	#10	-	-	-	
E18	P 457	MCC	LCP 457	1	1"	GRS	2	#10	#10	-	-	-	
E18	S 278	PLC PNL	LCP 278	1	1"	GRS	-	-	#12	6	#14	1	PLC CMD %, STATUS OPN/CLS & FAIL
E18	S 279	PLC PNL	LCP 279	1	1"	GRS	-	-	#12	6	#14	1	PLC CMD %, STATUS OPN/CLS & FAIL
E18	S 280	PLC PNL	LCP 280	1	1"	GRS	-	-	#12	6	#14	1	PLC CMD %, STATUS OPN/CLS & FAIL
E18	S 457	PLC PNL	LCP 457	1	1"	GRS	-	-	#12	6	#14	1	PLC CMD %, STATUS OPN/CLS & FAIL

PLEASANT GROVE BLVD



EXISTING ELECTRICAL OVERALL SITE PLAN ①②③④⑤

- NOTES: ① NOT ALL EXISTING CONDUITS SHOWN. CONDUITS SHOWN ARE THOSE ASSOCIATED WITH NEW WORK.

② UG CONDUITS PER DWG GE5, DETAIL "B". HAND DIG TRENCH FOR ALL UG CONDUITS IN EXISTING AREA. EXISTING UNDERGROUND SERVICES ARE NOT SHOWN & SHALL BE PROTECTED FROM DAMAGE.
- ③ EXPOSED CONDUIT TRANSITIONS PER DWG GE5, DETAIL "D".

④ NEW PANELS INSTALLED PER DWG GE5, DETAIL "E".
- ⑤ CORE DRILL OPENINGS THROUGH BUILDING, PATCH WITH NONSHRINK GROUT TO SEAL AROUND CONDUITS AND PAINT TO MATCH EXISTING SURFACE.

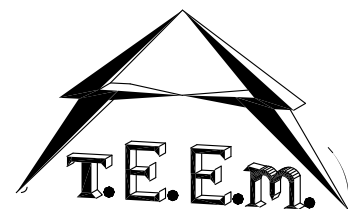
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REV	DATE	BY	DESCRIPTION	SCALE:	WARNING 0 1/2 1 NONE IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.	DESIGNED <u>S. KIMIZUKA</u>	DOMENICHELLI & ASSOCIATES 5180 Golden Foothill Parkway Ste. 220 El Dorado Hills, CA 95762 Ph: (916) 933-1997 Fax: (916) 933-4778	CITY OF ROSEVILLE CALIFORNIA 2005 HILLTOP CIRCLE ROSEVILLE, CA 95747 PHONE: 916-774-5750 PROFESSIONAL ENGINEER M. Kimizuka No. 135683 Exp. 9-30-2024 STATE OF CALIFORNIA 1/1/23 <td colspan="2">PLEASANT GROVE PUMP STATION VFD UPGRADE & VALVE AUTOMATION</td> <td>DWG. NO. E18</td>	PLEASANT GROVE PUMP STATION VFD UPGRADE & VALVE AUTOMATION		DWG. NO. E18
EXISTING ELECTRICAL OVERALL SITE PLAN									SHEET 12 OF 14		
REV	DATE	BY	DESCRIPTION								

20230111.161347 Z:\ACADD\DWG\2021\2108B\2108BEC018.DWG

20230111.1.161406 Z:\ACADDWG\2021\2108B\2108B001.DWG



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REV	DATE	BY	DESCRIPTION

SCALE:



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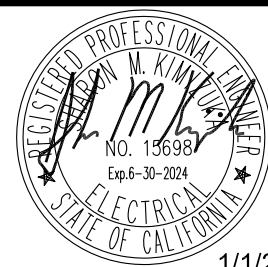
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1/1/23

PLEASANT GROVE PUMP STATION
VFD UPGRADE & VALVE AUTOMATION

INSTRUMENTATION SYMBOLS
& ABBREVIATIONS

DWG. NO.

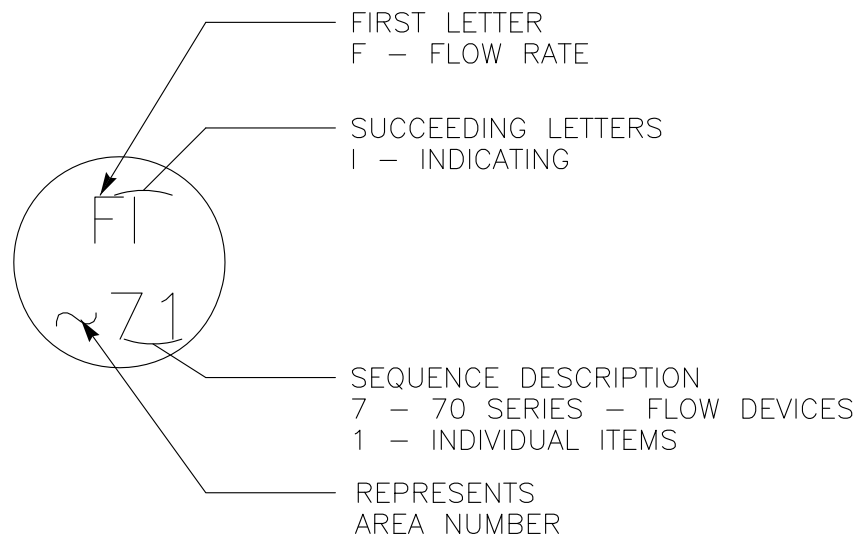
11

SHEET

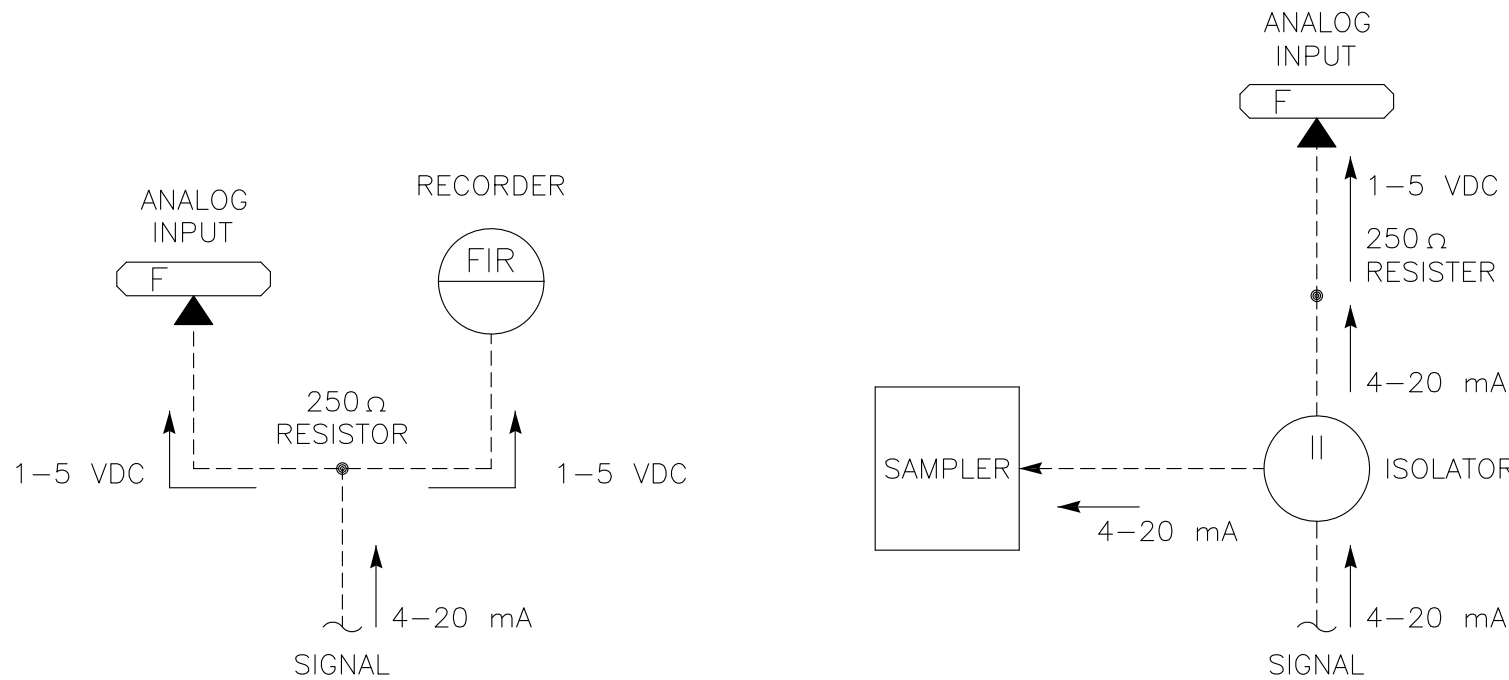
13 of 14

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
P & I DIAGRAM SYMBOLS		P & I DIAGRAM SYMBOLS	
	FIELD MOUNTED INSTRUMENT		VALVE (GENERAL)
	FACE MOUNTED INSTRUMENT ON LOCAL PANEL, OPERATOR ACCESSIBLE		GATE (GENERAL)
	FACE MOUNTED INSTRUMENT ON FIELD PANEL, OPERATOR ACCESSIBLE		CHECK VALVE (GENERAL)
	INSTRUMENT MOUNTED IN LOCAL PANEL, OPERATOR INACCESSIBLE		
	INSTRUMENT MOUNTED IN FIELD PANEL, OPERATOR INACCESSIBLE		PUMP (GENERAL)
	OPERATION PERFORMED WITH LOGIC OR HARDWIRED DEVICES		
	— REFERENCE ELEMENTARY DWG. #		BLOWER (GENERAL)
	PLC OR COMPUTER FUNCTION PERFORMING OPERATION WITH VISUAL INDICATION		VALVE/GATE NUMBER
	PLC OR COMPUTER FUNCTION PERFORMING OPERATION WITH VISUAL ALARM INDICATION		EQUIPMENT NUMBER
	PLC OR COMPUTER PERFORMING INTERNAL OPERATION		ELECTRIC SIGNAL
	PLC OR COMPUTER PERFORMING INTERNAL ALARM OPERATION		LOGIC OR DATA SIGNAL
	PROPORTIONAL, INTEGRAL, AND DIFFERENTIAL PARAMETERS		PNEUMATIC SIGNAL
	RATIO AND BIAS PARAMETERS		CAPILLARY TUBING (FILLED SYSTEM)
	AUDIBLE ALARM (BUZZER OR HORN)		HYDRAULIC SIGNAL
	ANNUNCIATOR WINDOW R – ROW # C – COLUMN #		SONIC OR ELECTROMAGNETIC SIGNAL
	LAMP INDICATION (STATUS OR ALARM)		ELECTRIC SUPPLY
	DISCRETE INPUT		SERVICE AIR
	DISCRETE OUTPUT		INSTRUMENT AIR
	ANALOG INPUT		DISCONNECT SWITCH
	ANALOG OUTPUT		
	JUMP TAG FROM ONE AREA TO ANOTHER AREA OF DRAWING		
	"a" TAG CONNECT POINT ON EACH DRAWING		
	CONTINUED ON DWG P-X		
	AUTODIALER PRIORITY # PC BASED SOFTWARE		

INSTRUMENT IDENTIFICATION LETTERS				
FIRST – LETTER	SUCCEEDING – LETTER			
MEASURED OF INITIATING VARIABLE	MODIFIER	READOUT PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
A ANALYSIS		ALARM		
B BURNER, COMBUSTION		USER'S CHOICE	USER'S CHOICE	USER'S CHOICE
C CONDUCTIVITY			CONTROLLER	
D DENSITY	DIFFERENTIAL			
E VOLTAGE		SENSOR, PRIMARY ELEMENT		
F FLOW RATE	RATIO (FRACTION)			
G GENERAL		GLASS VIEWING DEVICE		
H HAND				HIGH, OPENED
I CURRENT (ELEC.)		INDICATING, INDICATOR		
J POWER	SCAN			
K TIME, TIME SCHEDULE	TIME RATE OF CHANGE		CONTROL STATION	
L LEVEL		LIGHT		LOW, CLOSED
M MOISTURE	MOMENTARY			MIDDLE
N STATUS		STATUS	USER'S CHOICE	USER'S CHOICE
O OPERATOR		ORIFICE, RESTRICTION		
P PRESSURE, VACUUM		POINT (TEST) CONNECTION		
Q QUANTITY	INTEGRATE, TOTALIZE			
R RESET		RECORD		
S SPEED, FREQUENCY	SAFETY		SWITCH	
T TEMPERATURE			TRANSMITTER	TEST
U MULTIVARIABLE		MULTIFUNCTION	MULTIFUNCTION	MULTIFUNCTION
V VIBRATION, MECH. ANALYSIS			VALVE, DAMPER LOUVER	
W WEIGHT, FORCE		WELL		
X SWITCH	X AXIS	UNCLASSIFIED	UNCLASSIFIED	UNCLASSIFIED
Y EVENT, STATE OR PRESENCE	Y AXIS		RELAY, COMPUTER, CONVERTOR	
Z POSITION DIMENSION	Z AXIS		DRIVER, ACTUATOR, UNCLASSEIFIED FINAL CONTROL ELEMENT	



P&ID INSTRUMENT IDENTIFICATION EXAMPLE



TYPICAL SIGNAL FLOWS

NUMBERING SEQUENCE

SEQUENCE NUMBER	DESCRIPTION
00	COMMON ALARM
01–09	INDIVIDUAL ITEMS
10	MECHANICAL
20	MECHANICAL
30	MECHANICAL
40	MECHANICAL
50	LEVEL DEVICES
60	PRESSURE DEVICES
70	FLOW DEVICES
80	ANALYTICAL DEVICES
90	SAFETY & SECURITY DEVICES



COUNCIL COMMUNICATION

CC #: 2723
File #: 0203-07

Title: Heating, Ventilation and Air Conditioning Maintenance and Repair Services - Contract Purchase Agreements
Contact: Darci Carpenter 916-774-5702 drcarpenter@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt resolutions approving Contract Purchase Agreements for Heating, Ventilation and Air Conditioning Maintenance and Repair Services with ACCO Engineered Systems, Inc., Mesa Energy Systems, Inc. dba Emcor Services Mesa Energy, and Lawson Mechanical Contractors, LLC, and authorizing the City Manager to execute them on behalf of the City of Roseville. Staff also requests authorization for the City Manager or his designee to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

In February of 2023, staff issued Request for Proposals No. 01-064 for HVAC Maintenance & Repair Services to which five (5) qualified proposals were received. After careful review and rating of each proposal, staff recommends awarding a contract purchase agreement to the following three vendors: ACCO Engineered Systems, Mesa Energy Systems, Inc. dba Emcor Services Mesa Energy, and Lawson Mechanical Contractors, LLC. The intent of the City is to enter into a five-year agreement, with an initial one-year period and four optional renewal years, with the selected vendors.

FISCAL IMPACT

The combined value of the initial agreements is \$1,200,000 (\$400,000 each), not to exceed annual budgeted amounts. Funding is included in the proposed FY2023-24 budget for Building Maintenance, Electric Power Plant, Adventure Clubs, Golf Course, Pleasant Grove Wastewater Treatment Plant, and Dry Creek Wastewater Treatment Plant. Funding for the three contracts will be encumbered one year at a time pending Council approval of the budget each year. Combined funding for the optional renewal years is as follows: FY2024-25 \$1,400,000; FY2025-26 \$1,600,000; FY2026-27 \$1,800,000; and FY2027-28 \$2,000,000.

ENVIRONMENTAL REVIEW

The proposed project is a contract for on-call HVAC maintenance and repair services on an as-needed basis at existing City 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.

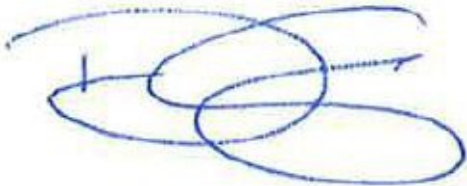
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional City services

Respectfully Submitted,

Darci Carpenter, Administrative Technician

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-192

CPA 3002795 - ACCO

Resolution 23-193

CPA 3002797 - Mesa Emcor

Resolution 23-194

CPA 3002798 - Lawson

RESOLUTION NO. 23-192

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

WHEREAS, a contract purchase agreement (3002795) for heating, ventilation and air conditioning maintenance and repair services, by and between the City of Roseville and ACCO Engineered Systems, 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 approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3002795

Supplier Details:

Company ACCO Engineered Systems Inc
Contact Stephen Alwan
Address 9290 Beatty Dr

Sacramento, CA 95826

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 two (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**
Partnership - **Any general partner**

Corporation - **Two options:**

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are not corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3002795

Agreement	3002795
Agreement Date	27-MAR-2023
Revision	0
Agreement Amount	400,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488

Fax: (916) 784-3796

Email: accountspayable@roseville.ca.us

Supplier **ACCO Engineered Systems Inc**
 9290 Beatty Dr

Sacramento, CA 95826

Phone: ()

Fax: ()

Email: salwan@accoes.com

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-064 AND CONTRACTOR'S PROPOSAL THERETO TITLED CITY OF ROSEVILLE HVAC MAINTENANCE & REPAIR SERVICES RFP #01-064 DATED 2/27/23 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-064 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT DARCI CARPENTER AT 916-774-5702 OR BY EMAIL AT DRCARPENTER@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	13269	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
18-May-2023	17-May-2024	Tiffany Valdez Phone 1-916-746-1109			

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
 - c. Additional Insureds. Contractor shall also provide a separate endorsement or

section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

- (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
 - f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the

performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. 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.
20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. 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.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently

established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. 00807163

Contractor License No. 120696

DIR Registration No. 1000000546

Check mark the applicable company type below:

X Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.

Construction T&C

REV 3/2/21 JS

**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:X

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional:_____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant:_____

Professional Liability:
\$1 Million/occurrence

IT Services:_____

Professional Liability:
\$1 Million/occurrence
No auto required

Hazardous Materials:_____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors:_____

No auto required
No workers' comp required

Professional Counseling/ Psychological:_____

Professional Liability:
\$1 Million/occurrence
No auto required

Pyrotechnics:_____

General Liability:
\$5 Million/occurrence
\$10 Million aggregate
Auto - \$2 Million/occurrence

Chemical/Environmental:_____

General Liability:
\$3 Million/occurrence
\$6 Million aggregate
Pollution – \$2 Million/Occurrence
Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

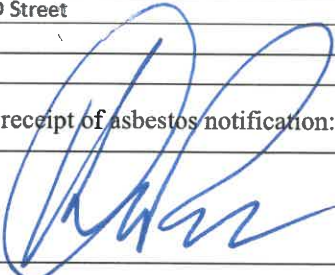
- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg.- 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	 Hugh Palmer Assistant Secretary
COMPANY NAME	ACCO Engineered Systems, Inc.
DATE	4/13/23

Asbestos
Rev 01/16/19

Supplier

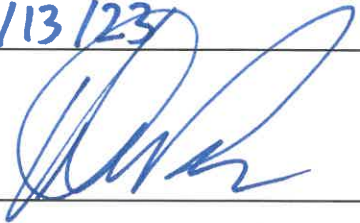
Signature:  _____

Print Name: **Charles Oberosler**
Vice President

Title: _____

Date: **4/13/23** _____

Supplier

Signature:  _____

Print Name: **Hugh Palmer**
Assistant Secretary

Title: _____

Date: **4/13/23** _____

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

RESOLUTION NO. 23-193

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MESA ENERGY SYSTEMS, INC., DBA EMCOR SERVICES MESA ENERGY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3002797) for heating, ventilation and air conditioning maintenance and repair services, by and between the City of Roseville and Mesa Energy Systems, Inc. dba Emcor Services Mesa Energy, 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 approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3002797

Supplier Details:

Company Mesa Energy Systems Inc dba Emcor Services Mesa Energy
Contact Kendrick Kiefert
Address 3633 Seaport Blvd

West Sacramento, CA 95691

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 two (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are not corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3002797

Agreement	3002797
Agreement Date	27-MAR-2023
Revision	0
Agreement Amount	400,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Mesa Energy Systems Inc dba Emcor**
Services Mesa Energy
3633 Seaport Blvd

West Sacramento, CA 95691

Phone: ()
Fax: ()
Email: kkiefert@emcor.net

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-064 AND CONTRACTOR'S PROPOSAL THERETO TITLED RFP #01-064 HVAC SERVICES DATED 3/1/23 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-064 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT DARCI CARPENTER AT 916-774-5702 OR BY EMAIL AT DRCARPENTER@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12596	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
18-May-2023	17-May-2024	Tiffany Valdez Phone 1-916-746-1109			

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
 - c. Additional Insureds. Contractor shall also provide a separate endorsement or

section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

- (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
 - f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the

performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. 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.
20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. 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.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently

established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. 00828585

Contractor License No. 611215

DIR Registration No. 1000002425

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.

*Construction T&C
REV 3/2/21 JS*

**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:X

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional:_____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant:_____

Professional Liability:
\$1 Million/occurrence

IT Services:_____

Professional Liability:
\$1 Million/occurrence
No auto required

Hazardous Materials:_____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors:_____

No auto required
No workers' comp required

Professional Counseling/ Psychological:_____

Professional Liability:
\$1 Million/occurrence
No auto required

Pyrotechnics: _____

General Liability:
\$5 Million/occurrence
\$10 Million aggregate
Auto - \$2 Million/occurrence

Chemical/Environmental: _____

General Liability:
\$3 Million/occurrence
\$6 Million aggregate
Pollution – \$2 Million/Occurrence
Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	Mesa Energy Systems, Inc.
DATE	4/4/23

Asbestos
Rev 01/16/19

Supplier

Signature: _____

Print Name: _____

Title: _____

Date: _____

Supplier

Signature: _____

Print Name: _____

Title: _____

Date: _____

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

RESOLUTION NO. 23-194

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY
OF ROSEVILLE AND LAWSON MECHANICAL CONTRACTORS, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3002798) for heating, ventilation and air conditioning maintenance and repair services, by and between the City of Roseville and Lawson Mechanical Contractors, LLC, has been reviewed by the City Council; and

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3002798

Supplier Details:

Company Lawson Mechanical Contractors LLC
Contact Tracey Jans
Address PO Box 277490

Rancho Cordova, CA 95827

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 two (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are not corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3002798

Agreement	3002798
Agreement Date	28-MAR-2023
Revision	0
Agreement Amount	400,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Lawson Mechanical Contractors LLC**
PO Box 277490

Rancho Cordova, CA 95827
Phone: (279) 210-8439
Fax: ()
Email: TJans@LawsonMechanical.com

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-064 AND CONTRACTOR'S PROPOSAL THERETO TITLED HVAC MAINTENANCE & REPAIR SERVICES RFP #01-064 RESPONSE DATED 2/26/23 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-064 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT DARCI CARPENTER AT 916-774-5702 OR BY EMAIL AT DRCARPENTER@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15617	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
18-May-2023	17-May-2024	Tiffany Valdez Phone 1-916-746-1109			

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
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7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
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 - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
 - c. Additional Insureds. Contractor shall also provide a separate endorsement or

section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

- (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. **Cancellation/Modification.** Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. **Umbrella/Excess Insurance.** The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
 - f. **Subcontractors.** Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
 - g. **Self-Insured Retentions.** All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. **Waiver of Subrogation.** Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
 - i. **Liability/Remedies.** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the

performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. 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.
20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. 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.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently

Contract Purchase Agreement 3002798

established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. 00833149

Contractor License No. 1101403

DIR Registration No. 1001017443

Check mark the applicable company type below:

 Corporation

 X Limited Liability Company

 Partnership

 Sole Proprietor

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.

*Construction T&C
REV 3/2/21 JS*

**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:X

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional: _____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

Professional Liability:
\$1 Million/occurrence
No auto required

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

Contract Purchase Agreement 3002798

Pyrotechnics: _____

General Liability:
\$5 Million/occurrence
\$10 Million aggregate
Auto - \$2 Million/occurrence

Chemical/Environmental: _____

General Liability:
\$3 Million/occurrence
\$6 Million aggregate
Pollution – \$2 Million/Occurrence
Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Contract Purchase Agreement 3002798

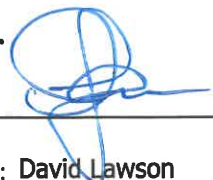
Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	Lawson Mechanical Contractors, LLC
DATE	March 31, 2023

Asbestos
Rev 01/16/19

Supplier

Signature:  _____

Print Name: David Lawson

Title: President

Date: March 31, 2023

Supplier

Signature:  _____

Print Name: Stephen Humason

Title: Senior Vice President - Business Development & Engineering

Date: March 31, 2023

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____



COUNCIL COMMUNICATION

CC #: 2697
File #: 0704-01

Title: Audrey Huisking (W-50D) Park Project - Notice of Completion
Contact: Heather Buck 916-774-5254 hcbuck@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council accept the Audrey Huisking Park Project as complete and adopt a resolution authorizing the Parks, Recreation & Libraries Director to execute the attached Notice of Completion.

BACKGROUND

Audrey Huisking Park, formerly W-50D, is a 1.2-acre neighborhood park site located at Garland Way and Meeker Way in the West Roseville Specific Plan. The project included a children's play area, zip line, pedestrian pathways, shaded picnic tables, benches, open turf areas, landscaping and irrigation.

In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion.

FISCAL IMPACT

The project was funded with development fees collected in the West Roseville Neighborhood Park Fund. Maintenance of the park will be funded from the Westpark Community Facilities District No. 2 (Public Services).

ENVIRONMENTAL REVIEW

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

This Notice of Completion meets the above criteria and is not subject to CEQA. No additional

environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Heather Buck, Park Development Project Manager

Jill Geller, Director, Parks, Recreation & Libraries



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-168

NOC

RESOLUTION NO. 23-168

ACCEPTING THE PUBLIC WORK KNOWN AS THE AUDREY HUISKING 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

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 Audrey Huisking Park Project, has been approved and the public work accepted.
2. The Parks, Recreation and Libraries Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, 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 _____ 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 _____.

The surety on said project was _____.

_____.

City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

I, _____, being first duly sworn, depose and say: I am the _____ 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.

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____, _____
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

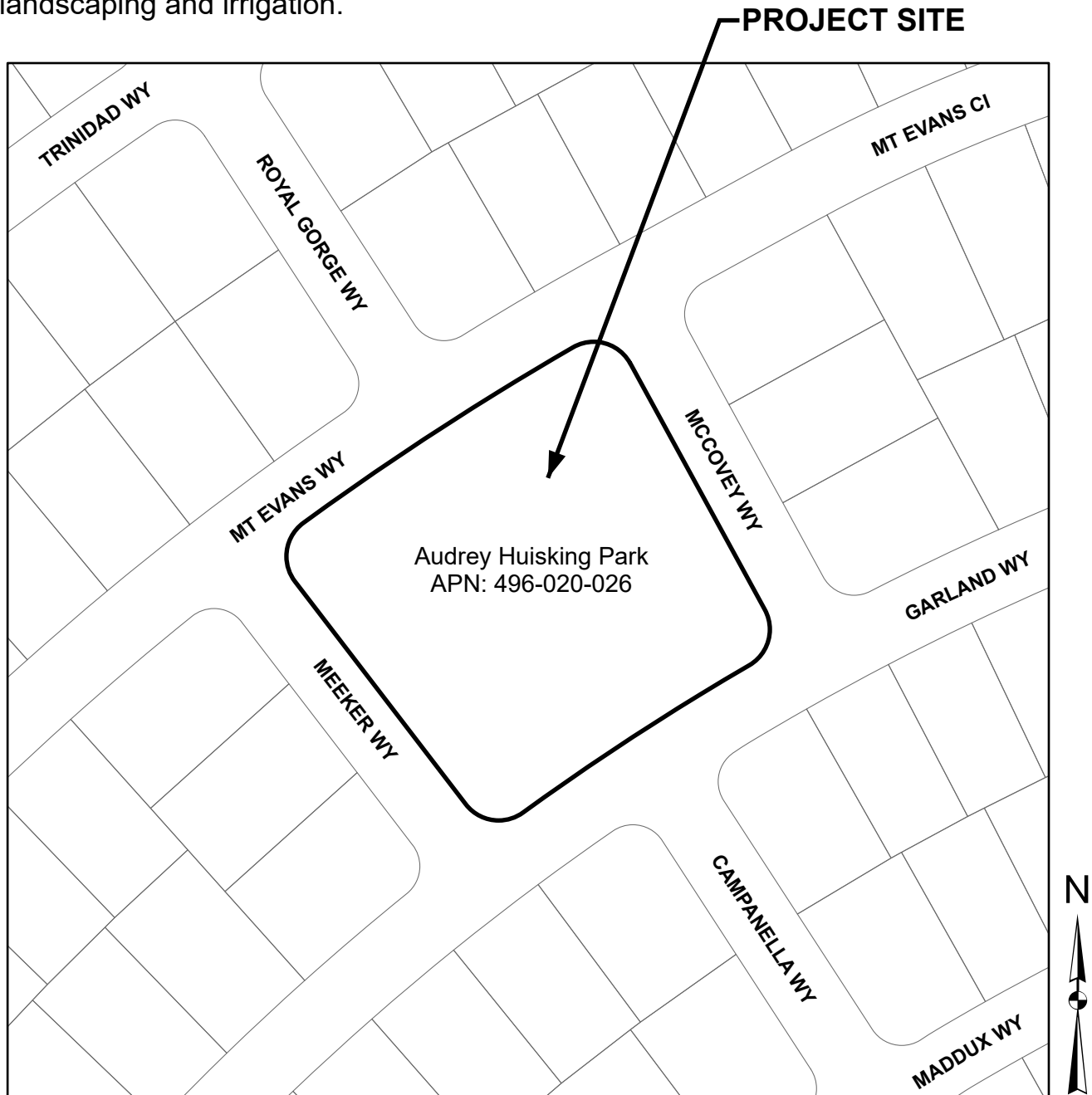
Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A

Audrey Huisking (W-50D) Park Project 6485 Garland Way, Roseville, CA 95747

The project scope of work includes a installation of a children's play area, zip-line, pedestrian pathways, shaded picnic tables, and benches, open turf areas, landscaping and irrigation.





COUNCIL COMMUNICATION

CC #: 2705

File #: 0704

Title: Special Inspection and Materials Testing Services – On-Call Professional Services Agreement Amendment
Contact: Heather Buck 916-774-5254 hcbuck@roseville.ca.us

Meeting Date: 5/17/2023

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the Council adopt a resolution to authorize the City Manager to execute the first amendment to professional services agreement for On-Call Special Inspection and Materials Testing Services with ENGEO, Inc. Additionally, staff requests authorization for two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

BACKGROUND

The Parks, Recreation & Libraries Department is projecting construction of many capital improvement projects, including new and major rehabilitation projects over the next three years, including, but not limited to, the Roseville Soccer Complex. Materials testing and special inspection services is required for these projects.

In April 2022, the Parks, Recreation, & Libraries Department issued a Request for Proposals (RFP) to provide on-call materials testing and special inspection services. A contract was awarded to ENGEO, Inc. that included a one-year base term with the option of three additional one-year extensions. This is the first extension of the contract. Additionally, staff is requesting an increase to the annual authorization from \$100,000 to \$400,000 because there are several large school park sites and the Roseville Soccer Complex is anticipated to be under construction in the next few years.

FISCAL IMPACT

Funding for services shall be provided through capital improvement project budgets, approved professional services budgets, or developer reimbursements. Project-specific quotes will be obtained prior to the start of any work. The base year contract amount was not to exceed \$100,000. Optional year extensions, should they be approved by the City Manager, will be

\$400,000 per year, for a total contract amount not to exceed \$1,300,000.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Heather Buck, Park Development Project Manager

Jill Geller, Director, Parks, Recreation & Libraries

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal stroke, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-172

Agreement

RESOLUTION NO. 23-172

APPROVING A FIRST AMENDMENT TO ON-CALL PROFESSIONAL SERVICES
AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ENGEO, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to on-call professional services agreement for Special Inspection and Materials Testing Services, by and between the City of Roseville and ENGEO, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
ON-CALL PROFESSIONAL SERVICES AGREEMENT**

Special Inspection and Materials Testing Services

THIS FIRST AMENDMENT TO ON-CALL PROFESSIONAL SERVICES AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and ENGEO Incorporated, a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into an On-Call Professional Services Agreement dated August 4, 2022 (“Agreement”) regarding special inspection and materials testing services (“Project”);

WHEREAS, CITY is exercising its option to extend the term of the Agreement for an additional one (1) year period and CONSULTANT is willing and able to provide such services.

NOW, THEREFORE, the parties agree as follows:

1. Section 1 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY is exercising its option to extend the term of the Agreement for an additional one (1) year period commencing July 01, 2023 and ending on June 30, 2024”.

2. Section 3 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay four hundred thousand dollars (\$400,000), in consideration of the additional services to be provided during the term of the First Amendment to Agreement. This brings the total not to exceed contract amount to five hundred thousand dollars (\$500,000). Total compensation for optional renewal years of this Agreement shall not exceed four hundred thousand dollars (\$400,000).”

3. Exhibit “B” to the Agreement is hereby replaced with Exhibit “B” to this First Amendment to Agreement, attached hereto and incorporated herein by reference, which reflects the new CONSULTANT’s cost proposal for the term of the First 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 First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2023, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

ENGEO INCORPORATED, a California
corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: Eliahu, President

[SIGNATURES CONTINUED ON NEXT PAGE]

ATTEST:

and

BY: _____
its: _____

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

EXHIBIT “B”

**CITY OF ROSEVILLE
PREFERRED CLIENT FEE SCHEDULE
PROFESSIONAL SERVICES**

Effective July 1, 2023 (Valid through June 30, 2024)

President.....	\$465.00 per hour
Principal.....	\$365.00 per hour
Associate.....	\$305.00 per hour
Subject Matter Expert.....	\$400.00 per hour
Senior.....	\$265.00 per hour
Project.....	\$235.00 per hour
Staff.....	\$205.00 per hour
Assistant.....	\$165.00 per hour
Construction Services Manager II.....	\$210.00 per hour*
Construction Services Manager I.....	\$200.00 per hour*
Senior Field Representative II.....	\$176.00 per hour**/**
Senior Field Representative I.....	\$157.00 per hour**/**
Field Representative.....	\$145.00 per hour**/**
Senior Laboratory Technician.....	\$180.00 per hour
Laboratory Technician.....	\$160.00 per hour
GIS Developer.....	\$190.00 per hour
Senior GIS Analyst.....	\$185.00 per hour
GIS Analyst.....	\$175.00 per hour
Senior CAD Specialist.....	\$175.00 per hour
CAD Specialist.....	\$160.00 per hour
Network Administrator.....	\$250.00 per hour
Project Assistant.....	\$145.00 per hour

- * Two-hour minimum portal to portal and cancellations within 24 hours.
- * **OVERTIME RATES:** Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.
- ** For Prevailing Wage projects, increase the hourly rate by \$19.
- ** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8); rates increased by factor 2.5 for all night shift hours worked in excess of twelve (12).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental Cost plus 25%
- Expert Witness, Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge) \$2,400.00 half day, \$4,800.00 full day

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
Bailers (Disposable)	10.00	each
Coatings Thickness Kit (eg. Fireproofing, Protective Paint)	30.00	hour
Concrete Crack Monitor	20.00	each
Coring Machine	30.00	hour
Double-Ring Infiltrometer	50.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	45.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Electric Auger)	50.00	hour
Floor Flatness/Floor Level Equipment	40.00	hour
Generator	15.00	hour
GIS Website Portal Subscriptions	50.00	month
GPS Handheld Device	10.00	hour
Drone Equipment	210.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	25.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	25.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	20.00	hour
Reinforcing Bar Locator	100.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Seisometer	50.00	hour
Skidmore Wilhelm Bolt Tension Calib.	40.00	hour
Slope Inclinator/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	15.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	50.00	hour
Vapor Emission Test Kit	40.00	kit
Vector Conversion	60.00	conversion
Vehicle, nuclear gauge, equipment, wireless communication. *Add \$5.00/hr. for RTK enabled autotesting equipment.	33.00*	hour
Vehicle, equipment, wireless communication	23.00	hour
Vibration Monitor	1800.00	month
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.98	mile
Parking	actual	actual
AutoCAD, Civil 3D, GIS, Drone Data Processing	29.00	hour
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

CITY OF ROSEVILLE SUMMARY OF LABORATORY FEES

Effective July 1, 2023 (Valid through June 30, 2024)

Our Laboratories are accredited by AASHTO, Caltrans, DSA, and the US Army Corps of Engineers

LAB CODE	TEST SPECIFICATION	STANDARD TURNAROUND (BUSINESS DAYS) *	STANDARD PRICING*	RUSH TURNAROUND (BUSINESS DAYS)*	RUSH PRICING*
SOIL AND ROCK					
8800	Caltrans Relative Compaction, CT216	3	\$435	Same Day	\$870
9100	Clay Lumps and Friable Particles, ASTM C142	5	\$105	Next Day	\$210
9130	Cleanness Value, CT 227 each	5	\$250	2	\$500
8310	Compaction, ASTM D1557 (A-C)	4	\$370	2	\$740
8311	Compaction Point, AASHTO T272	4	\$370	2	\$740
8312	Compaction, ASTM-1557 (A-D) or ASTM-D698 with Correction	4	\$435	2	\$870
8315	Compaction, Rock Correction, ASTM D4718	4	\$94	Next Day	\$187
8316	Compaction, ASTM D4253, Vibratory Table	4	\$440	2	\$880
8317	Compaction, Lime/Cement Treated, ASTM D558	5	\$440	3	\$880
8220	Consolidation – Incremental Loading ASTM D2435, Method A	32	\$600	16	\$1,200
8221	Consolidation – Incremental Loading ASTM D2435, Method B	32	\$665	16	\$1,330
8230	Consolidation, ASTM D2435 Unload – Reload Cycle	4	\$80	2 Additional	\$160
8410	Consolidation – CRS, ASTM D4186, Depths from 0 to 75 feet	5	\$700	4	\$1,400
8411	Consolidation – CRS, ASTM D4186, Depths from 75 feet and below and/or stiff clays	5	\$770	4	\$1,540
Additional Unload – Reload Cycle (for CRS, Lab Code 8410 and 8411 only)					
8412	Stress Range: 1 - 5 ksf	Variable	\$170	N/A	\$340
8413	Stress Range: 5 - 10 ksf	Variable	\$255	N/A	\$510
8414	Stress Range: 10 - 15 ksf	Variable	\$340	N/A	\$680
8415	Stress Range: 15 - 20 ksf	Variable	\$420	N/A	\$840
8184	Deep Soil Mix (DSM) Compression Test	5	\$94	2	\$188
8201	Direct Shear – CD, Additional Cycles (per point) ASTM D3080	2	\$82	N/A	\$164
8202	Direct Shear – CD, (2-points) ASTM D3080	8	\$570	5	\$1,140
8203	Direct Shear – CD, (3-points) ASTM D3080	12	\$810	8	\$1,620
8204	Direct Shear – CD, (4-points) ASTM D3080	16	\$1080	12	\$2,160
8451	Direct Shear – CD, (Additional Point) ASTM D3080	5	\$275	3	\$550
8991	Cyclic Simple Shear Test (CSS), ASTM D8296	5	\$2,100	5	\$4,200
8992	Monotonic Simple Shear Test, ASTM D6528 - NOT AVAILABLE AT THIS TIME	5	\$1,000	5	\$2,000
8900	Durability Index, CT229	5	\$280	Next Day	\$560
8320	Expansion Index, ASTM D4829	8	\$460	4	\$920
8321	Expansion Index, ASTM D4829 - Lime Treated in Lab	Dependent on cure time	\$495	Dependent on cure time	\$990
9630	Fine Aggregate Angularity Percentage, CT 234, AASHTO T304, Method A	5	\$170	Next Day	\$340
8990	Laboratory Miniature Vane Shear (peak Value), ASTM D4648	5	\$145	Next Day	\$290
8160	Moisture Content & Unit Weight, ASTM D7263	5	\$70	Next Day	\$140
8140	Moisture Only, ASTM D2216, CT 226	5	\$45	Next Day	\$90
8150	Moisture Only, ASTM D4643, CT 370 (By Microwave oven)	5	\$110	Same Day	\$220
9590	Organic Content of Soil ASTM D2974	5	\$190	Next Day	\$380
9090	Organic Impurities, ASTM C40	5	\$160	Next Day	\$320
9120	Percent Crushed Particles Per Fraction, CT205	5	\$185	Same Day	\$370
9110	Percent Flat or Elongated Particles, ASTM D4791, CT 235	5	\$220	Same Day	\$440

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LAB CODE	TEST SPECIFICATION	STANDARD TURNAROUND (BUSINESS DAYS) *	STANDARD PRICING*	RUSH TURNAROUND (BUSINESS DAYS) *	RUSH PRICING*
8980	Soil pH, percent Lime for Stabilization, ASTM D6276 (Eades and Grimm)	5	\$465	Next Day	\$930
8040	Hydraulic Conductivity, Falling Head or Constant Head, ASTM D5084 Currently Unavailable	8	\$550	4	\$1,100
8870	Soil pH, ASTM D4972, CT 643	5	\$115	Same Day	\$230
8190	Plasticity Index, Dry Method - ASTM D4318	5	\$290	Next Day	\$580
8191	Plasticity Index, Wet Method - ASTM D4318 (ASTM Default method)	5	\$290	Next Day	\$580
8192	Plasticity Index, Lime-treated - ASTM D4318)	5	\$315	Next Day	\$630
8510	Rock Core Unconfined Compressive Strength, ASTM D7012	5	\$315	Same Day	\$330
8970	R-Value - Lime Treated, ASTM D2844 CT301	6	\$700	3	\$1,400
8290	R-Value, ASTM 2844, CT301	6	\$600	3	\$1,050
8280	Sand Equivalent, CT 217, ASTM D2419	5	\$225	Next Day	\$450
8261	Dry Sieve, ASTM D1140, C117	5	\$170	Next Day	\$340
8262	#200 Wash, ASTM D1140, C117	5	\$125	Next Day	\$250
8263	Sieve & #200 Wash, D6913, C136, CT202	5	\$195	Next Day	\$390
8264	Sieve & Hydrometer, ASTM D422, D7928	5	\$325	2	\$650
8250	Specific Gravity, ASTM D854	5	\$250	Next Day	\$500
8251	Specific Gravity, ASTM C127 or C128	5	\$132 Per Size Fraction	Next Day	\$265 Per Size Fraction
8660	Specimen Remolding and/or Lab Mixing (per specimen)	Varies	\$140	Dependent on type of remolding	\$280
8240	California Bearing Ratio (CBR), ASTM D1883	4	\$265	Next Day	\$530
9070	Sulfate Soundness, CT 214, ASTM C88	6	\$270/ Fraction	Dependent on number of fractions	\$540/ Fraction
8111	Sulfate Testing in Soils ASTM C1580	5	\$235	Next Day	\$470
8490	Swell Test A, per point ASTM D4546 - 2004	5	\$370	4	\$740
8500	Swell Test B, per point ASTM D4546 - 2004	5	\$400	4	\$800
8501	Swell Test C, per point ASTM D4546 - 2004	5	\$350	4	\$700
8491	Swell/Collapse Test A, per point ASTM D4546	8	\$375	4	\$750
8503	Swell/Collapse Test B, per point ASTM D4546	5	\$375	Dependent on material behavior	\$750
8502	Swell/Collapse Test C, per point ASTM D4546	5	\$400	Dependent on material behavior	\$400
8170	Soil Cement – Wet/Dry Durability, ASTM D559	Varies	\$1,250	N/A	\$2,500
8350	Isotropic Triaxial Compression – CU, Single Specimen, Multistage Test ASTM D4767 - Modified	Varies	\$1,050/ Stage	Dependent on number of stages and material type	\$2,100/ Stage
8340	Isotropic Triaxial Compression – CU (1- point) ASTM D4767, USACE	5	\$605	4	\$1,210
8341	Isotropic Triaxial Compression – CU (2 points) ASTM D4767, USACE	9	\$1,210	8	\$2,420
8342	Isotropic Triaxial Compression – CU (3 points) ASTM D4767, USACE	14	\$1,875	12	\$3,750
8343	Isotropic Triaxial Compression – CU (4 points) ASTM D4767, USACE	18	\$2,350	15	\$4,700
8330	Isotropic Triaxial Compression – UU (per point) ASTM D2850, USACE	5	\$220	Next Day	\$440
8180	Unconfined Compression - Soils, ASTM D2166	5	\$145	Next Day	\$290
8181	Unconfined Compression, Lime/Cement-Treated Soil ASTM D5102/D1633	18	\$380	9	\$760

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8182	Unconfined Compression, Lime/Cement-Treated Soil CTM 373	18	\$1,050	9	\$2,100
8179	Unconfined Compression, Lime/Cement Slurry	18	\$210	9	\$420
8183	Unconfined Compression, Lime/Cement -Treated Soil, Additional points	18	\$65	9	\$130
8179	Unconfined Compressive Strength Testing, Soil-Cement-Bentonite Slurry (field sample), ASTM D1633	Dependent on the specified break schedule	\$200	Dependent on the specified break schedule	\$400
8661	LA Abrasion (Rattler), ASTM C131, CT 211	4	\$230	2	\$460
CONCRETE					
9220	Absorption, ASTM C642	6	\$475	Next Day	\$950
9013	Shotcrete, Field cores (cored in the field), per core, ASTM C42	5	\$110	2	\$220
9014	Shotcrete Panel, 4 Cores ASTM C42	5	\$720	2	\$1,440
9320	Compression Test, per 6" x 12" cylinder, ASTM C39	5	\$60	Same Day	\$120
9330	Compression Test, per 4" x 8" cylinder ASTM C39	5	\$50	Same Day	\$100
9941	Flexural Strength of Concrete Beams (4"x4"x14") ASTM C78	5	\$135	Same Day	\$270
9940	Flexural Strength of Concrete Beams (6"x6"x21") ASTM C78	5	\$150	Same Day	\$300
9340	Compressive Strength of Lightweight Insulating Concrete (ASTM C495)	5	\$170	Same Day	\$340
9020	Core Trimming, In Laboratory-	5	\$70	Same Day	\$140
9950	Thickness of Drilled Concrete Cores, ASTM C174	5	\$75	Same Day	\$150
9060	Laboratory Trial Batch, ASTM C192, Including Test Cylinders	5	\$1,000	Same Day	\$2,000
9080	Length Change (3 bars, 4 readings, up to 90 days), ASTM C157 modified	28-90	\$610	28-90	\$1,220
9050	Slab Moisture Determination Test Kit	5	\$40	Next Day	\$80
9000	Unit Weight of Lightweight Concrete Cylinders (ASTM C495)	5	\$60	Next Day	\$120
CONCRETE MASONRY UNITS					
9160	Compression Test, Masonry, ASTM C140	5	\$120	Same Day	\$240
9140	Moisture Content as Received, Absorption ASTM C140	5	\$80	Next Day	\$160
MASONRY PRISMS					
9190	Compression Test, Grouted Prisms, ASTM C1314	5	\$325	Next Day	\$650
9200	Trimming Grouted Prisms	5	\$150	Next Day	\$300
MORTAR & GROUT					
9250	Compression Test 2" Mortar Cubes, ASTM C109	5	\$80	Next Day	\$160
9240	Compression, Grout Prisms, ASTM C1019	5	\$80	Next Day	\$160
9230	Compression, Mortar Cylinder, ASTM C39	5	\$80	Next Day	\$160
ASPHALTIC CONCRETE					
8010	AC Correction Factor, ASTM D6307, CT 382	N/A	N/A	N/A	\$675
8020	RAP Aggregate Gradation Correlation Factor, Caltrans LP-9	N/A	N/A	N/A	\$3,000
8070	AC Maximum Density (Avg. of 3 Briquettes) D1188, CT308	N/A	N/A	N/A	\$630
8071	AC Maximum Density (Avg. of 3 Briquettes) D1188, CT 308 (S-Value is performed prior to LTMD)	N/A	N/A	N/A	\$550
8090	AC Maximum Theoretical Unit Weight ASTM D2041, CT 309 (Rice Specific Gravity)	N/A	N/A	N/A	\$470
9460	Asphalt Core Density (4" Core), ASTM D1188, ASTM 2726, CT308	N/A	N/A	N/A	\$140
9461	Asphalt Core Density (6" Core), ASTM D1188, ASTM 2726, CT 308	N/A	N/A	N/A	\$165
9462	Thickness of Asphalt Cores, CT 308	5	\$42	2	\$84
8532	Extraction by Centrifuge ASTM 2172	N/A	N/A	N/A	\$550
8531	Extraction by Ignition Oven, ASTM D6307, CT 382	N/A	N/A	N/A	\$435
8533	Extraction by Reflux Extractor, ASTM D2172 – Method B	N/A	N/A	N/A	\$860

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8050	Stability Test (Avg. of 3 Briquettes), ASTM D1560, CT 366, (w/o Max. Density test)	N/A	N/A	N/A	\$850
8060	Marshall Stability and Flow of Bituminous Mixtures, ASTM D6927	5	\$350	3	\$700
VOLUMETRIC PROPERTIES OF HMA					
9660	Absorbed Asphalt Binder CT 367	N/A	N/A	N/A	\$210
9600	Air Void Content	N/A	N/A	N/A	\$210
9670	Bulk Specific Gravity – Admixture Blend CT 367	N/A	N/A	N/A	\$210
9640	Dust Proportions, CT 367, Caltrans LP-4	N/A	N/A	N/A	\$210
9680	Effective Asphalt Binder of Volume, CT 367	N/A	N/A	N/A	\$210
9690	Effective Binder Content, CT 367	N/A	N/A	N/A	\$210
9580	Effective Specific Gravity of Aggregate-Admixture Blend, CT 367	N/A	N/A	N/A	\$210
9620	Void Filled With Asphalt CT 367, LP-3	N/A	N/A	N/A	\$210
9610	Voids in Mineral Aggregate CT 367, LP-2	N/A	N/A	N/A	\$210
Note: Lab fees for volumetric properties of HMA per CT 367 are based on tests CT 202, CT 308, CT 309, and CT 382 have been completed.					
FIREPROOFING					
9990	Oven Dry Density, Fireproofing, per sample	5	\$110	Next Day	\$220

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- *Rush turnaround times are calculated based on the average minimum time required to complete the test and remain compliant with the applicable test standard.
- *Rush turnaround time prioritizes rush testing over other requested testing and dedicates a technician to complete the rush testing as quickly as possible. Rush turnaround times are estimates only and do not guarantee test completion within the estimated rush testing timeframe.
- *Test turnaround time is the amount of time required to perform the test once started. Test start times are dependent on available labor and equipment. Please contact Lab Services at labservices@engeo.com to determine equipment capacity and availability. Turnaround times are estimates only and do not guarantee test completion within the estimated testing timeframe.
- *The testing fees and test durations listed reflect the standard business hours required to perform the test. Samples requiring premium handling will incur additional hourly personnel charges in accordance with the Laboratory Technician Rate presented on our Fee Schedule.
- Add three days to the estimated test duration for soil testing that requires remolded specimens.
- The above fees are reviewed annually and are subject to change. Additional tests are available upon request.
- Prices exclude field collection and transportation to the laboratory.
- Supplemental fees for laboratory preparation of specimens are charged on an hourly basis.
- Where tests are to be run on an immediate need basis (tests to be initiated out of order received and regardless of status of other previously received samples), the expediting fee is 100% of the listed unit rate.
- Sample storage is \$110 per month per 0.5 cubic yards of storage space.
- There is a 3:00 pm cut-off time for sample delivery/test start time.
- Turnaround times are based on samples delivered to the laboratory before 3:00 pm. Turnaround time on samples received after 3:00 pm will begin at 7:00 am the following business day.
- Concrete/masonry compression breaks requested prior to the scheduled break date and/or prior to 7:00 am will be considered rush testing requests and billed a rush fee.
- Witness testing will be billed at \$150.00/hour per individual witness.
- There is a 100% increase in fees per test for testing contaminated samples.
- Disposal charges for contaminated samples will be billed to the project on a time-and-expense basis.
- All project required weekend work is billed directly to the project with a 2-hour minimum charge.
- Samples requiring premium handling, such as searching for testable portions (Shelby, D&M tubes, etc.), will be billed on a time-and-expense basis to the project.



COUNCIL COMMUNICATION

CC #: 2713
File #: 0800-02

Title: Placer County Water Agency - Water Supplies and Exchanges Proposed Amendments

Contact: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to authorize the City Manager to execute the proposed amendments to the *Contract Between the Placer County Water Agency (PCWA) and the City of Roseville Relating to Water Supplies and Exchanges* (original effective date of September 1, 2010), hereafter referred to as "Amended Contract."

BACKGROUND

On September 10, 2010, the City of Roseville entered into a water contract, titled "*Contract Between the Placer County Water Agency and the City of Roseville Relating to Water Supplies and Exchanges*," hereafter referred to as "Contract" with the Placer County Water Agency (PCWA) which, among other provisions, set forth access to water supplies, on a graduated time basis, for up to 30,000 acre-feet of water from PCWA's Middle Fork Project (MFP). Access to this water is subject to restrictions based on limitations agreed to in the Water Forum Agreement's Purveyor Specific Agreements.

This additional water supply was established to meet the future needs of newly planned development areas and infill areas within the City of Roseville through City buildout.

The 2010 Contract consolidated and superseded 12 previous separate agreements between the City of Roseville and PCWA dating back as far as 1989. Additionally, the 2010 Contract contained further agreements on establishment of interties between PCWA and Roseville, water wheeling provisions, rates, re-operation requirements, intertie agreements and other agreements between the agencies.

The City and PCWA acknowledge that the Contract may need to be amended as needs change over time. With that, starting in May 2021, City and PCWA staff began negotiations on a next set of proposed amendments to the 2010 Contract, with the following 14 amendments being proposed:

Amendment 1: This proposed amendment modifies the definition of the City's annual entitlement of water under the 2010 Contract to a total amount of 30,000 acre-feet of raw water in Drier Years and 44,000 acre-feet in Most Years. "Drier Years" and "Most Years" are defined presently in the City and Agency Water Forum Purveyor Specific Agreements tied to the amount of unimpaired inflow to the Lower American River in any given year.

Amendment 2: This proposed amendment adds a new subsection 3(j) that defines "Most Years" as having the same meaning as presently set forth in the City and Agency Water Forum Purveyor Specific Agreements.

Amendment 3: This is a proposed amendment to the City's annual water entitlement chart of PCWA Middle Fork water supply to reflect the following:

	Most Years (Acre Feet)	Drier Years (Acre Feet)
Until July 1, 2024	29,000 AF	29,000 AF
Until July 1, 2029	34,000 AF	30,000 AF
Until July 1, 2034	39,000 AF	30,000 AF
Thereafter	44,000 AF	30,000 AF

As part of the negotiations, Roseville staff requested 10,000 additional acre-feet of water be made available in the water years defined as "Most Years" per the Water Forum Agreement, due to ongoing infill development driven by the enactment of state legislation, including the State's Regional Housing Needs Assessment (RHNA) requirements (which are part of the update to the Housing Element that occurs every 8 years). This water supply is necessary to respond to Senate Bill 9, increased construction of accessory dwelling units, the City's adopted 2021 Housing Element and Housing Element law (including the State's Regional Housing Needs Assessment), and other adopted plans and state housing legislation which has affected the development potential and by-right housing permitted on existing housing sites throughout the City.

In order to ensure that water supply is available for projected housing based on these adopted plans and legislation, Roseville staff are proactively seeking options to obtain additional water supply to meet these demands. As discussed further in this staff report regarding Amendment 7, this additional 10,000 acre-feet would be made available in the future, as needed.

Additionally, this additional water may be made available during "non-dry" water years for groundwater recharge in the future once appropriate storage supplements are developed working with PCWA.

Amendment 4: In this proposed amendment, City staff requested that PCWA incorporate 4,000 acre-feet (AF) of water per year into the City's Annual Entitlement, subject to existing limitations in the Water Forum as far as water year types. If City Council approves the proposed Contract Amendments, the City of Roseville will terminate its water contract for 4,000 AF of water with San Juan Water District (SJWD) pursuant to the termination clause in the SJWD Contract. In addition to efficiency benefits in managing just one contract versus two, the City of Roseville will realize cost savings at an unspecified level in the future.

Reason behind the cost savings is that under the current SJWD contract, the City is required to

pay for water that it won't take regardless of whether the water is available or not (water is only available in "Most Years (normal to wet)"). Alternatively, in the proposed Amended Contract with PCWA, PCWA has agreed to only charge the City, in a "take or pay" arrangement, when water is in fact available in the "Most Years" category. PCWA would not charge the City during the "Drier Years" defined in the Water Forum Agreement.

Amendment 5: In this proposed amendment, the date required for the City to provide a schedule of MFP water deliveries is proposed to be moved from the current December 1 deadline to March 1 to time this activity after the first Central Valley Project (CVP) initial allocation announcement is made in late February. That CVP initial allocation announcement is a key data point to determine if and how much water is needed from PCWA to fill a water deficit in the City's annual CVP supply due to Reclamation's Municipal and Industrial (M&I) Shortage Policy used in dry years.

Amendment 6: This proposed amendment adjusts the payment schedule for the City to pay PCWA for MFP water supply coming from PCWA. The proposed amendment would modify the payment schedule from quarterly to a semiannual basis.

Amendment 7: This proposed amendment allows the City to pay a 10% maintenance fee, during years classified as "Most Years," in lieu of a full "take or pay" amount to maintain access to the proposed additional 10,000 acre-feet of PCWA MFP water, noted in the City's proposed amended annual water entitlement chart in Amendment 3. This proposed amendment will provide the City with the ability to maintain access to the additional 10,000 acre-feet of water for future use but only pay 10% of the normal "full take or pay" rate. Once the City exercises the option for the 10,000 acre-feet of additional MFP water, then the City would be required to pay the full "take or pay" rate.

Amendment 8: This proposed amendment would allow PCWA to reallocate up to 5 million gallons per day (MGD) of its already authorized 10 MGD maximum wheeling capacity to an intertie location at Blue Oaks Blvd. Under the existing Contract with PCWA, Roseville provides 10 MGD of Roseville water distribution capacity to allow PCWA to "wheel" PCWA water to serve its needs outside of Roseville's city limits. The City is compensated for providing the wheeling capacity to PCWA, under the current 2010 Contract.

Amendment 9: This proposed amendment states the intent for PCWA and the City to negotiate a separate agreement for the potential joint construction of a parallel pipeline at Blue Oaks Blvd. to connect to an intertie at Blue Oaks Blvd. and Santucci Blvd. and the modification of four existing City-owned Pressure Reducing Stations (PRS's). The amendment also specifies terms for negotiation of the potential project, and states, if the facility were to increase capacity for new development in the City, the City will comply with CEQA.

Amendment 10: This proposed amendment provides that PCWA and the City agree to negotiate in good faith, on any separate agreement between the City and PCWA, to jointly develop improvements as part of a Roseville-PCWA Joint Water Conveyance Project for greater water supply reliability.

Amendment 11: The proposed amendment does the following: (1) Allows PCWA to temporarily borrow up to 4 million gallons per day (MGD) of City water treatment capacity to treat PCWA's Middle Fork Project water for delivery to their customers, until the proposed PCWA Ophir Water Treatment Plant is operational, or until 2032, whichever occurs first; and, (2) Until PCWA receives

an approved Warren Act Contract from the U.S. Bureau of Reclamation to convey PCWA's Middle Fork Project water through the intake at Folsom Reservoir, the City would treat its own water supply, if available and in excess of the City's consumptive needs, in the amount of up to 4 MGD for a period not to exceed four years and resell and wheel that water to PCWA. PCWA may petition the City Manager for an extension of time, if the Warren Act Contract process with Reclamation takes longer than four years.

Amendment 12: The proposed amendment provides that in an emergency water supply situation in the City of Roseville, PCWA would provide up to an additional 10 MGD of treated water, as available, via interties between the City and PCWA. During a catastrophic "dead pool" at Folsom Reservoir's intake, both agencies would also immediately implement appropriate water conservation measures to ensure that the emergency supplies can sustain health and safety water needs of both the City and PCWA during such an emergency event.

Amendment 13: This proposed amendment provides protections to both the City and PCWA whereas neither agency would provide water if an obligation would create a violation of licenses, permits or contracts; or violates Federal, State or local law or regulation.

Amendment 14: This proposed amendment clarifies two scenarios on how water purchased from PCWA is used by the City.

In the first scenario, if the City purchases water from PCWA and directly resells that water to a third party it shall be considered a transfer of PCWA water and PCWA would be entitled to 50 percent of the net revenue from the sale. The City and PCWA also recognize that there may be future regional commitments through statewide agreements, coordinated regional efforts and other efforts that may require additional agreements and coordination over time.

In the second scenario, if the City purchases PCWA water and that purchased water is used for groundwater recharge and is therefore "banked groundwater" and could be provided outside the City's service area; and therefore PCWA would not be entitled to any net revenue of the "banked groundwater" or surface water tied to any groundwater substitution transfer. This scenario accounts for the fact that the City will likely be a significant participant in the Sacramento Regional Groundwater Bank, which is under development by the Regional Water Authority.

FISCAL IMPACT

Of the proposed amendments that have a fiscal impact, either as an expense or revenue, all transactions would impact the Water Operations Fund, which receives most of its funding from water utility sales and other miscellaneous fees. Below is a summary of specific fiscal impacts by proposed amendment, as applicable, and can reasonably be projected:

For Amendment 7, based on current water rates which may vary, this proposed amendment will cost \$28,460 annually for the 10% option fee to access an additional 10,000 acre-feet of water in the future. This option fee will only be assessed during the "Most Years" definition which is driven by hydrological conditions. So, in "Drier Years," as defined, the City of Roseville will not have to pay the option fee to PCWA, but still maintain the option for the 10,000 acre-feet of water in the future. This cost is covered in the Purchased Water budget line item in the Water Treatment Plant budget which is funded by the Water Operations Fund which receives revenue from water utility

sales.

At the point in time in the future, when the City of Roseville needs to exercise the option for the additional 10,000 acre-feet of water, staff will recommend a budget adjustment or incorporate such cost into the regular budget process for consideration by City Council for the additional cost of the water, which will be offered on a “take or pay” basis, per the existing provisions on the original 2010 Contract.

For Amendment 11, the City of Roseville would receive revenue from PCWA in an unknown amount and in such circumstance, staff will recommend a budget adjustment or incorporate into the regular City budget process the projected revenue for consideration by the City Council. Any revenue would be credited to the Water Operations Fund.

For Amendment 12, in an emergency situation where Roseville needs to access up to 10 million gallons per day (MGD) of treated water capacity, staff would need to assess the cost impacts and may recommend a budget adjustment or incorporate those costs into the regular City budget process for consideration by the City Council, if that situation were to occur. An emergency cost for this additional water would impact the Purchased Water budget line item in the Water Treatment Plant budget which is funded by the Water Operations Fund which receives revenue from water utility sales. The contract amendments would have no fiscal impact on the City's General Fund.

ENVIRONMENTAL REVIEW

The project qualifies for a Class 1 Categorical Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines, as well as an exemption based on CEQA guidelines Section 15061(b)(3) which state:

Section 15301: “Class 1 (Existing Facilities) consists of the operation, repair, maintenance, permitting, leasing, licensing . . . involving negligible or no expansion of existing or former use. minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use; and

Section 15061(b)(3): “The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment.”

The project consists of changes to contractual language which does not result in physical changes to facilities or operations, and does not result in any expansion of use, and includes an increase in contracted water which responds to existing, adopted plans and legislation affecting housing capacity, and therefore is not capacity inducing.

The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality

Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Sean Bigley, Environmental Utilities Assistant Director

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-177

PCWA Roseville Amendments

2010 MFP Water Contract

RESOLUTION NO. 23-177

APPROVING AMENDMENT NO. 1 TO THE CONTRACT BETWEEN THE PLACER COUNTY WATER AGENCY AND THE CITY OF ROSEVILLE RELATING TO WATER SUPPLIES AND EXCHANGES, BY AND BETWEEN PLACER COUNTY WATER AGENCY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Amendment No. 1 to the Contract Between the Placer County Water Agency and the City of Roseville Relating to Water Supplies and Exchanges, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Amendment No. 1 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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**AMENDMENT NO. 1 TO THE CONTRACT BETWEEN THE PLACER COUNTY
WATER AGENCY AND THE CITY OF ROSEVILLE RELATING TO WATER
SUPPLIES AND EXCHANGES**

This Amendment No. 1 (hereafter “Amendment”) amends the Contract Between the Placer County Water Agency and the City of Roseville Relating to Water Supplies and Exchanges (hereafter “Contract”) with the effective date of September 1, 2010 which was entered into between PLACER COUNTY WATER AGENCY (“Agency”), and the City of Roseville (“City”) (hereafter collectively referred to as the “Parties”).

WHEREAS, the Parties wish to amend the Contract for the purposes of increasing dry year water supply reliability, emergency deliveries, and the sharing of available capacity; and

WHEREAS, the City wishes to adjust the incremental build up schedule for the City’s Annual Entitlement of American River water for the purposes of dry year reliability and conjunctive use in consideration of anticipated high-density growth and other factors within the City; and

WHEREAS, the Agency wishes to temporarily utilize existing treatment plant capacity and construct new infrastructure for the purposes of developing a new intertie for bridging planned growth in western Placer County.

NOW, THEREFORE, IT IS MUTALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE CONTRACT:

1. The definition of “Annual Entitlement” in subsection (a) of Section 3 titled DEFINITIONS shall be removed and replaced by the following:
 - (a) "Annual Entitlement" shall mean the amount of water committed to the City by Agency on an annual basis, subject to the schedule described in Article 4, to a total amount of 30,000 acre-feet of raw water **in Drier Years and 44,000 acre-feet in Most Years** from the water available to the Agency under its MFP water right permits 13856 and 13858. The Agency may utilize its water supply contract with the USBR to meet the Annual Entitlement, unless the provision of such USBR water would result in less than the full Annual Entitlement being made available to the City.
2. Section 3 titled DEFINITIONS shall be amended to add subsection (j) as follows:
 - (j) **“Most Years” shall have the same meaning in this Contract as presently set forth in City and Agency Water Forum Purveyor Specific Agreements.**

3. The incremental build up schedule in Section 4 of Part A titled THE CITY'S ANNUAL ENTITLEMENT shall be removed and replaced by the following:

	Most Years (Acre Feet)	Drier Years (Acre Feet)
Until July 1, 2024	29,000 AF	29,000 AF
Until July 1, 2029	34,000 AF	30,000 AF
Until July 1, 2034	39,000 AF	30,000 AF
Thereafter	44,000 AF	30,000 AF

4. In recognition of the increased Annual Entitlement schedule, the final paragraph in Section 4 of Part A titled THE CITY'S ANNUAL ENTITLEMENT referencing an agreement between the City and San Juan Water District for 4,000 acre-feet of MFP water shall be removed:

~~The Agency acknowledges that the City has entered into an agreement with San Juan Water District for use of 4,000 acre-ft of MFP water which the Agency has contracted to deliver to San Juan and which San Juan identified for diversion from Folsom Reservoir in its Water Forum Purveyor Specific Agreement in normal and wet water years. The Agency further acknowledges that the City has determined that this water supply is necessary as an integral part of its water resource plan to meet its projected buildout demands.~~

5. Section 6 of Part A titled DELIVERY SCHEDULE AND REPORTING shall be amended as follows:

On or before ~~December 1~~ March 1 of each year, the City shall submit a written schedule to the Agency indicating the times and quantities of its Annual Entitlement to be taken from Folsom Reservoir during the following year. **Following the release of the California Department of Water Resources May Bulletin 120 projection of unimpaired inflow to Folsom Reservoir ("UIFR"), the City shall provide an updated schedule of deliveries that is consistent with the Annual Entitlement defined in Section 4 of this Contract.** The Agency shall, consistent with its water rights, the provisions hereof and to the maximum extent feasible, furnish water in accordance with the schedules submitted by the City or any revisions thereof that are consistent with this Contract. Agency shall provide verification to USBR of sufficient natural flows and/or releases from storage to supply deliveries to the City, in a manner satisfactory to USBR, if requested.

6. Subsection (a) of Section 12 of Part A titled RATES AND METHOD OF PAYMENT FOR WATER shall be amended as follows:

(a) For each acre-foot of Annual Entitlement scheduled and deliverable to the City pursuant to this Contract, the City shall pay the Agency an amount equal to the average of the acre foot prices the City, San Juan Water District and the Agency are required to pay to the USBR, exclusive of any mitigation or restoration payments, during that year for water made available to them by the USBR in Folsom Reservoir for domestic,

municipal and industrial purposes. If in any year any of the three (the City, San Juan and the Agency) are not required to pay the USBR for water that year, the price the City shall pay the Agency shall be the average of the acre foot prices the other two are required to pay to the USBR that year. ~~Payments for the City's Annual Entitlements shall be made to the Agency quarterly in advance on or before January 1, April 1, July 1 and October 1 of each year.~~ **The City shall pay the Agency on a semiannual basis, with one payment due in July for the preceding January through June entitlement of the same calendar year, and another payment due in January for the July through December entitlement of the preceding calendar year.**

7. Section 12 of Part A titled RATES AND METHOD OF PAYMENT FOR WATER shall be amended to add subsection (c) as follows:

(c) In consideration for reserving an additional 10,000 AF above 34,000 AF pursuant to Amendment No. 1 to this Agreement, during Most Years the City will pay the Agency a 10% annual maintenance fee to maintain its priority for the additional 10,000 AF of MFP water supply. The maintenance fee will remain until such time as the take-or-pay for that additional water is triggered (when the City may receive or requests more than 34,000 AF).

8. Subsection (a) of Section 16 of Part B titled WHEELING OF WATER shall be amended as follows:

(a) 10 MGD Wheeling and Limitation. The City has constructed sufficient reserve capacity in its pipelines and other facilities to enable it at all times to wheel water at a total peak rate of approximately 10,000,000 gallons of water per day (10 MGD) for the Agency from the Tinker Intertie to the delivery point of a 12-inch connection at Blackwood Road to serve Bianchi Estates, a 24-inch connection at Crowder Road to serve the Morgan Creek area, and a 24-inch connection west of Fiddymment Road. Upon completion of a proposed intertie at Blue Oaks Boulevard, parallel pipeline, and upsizing of four (4) existing City owned Pressure Reducing Stations (PRSs) the Agency may take up to 5 MGD of the allowable 10 MGD wheeling capacity at the new proposed intertie location. The City shall wheel water for the Agency, up to this maximum rate, as it is delivered by the Agency through the Tinker Intertie. The Agency shall not exceed the aforementioned peak rate unless approved in writing by the City.

9. Subsection (e) of Section 16 of Part B titled WHEELING OF WATER shall be amended as follows:

(e) Future Extension of Pipelines. The Agency shall have the right to extend the Baseline 24-inch Pipeline west from Fiddymment Road in the future, subject to a separate agreement with the City specifying metering, capacity, ownership, possible City participation, and other related matters. The City and the Agency intend to enter into a separate agreement for the construction of a parallel pipeline in Blue Oaks Boulevard and the upsizing of four (4) existing City owned PRS's for the purposes of wheeling water to a proposed new intertie located at Blue Oaks and Santucci Boulevards. The

parties agree that the City may request the Agency oversize the pipeline to increase capacity for City's future use. In the event that the City makes this request, the parties shall agree to negotiate the responsibility for the additional costs to oversize the pipeline. Additionally, the City will conduct any CEQA related work should the increased capacity be due to new developments. In this case, the pipeline and the intertie facilities shall be owned by the City.

10. Section 27 of Part D titled INTERTIE POINTS shall be amended to add a subsection (k) as follows:

(k) Through a separate agreement the City and Agency agree to negotiate in good faith to jointly develop improvements as part of a Roseville-PCWA Joint Water Conveyance Project for greater water supply reliability.

11. Section 30 of Part E titled TREATED WATER ACCOUNTING shall be amended as follows, including the addition of subsections (a) through (c) as follows:

Neither the Agency nor the City shall charge the other a capital or capacity fee for any water provided by it to the other party through the Interties(s) as outlined in this Contract. Both Parties intend to balance the inflows and outflows between their respective water systems ~~on a long-term basis~~, **except as specifically called for in this Section 30 of PART E titled TREATED WATER ACCOUNTING and Section 33 of Part F titled EMERGENCY DELIVERIES. Given that the sharing of capacity in these identified sections is provisional, and that it is dedicated to other customers long-term,** ~~therefore~~ neither party shall assess the other a **capacity or** capital facility fee for any net deliveries. However, nothing in this Contract shall be construed as requiring one party to consistently make Net Deliveries to the other. Neither party shall be required to sell or permanently dedicate net capacity in its system to the other party, except as provided in this Contract.

(a) Notwithstanding, until the Agency has constructed the Ophir Water Treatment Plant and the plant is operational, or through the year 2032, whichever occurs first, the City will provide treatment plant capacity and convey up to 4 MGD of Agency Water through the City's Water Treatment Plant, subject to the conditions in subsections (b) and (c), and shall deliver that treated water at the Intertie Points described in Part D of this Contract contingent on the City's existing pipelines having adequate conveyance capacity and billed on a semiannual basis consistent with a rate that reflects the City's monthly commercial water rate minus the cost of PCWA's rate that the City would pay for raw water consistent with subsection (a) of Section 12 of Part A titled RATES AND METHODS OF PAYMENT FOR WATER.

(b) To allow the Agency sufficient time to obtain the necessary Warren Act Contract from the U.S. Bureau of Reclamation to convey Agency Water through the City's Water Treatment Plant as described in subsection (a) above, the City will

provide up to 4 MGD of treated water that the City would purchase from their available American River Water Supply billed on a semiannual basis consistent with subsection (a) of Section 12 of Part A titled RATES AND METHOD OF PAYMENT FOR WATER, and treat and sell that water to the Agency billed on a semiannual basis consistent with Section 29 of Part E titled TREATED WATER ACCOUNTING. This shall be provided for a period of up to four years after the date of notice from the Agency. The Agency may request a time extension of this subsection (b), with written notice to the City Manager. The City Manager shall provide a written response to the Agency within 60 days of receipt as to whether a time extension can be granted.

- (c) The Agency shall provide a monthly schedule for the incoming calendar year to the City of the amount of City water treatment capacity the Agency needs to use, no later than December 1 of the previous year.**

12. Section 33 of Part F titled EMERGENCY DELIVERIES shall be amended as follows, including the addition of subsections (a) and (b) as follows:

Notwithstanding any other provisions of this Contract, if in an emergency the City needs water in addition to that which it has already contracted to purchase from the Agency's **American River Water Supply** annually, and the Agency can make such additional water available to the City during the emergency **in accordance with all contractual and/or regulatory obligations** without jeopardizing the Agency's other customers, the Agency shall offer such water to the City and the City may purchase such additional water at the then current per acre foot price for Annual Entitlement.

(a) During short-term emergencies, the Agency will provide up to 10 MGD of treated water, as available, to the City via existing interties, to serve City customers. Under such conditions, it is intended that the City will return an equal amount of water back in lieu of payment, but if the full amount cannot be returned payment will be made at the then current rate as described in Section 29 of this Contract.

(b) During sustained drought conditions in which Folsom Reservoir levels have dropped below the municipal intake serving the City, both the Agency and the City will implement appropriate conservation measures and any resulting treated water capacity that becomes available in the Agency's water system will be available to the City through existing interties. Payment for water will be made at the then current rate as described in Section 29 of this Contract.

13. Section 35 of Part F shall be amended as follows:

LIMITS ON AGENCY'S OBLIGATIONS TO FURNISH WATER TO THE CITY

Notwithstanding any other provision of this Contract to the contrary, the Agency **and the City** ~~has~~ **have** no obligation to furnish ~~the City~~ any water under this Contract in amounts or at rates, places or times of delivery or under any other terms or conditions which will

cause ~~the Agency~~ **either** to be in violation of any of its licenses, permits or contracts relating to water supplies or water service, or in violation of any Federal, State or local law or regulation.

14. Section 39 of Part F titled AREA SERVED BY THE CITY shall be amended to add the following:

(d) Should the City forego delivery of and sell surface water that it purchased from the Agency to a third party outside of its retail service area, the transaction shall be considered a transfer of Agency water (regardless of the source of water used to meet demands within the Service Area) and the Agency shall be entitled to 50 percent of the net revenue from the sale, or such other amount as the parties may agree upon. City and PCWA recognize that there may be future regional commitments through statewide agreements, coordinated regional efforts and other efforts that may require additional agreements and coordination. In addition, the City shall be responsible for securing all State and Federal regulatory approvals necessary to accomplish any such transfer of Agency water outside of the “place of use” designated for water right Permits 13856 & 13858.

(e) Should the City subsequently use “banked groundwater” to meet demands outside of its Service Area, that use shall not be considered a transfer of the Agency’s water and the Agency shall not be entitled to any of the net revenue from such use of banked groundwater or sale of surface water. For the purposes of this Contract, “banked groundwater” is considered to be the Agency water that the City directly injects into the groundwater basin for Aquifer Storage and Recovery (ASR), or is used to meet system demands within the City’s Service Area that historically would have been met utilizing groundwater pumping resulting in in-lieu recharge. In addition, the City shall be responsible for securing all State and Federal regulatory approvals necessary to accomplish any such transfer.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized execution of this Amendment in duplicate by its City Manager and attested by its City Clerk under the authority of Resolution No. _____ adopted by the Council of the City of Roseville on the _____ day of _____, 2023.

CITY OF ROSEVILLE, a
municipal corporation

PLACER COUNTY WATER AGENCY, a
public agency

BY: _____
DOMINICK CASEY
City Manager

BY: _____

Date: _____

ATTEST:

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

BY: _____
Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

BY: _____
Placer County Water Agency Attorney

APPROVED AS TO SUBSTANCE:

APPROVED AS TO SUBSTANCE:

BY: Richard D. Puckey

BY: _____



PLACER COUNTY WATER AGENCY
SINCE 1957

BOARD OF DIRECTORS	BUSINESS CENTER
Gray Allen, District 1	144 Ferguson Road
Alex Ferreira, District 2	MAIL
Lowell Jarvis, District 3	P.O. Box 6570
Mike Lee, District 4	Auburn, CA 95604
Ben Mavy, District 5	PHONE
David Breninger, General Manager	530.823.4850
Ed Tiedemann, General Counsel	800.464.0030
	WWW.PCWA.NET

September 20, 2010

Judy Moore
City Clerk Department
311 Vernon Street
Roseville CA 95678

RE: CONTRACT BETWEEN THE PLACER COUNTY WATER AGENCY
AND THE CITY OF ROSEVILLE RELATING TO
WATER SUPPLIES AND EXCHANGES

Dear Ms. Moore:

Enclosed is a fully executed contract for your records. If you have any questions regarding this contract, please contact Einar Maisch at 530.823.4882.

Sincerely,



Darcy Erickson

Enclosure

**CONTRACT BETWEEN THE PLACER COUNTY WATER AGENCY
AND THE CITY OF ROSEVILLE RELATING TO
WATER SUPPLIES AND EXCHANGES**

This contract ("Contract") is entered into as of the 1st day of September, 2010, by and between the Placer County Water Agency (the "Agency") and the City of Roseville (the "City");

RECITALS

WHEREAS, since 1989 the City and the Agency have entered into the following contracts and agreements relating to interconnecting their water systems, water supplies and wheeling of water:

1. The May 17, 1989 contract "Relating to Interconnection of Their Water Systems."
2. The November 20, 1991 agreement "For A Water Supply."
3. The November 20, 1991 agreement "For Wheeling Water."
4. The October 6, 1994 agreement "Amending and Supplementing May 17, 1989 Agreement."
5. The April 1995 addendum to the May 17, 1989 contract "Relating to Interconnection of Their Water Systems."
6. The January 17, 1996 agreement "Amending November 20, 1991 Water Supply Contract."
7. The March 18, 1998 agreement for "Exchange of Service Area for the Stoneridge Specific Plan."
8. The June 21, 2000 agreement for "Exchange of Water for the Highlands Reserve Service Area and the Modification of the October 6, 1994 Agreement (which amended the May 17, 1989 Interconnection Agreement)."
9. The January 3, 2001 agreement for "Oversizing of the Baseline Road Pipeline Extension and Provision of Points of Delivery and Modification of the November 20, 1991 Wheeling Agreement." Among other things, the January 3, 2001 agreement superseded the July 7, 1999 agreement for the "Oversizing of the Baseline Road Extension and to Provide Points of Delivery."

10. The October 22, 2003 agreement amending the "October 6, 1994 Agreement" relating to interconnection.

11. The October 22, 2003 "First Amendment to Highlands Reserve Water Exchange Agreement," which amended the above-mentioned June 21, 2000 agreement.

12. The October 22, 2003 agreement for the "Joint Use of the Roseville Storage Reservoir and Stoneridge Pump Station;" and

WHEREAS, Attachment A, attached hereto and incorporated herein by this reference, describes the various water system intertie points and any related facilities; and

WHEREAS, Attachment B, attached hereto and incorporated herein by this reference, describes the Stoneridge intertie, pumping station, and storage facilities and the parties' respective ownership interests; and

WHEREAS, Attachment C, attached hereto and incorporated herein by this reference, identifies the pipeline segments with Roseville service area upsized by PCWA to enable water wheeling and the parties' respective maintenance obligations; and

WHEREAS, for convenience, to facilitate understanding of the present relationship of the parties concerning such water service and to bring these agreements up to date, they desire to consolidate and supersede the aforementioned agreements and contracts as set forth below.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TERMINATION OF EXISTING AGREEMENTS. The agreements and contracts as described in the first recital, and all amendments, supplements, and addendum thereto, if any, shall be superseded by this Contract and are hereby deemed terminated upon execution of this Contract by both parties.

2. TERM OF CONTRACT AND AMENDMENT. This Contract shall be effective upon its execution by both parties and shall remain in effect indefinitely. This Contract may be amended by the parties only upon mutual written agreement.

3. DEFINITIONS. When used in this Contract, the following terms shall have the meanings hereinafter set forth:

(a) "Annual Entitlement" shall mean the amount of water committed to the City by Agency on an annual basis, subject to the schedule described in Article 4, to a total amount of 30,000 acre feet of raw water from the water available to the Agency under its MFP water right permits 13856 and 13858. The Agency may utilize its water supply contract with the USBR to meet the Annual Entitlement, unless the provision of such USBR water would result in less than the full Annual Entitlement being made available to the City.

(b) "Drier Years" and "Driest Years" shall have the same meaning in this Contract as presently set forth in City and Agency Water Forum Purveyor Specific Agreements.

(c) "Emergency" shall mean any conditions that will result in either party being short either treated or raw water. Conditions that may constitute an emergency are limited to facility failure, drought conditions, contractual cutbacks of water supplies, or maintenance outages.

(d) "Firm Supply" shall mean the quantity of water the Agency commits to City and is able to provide based on the conditions within this Contract.

(e) "MFP" shall mean the Agency's Middle Fork American River Project.

(f) "Net Delivery" is defined as the difference between the total volume of treated water delivered by the Agency to the City under this Contract from all delivery points combined over a given period, and the total volume delivered by the City to the Agency from all delivery points combined over the same period.

(g) "Reoperation Water" shall mean water, separate from the Annual Entitlement, released by the Agency from the MFP in Drier and Driest Years to compensate for increased diversions from the American River by the City and the Agency.

(h) "USBR" shall mean the United States Department of the Interior, Bureau of Reclamation.

(i) "Year" shall mean the twelve month period from January 1 through December 31, both dates inclusive.

PART A. AMERICAN RIVER WATER SUPPLY

4. THE CITY'S ANNUAL ENTITLEMENT. The City shall be required to take or pay for its Annual Entitlement pursuant to the following incremental build up schedule:

- A. 10,000 acre feet until June 30, 2015, then
- B. 15,000 acre feet until July 1, 2018, then
- C. 20,000 acre feet until July 1, 2021, then
- D. 25,000 acre feet until July 1, 2024, then
- E. 30,000 acre feet thereafter.

The Annual Entitlement of water provided by the Agency shall be in perpetuity unless the City voluntarily reduces its Annual Entitlement. The City may voluntarily permanently reduce its Annual Entitlement at any time by giving the Agency written notice thereof not less than 90 days prior to the beginning of any Year. If the City elects to do this, its Annual Entitlement and the amount of Annual Entitlement it must take or pay for each year thereafter shall be permanently reduced by the amount specified in the City's voluntary reduction. If the City's Annual Entitlement is reduced permanently in this way and thereafter the City desires to increase it, it shall submit a request to the Agency. If the Agency has water available for such a requested increase, the parties shall set forth the terms and conditions for the delivery of that water in an amendment to this Contract. Also, in the event the City desires to accelerate the amounts set forth in A, B, C, D, and E above, City may do so by notifying the Agency at least one year prior to January 1 of the year during which such acceleration would commence and City shall pay for water deliveries in accordance with Article 12.

In the event USBR temporarily cuts water supplies normally available to the City under its CVP contract the City may request additional water supplies from the Agency. When such additional supplies are available from the Agency, in consideration of Article 9 herein, such additional water will be made available on an annual basis to the City at the then current unit price as an emergency supply.

The Agency acknowledges that the City has entered into an agreement with San Juan Water District for use of 4,000 acre-ft of MFP water which the Agency has contracted to deliver to San Juan and which San Juan identified for diversion from Folsom Reservoir in its Water Forum Purveyor Specific Agreement in normal and wet water years. The Agency further acknowledges that the City has determined that this water supply is necessary as an integral part of its water resource plan to meet its projected buildout demands.

5. DELIVERY OF WATER. Until such time as the Agency is able to obtain the right to divert water off the Sacramento River all water to be furnished pursuant to Part A of this Contract will be delivered by the Agency into Folsom Reservoir and the City shall be responsible for the transportation of the water out of Folsom Reservoir into the City's facilities, including the payment of any charges made by the USBR relating to the delivery of this water out of Folsom Reservoir. Also, if it is necessary to construct facilities to divert this water out of Folsom Reservoir, the City shall be responsible for all costs of such construction and for processing any necessary approvals for such construction. If and when the Agency obtains the right to divert water off the Sacramento River, water to be furnished pursuant to Part A of this Contract may be delivered by the Agency to the City either out of Folsom Reservoir or out of the Sacramento River in accordance with a future agreement between the City and the Agency to be negotiated setting forth the time, amount, means and place of delivery of water from the Sacramento River.

6. DELIVERY SCHEDULE AND REPORTING. On or before December 1 of each year, the City shall submit a written schedule to the Agency indicating the times and quantities of its Annual Entitlement to be taken from Folsom Reservoir during the following year. The Agency shall, consistent with its water rights, the provisions hereof and to the maximum extent feasible, furnish water in accordance with the schedules submitted by the City or any revisions thereof that are consistent with this Contract. Agency shall provide verification to USBR of sufficient natural flows and/or releases from storage to supply deliveries to the City, in a manner satisfactory to USBR, if requested.

7. CARRIAGE LOSSES. The USBR currently imposes carriage losses of 5% on deliveries of MFP water to the City for the use of Folsom Reservoir. The Agency agrees to make additional carriage water deliveries to Folsom Reservoir, above the City's requested delivery

amount, as required by the USBR to enable the full delivery of the City's scheduled water. In wet years, MFP generally releases enough water into Folsom Reservoir to meet USBR's carriage loss requirement as an indirect result of its planned power operations. However, in dry years it may be necessary for the Agency to make releases from MFP reservoirs not planned for its power operations in order to meet the carriage loss requirement. When additional releases from MFP storage are required to meet USBR's carriage loss requirements, the City agrees to pay the Agency for carriage loss releases at the same rate that it pays for delivered water.

8. MEASUREMENT. The City shall measure or cause to be measured all water furnished pursuant to this Part A at the USBR's point of delivery into City facilities. Such measurement shall be with equipment satisfactory to the Agency and the City, and the Agency shall be furnished written reports on the deliveries to the City, as and when requested by the Agency. The Agency may inspect such measuring equipment for the purpose of determining the accuracy thereof at any time and any errors appearing therein will be adjusted.

The Agency shall measure or cause to be measured all water delivered into Folsom Reservoir for delivery to the City pursuant to this Part A. Such measurement shall be with equipment and methodology satisfactory to the USBR and the City. The City and/or USBR may inspect such measuring equipment for the purpose of determining the accuracy thereof at any time and any errors appearing therein will be adjusted.

9. AGENCY WATER SHORTAGES.

(a) There may occur at times a water shortage or shortages during any year or years in the quantity of water available to the Agency for delivery to the City under this Part A. In such events no liability shall accrue against the Agency or any of its respective officers, agents or employees for any damage, direct or indirect, arising from such shortage or shortages. In any year in which a shortage may occur the Agency reserves the right to equitably apportion, in accordance with Agency Board's reasonable determination, its total available water supply among the City and all others entitled to receive water from the Agency. If in any year the City is delivered less than its Annual Entitlement due to such shortages, an adjustment or credit, with interest at the legal rate, shall be made in the amounts to be paid by the City. To the extent of such deficiency in delivery, such adjustment shall constitute the sole remedy of the City or

anyone having or claiming to have by, through or under the City, the right to the use of any of the water supply provided for herein.

(b) The Agency may temporarily discontinue or reduce the amount of water to be furnished to the City as provided for herein for the purpose of maintaining, repairing, replacing, investigating or inspecting any of the facilities necessary for the storage or furnishing of water to the City. Insofar as it is feasible, the Agency will give the City due notice in advance of such temporary discontinuances or reductions, except in cases of emergency, in which case no notice need be given. In the event of any such discontinuance or reduction, the Agency will, upon the resumption of service, attempt to approximate delivery of the quantity of water which would have been furnished to the City in the absence of such contingency.

(c) The City also recognizes that the Agency's water right permits are subject to the continuing jurisdiction of the State Water Resources Control Board, and the Agency's ability to deliver water is also always subject to natural conditions.

(d) During periods of drought the Agency shall operate the MFP to prioritize consumptive water supply delivery over power generation.

10. WATER QUALITY. The Agency assumes no responsibility with respect to the quality of the water to be furnished pursuant to this Part A and does not warrant the quality of any such water.

11. RESPONSIBILITIES FOR DELIVERY AND DISTRIBUTION OF WATER. Neither the Agency nor its officers, agents or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of the water outside of facilities then being operated or maintained by the Agency.

12. RATES AND METHOD OF PAYMENT FOR WATER.

(a) For each acre-foot of Annual Entitlement scheduled and deliverable to the City pursuant to this Contract, the City shall pay the Agency an amount equal to the average of the acre foot prices the City, San Juan Water District and the Agency are required to pay to the USBR, exclusive of any mitigation or restoration payments, during that year for water made

available to them by the USBR in Folsom Reservoir for domestic, municipal and industrial purposes. If in any year any of the three (the City, San Juan and the Agency) are not required to pay the USBR for water that year, the price the City shall pay the Agency shall be the average of the acre foot prices the other two are required to pay to the USBR that year. Payments for the City's Annual Entitlements shall be made to the Agency quarterly in advance on or before January 1, April 1, July 1 and October 1 of each year.

(b) Interest On Overdue Payments. The City shall pay the Agency interest at the legal rate for interest on State of California court judgments on any charges that remain unpaid after they become due and payable.

13. OBLIGATION OF CITY TO MAKE PAYMENTS.

(a) Character of Obligation. The obligations of the City arising out of or pursuant or incidental to this Contract shall constitute general obligations of the City, and the City shall use all the powers and resources available to it under the law to collect the funds necessary for and to pay its obligations to the Agency under this Contract. The City as a whole is obligated to pay to the Agency the payments becoming due under this Contract, notwithstanding any individual default by its water users, constituents or others in the payment to the City of assessments, taxes, tolls, or other charges levied by the City.

(b) Refusal of Water Does Not Affect Obligation. The City's failure or refusal to accept delivery of any of its Annual Entitlement in any year shall in no way relieve it of its obligation to make payments to the Agency for that year's Annual Entitlement as provided for herein.

14. REOPERATION OF MIDDLE FORK PROJECT RESERVOIRS.

(a) In its Water Forum Purveyor Specific Agreement, the City agreed to make available up to an additional 20,000 acre-feet in releases from the MFP into Folsom Reservoir in order to take delivery of up to 39,800 acre-feet of surface water from the American River at Folsom in Drier and Driest Years, subject to the Agency making Reoperation Water available. Similarly, in its Purveyor Specific Agreement, the Agency agreed to make available up to an additional 27,000 acre-feet in releases from the MFP into Folsom Reservoir in order to take

delivery of up to 35,500 acre-feet of surface water from the American River at Auburn in Drier and Driest Years.

(b) The Agency agrees to release up to 20,000 acre-feet Reoperation Water for the benefit of the City from its MFP into Folsom Reservoir in Drier and Driest Years, for re-regulation by the USBR down the Lower American River upon the following terms and conditions:

(i) This Reoperation Water is in addition to the City's Annual Entitlement plus carriage losses.

(ii) The Agency will release this Reoperation Water for the City only to the extent that the Agency, in its sole discretion, has determined that (1) it has sufficient water in its reservoirs to make the additional releases required for this Reoperation Water, in addition to its own Reoperation Water releases, without jeopardizing the Agency's supplies for its consumptive customers, including the City, and (2) the Pacific Gas & Electric Company or any other purchaser of MFP power and energy agrees to the reoperation of the MFP, to the extent such an agreement is necessary to permit the Agency to make the releases for the Reoperation Water.

(iii) In the event that the Agency determines that it does not have sufficient water under subparagraph (b)(ii) above it shall proportion any shortage between City Reoperation Water and Agency Reoperation Water.

(iv) The City shall notify the Agency in writing, on or before May 1st of any Drier or Driest Year, the amount of this Reoperation Water it wants the Agency to release for the City during the Calendar Year.

(v) The City shall pay the Agency for the quantity of Reoperation Water the Agency releases for the City during that calendar year at one and one half times the rate it pays for each acre foot of Annual Entitlement water. The City shall remit a deposit of 25% of the cost of the requested amount at the time the City submits its written request for Reoperation Water for that year. The Agency shall bill the City on a monthly basis as releases are made, using deposited funds first. Deposited funds that are not needed, either because of

reduced releases or credit from the sale to a third party as provided in paragraph (c) below, shall be refunded to the City within 30 days of the Agency determining that the funds are not needed or by the end of the calendar year, whichever is earlier.

(vi) The Reoperation Water provided for the City pursuant to this Agreement shall be released into Folsom Reservoir on a delivery schedule to be agreed to by the City, the Agency, the Agency's power purchaser and the USBR for later release to the Lower American River.

(c) The Agency shall diligently attempt to sell the Reoperation Water released for the City for use below the Lower American River. The Agency shall use its best efforts to make such a sale, with any terms and conditions of such a sale that would affect the delivery of the City's Annual Entitlement being subject to the City's approval. The net amount received by the Agency for such sale, after deducting all of the Agency's expenses in achieving such a sale, including, but not limited to, the Agency's administrative expenses, legal expenses, and any expenses for CEQA or NEPA compliance, shall be credited to the City up to the amount the City is required to pay the Agency for Reoperation Water pursuant to subparagraph (b)(v) above. If the Agency does not find a willing buyer within 45 days from the City's request, the water may then be retained for use and/or marketed by the City consistent with the limitations set forth in Article 35 on the use of such water.

(d) Term of Article 14. The term of this Article 14 shall run concurrently with the term of the Agency's and the City's Purveyor Specific Water Forum Agreements, whichever is shorter. If after the date of this Contract there are material changes in the Water Forum Agreements as determined by either party, either party may in its sole discretion upon notice to the other party terminate this Article 14 or request the other party to meet and confer to discuss amendment of this Article 14. Such meet and confer shall take place within 30 days of the request.

PART B. INTERTIE LINE AND WHEELING OF WATER

15. THE TINKER INTERTIE. The parties agree to operate the Tinker Intertie, identified in Attachment A, as follows:

(a) Ownership of Facilities. The pipelines connecting the Tinker Intertie within the City shall be owned, operated and maintained by the City. The portion outside the City and the valves that regulate the delivery of water thereto are owned, operated and maintained by the Agency.

(b) Regulation of Water Exchanges. Except when the parties may be providing water in response to an abnormal pressure drop on either side, or the Agency is wheeling water through the Tinker Intertie to its service area west of the City, or when the Tinker Intertie is being used to balance water takes between the parties as determined necessary by operations staffs of both parties, the Tinker Intertie will be regulated so that exchanges of water between the Agency and the City are kept at a minimum.

16. WHEELING OF WATER.

(a) 10 MGD Wheeling and Limitation. The City has constructed sufficient reserve capacity in its pipelines and other facilities to enable it at all times to wheel water at a total peak rate of approximately 10,000,000 gallons of water per day (10 MGD) for the Agency from the Tinker Intertie to the delivery point of a 12-inch connection at Blackwood Road to serve Bianchi Estates, a 24-inch connection at Crowder Road to serve the Morgan Creek area, and a 24-inch connection west of Fiddymont Road. The City shall wheel water for the Agency, up to this maximum rate, as it is delivered by the Agency through the Tinker Intertie. The Agency shall not exceed the aforementioned peak rate.

(b) Agency's Management of its Water Supply Commitments. The Agency shall manage its water supply commitments and/or operations so as not to exceed the aforementioned peak rate. In the event that the peak rate is exceeded the Agency will immediately cease all further connections in the service area relying on this capacity and cease issuance of connection commitments within the same area. In no event shall the City be required to change its normal operations to facilitate the wheeling of water for the Agency.

(c) Charges for Wheeling and Maintenance and Repair. Charges by the City to the Agency for the wheeling of water through the City's system shall include the cost of water identified in Part E of this Contract. The parties have agreed that the cost of all recurring

maintenance and minor repairs to these pipelines (such as small leak repair, valve repair or replacement, and flushing) shall be borne by the City. The cost of all future major repairs or capital expenditures (such as large leaks or pipeline rehabilitation/replacement) of pipelines shown on Attachment C shall be shared by the parties on a prorated basis between the City and the Agency as follows:

(i) The 36-inch waterline in Pleasant Grove Blvd. from Country Club Drive to Woodcreek Oaks Blvd. was upsized from 24 inches to accommodate the Agency wheeling and results in a 33% Agency cost share in major repairs.

(ii) The 36-inch waterline in Woodcreek Oaks Blvd. from Pleasant Grove Blvd. to Baseline Road was upsized from 24 inches to accommodate the Agency wheeling and results in a 33% Agency cost share in major repairs.

(iii) The 24-inch waterline in Baseline Road from Central Avenue to Junction Blvd. was upsized from 12 inches to accommodate the Agency's wheeling and results in a 50% Agency cost share in major repairs.

(iv) The 24-inch waterline in Baseline Road from Junction Blvd. to Fiddymment Road was not required by the City and was installed to accommodate the Agency wheeling and results in a 100% Agency cost share in major repairs. If in the future the City determines that it needs to use a portion of the capacity of this existing line to serve the Sierra Vista Specific Plan (or other) Project then the City shall also be responsible for a proportionate share of the cost of any major repairs.

(d) Fronting and Reimbursement of Costs. The City shall front any such costs, but the Agency shall reimburse the City for the Agency's share within 60 days after receipt of an invoice following the City's completion of the work. The City shall provide the Agency with at least 12 months notice of planned maintenance estimated to cost more than \$25,000.

(e) Future Extension of Pipelines. The Agency shall have the right to extend the Baseline 24-inch Pipeline west from Fiddymment Road in the future, subject to a separate agreement with the City specifying metering, capacity, ownership, possible City participation, and other related matters.

(f) Meters. The Agency agrees that it will at the City's sole option and at the Agency's sole cost, install such metering devices as the City may reasonably request at any delivery point to the Agency and at the Tinker Intertie.

(g) Payment for Maintenance of Meters. The Agency shall pay all costs incurred for the maintenance of meters at delivery points that enable the Agency to take delivery of water from the City system. The City shall bill the Agency for these costs as they are incurred and the Agency shall pay the City within 30 days after receipt of each bill.

(h) Water Quality. The City shall operate its pipelines in such a manner that any Agency water which the City wheels pursuant to this or any other agreement shall not be diminished in quality as a result of being wheeled. The Agency acknowledges, however, that Agency water delivered for wheeling will be commingled with the City's water and that the water delivered may not be the same as that presented for wheeling. The Agency expressly agrees that the water the City delivers to the Agency will be satisfactory to the Agency provided it meets the City standards for domestic use, regardless of whether the Agency standards are met. The City shall not be required to accept any water from the Agency that does not meet all applicable statutory and regulatory water quality requirements for domestic use in the City. In the event of an emergency with regard to the availability of Agency's treated water supply for wheeling purposes the City will wheel groundwater; provided, however, that the Agency provides a minimum of 48 hours advance written notice to the City of the Agency's desire to do so, meets with the City to coordinate operations and impacts, and that the Agency mixes such groundwater with any of its available treated water supply to the maximum extent reasonably possible to minimize changes in water quality experienced by City customers.

(i) Fluoridation. The City Water System permit requires fluoridation of potable water supplies. As such, non-fluoridated water introduced to the City system can result in conditions out of compliance. Long-term delivery of water into the City service areas at the Tinker Intertie shall be treated to result in optimum fluoridated water being delivered into the City system. Treatment and monitoring systems necessary to insure this are the responsibility of the Agency. Short term delivery of non-fluoridated water at other Intertie locations are allowed within current permit conditions. The Agency also recognizes that any water delivered from the

City system contains fluoride at optimal dosages and the Agency is responsible for appropriate notification and action within Agency service areas. If the City determines that in order to maintain optimum fluoride concentration in Agency's delivered water it may be necessary to assume the operation of Agency fluoridation facilities and bill the Agency for its associated operating costs. In order for the City to assume this operation it will be necessary for Agency to provide access to facilities and equipment to facilitate this. In the event facility improvements are required to facilitate the City's assumption of the fluoridation operation, such improvements will be implemented by the Agency after establishing the needs through operations. Needs may include, but are not limited to such items as access easement, facility access authorization, and auxiliary equipment and controls. Ongoing maintenance of said improvements will also be considered a reimbursable cost. Should the City eliminate fluoridation in its system in the future the Agency shall no longer be required to fluoridate delivered water.

PART C. STONERIDGE INTERTIE AND PUMPING FACILITY

17. Stoneridge Intertie and Pumping Facility. An Intertie facility has been constructed on City property on Scarborough Drive, as shown in Attachment B, commonly referred to as the Northeast Reservoir Site. Through the referenced agreement the following actions have been completed:

- The Stoneridge Pump Station has been constructed with ownership and responsibilities as identified in paragraph 18 below.
- The City has granted easements to the Agency for the construction, operation, maintenance and access of the Agency facilities.
- The City has sold the Agency 710,000 gallons of storage capacity in the existing 10 million gallon storage reservoir constructed by the City.

18. RESERVOIR REPLACEMENT AND REHABILITATION. At such time as the City incurs costs to rehabilitate or replace the 10 million gallon reservoir, the Agency shall reimburse the City for the Agency's proportionate share of these costs based upon the capacity. The City shall provide the Agency with an estimate of the required costs before initiation of any required rehabilitation or replacement. The City shall invoice the Agency for its proportionate

share of the costs based on the capacity ownership ratios upon completion of the work. The Agency shall pay its share of the costs within 60 days of the date of invoice. The City shall provide the Agency with at least 12 months notice of planned maintenance estimated to cost more than \$25,000.

19. PUMP STATION OPERATION AS A PEAKING/FIRE FLOW FACILITY.

When the Stoneridge Pump Station is operated as a peaking and fire flow facility, the Agency shall be allowed to withdraw water from the City's Zone 1 domestic water storage system during peak periods and return the same quantity to either the City's Zone 1 or Zone 2 systems during off peak periods within a 24-hour period beginning at the time such take first commenced. The City shall determine to which City Zone and intertie location the water will be returned. It is anticipated the pump station will operate up to 4 hours a day, 4 months a year to meet peak flow demands, with a maximum water transfer to the Agency of 710,000 gallons per day. Should operating conditions of the pump station change, the terms of this Contract may be amended in accordance with Article 2 of this Contract.

20. OPERATION AS AN INTERTIE FACILITY. The Stoneridge Pump Station may be operated as an intertie facility to allow for the delivery of water from the Agency to the City pursuant to this Contract. Water deliveries made through this Intertie shall be calculated in Net Deliveries on an annual basis per Part E of this Contract.

21. OWNERSHIP OF PUMP STATION. The Agency shall own the Stoneridge Pump Station. The Agency shall own, operate and maintain the pumps, pump controls instrumentation and electrical system, piping (excluding the City Zone 2 supply piping), building and HVAC systems, two-way flow meter, isolation valves, check valves, back up power system including fuel tank, telemetry system, hydro tank and air supply system, and associated appurtenances for operation of the Intertie facility and Agency telemetry systems. The City shall own, operate and maintain the control valves that return water to the City; the flow meter connected to the City Zone 2 water system; the piping to supply the City Zone 2 water system; City telemetry used to monitor operations; the City tank instrumentation and electrical systems. The above-mentioned facilities and their respective ownership interests are identified in Attachment B hereto. The City and the Agency understand the need to coordinate operations of

the system and share data that is being generated from both the Agency's and City's water systems. The Agency shall provide the City with real-time data related to pump station operations so that the City can monitor all aspects of water transfers. Access to all required data has been agreed upon during the development of the SCADA control logic. This will be maintained and/or modified as required after discussing needs between both parties, through the duration of this Contract.

22. PUMP STATION MAINTENANCE AND REPAIR COSTS. The Agency shall be responsible for the cost of all recurring maintenance and minor repairs to the Stoneridge Pump Station with the exception of the City flow meters, control valves, telemetry, tank instrumentation and electrical systems. The cost of all future major repairs or capital rehabilitation expenditures (such as re-roofing, painting or re-paving) shall be shared by parties on a 20% City, 80% Agency basis. The Agency shall provide the City with an estimate of the required costs before initiation of required major repairs or rehabilitation. The Agency shall invoice the City for its proportionate share of the costs (based on ownership ratio) upon completion of the work. The City shall pay its share of such costs within 45 days of the date of invoice.

23. PAYMENT OF UTILITY COSTS. The City shall be responsible for the cost of power associated with a separate feed (connection) to the City's valve vault. The Agency shall be responsible for the cost of all remaining utilities for the Stoneridge Pump Station.

24. SITE ACCESS. The Agency shall provide the City with reasonable access to the Stoneridge Pump Station for operations, maintenance and data acquisition. The City shall provide the Agency with reasonable access to its Northeast Reservoir site.

25. SHORTAGE AND INTERRUPTIONS IN SERVICE. Shortages in the quantity of water available to either party for delivery to the other party or other interruptions in service due to system failures might occur from time to time. Either party may temporarily discontinue or reduce the amount of water furnished to the other party as provided for in this Part C for the purpose of maintaining, repairing, replacing, investigating or inspecting any of the facilities necessary for the storage or furnishing of such water. Insofar as it is feasible, each party shall

give the other party notice in advance of such temporary discontinuances or reductions, except in cases of emergency, in which case notice shall be given as soon as practical.

26. ADVERSE CONDITIONS. The parties shall meet in good faith to try to reach mutual agreement on a solution in the event any of the following adverse operating conditions occur:

(a) More than 710,000 gallons of water per day will be required to meet peak demands in the Agency service area for more than 10 consecutive days.

(b) The Agency will be unable to return equivalent volumes of water taken from the City water system within a 24-hour period for more than 10 consecutive days.

(c) The City determines returned water from the Agency to the City's system requires fluoridation to meet system permit conditions.

Notwithstanding any other provision of this Contract, the City shall have the right to at any time impose reasonable operational restrictions, after notification to the Agency, to mitigate or prevent the aforementioned adverse operating conditions.

PART D. INTERTIE POINTS

27. Several water delivery points have been established which connect the City and the Agency systems. The intent of this Article is to identify these points and identify the function of each and the relationships between them. The following existing interties are also shown on Attachment A.

(a) The Tinker Intertie (Article 15). This is the primary connection for wheeling water from the Agency through the City to Agency service areas outside of the City. It is also capable of providing water both to and from the City and Agency service areas. Maximum wheeling rate, as identified in Part B, applies to delivery at this location and matched to extraction rates at identified Agency delivery points collectively.

(b) Blackwood Road Intertie (Identified in Part B). This connection provides wheeled water to the Agency customers in Bianchi Estates subdivision.

(c) Crowder Road Intertie (Identified in Part B). This connection provides wheeled water to the Morgan Creek area, with retail water service provided by California American Water through a wholesale agreement with the Agency. This is a primary delivery point for wheeled Agency water.

(d) Stoneridge Intertie (Identified in Part C). This Intertie facility is used primarily to provide peak delivery support to the Agency's service area within the Stoneridge area of the City. It can also be used for delivery of water from the Agency to the City's Zone 1 or Zone 2 service areas in the event of an emergency or maintenance outage situation.

(e) PFE Road Intertie. This intertie provides wheeled water to the Morgan Creek area, with retail water service provided by California American Water through a wholesale agreement with the Agency and can be used at the discretion of the City based on its system operations and capacity needs.

(f) The Five Star Boulevard Intertie. This connection provides water from the Agency into City Zone 1 in the event of an emergency or maintenance outage situation.

(g) Highland Park Drive Intertie. This intertie was established as an interim supply from the Agency into the City Zone 5, until completion of the required pump station. With the completion of the pump station this Intertie is now a backup connection for this area in event of an emergency or maintenance outage situation.

(h) Park Drive Intertie. This intertie was established as an interim supply from the Agency into the City Zone 5, until completion of the required pump station. With completion of the pump station this intertie is now a backup connection for this area in event of an emergency or maintenance outage situation.

(i) Vineyard Road. This intertie is being considered as an additional connection point from the City Zone 1 into the California American service area at this point. The City has determined a system capability of up to 2 MGD can be provided at this location with no impact to City customers. In the event California American expands its service area for development in this area this intertie will be designed and built in accordance with City

standards and the flow through this location will reduce the 10 MGD allocation identified in Paragraph 16 accordingly.

(j) Other Intertie Points. In the event future wheeling opportunities are proposed by either party, the City will determine if sufficient capacity exists to allow wheeling of water through City's facilities and without impact to the City's customers or operations. In the event sufficient capacity is identified, operational restrictions (i.e. flow rates, pressures, transfer timing, allowable duration, legal restrictions, etc.) and environmental compliance will be identified to determine if the additional intertie(s) is allowable within this Contract. In the event an amendment or additional Contract is necessary and it is in the best interest of the City to pursue, the parties will work to develop an equitable written amendment or additional Contract, which among other things, outlines the wheeling conditions.

PART E. TREATED WATER ACCOUNTING

28. The City and the Agency shall reconcile payments due on Net Deliveries of treated water under this Contract annually on a calendar year basis. Approximately 30 days after the end of each year, the parties shall exchange written statements of the amounts of water provided to the other party during the previous year. These statements shall be used to determine which party is responsible for payment of its receipt of Net Delivery and the amount of such payment.

29. The price to be charged by the Agency or the City for treated water provided to the other party's system will be equal to the monthly commercial quantity rate charged by the City for metered service.

30. Neither the Agency nor the City shall charge the other a capital or capacity fee for any water provided by it to the other party through the Interties(s) as outlined in this Contract. Both Parties intend to balance the inflows and outflows between their respective water systems on a long-term basis; therefore neither party shall assess the other a capital facility fee for any net deliveries. However, nothing in this Contract shall be construed as requiring one party to consistently make Net Deliveries to the other. Neither party shall be required to sell or

permanently dedicate net capacity in its system to the other party, except as provided in this Contract.

31. If Net Delivery is consistently to either party as a result of operational constraints both parties agree to meet to resolve the issue with the intent to minimize or eliminate Net Deliveries.

PART F. GENERAL TERMS

32. INDEMNIFICATION. Each party shall defend, indemnify, and hold harmless the other party, its officers, agents and employees from all claims for personal injury, bodily injury (including death), or property damage arising from or out of any intentional or negligent act or omission of the other party, save and except those matters arising from the sole, active negligence of the that party. This indemnity specifically includes, but is not limited to, claims or damages arising from or related to the quality, type, or character of the water delivered for wheeling, or the control, handling, carriage, use, distribution, disposal, or consumption of the water delivered to the applicable delivery point, or the construction or maintenance of the pipelines. The parties intend that this paragraph shall be broadly construed to effectuate its purpose.

33. EMERGENCY DELIVERIES. Notwithstanding any other provisions of this Contract, if in an emergency the City needs water in addition to that which it has already contracted to purchase from the Agency annually, and the Agency can make such additional water available to the City during the emergency without jeopardizing the Agency's other customers, the Agency shall offer such water to the City and the City may purchase such additional water at the then current per acre foot price, for Annual Entitlement.

34. CITY'S RIGHT TO PARTICIPATE IN ENLARGEMENT OF AGENCY TREATMENT PLANT. If the Agency undertakes the construction of a plant to treat water diverted from the North Fork American River at Auburn, the Agency shall offer the City, for a period of six (6) months, from the date of written notice to the City that such period has commenced, the opportunity to participate in the enlargement of such treatment plant and transmission capacity from the plant to a City delivery point on a proportionate cost basis. If the

City elects to participate in such facility improvements, such water will be treated and delivered by the Agency to the City; provided that the City agrees to pay the Agency for the cost of treatment and of providing any facilities required for the delivery of such water to the City.

35. LIMITS ON AGENCY'S OBLIGATIONS TO FURNISH WATER TO THE CITY. Notwithstanding any other provision of this Contract to the contrary, the Agency has no obligation to furnish the City any water under this Contract in amounts or at rates, places or times of delivery or under any other terms or conditions which will cause the Agency to be in violation of any of its licenses, permits or contracts relating to water supplies or water service, or in violation of any Federal, State or local law or regulation.

36. REMEDIES NOT EXCLUSIVE. The use by either party of any remedy specified for the enforcement of this Contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

37. WAIVER OF RIGHTS. Any waiver at any time by either party of its rights with respect to a breach or default, or any other matter arising in connection with this Contract, shall not be deemed to be a waiver with respect to any other breach, default or matter.

38. ASSIGNMENT. The provisions of this Contract shall apply to and bind the successors and assigns of the respective parties, but no assignment or transfer of this Contract, or any part hereof or interest herein, shall be valid until and unless approved by both parties.

39. AREA SERVED BY THE CITY. Water delivered to the City pursuant to this Contract shall not be sold or otherwise disposed of by the City for use outside of the City's water service area, as it may exist from time to time, without the prior written consent of the Agency and subject to the following:

(a) Regional Groundwater Banking. The City shall retain rights to any water used for groundwater banking programs operated within the City

(b) Recycled Water. The City shall retain rights to any recycled water generated from any regional wastewater treatment processes operated by the City regardless of the source of water used in generation of wastewater.

(c) Service Area Expansion. The City shall have the right to serve areas that are annexed to the City and such annexed areas are for purposes of this Contract hereby deemed within City's service area.

40. OPINIONS AND DETERMINATIONS. Where the terms of this Contract provide for action to be based upon, judgment, approval, review, or determination of either party, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

41. NOTICES. All notices that are required either expressly or by implication to be given by any party to the other under this Contract shall only be signed by authorized officers of the notifying party.

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

CITY
City Manager
311 Vernon Street
Roseville, CA 95678

AGENCY
General Manager
P.O. Box 6570
Auburn, CA 95604

Either party may amend its address for notice by sending notice to the other party.

42. INSPECTION OF BOOKS AND RECORDS. The proper officers or agents of each party shall have full and free access at all reasonable times to the account books and official records of the other party insofar as they pertain to the matters and things provided for in this Contract, with the right at any time during office hours to make copies thereof at that party's expense.

43. INTEGRATION. This is an integrated Contract and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

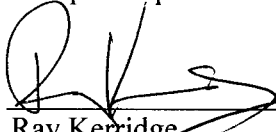
44. ATTORNEY'S FEES. In any action brought by either party to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees.

45. COUNTERPARTS. This Contract may be executed in counterparts.

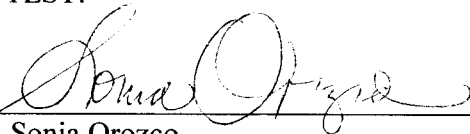
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Contract in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. 10-305 adopted by the Council of the City of Roseville on the 1st day of September, 2010, and Agency has caused this Contract to be executed by its General Manager and attested to by its Clerk to the Agency Board of Directors by the Agency's Resolution No. adopted by the Agency Board of Directors on the day of , 2010.

Signature page(s) to follow:

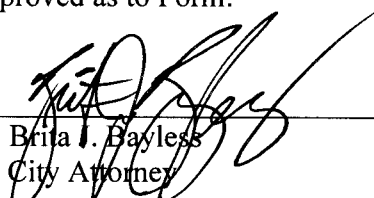
CITY OF ROSEVILLE,
a municipal corporation:

By 
Ray Kertridge
City Manager

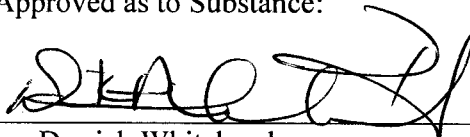
ATTEST:


Sonia Orozco
City Clerk

Approved as to Form:


Brita L. Bayless
City Attorney

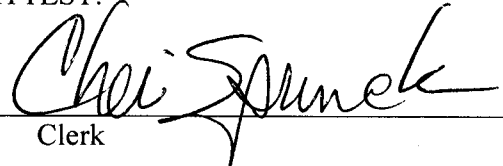
Approved as to Substance:


Derrick Whitehead
Environmental Utilities Director

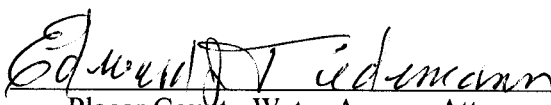
PLACER COUNTY WATER AGENCY,
a public agency:

By 
Alex Ferreira
Chair, Board of Directors

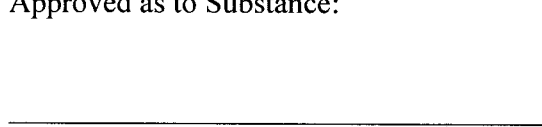
ATTEST:


Clerk

Approved as to Form:


Placer County Water Agency Attorney

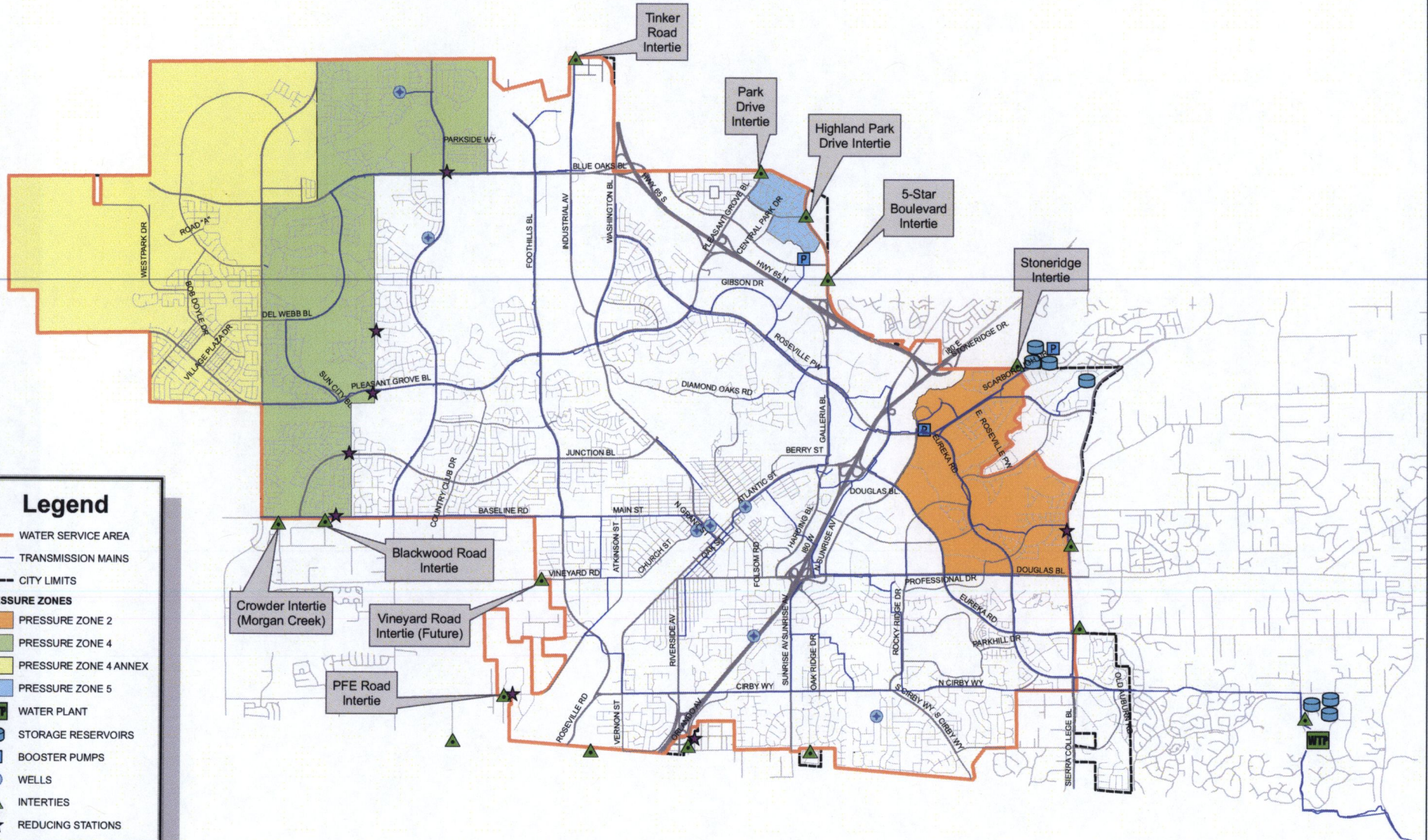
Approved as to Substance:



CITY OF ROSEVILLE/PCWA INTERTIE LOCATIONS ATTACHMENT A

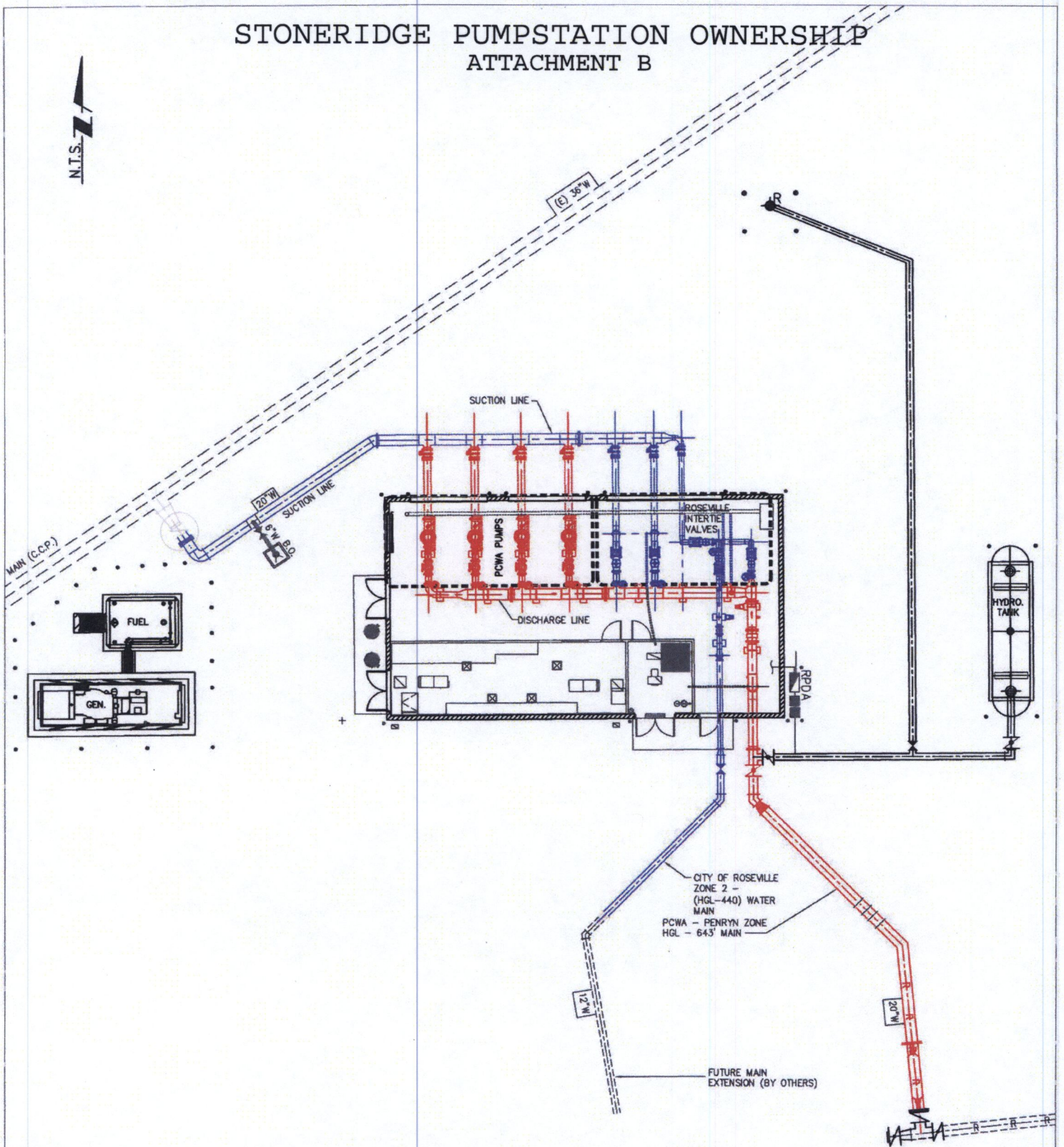
Legend

- WATER SERVICE AREA
- TRANSMISSION MAINS
- CITY LIMITS
- PRESSURE ZONES**
 - PRESSURE ZONE 2
 - PRESSURE ZONE 4
 - PRESSURE ZONE 4 ANNEX
 - PRESSURE ZONE 5
- WTP WATER PLANT
- STORAGE RESERVOIRS
- P BOOSTER PUMPS
- WELLS
- ▲ INTERTIES
- ★ REDUCING STATIONS



STONERIDGE PUMPSTATION OWNERSHIP ATTACHMENT B

N.T.S. 

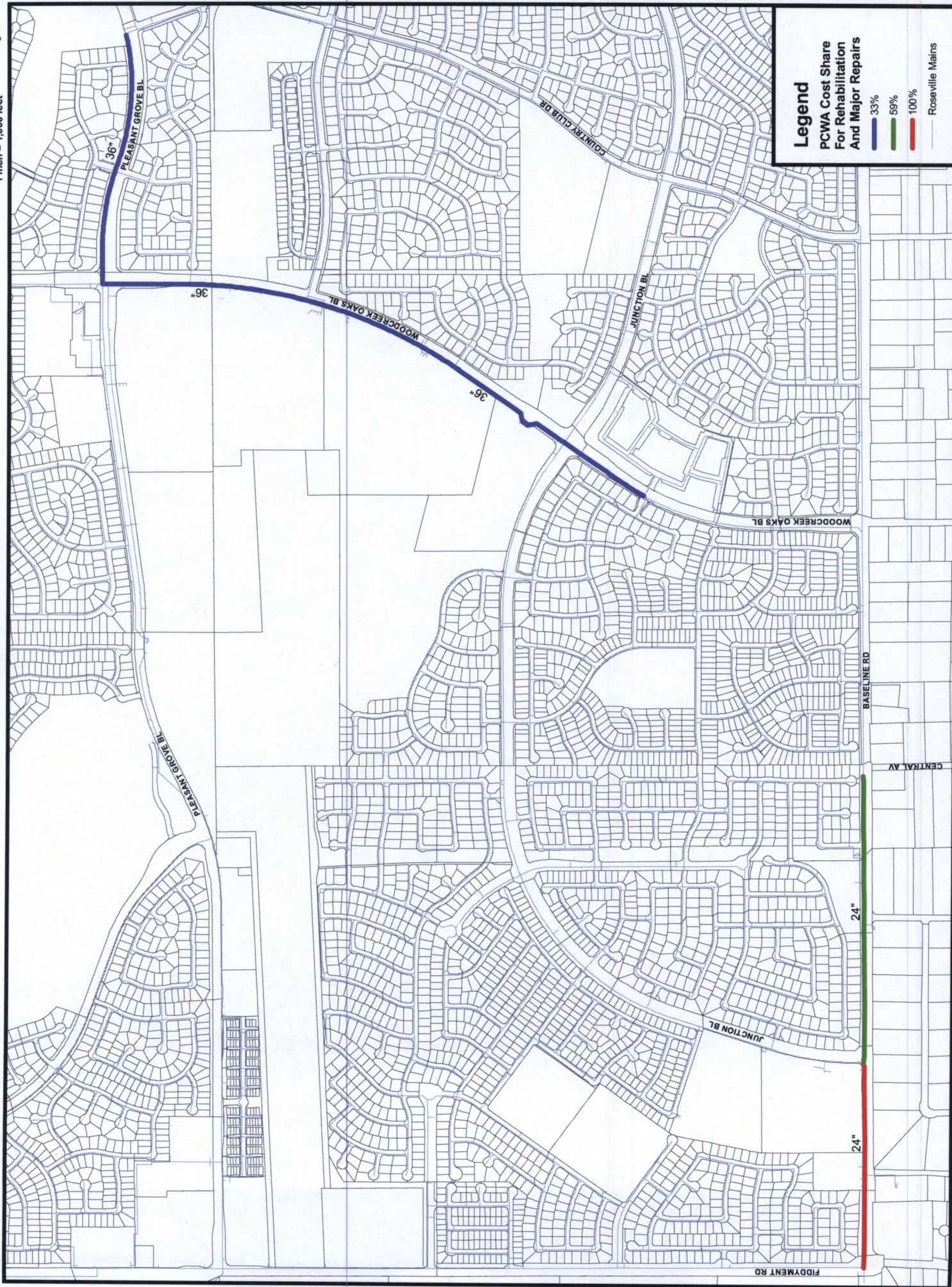




1 inch = 1,000 feet

PCWA "Upsized" Waterlines Within Roseville

Attachment C



Legend

PCWA Cost Share
For Rehabilitation
And Major Repairs

33%

59%

100%

Roseville Mains

RESOLUTION NO. 10-305

APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PLACER
COUNTY WATER AGENCY AND AUTHORIZING THE CITY MANAGER TO EXECUTE
IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement regarding water supplies and exchanges, between the City of Roseville and the Placer County Water Agency, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this 1 day of September, 2010, by the following vote on roll call:

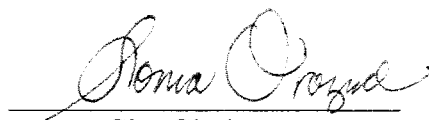
AYES COUNCILMEMBERS: Allard, Gray, Garcia, Roccucci, Garbolino

NOES COUNCILMEMBERS: None

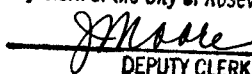
ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


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



COUNCIL COMMUNICATION

CC #: 2711
File #: 0800-03

Title: Firm and Non-Firm Point-to-Point Transmission, and for Resale, Reassignment or Transfer of Point-To-Point Transmission -Transmission Service Agreements
Contact: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to authorize the City Manager to execute three Transmission Service Agreements with Puget Sound Energy Inc.:

- Short-Term Firm Point-To-Point Transmission Service Agreement
- Non-Firm Point-To-Point Transmission Service Agreement
- Resale, Reassignment or Transfer of Point-To-Point Transmission Service Agreement.

BACKGROUND

Roseville Electric Utility purchases energy from various markets defined in the Electric Risk Policies. On February 1, 2017, City Council approved three new trading locations in the Pacific Northwest. In order to continue to procure energy from the Pacific Northwest, Roseville purchases transmission from various transmission owners.

Transmission is transacted as either Firm, or Non-Firm, which defines the level of priority of the energy delivered under the transmission in the event of contingencies that reduce transmission capacity. The following enabling agreements will allow Roseville to continue to transact this transmission with Puget Sound Energy Inc.:

- Short-Term Firm Point-To-Point Transmission Service provides the highest quality (priority) service offered to customers with no planned interruptions
- Non-Firm Point-To-Point Transmission Service is reserved on an as-needed basis and it is subject to interruption
- Resale, Reassignment or Transfer of Point-To-Point Transmission Service Agreement to resell any firm transmission to another entity in case Roseville does not need it.

These agreements are standard form, and are renewals of the existing agreements with Puget Sound Energy that expires on June 1, 2023. These agreements are similar to Roseville's existing transmission agreements with Western Area Power Administration, the Transmission Agency of Northern California, the Sacramento Municipal Utility District, and PacifiCorp. Executing these agreements will provide the ability to purchase transmission from Puget Sound Energy Inc. to

transfer energy from the Pacific Northwest markets.

FISCAL IMPACT

There is no fiscal impact associated with the execution of the Transmission Service Agreements with Puget Sound Energy Inc. as they are enabling agreements.

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. Execution of these Transmission Service Agreements is not considered a “project” as defined by CEQA and consequently no CEQA action is required.

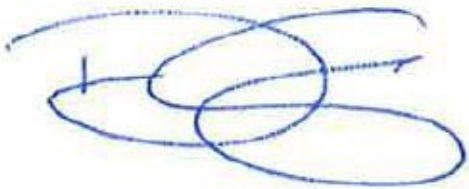
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A: Remain fiscally responsible in a changing world.

Respectfully Submitted,

Petra Wallace, Electric Risk and Compliance Supervisor

Dan Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-175

Transmission Service Agreements

RESOLUTION NO. 23-175

APPROVING SERVICE AGREEMENTS, BY AND BETWEEN PUGET SOUND
ENERGY, INC. AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THEM ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, Roseville Electric Utility purchases energy from various markets defined in the Electric Risk Policies; and

WHEREAS, in order to continue to procure energy from the Pacific Northwest, enabling agreements are required to allow Roseville to continue to transact this transmission with Puget Sound Energy, Inc.

WHEREAS, a Form of Service Agreement For Firm Point-To-Point Transmission Service, a Form of Service Agreement for the Resale, Reassignment or Transfer of Point-to-Point Transmission Service, and a Form of Service Agreement for Non-Firm Point-to-Point Transmission Service, by and between Puget Sound Energy, Inc. and the City of Roseville, have been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreements are hereby approved and that the City Manager is authorized to execute them 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

Puget Sound Energy, Inc.

PUGET SOUND ENERGY, INC.
ORIGINAL SERVICE AGREEMENT NO. SA-5010

Issued by: Stephanie Imamovic, Manager
Transmission Policy & Contracts
Issued on: July 31, 2023

Effective Date: June 1, 2023

ATTACHMENT A

Form of Service Agreement for Firm Point-To-Point Transmission Service

- 1.0 This Service Agreement, dated as of June 1, 2023, is entered into, by and between Puget Sound Energy, Inc. (the Transmission Provider), and City of Roseville (“Transmission Customer”).
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.
- 4.0 Transmission Customers requesting Short-Term Firm Point-to-Point Transmission Service shall consider this agreement as a blanket authorizing agreement for such service. Requests for specific Short-Term Firm Point-to-Point Transmission Service transactions must be submitted on the Transmission Provider’s OASIS.
- 5.0 Transmission Customers requesting Long-Term Firm Point-to-Point Transmission Service shall complete the Specifications sheet attached hereto.
- 6.0 Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. With respect to requests for blanket authorization for Short-Term Firm Point-to-Point Transmission Service, the term of this agreement shall be three (3) years from the date referenced in Section 1.0, at which time Transmission Customer must provide notice to Transmission Provider that Transmission Customer would like to renew this agreement for an additional three (3) year term. With respect to Long-Term Firm Point-to-Point Transmission Service, the term of this agreement shall be mutually agreed to between the parties and included in the Specifications sheet attached hereto. Notwithstanding the foregoing, service under this agreement may be terminated on such other date as mutually agreed upon by the parties.
- 7.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

- 8.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Puget Sound Energy, Inc.
355 – 110th Avenue NE, EST-06E
Bellevue, WA 98004
Attn: Manager, Transmission Policy & Contracts

Transmission Customer:

City of Roseville
2090 Hilltop Circle
Roseville, CA 95747
Attn: Petra Wallace

- 9.0 The Tariff is incorporated herein and made a part hereof, including, without limitation, the specific Point-to-Point Transmission Service Products offered by Transmission Provider and identified in Attachment N.

- 10.0 Other provisions:

Term of Agreements: Three (3) years
Start Date: June 1, 2023
Termination Date: June 1, 2026

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider: **Puget Sound Energy, Inc.**

By: Stephanie Imamovic
Name: Stephanie Imamovic
Title: Manager, Transmission Policy & Contracts
Date: 4/12/2023

Transmission Customer: **City of Roseville**

By: _____
Name: _____
Title: _____
Date: _____

Puget Sound Energy, Inc.

Issued by: Stephanie Imamovic, Manager
Transmission Policy & Contracts
Issued on: July 31, 2023

Effective Date: June 1, 2023

ATTACHMENT A-1

Form of Service Agreement for the Resale, Reassignment or Transfer of Point-To-Point Transmission Service

- 1.0 This Service Agreement, dated as of June 1, 2023 is entered into, by and between Puget Sound Energy, Inc. (the Transmission Provider), and City of Roseville (the Assignee).
- 2.0 The Assignee has been determined by the Transmission Provider to be an Eligible Customer under the Tariff pursuant to which the transmission service rights to be transferred were originally obtained. Assignees requesting Short-Term Firm Point-to-Point Transmission Service shall consider this agreement as a blanket authorizing agreement for such service. Requests for specific Short-Term Firm Point-to-Point Transmission Service transactions must be submitted on the Transmission Provider's OASIS. Each Assignee shall complete the Specifications sheet attached hereto.
- 3.0 The terms and conditions for the transaction entered into under this Service Agreement shall be subject to the terms and conditions of Part II of the Transmission Provider's Tariff, except for those terms and conditions negotiated by the Reseller of the reassigned transfer capability (pursuant to Section 23.1 of this Tariff) and the Assignee to include: contract effective and termination dates, the amount of reassigned capacity or energy, point(s) of receipt and delivery. Changes by the Assignee to the Reseller's Points of Receipt and Points of Delivery will be subject to the provisions of Section 23.2 of this Tariff.
- 4.0 The Transmission Provider shall credit the Reseller for the price reflected in the Assignee's Service Agreement or the associated OASIS schedule.
- 5.0 With respect to requests for blanket authorization for Short-Term Firm Point-to-Point Transmission Service, the term of this agreement shall be three (3) years from the date referenced in Section 1.0, at which time Assignee must provide notice to Transmission Provider that Assignee would like to renew this agreement for an additional three (3) year term. With respect to other Firm Point-to-Point Transmission Service, the term of this agreement shall be mutually agreed to between the parties and included in the Specifications sheet attached hereto.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Puget Sound Energy, Inc.
355 – 110th Avenue NE, EST-06E
Bellevue, WA 98004

Attn: Manager, Transmission Policy & Contracts

Issued by: Stephanie Imamovic, Manager
Transmission Policy & Contracts

Issued on: July 31, 2023

Effective Date: June 1, 2023

Assignee:

City of Roseville
2090 Hilltop Circle
Roseville, CA 95747
Attn: Petra Wallace

- 7.0 The Tariff is incorporated herein and made a part hereof, including, without limitation, the specific Point-to-Point Transmission Service Products offered by Transmission Provider and identified in Attachment N.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider: **Puget Sound Energy, Inc.**

By: Stephanie Imamovic
Name: Stephanie Imamovic
Title: Manager, Transmission Policy & Contracts
Date: 4/12/2023

Assignee: **City of Roseville**

By: _____
Name: _____
Title: _____
Date: _____

**Specifications for the Resale, Reassignment or Transfer of
Long-Term Firm Point-To-Point Transmission Service**

- 1.0 Term of Transaction: _____
Start Date: _____
Termination Date: _____
- 2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

- 3.0 Point(s) of Receipt: _____
Delivering Party: _____
- 4.0 Point(s) of Delivery: _____
Receiving Party: _____
- 5.0 Maximum amount of reassigned capacity: _____
- 6.0 Designation of party(ies) subject to reciprocal service obligation: _____

- 7.0 Name(s) of any Intervening Systems providing transmission service:

- 8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)
- 8.1 Transmission Charge: _____

- 8.2 System Impact and/or Facilities Study Charge(s):

- 8.3 Direct Assignment Facilities Charge: _____

- 8.4 Ancillary Services Charges: _____

- 9.0 Name of Reseller of the reassigned transfer capability:

Puget Sound Energy, Inc.

PUGET SOUND ENERGY, INC.
ORIGINAL SERVICE AGREEMENT NO. SA-5011

Issued by: Stephanie Imamovic, Manager
Transmission Policy & Contracts
Issued on: July 31, 2023

Effective Date: June 1, 2023

ATTACHMENT B

Form of Service Agreement for Non-Firm Point-To-Point Transmission Service

- 1.0 This Service Agreement, dated as of June 1, 2023, is entered into, by and between Puget Sound Energy, Inc. (the Transmission Provider), and City of Roseville (Transmission Customer).
- 2.0 The Transmission Customer has been determined by the Transmission Provider to be a Transmission Customer under Part II of the Tariff and has filed a Completed Application for Non-Firm Point-To-Point Transmission Service in accordance with Section 18.2 of the Tariff.
- 3.0 Service under this Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Transmission Customer.
- 4.0 The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.
- 5.0 Transmission Customers requesting Non-Firm Point-to-Point Transmission Service shall consider this agreement as a blanket authorizing agreement for such service. Requests for specific Non-Firm Point-to-Point Transmission Service transactions must be submitted on the Transmission Provider's OASIS.
- 6.0 The term of this agreement shall be three (3) years from the date referenced in Section 1.0, at which time Transmission Customer must provide notice to Transmission Provider that Transmission Customer would like to renew this agreement for an additional three (3) year term.
- 7.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

- 8.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Puget Sound Energy, Inc.
355 – 110th Avenue NE, EST-06E
Bellevue, WA 98004
Attn: Manager, Transmission Policy & Contracts

Transmission Customer:

City of Roseville
2090 Hilltop Circle
Roseville, CA 95747
Attn: Petra Wallace

- 9.0 The Tariff is incorporated herein and made a part hereof, including, without limitation, the specific Point-to-Point Transmission Service Products offered by Transmission Provider and identified in Attachment N.

- 10.0 Other Provisions:

Term of Agreements: Three (3) years
Start Date: June 1, 2023
Termination Date: June 1, 2026

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider: Puget Sound Energy, Inc.

By: Stephanie Imamovic
Name: Stephanie Imamovic
Title: Manager, Transmission Policy & Contracts
Date: 4/12/2023

Transmission Customer: City of Roseville

By: _____
Name: _____
Title: _____
Date: _____



COUNCIL COMMUNICATION

CC #: 2701
File #: 0900-03

Title: Industrial Substation Switchgear #1 Civil Construction - Notice of Completion
Contact: Austin Kurth 916-774-5661 akurth@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 7.15.

RECOMMENDATION TO COUNCIL

Roseville Electric staff recommends that the City Council accept this project as complete and adopt a resolution authorizing the Electric Utility Director to execute the Notice of Completion for the public project known as Industrial Substation Switchgear #1 Replacement Civil Construction Project.

BACKGROUND

On August 17, 2022, the City awarded a contract to Interstate Construction, Inc. for the construction of civil improvements at the Industrial substation. The work consisted of demolition of existing concrete foundations and adding new foundations, conduit and associated materials. This work allowed for the replacement of an obsolete 12 kV switchgear. Construction was completed for a total cost of \$197,102.

FISCAL IMPACT

The construction contract was awarded to Interstate Construction, Inc. in the amount of \$179,880. City Council also approved a 10%, or \$17,988, contingency for a not-to-exceed total amount of \$197,868. There was one negotiated change order during construction, with a final contract value of \$197,102. Funding for this project was provided in the Electric Fund FY2022-23 budget.

ENVIRONMENTAL REVIEW

The Industrial Substation Switchgear #1 Replacement Civil Construction project involves the replacement of existing structures and facilities. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared and no further CEQA action is required. The notice of completion for the Industrial Substation Switchgear #1 Replacement Civil Construction project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Austin Kurth, Power Engineer

Dan Beans, Electric Utility Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-170

NOC

Vicinity Map

CEQA exemption

RESOLUTION NO. 23-170

ACCEPTING THE PUBLIC WORK KNOWN AS THE INDUSTRIAL SUBSTATION SWITCHGEAR #1 REPLACEMENT CIVIL CONSTRUCTION PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE ELECTRIC UTILITY 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 Industrial Substation Switchgear #1 Replacement Civil Construction Project, has been approved and the public work accepted.
2. The Electric Utility 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 _____, 2023, 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 _____ 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 _____.

The surety on said project was _____.

_____.

City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

I, _____, being first duly sworn, depose and say: I am the _____ 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.

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)

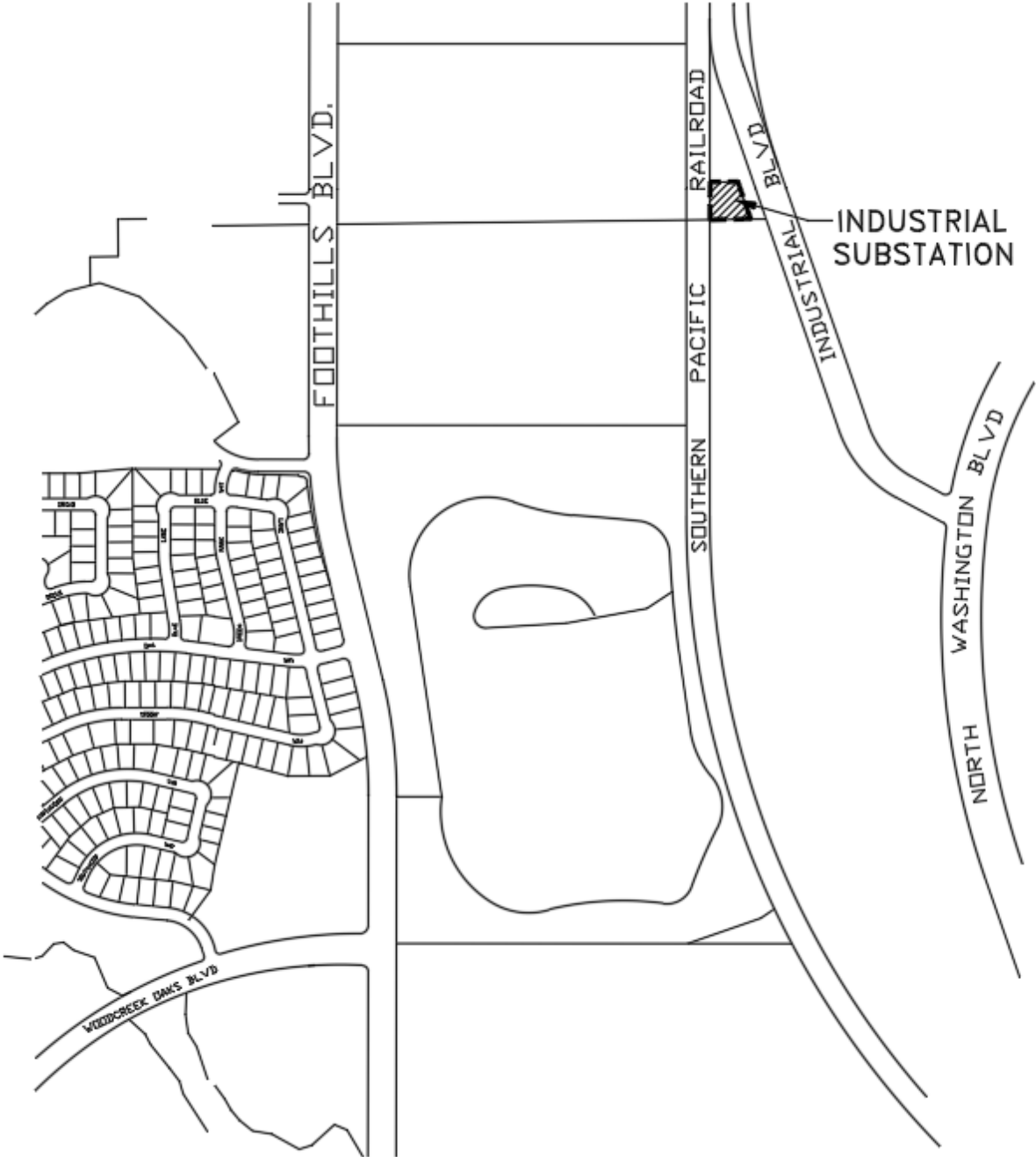
Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, _____
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Industrial Substation Switchgear #1 Civil Construction

Exhibit A – Substation Location





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: Industrial Substation 12kV Switchgear #1 Replacement

Project Location: 8201 Industrial Ave, Roseville, City of Roseville, Placer County, CA
(APN 017-113-001-000)

Project Description: Roseville Electric is proposing to upgrade/replace the Bay 1 12kV switchgear at Industrial Substation. A new switchgear building will be installed on a concrete foundation at the substation. Replacement of the switchgear allows for an improved design, which will include new technologies such as microprocessor relays, battery backup, and climate control. The project will increase the reliability to customers served by the Industrial Bay 1 12kV Switchgear.

Public Agency Approving Project: Roseville City Council

Agency Carrying Out Project: Roseville Electric

Reason why this Project is Exempt: This project is exempt as described in section 15302 of the California Environmental Quality Act (CEQA) guidelines:

"Class 2 consists of...replacement or reconstruction of existing structures and facilities... where the new structure will have substantially the same purpose and capacity of the structure replaced....including but not limited to replacement of existing utility systems..."

The proposed project involves replacement of components an existing substation, and will not substantially alter purpose or capacity. No sensitive environmental resources would be disturbed.

Lead Agency Contact Person: Austin Kurth, Electric Department Utility, 2090 Hilltop Circle, Roseville, CA 95747

Signature: 
Terri Shirhall, Environmental Coordinator

Date: April 21, 2022



COUNCIL COMMUNICATION

CC #: 2719

File #: 0900-04-02 & 1002

Title: Roseville Parkway Extension Project - Agreement for Sale of Real Property

Contact: Jesse Khatkar 916-774-5434 jskhatkar@roseville.ca.us

Meeting Date: 5/17/2023

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve an Agreement for Sale of Real Property for the purchase of real property for the Roseville Parkway Extension project with 8845 Washington Industrial Owner, LP in the amount of \$142,000, and authorize the City Manager to execute it and all related escrow documents on behalf of the City of Roseville.

BACKGROUND

Roseville Parkway is a multi-lane arterial roadway providing a connection from Northwest Roseville to East Roseville and Granite Bay. The roadway is continuous except for a 0.75-mile segment between Foothills Boulevard and Washington Boulevard. The project scope includes the construction of:

- Four vehicle travel lanes (two in each direction);
- Curb, gutter and sidewalk;
- On-street bike lanes;
- Separated multi-use path;
- Street lights;
- Street landscaping; and
- An overpass spanning the Union Pacific Railroad (UPRR) tracks and Industrial Avenue

At their December 19, 2019 meeting, City Council approved a Professional Design Service agreement with Mark Thomas to complete the design and environmental document for the Project. Mark Thomas identified the need to procure property rights from 4 properties. The City obtained the services of Interwest Consulting Group to prepare the valuations that determined the fair market value for the acquisitions, and to negotiate the acquisition agreements on the City's behalf with the four property owners for easements and/or real property rights required to construct the project. Negotiations are still ongoing with a single property owner.

The property acquisition included in this action is from 8845 Washington Industrial Owner, LP and consists of approximately 32,789 square feet of Right of Way for a purchase amount of \$142,000.

Contingent on resolution of the remaining Right of Way acquisitions, construction of the Roseville Parkway Extension project is anticipated to begin in late 2023.

Public Outreach:

Since 2019, the Roseville Parkway Extension Project has been driven by robust public participation including a virtual community open house, stakeholder representative group meetings, online surveys, and email and social media updates. Details about the project can be found at roseville.ca.us/ParkwayExtension. Staff will continue to engage with the community as the project moves forward.

FISCAL IMPACT

The project is anticipated to cost approximately \$27.4 million and be entirely funded by the Traffic Mitigation Fund (TMF). Staff will return to Council with a budget adjustment to fund construction once the bids are received and actual construction costs are determined. There are adequate funds in the project for the subject property acquisition. No General Fund resources will be used for the project.

ENVIRONMENTAL REVIEW

Project level CEQA compliance for the Roseville Parkway Extension project was accomplished with preparation of the Roseville Parkway Extension Project Final Initial Study and Mitigated Negative Declaration (Adopted: September 16, 2020). Because the Roseville Parkway Extension project is consistent with the project evaluated in the Roseville Parkway Extension Project Final Initial Study and Mitigated Negative Declaration, no new effects would be expected to occur and all applicable mitigation measures from the Roseville Parkway Extension Project Final Initial Study and Mitigated Negative Declaration will be implemented. As such, no additional CEQA action is required at this time.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jesse Khatkar, Associate Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-189

Agreement for Sale of Real Property

Project Location Map

Acquisition Area

RESOLUTION NO. 23-189

APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND 8845 WASHINGTON INDUSTRIAL OWNER, LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Sale of Real Property for the purchase of approximately 32,789 square feet of Right of Way for the Roseville Parkway Extension project, by and between the City of Roseville and 8845 Washington Industrial Owner, LP, 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 and all related escrow documents on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT (this "Agreement"), made and entered into as of the Effective Date (as defined below), by and between the **CITY OF ROSEVILLE, a municipal corporation**, as buyer ("CITY" or "City") and **8845 WASHINGTON INDUSTRIAL OWNER, LP, a Delaware limited partnership**, as seller ("SELLER" or "Seller").

W I T N E S S E T H:

WHEREAS, SELLER is the owner of certain real property identified as Assessor Parcel Number 017-113-022 located in the City of Roseville, County of Placer (the "Property"); and

WHEREAS, the CITY desires to acquire a fee simple interest in a portion of such Property as more particularly described in the attached legal description marked Exhibit "A-1", and depicted on the attached plat map marked Exhibit "B-1" (the "Subject Property"), which is attached hereto and incorporated herein by reference for the purpose of constructing the Roseville Parkway Extension Project (the "Project"); and

WHEREAS, SELLER agrees to sell and CITY agrees to buy the fee simple interest in the Subject Property pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** Subject to the provisions of this Agreement, SELLER agrees to sell, and CITY agrees to buy, the Subject Property for the sum of *One Hundred Forty-Two Thousand and 00/100 Dollars (\$142,000.00)* ("Purchase Price") subject to adjustment and proration as set forth in this Agreement. The parties agree that the Purchase Price and release of the Deferred Improvement Agreements (as defined below) includes compensation for any and all improvements located within the Subject Property and any severance damages, loss of goodwill damages, relocation assistance payments, costs, or attorney fees, except as provided herein.

2. **Closing Documents & Funds.** Prior to Close of Escrow (as defined below), the parties shall deliver the following to the Title Company (as defined below):

(A) SELLER shall deliver:

(i) an executed Grant Deed conveying the Subject Property to CITY in the form attached hereto as Exhibit C (the "Deed") which Title Company shall record in the public records for Placer County, California (the "Records"), at Close of Escrow;

(ii) Seller's standard owner's affidavit (the "Owner's Affidavit");

(iii) an executed settlement statement prepared by the Title Company; and

(iv) such corporate documentation as is reasonably required by the Title Company in order to evidence Seller's formation, good standing and authority to execute and deliver the Deed in favor of City.

(B) CITY shall deliver:

(i) the full Purchase Price subject to adjustment and proration as set forth in this Agreement;

(ii) an executed settlement statement prepared by the Title Company;

(iii) an executed partial release in proper recordable form, and otherwise reasonably acceptable to Seller, releasing the Property from that certain Deferred Improvement Agreement (Roseville Parkway Industrial Center) dated November 18, 1998 by and between CITY and Sierra Crest Equities, LLC and recorded December 11, 1998 as Instrument No. 98-104333 in the Records, and that certain Deferred Improvement Agreement (Roseville Parkway Industrial Center) dated November 18, 1998 by and between City and Sierra Crest Equities, LLC and recorded December 11, 1998 as Instrument No. 98-0104334 in the Records (collectively, the "Deferred Improvement Agreements"), which Title Company shall record in the Records at Close of Escrow;

(iv) a letter from the City's Planning Director in substantially the form attached hereto as Exhibit "E" (the "Planning Director Letter"); and

(v) such other documentation as is reasonably required by the Title Company.

3. Escrow. CITY has opened an escrow for this transaction with Fidelity National Title Company, 8525 Madison Ave #110, Fair Oaks, CA 95628, and Attention: Paul Avila ("the Title Company") under Escrow #01004123-010-PA-WM. Within eighteen (18) calendar days after the Effective Date (as defined below) of this Agreement, City shall deposit the full Purchase Price in immediately available federal funds into escrow with the Title Company, which shall be held and disbursed by Title Company in accordance with this Agreement.

4. Title Approval. Prior to the Effective Date, CITY has had an opportunity to review, and has approved, that certain Fidelity National Title Company Preliminary Title Report No.: 01004123-010-PA-WM, dated June 29, 2020, Amended February 24, 2023, Amendment No. 3 (the "City Title Report"). Seller shall not be required to take any action in relation to the City Title Report or any title insurance policy issued in favor of City; provided, however, that at or prior to Close of Escrow, Seller shall (i) convey exclusive possession of the Subject Property to City subject to matters disclosed in the City Title Report, (ii) satisfy all monetary liens created by or through Seller that encumber the Subject Property other than non-delinquent real estate taxes and assessments, and (iii) deliver the documents required by paragraph 2(A) above.

5. Brokers. Each of Seller and City represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the Agreement or the sale of the Subject Property. Seller and City agree that each will indemnify, defend and hold the other free and harmless from the claims of any broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented Seller or City, respectively, or otherwise to be entitled to compensation in connection with this Agreement

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or in connection with the sale of the Subject Property. The terms and provisions of this paragraph shall survive the Close of Escrow hereunder.

6. Allocation of Taxes and Assessments. Taxes for the fiscal year in which the Close of Escrow occurs shall be apportioned as of the day immediately preceding the Close of Escrow (the "Date of Apportionment") and paid for in the manner required by Section 5086 of the Revenue and Taxation Code. If SELLER has prepaid any taxes which are cancelled pursuant to Section 5086 as to the Subject Property, SELLER may seek any refunds to which it is entitled from such taxing agencies and City shall reasonably cooperate in connection with same. If the Subject Property is subject to any assessments which are not subject to cancellation under Revenue and Taxation Code Section 5086, such assessments shall be prorated between the parties as of the Date of Apportionment. SELLER shall pay all taxes and assessments outstanding up to the date of apportionment, if any, as to the Subject Property. If, as of the Close of Escrow, real estate taxes and assessments applicable to the Subject Property for the then current tax year shall be based upon an estimate mutually acceptable to both parties and once such actual amounts are known, the parties shall re-prorate such amounts in accordance with this paragraph. This paragraph shall survive Close of Escrow.

7. Closing & Escrow Costs. CITY shall pay all costs and expenses associated with the following items incurred in connection with this transaction: (i) costs associated with its due diligence, (ii) escrow fees, (iii) tax and lien search fees, (iv) utility account search fees, (v) recording fees (including, but not limited to, those due in connection with recordation of the Deed and the partial release(s) of the Deferred Improvement Agreements), (vi) title insurance charges and premiums (including for City's owner's title policy and any loan title policy), (vii) transfer taxes, (viii) documentary stamp taxes, (ix) intangible taxes and (x) attorneys' fees incurred by City.

8. "As-Is" Purchase. The Subject Property is being sold in an "AS IS, WHERE IS" condition and "WITH ALL FAULTS" as of the Effective Date and of the Close of Escrow. Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any partner, officer, person, firm, agent, attorney or representative acting or purporting to act on behalf of Seller as to (i) the condition or state of repair of the Subject Property; (ii) the compliance or non-compliance of the Subject Property with any applicable laws, regulations or ordinances (including, without limitation, any applicable zoning, building or development codes); (iii) the value, expense of operation, or income potential of the Subject Property; (iv) any other fact or condition which has or might affect the Subject Property or the condition, state of repair, compliance, value, expense of operation or income potential of the Subject Property or any portion thereof; (v) whether the Subject Property contains asbestos or harmful or toxic substances or pertaining to the extent, location or nature of same; or (vi) any other matter related in any way to the Subject Property. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement and the exhibits hereto annexed, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement or the exhibits annexed hereto. City waives its right to recover from, and forever releases and discharges Seller, Seller's affiliates, Seller's investment advisor and manager, the partners, trustees, shareholders, directors, officers, attorneys, employees and agents of each of them, and their respective heirs, successors, personal representatives and assigns (collectively, the "Releasees") from any and all demands, claims (including, without limitation, causes of action in tort), legal or administrative

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proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen (collectively, "Claims"), that may arise on account of or in any way be connected with the Subject Property, the physical condition thereof, or any law or regulation applicable thereto (including, without limitation, claims under the Clean Air Act (42 U.S.C. 7401, et seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), as amended, the Clean Water Act (33 U.S.C. Section 1251, et seq.), as amended, the Safe Drinking Water Act (49 U.S.C. Section 1801, et seq.), as amended, the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), as amended, and the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.). Without limiting the foregoing, City, upon closing, shall be deemed to have waived, relinquished and released Seller and all other Releasees from any and all Claims, matters arising out of latent or patent defects or physical conditions, violations of applicable laws (including, without limitation, any environmental laws) and any and all other acts, omissions, events, circumstances or matters affecting the Subject Property. As part of the provisions of this paragraph, but not as a limitation thereon, City hereby agrees, represents and warrants that the matters released herein are not limited to matters which are known or disclosed, and City hereby waives any and all rights and benefits which it now has, or in the future may have conferred upon it, by virtue of the provisions of federal, state or local law, rules and regulations. City agrees that should any cleanup, remediation or removal of hazardous substances or other environmental conditions on or about the Subject Property be required after the date of the Close of Escrow, City shall have no claim against Seller for such clean-up, removal or remediation. This paragraph shall survive the Close of Escrow.

9. Closing of Escrow. Title to the Subject Property shall pass immediately upon Close of Escrow in accordance with this Agreement. The closing of the transaction contemplated by this Agreement shall take place through escrow with the Title Company on or before the date which is thirty (30) days after the Effective Date of this Agreement (the "Close of Escrow"), unless otherwise agreed to by Seller and City.

10. Escrow Instructions. Seller and City hereby direct the Title Company to place City's deposit of the Purchase Price in a non-interest bearing account in a federally insured bank. Upon the Title Company's receipt of the Purchase Price, the Title Company shall deliver written notice thereof to City and Seller. At Close of Escrow, the Purchase Price shall be paid to Seller. If this Agreement is timely terminated by City pursuant to an express right of termination contained in this Agreement, the Purchase Price shall be returned to City. If Close of Escrow is not completed hereunder for any other reason, liquidated damages in the amount of fifteen thousand dollars (\$15,000) shall be deducted from the Purchase Price and paid to the Seller and the remainder of the Purchase Price returned to City.

11. Time. Time is of the essence of this Agreement.

12. No Transfer of Subject Property. During the effectiveness of this Agreement, other than to City, SELLER agrees not to voluntarily assign, transfer or sell to any third party any right, title or interest SELLER has in the Subject Property.

13. Project. SELLER understands that the acquisition of the Subject Property is in connection with the construction, operation and maintenance by CITY of the Project, and that the

ACTIVE 686013979v2

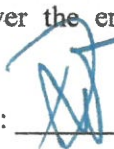
ACTIVE 686013979v6

payment of the money provided by this Agreement constitutes the entire consideration for the sale. SELLER hereby waives and releases CITY from any obligation, claim or damage on account of City's failure to pay Seller the fair market value of the Subject Property in exchange for Seller's conveyance of the Subject Property to CITY.

14. Default.

(A) If City shall become in breach of or default in its obligations under this Agreement, fifteen thousand dollars (\$15,000) shall be retained by Seller as liquidated damages, and both parties shall be relieved of and released from any further liability hereunder except for those which expressly survive the Close of Escrow. Seller and City agree that fifteen thousand dollars (\$15,000) is a fair and reasonable amount to be retained by Seller as agreed and liquidated damages in light of the costs incurred by Seller and shall not constitute a penalty or a forfeiture.

(B) If Seller shall refuse or fail to convey the Subject Property as herein provided for any reason other than (a) a default by City, or (b) any other provision of this Agreement which permits Seller to terminate this Agreement or otherwise relieves Seller of the obligation to convey the Subject Property, City shall elect as its sole and exclusive remedy hereunder either to (i) terminate the Agreement and recover the entire Purchase Price deposited into escrow, or (ii) seek specific performance.

SELLER'S INITIALS: 

CITY'S INITIALS: _____

15. Flood Control Act. SELLER discloses that the Subject Property may be located in a "flood zone," as set forth on F.E.M.A. or H.U.D. "Special Flood Zone Area Maps." City acknowledges and agrees that it has independently confirmed the same.

16. Special Studies Zone Act. SELLER discloses that the Subject Property may be situated in a Special Study Zone as designated under the Alquist-Priolo Special Studies Zone Act, Sections 2621-2630, inclusive, of the California Public Resources Code, or otherwise in an area of the high geologic hazard ("Geologic Zone"). City acknowledges and agrees that it has independently confirmed the same.

17. Reserved

18. Reserved

19. City's Representations & Warranties. City hereby represents and warrants to Seller:

A. That City has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

B. That, by the Close of Escrow, City will have had sufficient opportunity to inspect the Subject Property fully and completely at its expense in order to ascertain to its satisfaction the extent to which the Subject Property is acceptable to City.

The representations and warranties of City contained in this paragraph are made as of the Effective Date and are remade as of the Closing of Escrow (unless such representation or warranty is

limited to a specific date, then it shall not be deemed remade as of the Closing of Escrow), and shall survive Close of Escrow and the recordation of the Grant Deed.

20. Seller's Representations & Warranties. SELLER hereby represents and warrants to CITY:

A. Contracts: Seller has not executed any service contracts or other agreements (except which SELLER has disclosed to CITY) pertaining to the Subject Property, except those which can be terminated upon not more than thirty (30) days' notice.

B. Leases: To the best of Seller's knowledge, there are no tenants in possession of, or claiming any possession to, any portion of the Subject Property.

C. Litigation: Seller has not received written notice of any existing or pending litigation with respect to the Subject Property nor, to the best of Seller's knowledge, have any such actions, suits, proceedings or claims been threatened or asserted, which could have an adverse effect on the Subject Property or Seller's ability to consummate the transactions contemplated hereby.

D. Authority: That SELLER has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

The representations and warranties of Seller contained in this paragraph are made as of the Effective Date and are remade as of the Closing of Escrow (unless such representation or warranty is limited to a specific date, then it shall not be deemed remade as of the Closing of Escrow), and shall survive Close of Escrow and the recordation of the Grant Deed for a period of six (6) months. The aggregate liability of Seller for breach of any representations and warranties shall not exceed the amount of the Purchase Price less any third-party out-of-pocket costs or expenses incurred by Seller in connection with the negotiation of or performance under this Agreement, and recovery of actual damages up to that amount is City's sole and exclusive remedy for any such breach; provided, however, Seller shall have no liability to City for matters disclosed by Seller or discovered by City prior to Close of Escrow. Whenever a representation or warranty is made in this Agreement on the basis of the best knowledge of Seller (e.g., "to the best of Seller's knowledge"), such representation and warranty is made with the exclusion of any facts otherwise known or disclosed to City, and is made solely on the basis of the actual knowledge without inquiry or investigation of Tu-Uyen Do; provided, however that Tu-Uyen Do shall have no personal liability with respect to any such representation or warranty.

21. Integrated Agreement. This is an integrated Agreement, and it contains all of the terms, considerations, understandings and promises of the parties. It shall be read as a whole. This Agreement may be amended, modified, changed or rescinded only by an instrument in writing, executed by the parties, except as provided herein.

22. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

23. Attorney's Fees. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees (including through trial and all appellate levels).

24. Venue/Governing Law. Any action arising out of this Agreement shall be brought in Placer County, California regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

25. Binding Agreement. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the parties.

26. Joint Effort. This Agreement is the result of the joint efforts and negotiations of parties hereto, and no single party is the author or drafter of it. The parties agree that this Agreement shall be interpreted as though each of the parties participated equally in the composition of this Agreement and each and every part of it.

27. Notice. Any notices to parties required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, or via email, addressed as follows:

If to City: Jason Shykowski
Public Works Director
311 Vernon Street
Roseville, CA 95678

Email: jshykowski@roseville.ca.us

If to Seller: c/o Invesco Real Estate
2001 Ross Ave., Suite 3400
Dallas, TX 75201

Attn: Jason Geer
Email: jason.geer@invesco.com

With a copy to: Greenberg Traurig, P.A.
ACTIVE 686013979v2
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333 S.E. 2nd Avenue, Suite 4400
Miami, Florida 33131
Attn: Richard Giusto & Ronald Spadaro
Email: GiustoR@gtlaw.com
SpadaroR@gtlaw.com

Either party may amend its address for notice by notifying the other party in writing in accordance with this paragraph.

27. Assignability. City may not assign this Agreement in whole or in part without first obtaining Seller's prior written consent which may be withheld or granted in Seller's sole and absolute discretion. Any assignment in contravention of this paragraph shall be null, void and of no force or effect. No assignment shall release the City from any obligation or liability under this Agreement.

28. Further Assurances. Each party to this Agreement agrees to execute, acknowledge and deliver such further instruments as may be reasonably necessary to accomplish the sale of the Subject Property to the City as contemplated by this Agreement.

29. Effective Date. This Agreement shall be effective upon the execution of this Agreement by the last of the parties hereto (the "Effective Date").

30. Recordation. City and Seller agree not to record this Agreement or any memorandum thereof. The terms of this paragraph shall survive any termination of this Agreement.

31. Limitation of Liability. City hereby acknowledges and agrees that in no event shall any partner, member, manager, shareholder, or officer of Seller ever be liable to City as a result of a breach of this Agreement, and City agrees to look solely to Seller for satisfaction of any claim, loss or damage. The provisions of this paragraph shall survive the Close of Escrow or any termination of this Agreement.

32. Jury Waiver. CITY AND SELLER DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE DOCUMENTS DELIVERED BY CITY AT CLOSING OR SELLER AT CLOSING, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS AGREEMENT OR THE SUBJECT PROPERTY (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR SELLER TO ENTER INTO AND ACCEPT THIS AGREEMENT AND THE DOCUMENTS DELIVERED BY CITY AT CLOSING AND SHALL SURVIVE THE CLOSE OF ESCROW OF TERMINATION OF THIS AGREEMENT.

[Remainder of Page Intentionally Left Blank – Signatures Appear on the Following Page]

[Signature Page to Agreement for Sale of Real Property]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

CITY:
CITY OF ROSEVILLE, a municipal

BY: _____
DOMINICK CASEY
City Manager

Date: _____

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

Date: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

Date: _____

APPROVED AS TO SUBSTANCE:

BY: Stefanie Kemer
JASON SHYKOWSKI
Public Works Director for

Date: _____

Exhibits

A-1:	Legal Description of Fee Simple Interest
B-1:	Plat of Fee Simple Interest
C:	Form of Deed
D:	Reserved
E:	Form of Planning Director Letter

SELLER:
8845 WASHINGTON INDUSTRIAL OWNER,
LP, a Delaware limited partnership

By: [Signature]
Sacramento Industrial GP, LLC, a Delaware
limited liability company, its General Partner

By: _____
Name: Duncan Walker
Title: Vice President
Date: _____

RECOMMENDED FOR APPROVAL:

[Signature]
JAMES STAUDINGER
Senior Right-of-Way Agent
Consultant to the City
CA Real Estate Broker License #00582011
Date: 4/27/23

Exhibit "A-1"
Fee Simple Legal Description
1 of 2

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of PARCEL C of that certain Parcel Map titled ROSEVILLE PARKWAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 84°58'42" East, 2824.07 feet to the southeast corner of PARCEL C, marked by a found 3/4" Iron Pipe with a brass tag "LS 4590" (no record), and the **Point of Beginning**; thence along the easterly line of said PARCEL C, North 01°16'43" West, 50.00 feet; thence leaving said easterly line, the following (two) courses:

1. South 88°43'17" West, 357.54 feet to the beginning of a tangent curve concave northeasterly, having a radius of 1911.85 feet, a chord bearing and distance of North 86°48'33" West, 297.96 feet;
2. westerly along said curve, through a central angle of 08°56'19", 298.26 feet to a point on the westerly line of said PARCEL C; thence along said westerly line, South 01°16'43" East, 50.60 feet to a point on the southerly line of said PARCEL C, also being the beginning of a non-tangent curve, concave northeasterly, having a radius of 1961.85 feet, a chord bearing and distance of South 86°55'27" East, 297.91 feet; thence along said southerly line the following two (2) courses:
 1. Southeasterly along said curve, through a central angle of 08°42'32", 298.20 feet;
 2. North 88°43'17" East, 357.54 feet to the **Point of Beginning**.

Containing 0.75 acres or 32,789 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US

Exhibit "A-1"
Fee Simple Legal Description
2 of 2

Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

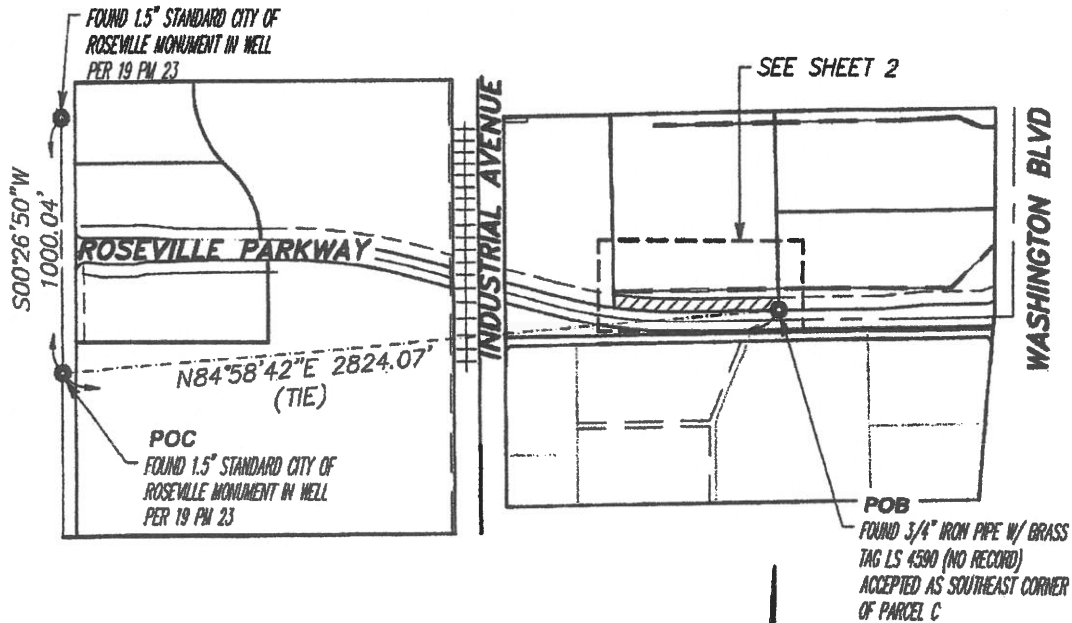
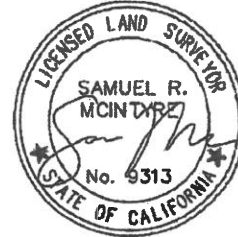
05/20/2021

Date

Exhibit "B-1"
Fee Simple Plat Map
1 of 2

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PM PARCEL MAP
- CB CHORD BEARING
- CH CHORD DISTANCE
- FOUND MONUMENT AS NOTED
- DIMENSION POINT
- ▨ PARCEL TO BE TRANSFERRED



BEARINGS AND DISTANCES SHOWN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET, DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN GROUND LEVEL DISTANCES.

SHEET 1 OF 2

 MARK THOMAS Scale: 1" = 600' Date May 2021 Drawn By 686013979v2 ACTIVE 686013979v2 Checked By SM		 CITY OF ROSEVILLE TRADITION • PRIDE • PROGRESS
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Exhibit "B-1"
Fee Simple Plat Map
2 of 2

LEGEND

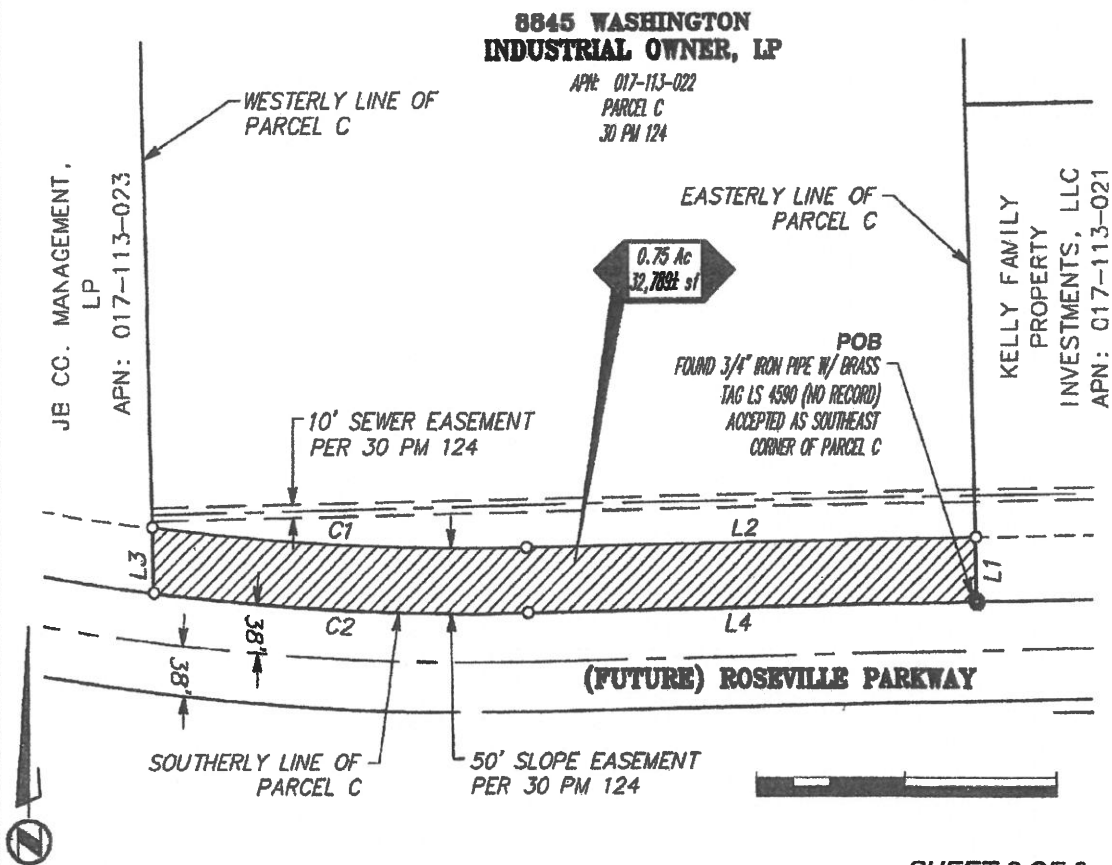
POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 PM PARCEL MAP
 CB CHORD BEARING
 CH CHORD DISTANCE
 ● FOUND MONUMENT AS NOTED
 ○ DIMENSION POINT
 ▨ PARCEL TO BE TRANSFERRED
 SEE SHEET 1 FOR BASIS OF BEARINGS

CURVE TABLE

LINE TABLE

L1 N01°16'43"W 50.00'
 L2 S88°43'17"W 357.54'
 L3 S01°16'43"E 50.60'
 L4 N88°43'17"E 357.54'

R=1911.85'
 Δ =008°56'19"
 C1 L=298.26'
 CB=N86°48'33"W
 CH=297.96'
 R=1961.85'
 Δ =008°42'32"
 C2 L=298.20'
 CB=S86°55'27"E
 CH=297.91'



SHEET 2 OF 2

 MARK THOMAS Scale: 1" = 120' Date May 2021 Drawn By AD Checked By SM ACTIVE 686013979v2 ACTIVE 686013979v2		 CITY OF ROSEVILLE TRADITION • PRIDE • PROGRESS
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Exhibit "C"

Form of Deed

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

GRANT DEED

The undersigned declares that the DOCUMENTARY TRANSFER TAX is
\$ _____ and is
_____ computed on the full value of the interest or property conveyed; OR IS
_____ computed on the full value less value of liens or encumbrances remaining
thereon at the time of sale.

Signature of Declarant

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
_____ Grantor, grants to _____ grantee, the real
property located in _____ city and _____ County,
California, described as follows:

See attached Exhibit A, incorporated by reference to this document.

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA, _____)
COUNTY OF _____)

On _____ before me, _____, (here insert name and
title of the officer), personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "D"

Reserved

Exhibit "E"

Form of Planning Director Letter

[City Planning Department Letterhead]

[Date]

VIA EMAIL

8845 Washington Industrial Owner, LP ("Owner")
c/o Invesco Real Estate
2001 Ross Ave., Suite 3400
Dallas, TX 75201

Attn: Asset Manager – Sacramento Industrial Portfolio

RE: _____

To Whom It May Concern:

The property located at 8845 Washington Blvd., Roseville, CA 95678 (the "Property") is in the M2 Zone and the North Industrial Plan Area. The sale of the property outlined in red on Exhibit A attached hereto (the "ROW Property") to the City of Roseville will not affect the Property's current status as "in compliance" (as it is currently comprised) with all zoning regulations, including those set forth in the City's Ordinance (Title 19, City of Roseville Municipal Code) and the North Roseville Area Design Guidelines. However, construction of the Roseville Parkway Extension Project ("the Project") by the City in the ROW Property may result in technical noncompliance with the 50 foot landscape setback requirement in the North Roseville Area Design Guidelines. However, the City agrees that it will not require Owner and/or its successors and assigns to comply with this requirement as to any area affected by the Project.

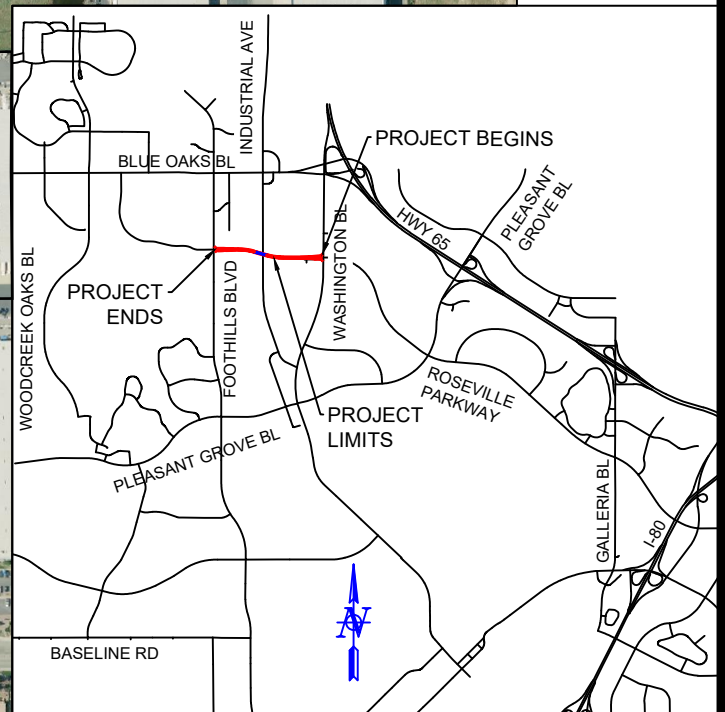
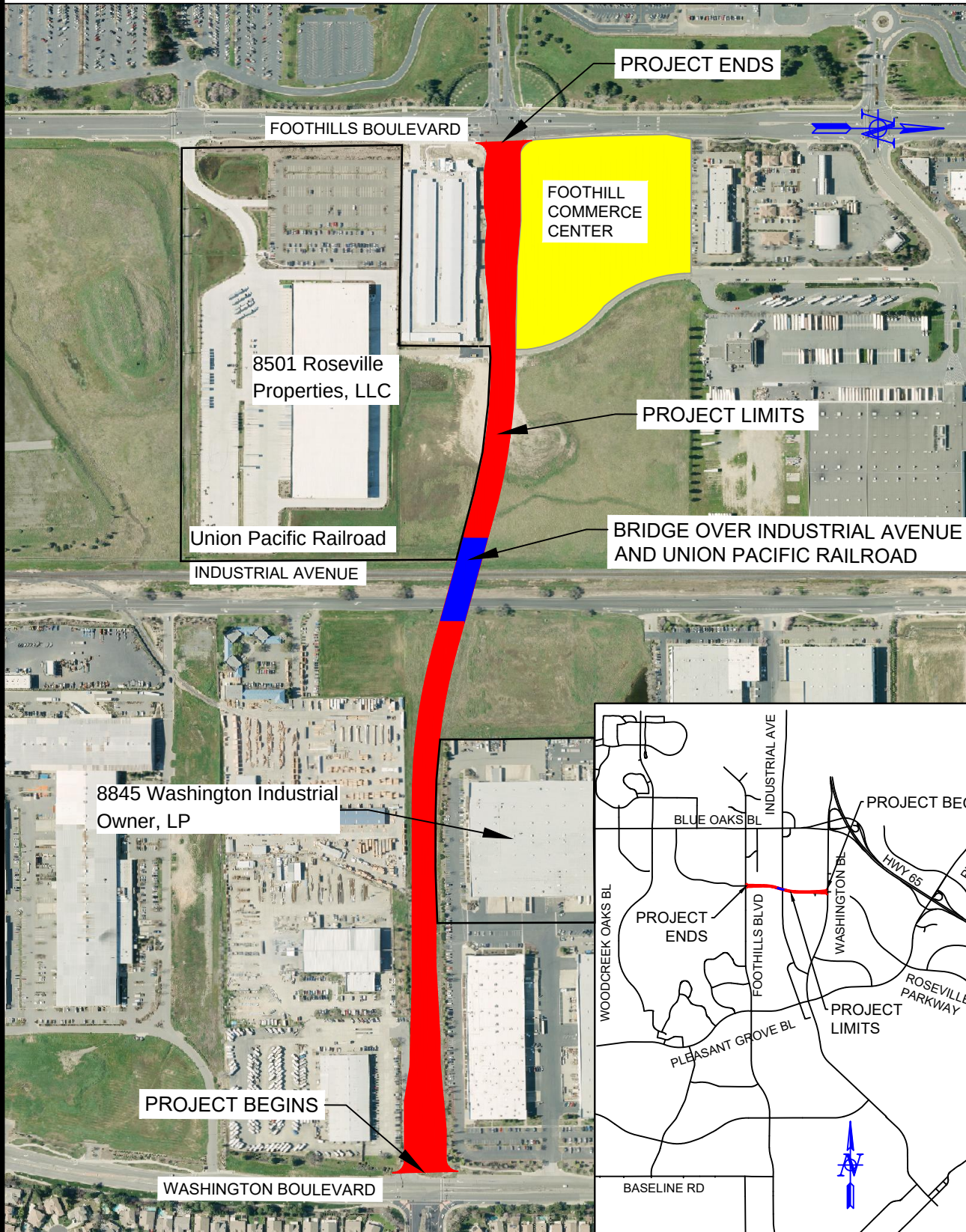
The sale of the ROW Property will not require a variance, as that term is defined in Chapter 19.74 of the Zoning ordinance, nor shall it render the Property, or any structures there on, as Nonconforming Uses, as defined in Chapter 19.24 of the Zoning Ordinance. This letter shall serve as a Zoning Clearance Certificate for the Property, as that term is defined in Chapter 19.72 of the Zoning Ordinance and may be relied upon by the successors and assigns of Owner as well as any future lender.

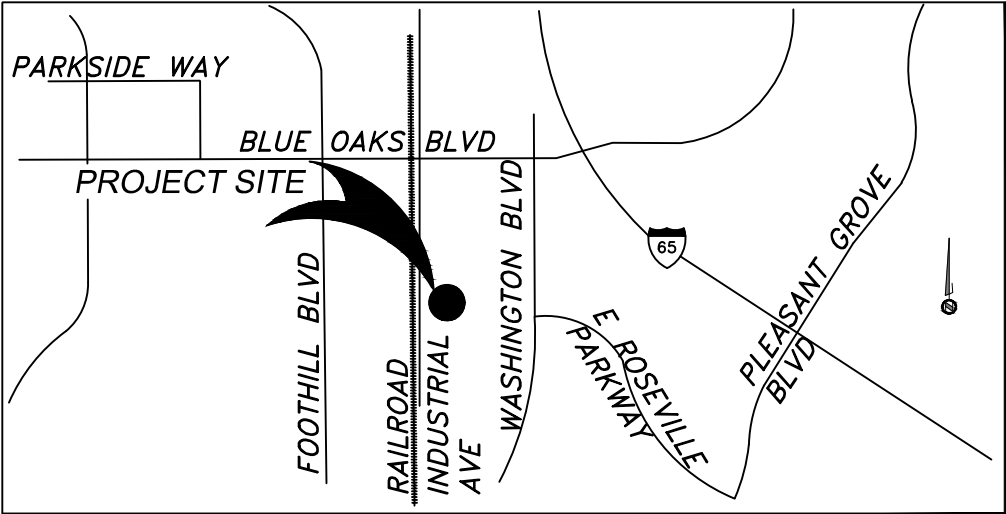
[Signatures]

Exhibit A

ACTIVE 686013979v2
ACTIVE 686013979v6

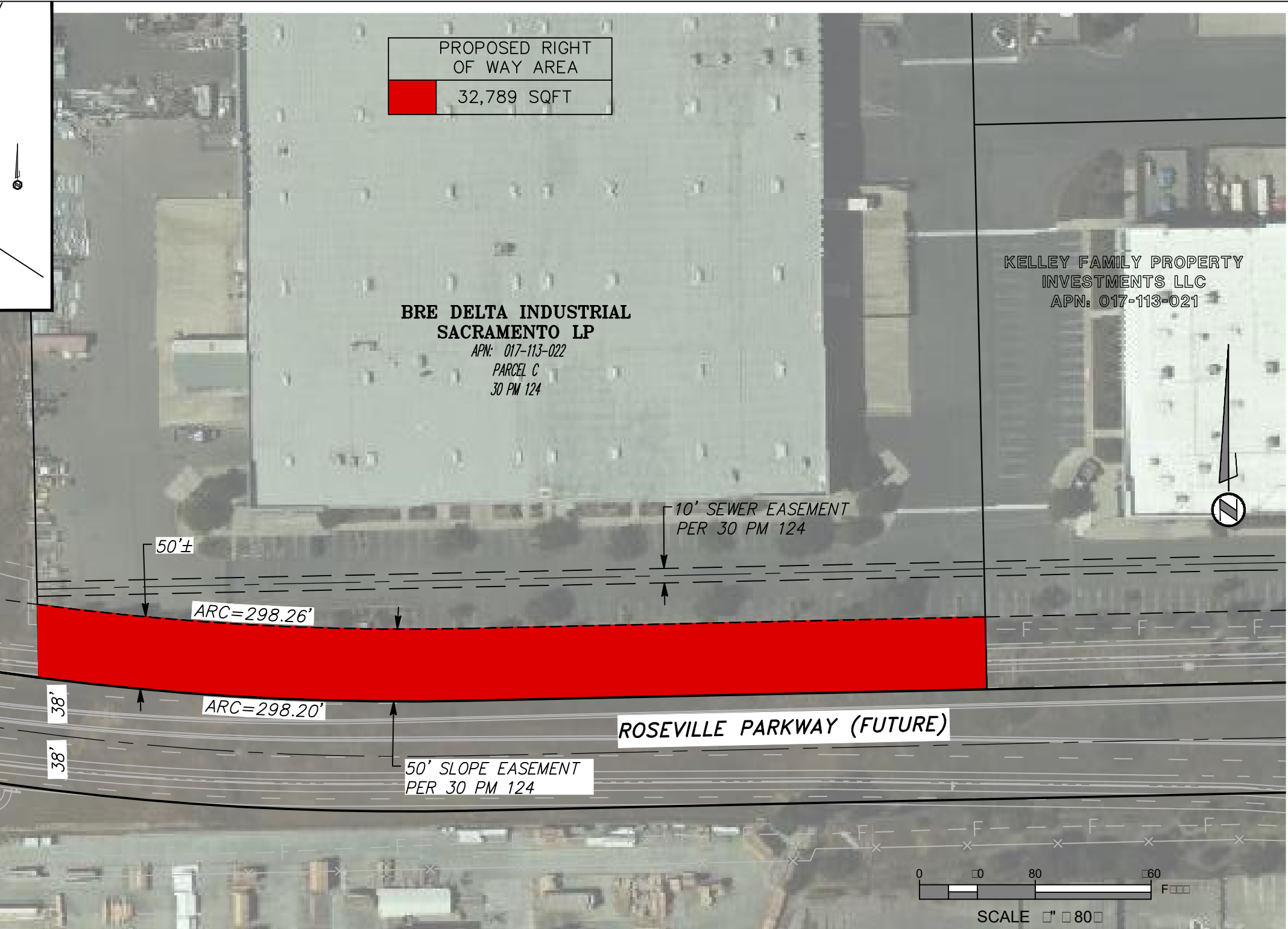
EXHIBIT A PROJECT AREA MAP





VICINITY MAP
NOT TO SCALE

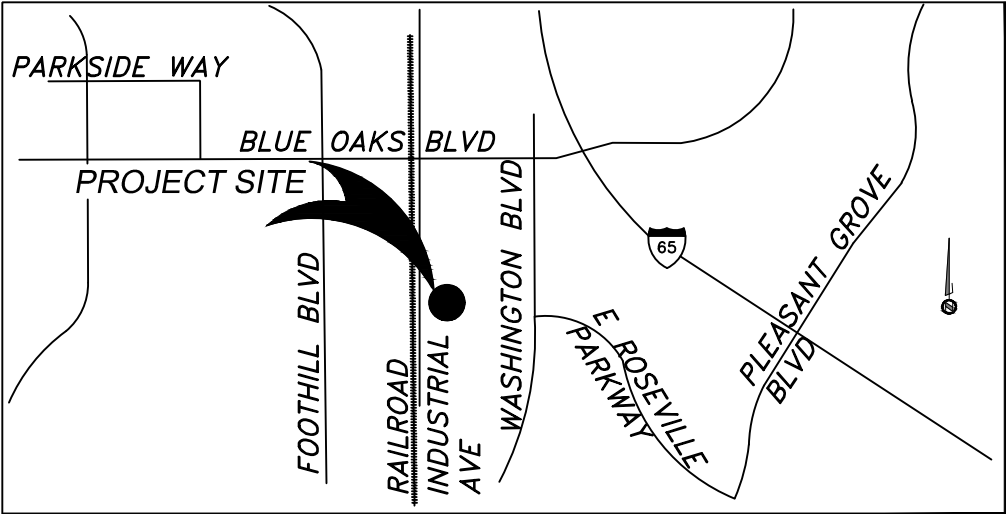
JB CO. MANAGEMENT LP
APN: 017-113-023



DISCLAIMER

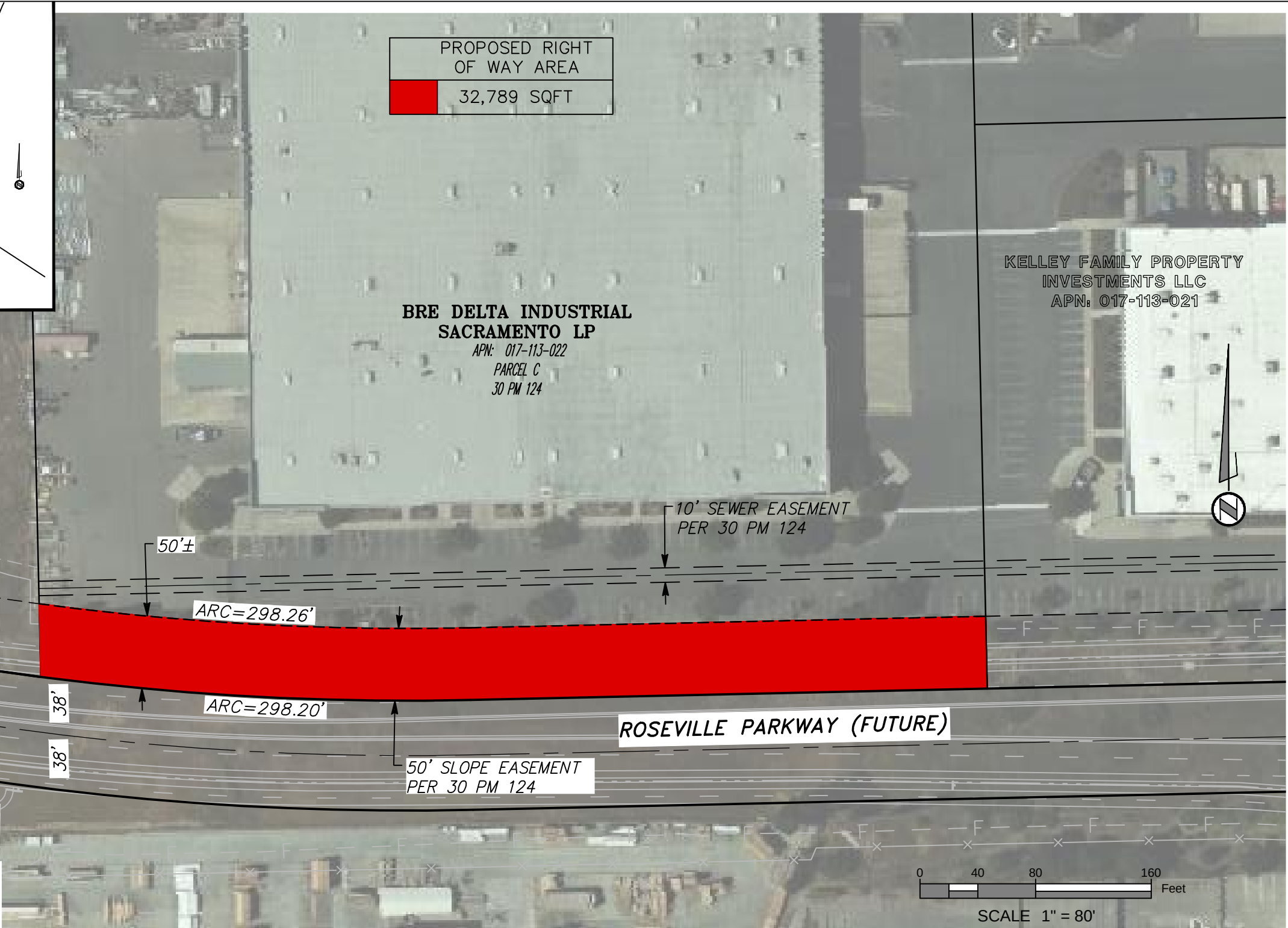
THIS PROPERTY OWNER EXHIBIT IS A COMMUNICATION TOOL TO PROVIDE THE AFFECTED PROPERTY OWNER AND RIGHT OF WAY PERSONNEL WITH THE GENERAL IMPACTS THE PROJECT MAY HAVE ON A PARTICULAR PROPERTY.

Scale: 1" = 80' Date March 2021 Drawn By AD Checked By SM	LEGEND — EXISTING RIGHT OF WAY LINE / PROPERTY BOUNDARY - - - EXISTING EASEMENT(S) ■ PROPOSED RIGHT OF WAY ARC ARC LENGTH SHOWN FOR ALL CURVES	ROSEVILLE PARKWAY EXTENSION PROPERTY OWNER EXHIBIT APN: 017-113-022	MARK THOMAS 701 UNIVERSITY AVE, SUITE 200 SACRAMENTO, CA 95825
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VICINITY MAP
NOT TO SCALE

JB CO. MANAGEMENT LP
APN: 017-113-023



DISCLAIMER

THIS PROPERTY OWNER EXHIBIT IS A COMMUNICATION TOOL TO PROVIDE THE AFFECTED PROPERTY OWNER AND RIGHT OF WAY PERSONNEL WITH THE GENERAL IMPACTS THE PROJECT MAY HAVE ON A PARTICULAR PROPERTY.

Scale: 1" = 80' Date March 2021 Drawn By AD Checked By SM	LEGEND — EXISTING RIGHT OF WAY LINE / PROPERTY BOUNDARY - - - EXISTING EASEMENT(S) ■ PROPOSED RIGHT OF WAY ARC ARC LENGTH SHOWN FOR ALL CURVES	ROSEVILLE PARKWAY EXTENSION PROPERTY OWNER EXHIBIT: APN: 017-113-022	MARK THOMAS 701 UNIVERSITY AVE, SUITE 200 SACRAMENTO, CA 95825
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COUNCIL COMMUNICATION

CC #: 2706

File #: 0900-04 & 0201-01

Title: Zero Emission Bus Depot Project - Budget Adjustment
Contact: Cameron Schreiter 916-746-1302 ctschreiter@roseville.ca.us

Meeting Date: 5/17/2023

Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council adopt an ordinance to approve a budget adjustment in the amount of \$31,566 appropriating interest earned on the Low Carbon Transit Operations Program (LCTOP) grant to the Zero Emission Bus Depot project.

BACKGROUND

Roseville Transit was awarded \$365,512 in LCTOP grant revenue and is using those funds to help pay for the Zero Emissions Bus (ZEB) Depot project. This grant revenue has earned interest in the amount of \$31,566 during the time it has been held by the City. Approval of this request would increase the ZEB Depot project revenue and expenditure budget by \$31,566.

This transfer complies with the usage of earned interest according to LCTOP guidelines.

FISCAL IMPACT

The recommended budget adjustment will increase the overall ZEB Depot project budget by the interest earned on the grant by \$31,566, from \$4,906,000 to \$4,937,566. This budget adjustment will have no impact on the General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Cameron Schreiter, Transportation Grants Analyst

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6653

Budget Adjustment

ORDINANCE NO. 6653

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for the Zero Emission Bus Depot 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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE:	Ed Scofield, Alt. Transportation Manager	FISCAL YEAR:	2022-23
PREPARER NAME & TITLE:	Cameron Schreiter, Transportation Grants Analyst	COUNCIL DATE (if applicable):	5/3/2023
DEPARTMENT/DIVISION:	PW - Alternative Transportation	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6511	6587	84001	500305	31,566	Increase expenditure budget for construction of charging depot - Low Carbon Transit Operations Program Grant (LCTOP)
TOTAL				31,566	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6511	4410	84001	500305	31,566	Increase Low Carbon Transit Operations Program (LCTOP) Grant revenue budget (interest thru 12/31/22)
TOTAL				31,566	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

This Budget Adjustment is requested to increase funding for 500305 - Zero Emission Bus (ZEB) Depot Project for earned interest. This budget adjustment complies with the usage of Earned Interest according to Low Carbon Transit Operations Grant Program (LCTOP) guidelines. The current project budget is \$4,906,000; the revised project budget will be \$4,937,566.

REQUIRED APPROVALS:			
REQUESTING DEPARTMENT HEAD / DESIGNEE		BUDGET MANAGER / DESIGNEE	
DATE		DATE	
CHIEF FINANCIAL OFFICER / DESIGNEE		CITY MANAGER / DESIGNEE	
DATE		DATE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2704
File #: 0600-01

Title: International Brotherhood of Electrical Workers, Local 1245 - Implementation of Labor Market Salary Adjustments
Contact: Linda Hampton 916-774-5215 lhampton@roseville.ca

Meeting Date: 5/17/2023
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve the International Brotherhood of Electrical Workers, Local 1245, A & B salary schedules (Appendix D) reflecting labor market adjustments or a minimum of a 2% general wage increase effective May 6, 2023.

BACKGROUND

The City's goal has been to ensure it is competitive in the marketplace on recruitment and retention among comparable agencies while remaining fiscally responsible. As a service organization, labor is the City's most significant expense, and the City has taken steps to control costs in this area. In the past eight years, the City has implemented policies to slow payroll growth, reduce retirement benefits, set total compensation (salaries and benefits packages) at the 55th percentile in the labor market (except for the Electric Department positions), and control pension costs by transferring the responsibility to employees to fund 100 percent of the employee's share of pension costs. During the time the City was implementing these cost-control measures, services expanded to meet the needs of our growing population, yet staffing was reduced by nearly 40 percent per capita from FY2007-08 to FY2022-23. Maintaining the quality of services along with the integrity of the City's more than \$4 billion worth of infrastructure requires balancing our ability to attract and retain a high-performing workforce while living within our means. To this end, the City has strived during the last round of bargaining to recognize the exceptional efforts of City staff through the COVID pandemic by providing outstanding service to the community which has been substantiated by the recent community surveys. Ultimately, the City's compensation philosophy seeks to compare its total compensation with jurisdictions that are similar in size, services, and geographical location to remain competitive and retain our talented City employees who have produced high service levels affirmed by the community.

The current International Brotherhood of Electrical Workers, Local 1245, (IBEW) Memorandum of Understanding (MOU), which expires on April 30, 2026, has provisions for labor market adjustments in May 2023. Based on these agreed-upon terms, the City engaged an independent classification and compensation consultant to conduct a comprehensive total compensation study

using comparator jurisdictions. The IBEW MOU provisions required the same salary, benefit elements, and methodology that was used in the 2021 Total Compensation Study, with resulting labor market adjustments implemented the first full pay period in May 2023.

Staff conducted the meet and confer process with IBEW regarding the accuracy of the market total compensation data. Labor market adjustments were identified only where the classification benchmark total compensation is behind the labor market 55th percentile for Environmental Utilities and Public Works department classifications and behind the labor market 75th percentile for Electric department classifications. The percentages identified in the table below represents the percentage added to the classification salary range in the attached updated salary schedules. The average percent increase for IBEW is 3.51%.

The salary schedule updates for IBEW include the following labor market adjustments:

Job Title	Schedule B	Schedule A
Electric Apprentice Line Technician	10.89%	10.89%
Electric Apprentice Metering System Technician	2.96%	2.96%
Electric Apprentice Substation Technician	7.45%	7.45%
Electric Drafting Technician I	6.54%	6.54%
Electric Drafting Technician II	6.54%	6.54%
Electric Engineering Technician I	2.00%	2.00%
Electric Engineering Technician II	2.00%	2.00%
Electric Line Technician	10.89%	10.89%
Electric Line Troubleshooter	10.90%	10.90%
Electric Materials Technician I	10.89%	10.89%
Electric Materials Technician II	10.89%	10.89%
Electric Metering System Technician	2.96%	2.96%
Electric Pre-Apprentice	10.89%	10.89%
Electric Preventive Data System Technician	10.89%	10.89%
Electric Substation Technician	7.45%	7.45%
Electric System Dispatcher	10.90%	10.90%
Electric Technology System Technician	2.02%	2.02%
Electric Utility Inspection Technician	10.90%	10.90%
Electronics Technician I	5.91%	3.03%
Electronics Technician II	5.91%	3.03%
Electronics Technician III	5.91%	3.03%
Environmental Utilities Instrument and Control Technician I	5.91%	3.03%
Environmental Utilities Instrument and Control Technician II	5.91%	3.03%
Generation Maintenance Scheduler-Coordinator	2.02%	2.02%
Instrument and Control Technician	2.02%	2.02%
Materials Technician	4.52%	4.52%
Plant and Equipment Maintenance Worker I	4.52%	4.52%

Plant and Equipment Maintenance Worker II	4.52%	4.52%
Plant and Equipment Mechanic I	4.52%	4.52%
Plant and Equipment Mechanic II	4.51%	4.51%
Power Engineer I	5.62%	5.62%
Power Engineer II	5.62%	5.62%
Power Plant Engineer I	5.62%	5.62%
Power Plant Engineer II	5.62%	5.62%
Power Plant Mechanic	2.02%	2.02%
Power Plant Operator Technician I	2.02%	2.02%
Power Plant Operator Technician II	2.02%	2.02%
Predictive Maintenance Technician I	5.91%	3.03%
Predictive Maintenance Technician II	5.91%	3.03%
Preventative Maintenance Coordinator	4.52%	4.52%
Preventative Maintenance Technician I	5.91%	5.91%
Preventative Maintenance Technician II	5.91%	5.91%
SCADA System Technician	5.91%	3.03%
Senior Electric Line Technician	10.90%	10.90%
Senior Electric Materials Technician	10.89%	10.89%
Senior Electric Metering Systems Technician	2.96%	2.96%
Senior Electric Substation Technician	7.44%	7.44%
Senior Electric System Dispatcher	10.90%	10.90%
Senior Electronic Technician	5.91%	3.03%
Senior Plant and Equipment Mechanic	4.52%	4.52%
Senior Power Plant Operator Technician	2.02%	2.02%
Senior Preventative Maintenance Technician	5.91%	2.79%
Senior SCADA System Technician	5.91%	3.03%
Senior Wastewater Utility Maintenance Worker	5.52%	5.52%
Senior Water Distribution Worker	5.52%	5.52%
Traffic Signal Maintenance Worker I	5.52%	5.52%
Traffic Signal Maintenance Worker II	5.52%	5.52%
Wastewater Utility Maintenance Worker I	5.52%	5.52%
Wastewater Utility Maintenance Worker II	5.52%	5.52%
Water Conservation Specialist	5.52%	5.52%
Water Conservation Worker I	5.52%	5.52%
Water Conservation Worker II	5.52%	5.52%
Water Distribution Worker I	5.52%	5.52%
Water Distribution Worker II	5.52%	5.52%

FISCAL IMPACT

The estimated total cost of the recommended salary adjustments is \$129,668 for the remainder of FY2022-23 and \$778,006 annually ongoing. The following table provides a summary of costs by fund.

Fund	Remainder of FY2022- 23	Annual Ongoing
Electric	\$53,204	\$319,227
Water Operations	\$29,002	\$174,011
Wastewater Operations	\$47,461	\$284,768
Total	\$129,668	\$778,006

All three of the funds impacted by the recommended position adjustments have available resources to fund the cost for the remainder of FY2022-23. The ongoing cost will be incorporated into the proposed FY2023-24 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 proposed salary changes meet the above criteria and are not subject to CEQA. No additional environmental review is required.

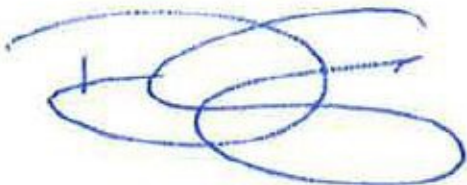
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6652

2023-05-06 IBEW Salary Schedule A

2023-05-06 IBEW Salary Schedule B

ORDINANCE NO. 6652

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
ORDINANCE 6630, THE SALARY ORDINANCE FOR PERSONNEL REPRESENTED BY
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245, AS
AMENDED BY APPENDIX "D" TO BE EFFECTIVE
MAY 6, 2023, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance 6630, the Salary Ordinances for personnel represented by the International Brotherhood of Electrical Workers, Local 1245, for salary schedules A and B, is hereby amended to reflect labor market adjustments or a minimum of 2% general wage increase.

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective May 6, 2023 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 May 6, 2023. 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: COUNCILMEMERS

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:D
Effective Date:05/06/2023

**IBEW International Brotherhood of
Electrical Workers**

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0150A	Electric Apprentice Line Technician-A	Step A	58.1658	4653.26	10082.07	120984.86
		Step B	62.6401	5011.21	10857.62	130291.41
		Step C	67.1144	5369.15	11633.16	139597.95
		Step D	71.5887	5727.10	12408.71	148904.50
		Step E	76.0630	6085.04	13184.25	158211.04
		Step F	80.5373	6442.98	13959.80	167517.58
1086A	Electric Apprentice Metering System Technician-A	Step A	50.7069	4056.55	8789.20	105470.35
		Step B	54.6074	4368.59	9465.28	113583.39
		Step C	58.5079	4680.63	10141.37	121696.43
		Step D	62.4085	4992.68	10817.47	129809.68
		Step E	66.3090	5304.72	11493.56	137922.72
		Step F	70.2096	5616.77	12169.66	146035.97



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1084A	Electric Apprentice Substation Technician-A	Step A	45.9361	3674.89	7962.26	95547.09
		Step B	50.1120	4008.96	8686.08	104232.96
		Step C	54.2880	4343.04	9409.92	112919.04
		Step D	58.4640	4677.12	10133.76	121605.12
		Step E	62.6400	5011.20	10857.60	130291.20
		Step F	66.8161	5345.29	11581.46	138977.49
		Step G	70.9920	5679.36	12305.28	147663.36
		Step H	75.1680	6013.44	13029.12	156349.44
2328A	Electric Drafting Technician I-A	Step A	36.6141	2929.13	6346.44	76157.33
		Step B	38.4447	3075.58	6663.75	79964.98
		Step C	40.3670	3229.36	6996.95	83963.36
		Step D	42.3853	3390.82	7346.79	88161.42
		Step E	44.5046	3560.37	7714.13	92569.57
		Step F	46.7298	3738.38	8099.83	97197.98
		Step G	49.0664	3925.31	8504.84	102058.11
		Step H	51.5198	4121.58	8930.10	107161.18



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2330A	Electric Drafting Technician II-A	Step A	40.2743	3221.94	6980.88	83770.54
		Step B	42.2881	3383.05	7329.94	87959.25
		Step C	44.4025	3552.20	7696.43	92357.20
		Step D	46.6224	3729.79	8081.22	96974.59
		Step E	48.9537	3916.30	8485.31	101823.70
		Step F	51.4015	4112.12	8909.59	106915.12
		Step G	53.9716	4317.73	9355.08	112260.93
		Step H	56.6700	4533.60	9822.80	117873.60
2340A	Electric Engineering Technician I-A	Step A	45.2130	3617.04	7836.92	94043.04
		Step B	47.4737	3797.90	8228.77	98745.30
		Step C	49.8475	3987.80	8640.23	103682.80
		Step D	52.3398	4187.18	9072.23	108866.78
		Step E	54.9567	4396.54	9525.83	114309.94
		Step F	57.7046	4616.37	10002.13	120025.57
		Step G	60.5897	4847.18	10502.21	126026.58
		Step H	63.6192	5089.54	11027.33	132327.94



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2345A	Electric Engineering Technician II-A	Step A	49.7342	3978.74	8620.59	103447.14
		Step B	52.2210	4177.68	9051.64	108619.68
		Step C	54.8321	4386.57	9504.23	114050.77
		Step D	57.5736	4605.89	9979.42	119753.09
		Step E	60.4523	4836.18	10478.40	125740.78
		Step F	63.4750	5078.00	11002.33	132028.00
		Step G	66.6486	5331.89	11552.42	138629.09
		Step H	69.9812	5598.50	12130.07	145560.90
2285A	Electric Line Technician-A	Step A	89.4859	7158.87	15510.89	186130.67
2286A	Electric Line Troubleshooter-A	Step A	68.3699	5469.59	11850.78	142209.39
		Step B	71.7850	5742.80	12442.73	149312.80
		Step C	75.3743	6029.94	13064.88	156778.54
		Step D	79.1430	6331.44	13718.12	164617.44
		Step E	83.1001	6648.01	14404.02	172848.21
		Step F	87.2551	6980.41	15124.22	181490.61
		Step G	91.6179	7329.43	15880.44	190565.23
		Step H	96.1988	7695.90	16674.46	200093.50



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2210A	Electric Materials Technician I-A	Step A	37.2022	2976.18	6448.38	77380.58
		Step B	39.0622	3124.98	6770.78	81249.38
		Step C	41.0153	3281.22	7109.32	85311.82
		Step D	43.0660	3445.28	7464.77	89577.28
		Step E	45.2195	3617.56	7838.05	94056.56
		Step F	47.4802	3798.42	8229.90	98758.82
		Step G	49.8544	3988.35	8641.43	103697.15
		Step H	52.3471	4187.77	9073.50	108881.97
2212A	Electric Materials Technician II-A	Step A	40.9222	3273.78	7093.18	85118.18
		Step B	42.9684	3437.47	7447.86	89374.27
		Step C	45.1169	3609.35	7820.26	93843.15
		Step D	47.3727	3789.82	8211.27	98535.22
		Step E	49.7413	3979.30	8621.83	103461.90
		Step F	52.2283	4178.26	9052.91	108634.86
		Step G	54.8398	4387.18	9505.57	114066.78
		Step H	57.5817	4606.54	9980.83	119769.94
1085A	Electric Metering System Technician-A	Step A	78.0106	6240.85	13521.84	162262.05



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2421A	Electric Pre-Apprentice-A	Step A	37.8078	3024.62	6553.35	78640.22
		Step B	40.7160	3257.28	7057.44	84689.28
		Step C	43.6243	3489.94	7561.55	90738.54
		Step D	46.5327	3722.62	8065.67	96788.02
		Step E	49.4410	3955.28	8569.77	102837.28
		Step F	52.3493	4187.94	9073.88	108886.54
2254A	Electric Preventive Data System Technician-A	Step A	33.8201	2705.61	5862.15	70345.81
		Step B	35.5111	2840.89	6155.26	73863.09
		Step C	37.2865	2982.92	6462.99	77555.92
		Step D	39.1509	3132.07	6786.16	81433.87
		Step E	41.1084	3288.67	7125.46	85505.47
		Step F	43.1638	3453.10	7481.73	89780.70
		Step G	45.3221	3625.77	7855.83	94269.97
		Step H	47.5882	3807.06	8248.62	98983.46
1083A	Electric Substation Technician-A	Step A	83.5200	6681.60	14476.80	173721.60



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2350A	Electric System Dispatcher-A	Step A	69.9573	5596.58	12125.93	145511.18
		Step B	73.4551	5876.41	12732.22	152786.61
		Step C	77.1278	6170.22	13368.82	160425.82
		Step D	80.9843	6478.74	14037.28	168447.34
		Step E	85.0335	6802.68	14739.14	176869.68
		Step F	89.2853	7142.82	15476.12	185713.42
		Step G	93.7495	7499.96	16249.91	194998.96
		Step H	98.4368	7874.94	17062.38	204748.54
2359A	Electric Technology System Technician-A	Step A	52.9098	4232.78	9171.03	110052.38
		Step B	55.5553	4444.42	9629.59	115555.02
		Step C	58.3331	4666.65	10111.07	121332.85
		Step D	61.2495	4899.96	10616.58	127398.96
		Step E	64.3121	5144.97	11147.43	133769.17
		Step F	67.5278	5402.22	11704.82	140457.82
		Step G	70.9041	5672.33	12290.04	147480.53
		Step H	74.4492	5955.94	12904.53	154854.34



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9250A	Electric Utility Inspection Technician-A	Step A	57.8158	4625.26	10021.41	120256.86
		Step B	60.7065	4856.52	10522.46	126269.52
		Step C	63.7419	5099.35	11048.60	132583.15
		Step D	66.9290	5354.32	11601.03	139212.32
		Step E	70.2756	5622.05	12181.10	146173.25
		Step F	73.7893	5903.14	12790.15	153481.74
		Step G	77.4788	6198.30	13429.66	161155.90
		Step H	81.3527	6508.22	14101.13	169213.62
2380A	Electronics Technician I-A	Step A	36.2425	2899.40	6282.03	75384.40
		Step B	38.0546	3044.37	6596.13	79153.57
		Step C	39.9574	3196.59	6925.95	83111.39
		Step D	41.9554	3356.43	7272.27	87267.23
		Step E	44.0531	3524.25	7635.87	91630.45
		Step F	46.2557	3700.46	8017.65	96211.86
		Step G	48.5684	3885.47	8418.52	101022.27
		Step H	50.9969	4079.75	8839.46	106073.55



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2385A	Electronics Technician II-A	Step A	39.8666	3189.33	6910.21	82922.53
		Step B	41.8600	3348.80	7255.73	87068.80
		Step C	43.9530	3516.24	7618.52	91422.24
		Step D	46.1506	3692.05	7999.44	95993.25
		Step E	48.4582	3876.66	8399.42	100793.06
		Step F	50.8811	4070.49	8819.39	105832.69
		Step G	53.4251	4274.01	9260.35	111124.21
		Step H	56.0964	4487.71	9723.38	116680.51
1120A	Electronics Technician III-A	Step A	43.8534	3508.27	7601.26	91215.07
		Step B	46.0461	3683.69	7981.32	95775.89
		Step C	48.3484	3867.87	8380.39	100564.67
		Step D	50.7658	4061.26	8799.41	105592.86
		Step E	53.3040	4264.32	9239.36	110872.32
		Step F	55.9692	4477.54	9701.33	116415.94
		Step G	58.7677	4701.42	10186.40	122236.82
		Step H	61.7061	4936.49	10695.72	128348.69



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1037A	Environmental Utilities Instrument and Control Technician I - A	Step A	36.2425	2899.40	6282.03	75384.40
		Step B	38.0546	3044.37	6596.13	79153.57
		Step C	39.9574	3196.59	6925.95	83111.39
		Step D	41.9554	3356.43	7272.27	87267.23
		Step E	44.0531	3524.25	7635.87	91630.45
		Step F	46.2557	3700.46	8017.65	96211.86
		Step G	48.5684	3885.47	8418.52	101022.27
		Step H	50.9969	4079.75	8839.46	106073.55
1038A	Environmental Utilities Instrument and Control Technician II - A	Step A	39.8666	3189.33	6910.21	82922.53
		Step B	41.8600	3348.80	7255.73	87068.80
		Step C	43.9530	3516.24	7618.52	91422.24
		Step D	46.1506	3692.05	7999.44	95993.25
		Step E	48.4582	3876.66	8399.42	100793.06
		Step F	50.8811	4070.49	8819.39	105832.69
		Step G	53.4251	4274.01	9260.35	111124.21
		Step H	56.0964	4487.71	9723.38	116680.51



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1082A	Generation Maintenance Scheduler-Coordinator-A	Step A	61.1077	4888.62	10592.00	127104.02
		Step B	64.1631	5133.05	11121.60	133459.25
		Step C	67.3713	5389.70	11677.69	140132.30
		Step D	70.7397	5659.18	12261.55	147138.58
		Step E	74.2769	5942.15	12874.66	154495.95
		Step F	77.9907	6239.26	13518.39	162220.66
		Step G	81.8902	6551.22	14194.30	170331.62
		Step H	85.9848	6878.78	14904.03	178848.38
3608A	Instrument and Control Technician-A	Step A	55.5512	4444.10	9628.87	115546.50
		Step B	58.3288	4666.30	10110.33	121323.90
		Step C	61.2453	4899.62	10615.85	127390.22
		Step D	64.3076	5144.61	11146.65	133759.81
		Step E	67.5230	5401.84	11703.99	140447.84
		Step F	70.8991	5671.93	12289.18	147470.13
		Step G	74.4440	5955.52	12903.63	154843.52
		Step H	78.1663	6253.30	13548.83	162585.90



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4520A	Materials Technician-A	Step A	35.8451	2867.61	6213.15	74557.81
		Step B	37.6372	3010.98	6523.78	78285.38
		Step C	39.5192	3161.54	6849.99	82199.94
		Step D	41.4953	3319.62	7192.52	86310.22
		Step E	43.5699	3485.59	7552.12	90625.39
		Step F	45.7484	3659.87	7929.72	95156.67
		Step G	48.0358	3842.86	8326.21	99914.46
		Step H	50.4376	4035.01	8742.52	104910.21
5316A	Plant and Equipment Maintenance Worker I-A	Step A	24.4827	1958.62	4243.67	50924.02
		Step B	25.7069	2056.55	4455.86	53470.35
		Step C	26.9921	2159.37	4678.63	56143.57
		Step D	28.3420	2267.36	4912.61	58951.36
		Step E	29.7588	2380.70	5158.19	61898.30
		Step F	31.2468	2499.74	5416.11	64993.34
		Step G	32.8091	2624.73	5686.91	68242.93
		Step H	34.4496	2755.97	5971.26	71655.17



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5319A	Plant and Equipment Maintenance Worker II-A	Step A	26.9308	2154.46	4668.01	56016.06
		Step B	28.2775	2262.20	4901.43	58817.20
		Step C	29.6914	2375.31	5146.51	61758.11
		Step D	31.1759	2494.07	5403.82	64845.87
		Step E	32.7347	2618.78	5674.01	68088.18
		Step F	34.3714	2749.71	5957.71	71492.51
		Step G	36.0900	2887.20	6255.60	75067.20
		Step H	37.8946	3031.57	6568.40	78820.77
5327A	Plant and Equipment Mechanic I-A	Step A	29.6242	2369.94	5134.86	61618.34
		Step B	31.1053	2488.42	5391.59	64699.02
		Step C	32.6605	2612.84	5661.15	67933.84
		Step D	34.2935	2743.48	5944.21	71330.48
		Step E	36.0082	2880.66	6241.42	74897.06
		Step F	37.8085	3024.68	6553.47	78641.68
		Step G	39.6990	3175.92	6881.16	82573.92
		Step H	41.6840	3334.72	7225.23	86702.72



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5328A	Plant and Equipment Mechanic II-A	Step A	32.5859	2606.87	5648.22	67778.67
		Step B	34.2151	2737.21	5930.62	71167.41
		Step C	35.9259	2874.07	6227.16	74725.87
		Step D	37.7223	3017.78	6538.53	78462.38
		Step E	39.6083	3168.66	6865.44	82385.26
		Step F	41.5888	3327.10	7208.73	86504.70
		Step G	43.6681	3493.45	7569.14	90829.65
		Step H	45.8516	3668.13	7947.61	95371.33
5595A	Power Engineer I-A	Step A	51.9998	4159.98	9013.30	108159.58
		Step B	54.5997	4367.98	9463.95	113567.38
		Step C	57.3297	4586.38	9937.15	119245.78
		Step D	60.1961	4815.69	10433.99	125207.89
		Step E	63.2060	5056.48	10955.71	131468.48
		Step F	66.3664	5309.31	11503.51	138042.11
		Step G	69.6847	5574.78	12078.68	144944.18
		Step H	73.1690	5853.52	12682.63	152191.52



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5596A	Power Engineer II-A	Step A	57.2013	4576.10	9914.89	118978.70
		Step B	60.0614	4804.91	10410.64	124927.71
		Step C	63.0645	5045.16	10931.18	131174.16
		Step D	66.2177	5297.42	11477.73	137732.82
		Step E	69.5286	5562.29	12051.62	144619.49
		Step F	73.0051	5840.41	12654.22	151850.61
		Step G	76.6553	6132.42	13286.92	159443.02
		Step H	80.4879	6439.03	13951.24	167414.83
5590A	Power Plant Engineer I-A	Step A	51.9998	4159.98	9013.30	108159.58
		Step B	54.5997	4367.98	9463.95	113567.38
		Step C	57.3297	4586.38	9937.15	119245.78
		Step D	60.1961	4815.69	10433.99	125207.89
		Step E	63.2060	5056.48	10955.71	131468.48
		Step F	66.3664	5309.31	11503.51	138042.11
		Step G	69.6847	5574.78	12078.68	144944.18
		Step H	73.1690	5853.52	12682.63	152191.52



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5591A	Power Plant Engineer II-A	Step A	57.1998	4575.98	9914.63	118975.58
		Step B	60.0599	4804.79	10410.38	124924.59
		Step C	63.0629	5045.03	10930.90	131170.83
		Step D	66.2159	5297.27	11477.42	137729.07
		Step E	69.5267	5562.14	12051.29	144615.54
		Step F	73.0031	5840.25	12653.87	151846.45
		Step G	76.6532	6132.26	13286.55	159438.66
		Step H	80.4859	6438.87	13950.89	167410.67
5526A	Power Plant Mechanic-A	Step A	50.5048	4040.38	8754.17	105049.98
		Step B	53.0301	4242.41	9191.88	110302.61
		Step C	55.6816	4454.53	9651.48	115817.73
		Step D	58.4656	4677.25	10134.04	121608.45
		Step E	61.3889	4911.11	10640.74	127688.91
		Step F	64.4582	5156.66	11172.75	134073.06
		Step G	67.6812	5414.50	11731.41	140776.90
		Step H	71.0653	5685.22	12317.99	147815.82



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5522A	Power Plant Operator Technician I-A	Step A	48.0997	3847.98	8337.28	100047.38
		Step B	50.5048	4040.38	8754.17	105049.98
		Step C	53.0299	4242.39	9191.85	110302.19
		Step D	55.6815	4454.52	9651.46	115817.52
		Step E	58.4654	4677.23	10134.00	121608.03
		Step F	61.3888	4911.10	10640.73	127688.70
		Step G	64.4582	5156.66	11172.75	134073.06
		Step H	67.6812	5414.50	11731.41	140776.90
5523A	Power Plant Operator Technician II-A	Step A	52.9098	4232.78	9171.03	110052.38
		Step B	55.5553	4444.42	9629.59	115555.02
		Step C	58.3331	4666.65	10111.07	121332.85
		Step D	61.2495	4899.96	10616.58	127398.96
		Step E	64.3121	5144.97	11147.43	133769.17
		Step F	67.5278	5402.22	11704.82	140457.82
		Step G	70.9042	5672.34	12290.06	147480.74
		Step H	74.4492	5955.94	12904.53	154854.34



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5401A	Predictive Maintenance Technician I-A	Step A	36.2425	2899.40	6282.03	75384.40
		Step B	38.0546	3044.37	6596.13	79153.57
		Step C	39.9574	3196.59	6925.95	83111.39
		Step D	41.9554	3356.43	7272.27	87267.23
		Step E	44.0531	3524.25	7635.87	91630.45
		Step F	46.2557	3700.46	8017.65	96211.86
		Step G	48.5684	3885.47	8418.52	101022.27
		Step H	50.9969	4079.75	8839.46	106073.55
5402A	Predictive Maintenance Technician II-A	Step A	39.8666	3189.33	6910.21	82922.53
		Step B	41.8600	3348.80	7255.73	87068.80
		Step C	43.9530	3516.24	7618.52	91422.24
		Step D	46.1506	3692.05	7999.44	95993.25
		Step E	48.4582	3876.66	8399.42	100793.06
		Step F	50.8811	4070.49	8819.39	105832.69
		Step G	53.4251	4274.01	9260.35	111124.21
		Step H	56.0964	4487.71	9723.38	116680.51



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5533A	Preventative Maintenance Coordinator-A	Step A	39.4293	3154.34	6834.41	82012.94
		Step B	41.4009	3312.07	7176.16	86113.87
		Step C	43.4709	3477.67	7534.96	90419.47
		Step D	45.6444	3651.55	7911.70	94940.35
		Step E	47.9267	3834.14	8307.29	99687.54
		Step F	50.3230	4025.84	8722.65	104671.84
		Step G	52.8391	4227.13	9158.78	109905.33
		Step H	55.4811	4438.49	9616.72	115400.69
5500A	Preventative Maintenance Technician I-A	Step A	32.9457	2635.66	5710.59	68527.06
		Step B	34.5931	2767.45	5996.14	71953.65
		Step C	36.3227	2905.82	6295.93	75551.22
		Step D	38.1388	3051.10	6610.73	79328.70
		Step E	40.0457	3203.66	6941.25	83295.06
		Step F	42.0481	3363.85	7288.34	87460.05
		Step G	44.1505	3532.04	7652.75	91833.04
		Step H	46.3581	3708.65	8035.40	96424.85



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5502A	Preventative Maintenance Technician II-A	Step A	36.2403	2899.22	6281.65	75379.82
		Step B	38.0524	3044.19	6595.75	79148.99
		Step C	39.9551	3196.41	6925.55	83106.61
		Step D	41.9528	3356.22	7271.82	87261.82
		Step E	44.0504	3524.03	7635.40	91624.83
		Step F	46.2529	3700.23	8017.17	96206.03
		Step G	48.5656	3885.25	8418.04	101016.45
		Step H	50.9939	4079.51	8838.94	106067.31
7020A	SCADA System Technician-A	Step A	39.8666	3189.33	6910.21	82922.53
		Step B	41.8600	3348.80	7255.73	87068.80
		Step C	43.9530	3516.24	7618.52	91422.24
		Step D	46.1506	3692.05	7999.44	95993.25
		Step E	48.4582	3876.66	8399.42	100793.06
		Step F	50.8811	4070.49	8819.39	105832.69
		Step G	53.4251	4274.01	9260.35	111124.21
		Step H	56.0964	4487.71	9723.38	116680.51



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7118A	Senior Electric Line Technician-A	Step A	69.9573	5596.58	12125.93	145511.18
		Step B	73.4551	5876.41	12732.22	152786.61
		Step C	77.1278	6170.22	13368.82	160425.82
		Step D	80.9843	6478.74	14037.28	168447.34
		Step E	85.0335	6802.68	14739.14	176869.68
		Step F	89.2853	7142.82	15476.12	185713.42
		Step G	93.7495	7499.96	16249.91	194998.96
		Step H	98.4368	7874.94	17062.38	204748.54
7169A	Senior Electric Materials Technician-A	Step A	45.0146	3601.17	7802.53	93630.37
		Step B	47.2652	3781.22	8192.63	98311.62
		Step C	49.6285	3970.28	8602.27	103227.28
		Step D	52.1099	4168.79	9032.38	108388.59
		Step E	54.7155	4377.24	9484.02	113808.24
		Step F	57.4511	4596.09	9958.19	119498.29
		Step G	60.3237	4825.90	10456.11	125473.30
		Step H	63.3399	5067.19	10978.92	131746.99



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1036A	Senior Electric Metering Systems Technician - A	Step A	60.9853	4878.82	10570.79	126849.42
		Step B	64.0346	5122.77	11099.33	133191.97
		Step C	67.2363	5378.90	11654.29	139851.50
		Step D	70.5981	5647.85	12237.00	146844.05
		Step E	74.1280	5930.24	12848.85	154186.24
		Step F	77.8345	6226.76	13491.31	161895.76
		Step G	81.7261	6538.09	14165.86	169990.29
		Step H	85.8125	6865.00	14874.17	178490.00
7126A	Senior Electric Substation Technician-A	Step A	65.2898	5223.18	11316.90	135802.78
		Step B	68.5545	5484.36	11882.78	142593.36
		Step C	71.9819	5758.55	12476.86	149722.35
		Step D	75.5812	6046.50	13100.74	157208.90
		Step E	79.3603	6348.82	13755.79	165069.42
		Step F	83.3282	6666.26	14443.55	173322.66
		Step G	87.4947	6999.58	15165.75	181988.98
		Step H	91.8694	7349.55	15924.03	191088.35



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7168A	Senior Electric System Dispatcher-A	Step A	76.9530	6156.24	13338.52	160062.24
		Step B	80.8006	6464.05	14005.44	168065.25
		Step C	84.8405	6787.24	14705.69	176468.24
		Step D	89.0826	7126.61	15440.98	185291.81
		Step E	93.5367	7482.94	16213.03	194556.34
		Step F	98.2135	7857.08	17023.67	204284.08
		Step G	103.1242	8249.94	17874.86	214498.34
		Step H	108.2804	8662.43	18768.60	225223.23
7170A	Senior Electronic Technician-A	Step A	48.2386	3859.09	8361.36	100336.29
		Step B	50.6506	4052.05	8779.44	105353.25
		Step C	53.1832	4254.66	9218.42	110621.06
		Step D	55.8424	4467.39	9679.35	116152.19
		Step E	58.6345	4690.76	10163.31	121959.76
		Step F	61.5662	4925.30	10671.47	128057.70
		Step G	64.6444	5171.55	11205.03	134460.35
		Step H	67.8767	5430.14	11765.29	141183.54



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:D
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7205A	Senior Plant and Equipment Mechanic-A	Step A	35.8451	2867.61	6213.15	74557.81
		Step B	37.6372	3010.98	6523.78	78285.38
		Step C	39.5192	3161.54	6849.99	82199.94
		Step D	41.4953	3319.62	7192.52	86310.22
		Step E	43.5699	3485.59	7552.12	90625.39
		Step F	45.7484	3659.87	7929.72	95156.67
		Step G	48.0358	3842.86	8326.21	99914.46
		Step H	50.4376	4035.01	8742.52	104910.21
7152A	Senior Power Plant Operator Technician-A	Step A	58.2006	4656.05	10088.10	121057.25
		Step B	61.1107	4888.86	10592.52	127110.26
		Step C	64.1662	5133.30	11122.14	133465.70
		Step D	67.3745	5389.96	11678.25	140138.96
		Step E	70.7432	5659.46	12262.15	147145.86
		Step F	74.2805	5942.44	12875.29	154503.44
		Step G	77.9945	6239.56	13519.05	162228.56
		Step H	81.8942	6551.54	14194.99	170339.94



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:D
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7284A	Senior Preventative Maintenance Technician-A	Step A	43.8502	3508.02	7600.70	91208.42
		Step B	46.0427	3683.42	7980.73	95768.82
		Step C	48.3449	3867.59	8379.78	100557.39
		Step D	50.7621	4060.97	8798.76	105585.17
		Step E	53.3002	4264.02	9238.70	110864.42
		Step F	55.9652	4477.22	9700.63	116407.62
		Step G	58.7635	4701.08	10185.67	122228.08
		Step H	61.7017	4936.14	10694.96	128339.54
9559A	Senior SCADA System Technician-A	Step A	43.8534	3508.27	7601.26	91215.07
		Step B	46.0461	3683.69	7981.32	95775.89
		Step C	48.3483	3867.86	8380.37	100564.46
		Step D	50.7657	4061.26	8799.39	105592.66
		Step E	53.3040	4264.32	9239.36	110872.32
		Step F	55.9693	4477.54	9701.35	116416.14
		Step G	58.7677	4701.42	10186.40	122236.82
		Step H	61.7060	4936.48	10695.71	128348.48



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Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:D
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7202A	Senior Wastewater Utility Maintenance Worker-A	Step A	31.5240	2521.92	5464.16	65569.92
		Step B	33.1003	2648.02	5737.39	68848.62
		Step C	34.7552	2780.42	6024.23	72290.82
		Step D	36.4930	2919.44	6325.45	75905.44
		Step E	38.3176	3065.41	6641.72	79700.61
		Step F	40.2334	3218.67	6973.79	83685.47
		Step G	42.2451	3379.61	7322.48	87869.81
		Step H	44.3574	3548.59	7688.62	92263.39
7204A	Senior Water Distribution Worker-A	Step A	31.5240	2521.92	5464.16	65569.92
		Step B	33.1003	2648.02	5737.39	68848.62
		Step C	34.7552	2780.42	6024.23	72290.82
		Step D	36.4930	2919.44	6325.45	75905.44
		Step E	38.3176	3065.41	6641.72	79700.61
		Step F	40.2334	3218.67	6973.79	83685.47
		Step G	42.2451	3379.61	7322.48	87869.81
		Step H	44.3574	3548.59	7688.62	92263.39



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:D
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2375A	Traffic Signal Maintenance Worker I-A	Step A	28.6580	2292.64	4967.39	59608.64
		Step B	30.0909	2407.27	5215.76	62589.07
		Step C	31.5954	2527.63	5476.54	65718.43
		Step D	33.1751	2654.01	5750.35	69004.21
		Step E	34.8339	2786.71	6037.88	72454.51
		Step F	36.5754	2926.03	6339.74	76076.83
		Step G	38.4044	3072.35	6656.76	79881.15
		Step H	40.3246	3225.97	6989.60	83875.17
2376A	Traffic Signal Maintenance Worker II-A	Step A	31.5237	2521.90	5464.11	65569.30
		Step B	33.1000	2648.00	5737.33	68848.00
		Step C	34.7549	2780.39	6024.18	72290.19
		Step D	36.4926	2919.41	6325.38	75904.61
		Step E	38.3173	3065.38	6641.67	79699.98
		Step F	40.2331	3218.65	6973.74	83684.85
		Step G	42.2447	3379.58	7322.41	87868.98
		Step H	44.3570	3548.56	7688.55	92262.56



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Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:D
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9027A	Wastewater Utility Maintenance Worker I-A	Step A	26.0534	2084.27	4515.92	54191.07
		Step B	27.3562	2188.50	4741.74	56900.90
		Step C	28.7240	2297.92	4978.83	59745.92
		Step D	30.1601	2412.81	5227.75	62733.01
		Step E	31.6682	2533.46	5489.15	65869.86
		Step F	33.2517	2660.14	5763.63	69163.54
		Step G	34.9141	2793.13	6051.78	72621.33
		Step H	36.6600	2932.80	6354.40	76252.80
9029A	Wastewater Utility Maintenance Worker II-A	Step A	28.6583	2292.66	4967.44	59609.26
		Step B	30.0912	2407.30	5215.81	62589.70
		Step C	31.5957	2527.66	5476.59	65719.06
		Step D	33.1754	2654.03	5750.40	69004.83
		Step E	34.8343	2786.74	6037.95	72455.34
		Step F	36.5759	2926.07	6339.82	76077.87
		Step G	38.4048	3072.38	6656.83	79881.98
		Step H	40.3250	3226.00	6989.67	83876.00



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Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:D
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**IBEW International Brotherhood of
Electrical Workers**

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9078A	Water Conservation Specialist-A	Step A	31.5240	2521.92	5464.16	65569.92
		Step B	33.1003	2648.02	5737.39	68848.62
		Step C	34.7552	2780.42	6024.23	72290.82
		Step D	36.4930	2919.44	6325.45	75905.44
		Step E	38.3176	3065.41	6641.72	79700.61
		Step F	40.2334	3218.67	6973.79	83685.47
		Step G	42.2451	3379.61	7322.48	87869.81
		Step H	44.3574	3548.59	7688.62	92263.39
9049A	Water Conservation Worker I-A	Step A	26.0534	2084.27	4515.92	54191.07
		Step B	27.3562	2188.50	4741.74	56900.90
		Step C	28.7240	2297.92	4978.83	59745.92
		Step D	30.1601	2412.81	5227.75	62733.01
		Step E	31.6682	2533.46	5489.15	65869.86
		Step F	33.2517	2660.14	5763.63	69163.54
		Step G	34.9141	2793.13	6051.78	72621.33
		Step H	36.6600	2932.80	6354.40	76252.80



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Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:D
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9051A	Water Conservation Worker II-A	Step A	28.6583	2292.66	4967.44	59609.26
		Step B	30.0912	2407.30	5215.81	62589.70
		Step C	31.5957	2527.66	5476.59	65719.06
		Step D	33.1754	2654.03	5750.40	69004.83
		Step E	34.8343	2786.74	6037.95	72455.34
		Step F	36.5759	2926.07	6339.82	76077.87
		Step G	38.4048	3072.38	6656.83	79881.98
		Step H	40.3250	3226.00	6989.67	83876.00
9246A	Water Distribution Worker I-A	Step A	26.0534	2084.27	4515.92	54191.07
		Step B	27.3562	2188.50	4741.74	56900.90
		Step C	28.7240	2297.92	4978.83	59745.92
		Step D	30.1601	2412.81	5227.75	62733.01
		Step E	31.6682	2533.46	5489.15	65869.86
		Step F	33.2517	2660.14	5763.63	69163.54
		Step G	34.9141	2793.13	6051.78	72621.33
		Step H	36.6600	2932.80	6354.40	76252.80



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:D
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IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9248A	Water Distribution Worker II-A	Step A	28.6583	2292.66	4967.44	59609.26
		Step B	30.0912	2407.30	5215.81	62589.70
		Step C	31.5957	2527.66	5476.59	65719.06
		Step D	33.1754	2654.03	5750.40	69004.83
		Step E	34.8343	2786.74	6037.95	72455.34
		Step F	36.5759	2926.07	6339.82	76077.87
		Step G	38.4048	3072.38	6656.83	79881.98
		Step H	40.3250	3226.00	6989.67	83876.00



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
Effective Date:05/06/2023

**IBEW International Brotherhood of
Electrical Workers**

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0150B	Electric Apprentice Line Technician-B	Step A	58.1658	4653.26	10082.07	120984.86
		Step B	62.6401	5011.21	10857.62	130291.41
		Step C	67.1144	5369.15	11633.16	139597.95
		Step D	71.5887	5727.10	12408.71	148904.50
		Step E	76.0630	6085.04	13184.25	158211.04
		Step F	80.5373	6442.98	13959.80	167517.58
1086B	Electric Apprentice Metering System Technician-B	Step A	50.7069	4056.55	8789.20	105470.35
		Step B	54.6074	4368.59	9465.28	113583.39
		Step C	58.5079	4680.63	10141.37	121696.43
		Step D	62.4085	4992.68	10817.47	129809.68
		Step E	66.3090	5304.72	11493.56	137922.72
		Step F	70.2096	5616.77	12169.66	146035.97



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
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IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1084B	Electric Apprentice Substation Technician-B	Step A	45.9361	3674.89	7962.26	95547.09
		Step B	50.1120	4008.96	8686.08	104232.96
		Step C	54.2880	4343.04	9409.92	112919.04
		Step D	58.4640	4677.12	10133.76	121605.12
		Step E	62.6400	5011.20	10857.60	130291.20
		Step F	66.8161	5345.29	11581.46	138977.49
		Step G	70.9920	5679.36	12305.28	147663.36
		Step H	75.1680	6013.44	13029.12	156349.44



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
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IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2328B	Electric Drafting Technician I-B	Step A	36.6141	2929.13	6346.44	76157.33
		Step B	38.3355	3066.84	6644.82	79737.84
		Step C	39.4855	3158.84	6844.15	82129.84
		Step D	40.6702	3253.62	7049.50	84594.02
		Step E	41.8902	3351.22	7260.97	87131.62
		Step F	43.1470	3451.76	7478.81	89745.76
		Step G	44.4413	3555.30	7703.16	92437.90
		Step H	45.7746	3661.97	7934.26	95211.17
		Step I	47.1479	3771.83	8172.30	98067.63
		Step J	48.5623	3884.98	8417.47	101009.58
		Step K	50.0191	4001.53	8669.98	104039.73
		Step L	51.5198	4121.58	8930.10	107161.18



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
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IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2330B	Electric Drafting Technician II-B	Step A	40.2743	3221.94	6980.88	83770.54
		Step B	42.1678	3373.42	7309.09	87709.02
		Step C	43.4328	3474.62	7528.35	90340.22
		Step D	44.7358	3578.86	7754.21	93050.46
		Step E	46.0779	3686.23	7986.84	95842.03
		Step F	47.4603	3796.82	8226.45	98717.42
		Step G	48.8841	3910.73	8473.24	101678.93
		Step H	50.3506	4028.05	8727.44	104729.25
		Step I	51.8611	4148.89	8989.26	107871.09
		Step J	53.4169	4273.35	9258.93	111107.15
		Step K	55.0195	4401.56	9536.71	114440.56
		Step L	56.6700	4533.60	9822.80	117873.60



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2340B	Electric Engineering Technician I-B	Step A	45.2130	3617.04	7836.92	94043.04
		Step B	47.3387	3787.10	8205.37	98464.50
		Step C	48.7589	3900.71	8451.54	101418.51
		Step D	50.2216	4017.73	8705.08	104460.93
		Step E	51.7283	4138.26	8966.24	107594.86
		Step F	53.2801	4262.41	9235.22	110822.61
		Step G	54.8786	4390.29	9512.29	114147.49
		Step H	56.5249	4521.99	9797.65	117571.79
		Step I	58.2207	4657.66	10091.59	121099.06
		Step J	59.9672	4797.38	10394.31	124731.78
		Step K	61.7663	4941.30	10706.16	128473.90
		Step L	63.6192	5089.54	11027.33	132327.94



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2345B	Electric Engineering Technician II-B	Step A	49.7342	3978.74	8620.59	103447.14
		Step B	52.0725	4165.80	9025.90	108310.80
		Step C	53.6348	4290.78	9296.70	111560.38
		Step D	55.2438	4419.50	9575.59	114907.10
		Step E	56.9011	4552.09	9862.86	118354.29
		Step F	58.6092	4688.74	10158.93	121907.14
		Step G	60.3664	4829.31	10463.51	125562.11
		Step H	62.1774	4974.19	10777.42	129328.99
		Step I	64.0427	5123.42	11100.73	133208.82
		Step J	65.9640	5277.12	11433.76	137205.12
		Step K	67.9429	5435.43	11776.77	141321.23
		Step L	69.9812	5598.50	12130.07	145560.90
2285B	Electric Line Technician-B	Step A	89.4859	7158.87	15510.89	186130.67



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2286B	Electric Line Troubleshooter-B	Step A	68.3663	5469.30	11850.16	142201.90
		Step B	71.5810	5726.48	12407.37	148888.48
		Step C	73.7283	5898.26	12779.57	153354.86
		Step D	75.9402	6075.22	13162.97	157955.62
		Step E	78.2184	6257.47	13557.86	162694.27
		Step F	80.5650	6445.20	13964.60	167575.20
		Step G	82.9819	6638.55	14383.53	172602.35
		Step H	85.4714	6837.71	14815.04	177780.51
		Step I	88.0355	7042.84	15259.49	183113.84
		Step J	90.6766	7254.13	15717.28	188607.33
		Step K	93.3969	7471.75	16188.80	194265.55
		Step L	96.1988	7695.90	16674.46	200093.50



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2210B	Electric Materials Technician I-B	Step A	37.2022	2976.18	6448.38	77380.58
		Step B	38.9511	3116.09	6751.52	81018.29
		Step C	40.1197	3209.58	6954.08	83448.98
		Step D	41.3233	3305.86	7162.71	85952.46
		Step E	42.5629	3405.03	7377.57	88530.83
		Step F	43.8398	3507.18	7598.90	91186.78
		Step G	45.1551	3612.41	7826.88	93922.61
		Step H	46.5097	3720.78	8061.68	96740.18
		Step I	47.9049	3832.39	8303.52	99642.19
		Step J	49.3422	3947.38	8552.65	102631.78
		Step K	50.8223	4065.78	8809.20	105710.38
		Step L	52.3471	4187.77	9073.50	108881.97



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2212B	Electric Materials Technician II-B	Step A	40.9222	3273.78	7093.18	85118.18
		Step B	42.8462	3427.70	7426.67	89120.10
		Step C	44.1317	3530.54	7649.49	91793.94
		Step D	45.4556	3636.45	7878.97	94547.65
		Step E	46.8193	3745.54	8115.35	97384.14
		Step F	48.2238	3857.90	8358.79	100305.50
		Step G	49.6705	3973.64	8609.55	103314.64
		Step H	51.1607	4092.86	8867.85	106414.26
		Step I	52.6955	4215.64	9133.89	109606.64
		Step J	54.2763	4342.10	9407.89	112894.70
		Step K	55.9046	4472.37	9690.13	116281.57
		Step L	57.5817	4606.54	9980.83	119769.94
1085B	Electric Metering System Technician-B	Step A	78.0106	6240.85	13521.84	162262.05



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2421B	Electric Pre-Apprentice-B	Step A	37.8078	3024.62	6553.35	78640.22
		Step B	40.7160	3257.28	7057.44	84689.28
		Step C	43.6243	3489.94	7561.55	90738.54
		Step D	46.5327	3722.62	8065.67	96788.02
		Step E	49.4410	3955.28	8569.77	102837.28
		Step F	52.3493	4187.94	9073.88	108886.54
2254B	Electric Preventive Data System Technician-B	Step A	33.8201	2705.61	5862.15	70345.81
		Step B	35.4101	2832.81	6137.75	73653.01
		Step C	36.4724	2917.79	6321.88	75862.59
		Step D	37.5665	3005.32	6511.53	78138.32
		Step E	38.6936	3095.49	6706.89	80482.69
		Step F	39.8544	3188.35	6908.10	82897.15
		Step G	41.0500	3284.00	7115.33	85384.00
		Step H	42.2815	3382.52	7328.79	87945.52
		Step I	43.5499	3483.99	7548.65	90583.79
		Step J	44.8564	3588.51	7775.11	93301.31
		Step K	46.2021	3696.17	8008.36	96100.37
		Step L	47.5882	3807.06	8248.62	98983.46



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1083B	Electric Substation Technician-B	Step A	83.5200	6681.60	14476.80	173721.60
2350B	Electric System Dispatcher-B	Step A	69.9573	5596.58	12125.93	145511.18
		Step B	73.2462	5859.70	12696.01	152352.10
		Step C	75.4436	6035.49	13076.89	156922.69
		Step D	77.7076	6216.61	13469.32	161631.81
		Step E	80.0381	6403.05	13873.27	166479.25
		Step F	82.4393	6595.14	14289.48	171473.74
		Step G	84.9125	6793.00	14718.17	176618.00
		Step H	87.4598	6996.78	15159.70	181916.38
		Step I	90.0836	7206.69	15614.49	187373.89
		Step J	92.7861	7422.89	16082.92	192995.09
		Step K	95.5697	7645.58	16565.41	198784.98
		Step L	98.4368	7874.94	17062.38	204748.54



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2359B	Electric Technology System Technician-B	Step A	52.9098	4232.78	9171.03	110052.38
		Step B	55.3973	4431.78	9602.20	115226.38
		Step C	57.0592	4564.74	9890.26	118683.14
		Step D	58.7710	4701.68	10186.97	122243.68
		Step E	60.5341	4842.73	10492.58	125910.93
		Step F	62.3500	4988.00	10807.33	129688.00
		Step G	64.2206	5137.65	11131.57	133578.85
		Step H	66.1472	5291.78	11465.51	137586.18
		Step I	68.1316	5450.53	11809.48	141713.73
		Step J	70.1796	5614.37	12164.46	145973.57
		Step K	72.2809	5782.47	12528.69	150344.27
		Step L	74.4492	5955.94	12904.53	154854.34



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9250B	Electric Utility Inspection Technician-B	Step A	57.8158	4625.26	10021.41	120256.86
		Step B	60.5340	4842.72	10492.56	125910.72
		Step C	62.3501	4988.01	10807.35	129688.21
		Step D	64.2205	5137.64	11131.55	133578.64
		Step E	66.1472	5291.78	11465.51	137586.18
		Step F	68.1315	5450.52	11809.46	141713.52
		Step G	70.1755	5614.04	12163.75	145965.04
		Step H	72.2807	5782.46	12528.65	150343.86
		Step I	74.4492	5955.94	12904.53	154854.34
		Step J	76.6827	6134.62	13291.67	159500.02
		Step K	78.9832	6318.66	13690.42	164285.06
		Step L	81.3527	6508.22	14101.13	169213.62



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2380B	Electronics Technician I-B	Step A	36.2408	2899.26	6281.74	75380.86
		Step B	37.9448	3035.58	6577.10	78925.18
		Step C	39.0831	3126.65	6774.40	81292.85
		Step D	40.2556	3220.45	6977.64	83731.65
		Step E	41.4632	3317.06	7186.95	86243.46
		Step F	42.7071	3416.57	7402.56	88830.77
		Step G	43.9883	3519.06	7624.64	91495.66
		Step H	45.3080	3624.64	7853.39	94240.64
		Step I	46.6672	3733.38	8088.98	97067.78
		Step J	48.0673	3845.38	8331.67	99979.98
		Step K	49.5093	3960.74	8581.61	102979.34
		Step L	50.9946	4079.57	8839.06	106068.77



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2385B	Electronics Technician II-B	Step A	39.8648	3189.18	6909.90	82918.78
		Step B	41.7392	3339.14	7234.79	86817.54
		Step C	42.9914	3439.31	7451.84	89422.11
		Step D	44.2812	3542.50	7675.41	92104.90
		Step E	45.6096	3648.77	7905.66	94867.97
		Step F	46.9779	3758.23	8142.84	97714.03
		Step G	48.3872	3870.98	8387.11	100645.38
		Step H	49.8388	3987.10	8638.73	103664.70
		Step I	51.3339	4106.71	8897.88	106774.51
		Step J	52.8740	4229.92	9164.83	109977.92
		Step K	54.4602	4356.82	9439.77	113277.22
		Step L	56.0941	4487.53	9722.98	116675.73



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1120B	Electronics Technician III-B	Step A	44.5759	3566.07	7726.49	92717.87
		Step B	45.9132	3673.06	7958.29	95499.46
		Step C	47.2906	3783.25	8197.04	98364.45
		Step D	48.7093	3896.74	8442.95	101315.34
		Step E	50.1705	4013.64	8696.22	104354.64
		Step F	51.6757	4134.06	8957.12	107485.46
		Step G	53.2259	4258.07	9225.82	110709.87
		Step H	54.8227	4385.82	9502.60	114031.22
		Step I	56.4674	4517.39	9787.68	117452.19
		Step J	58.1614	4652.91	10081.31	120975.71
		Step K	59.9063	4792.50	10383.76	124605.10
		Step L	61.7035	4936.28	10695.27	128343.28



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1037B	Environmental Utilities Instrument and Control Technician I - B	Step A	36.2408	2899.26	6281.74	75380.86
		Step B	37.9448	3035.58	6577.10	78925.18
		Step C	39.0831	3126.65	6774.40	81292.85
		Step D	40.2556	3220.45	6977.64	83731.65
		Step E	41.4632	3317.06	7186.95	86243.46
		Step F	42.7071	3416.57	7402.56	88830.77
		Step G	43.9883	3519.06	7624.64	91495.66
		Step H	45.3080	3624.64	7853.39	94240.64
		Step I	46.6672	3733.38	8088.98	97067.78
		Step J	48.0673	3845.38	8331.67	99979.98
		Step K	49.5093	3960.74	8581.61	102979.34
		Step L	50.9946	4079.57	8839.06	106068.77



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1038B	Environmental Utilities Instrument and Control Technician II - B	Step A	39.8648	3189.18	6909.90	82918.78
		Step B	41.7392	3339.14	7234.79	86817.54
		Step C	42.9914	3439.31	7451.84	89422.11
		Step D	44.2812	3542.50	7675.41	92104.90
		Step E	45.6096	3648.77	7905.66	94867.97
		Step F	46.9779	3758.23	8142.84	97714.03
		Step G	48.3872	3870.98	8387.11	100645.38
		Step H	49.8388	3987.10	8638.73	103664.70
		Step I	51.3339	4106.71	8897.88	106774.51
		Step J	52.8740	4229.92	9164.83	109977.92
		Step K	54.4602	4356.82	9439.77	113277.22
		Step L	56.0941	4487.53	9722.98	116675.73



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1082B	Generation Maintenance Scheduler- Coordinator-B	Step A	61.1077	4888.62	10592.00	127104.02
		Step B	63.9807	5118.46	11089.99	133079.86
		Step C	65.9002	5272.02	11422.70	137072.42
		Step D	67.8772	5430.18	11765.38	141184.58
		Step E	69.9135	5593.08	12118.34	145420.08
		Step F	72.0109	5760.87	12481.89	149782.67
		Step G	74.1713	5933.70	12856.36	154276.30
		Step H	76.3965	6111.72	13242.06	158904.72
		Step I	78.6882	6295.06	13639.29	163671.46
		Step J	81.0489	6483.91	14048.48	168581.71
		Step K	83.4803	6678.42	14469.92	173639.02
		Step L	85.9848	6878.78	14904.03	178848.38



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3608B	Instrument and Control Technician-B	Step A	55.5512	4444.10	9628.87	115546.50
		Step B	58.1630	4653.04	10081.59	120979.04
		Step C	59.9079	4792.63	10384.04	124608.43
		Step D	61.7052	4936.42	10695.57	128346.82
		Step E	63.5563	5084.50	11016.43	132197.10
		Step F	65.4630	5237.04	11346.92	136163.04
		Step G	67.4269	5394.15	11687.33	140247.95
		Step H	69.4497	5555.98	12037.95	144455.38
		Step I	71.5332	5722.66	12399.09	148789.06
		Step J	73.6792	5894.34	12771.06	153252.74
		Step K	75.8895	6071.16	13154.18	157850.16
		Step L	78.1663	6253.30	13548.83	162585.90



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4520B	Materials Technician-B	Step A	35.8451	2867.61	6213.15	74557.81
		Step B	37.5303	3002.42	6505.25	78063.02
		Step C	38.6562	3092.50	6700.41	80404.90
		Step D	39.8160	3185.28	6901.44	82817.28
		Step E	41.0104	3280.83	7108.47	85301.63
		Step F	42.2407	3379.26	7321.72	87860.66
		Step G	43.5079	3480.63	7541.37	90496.43
		Step H	44.8132	3585.06	7767.62	93211.46
		Step I	46.1576	3692.61	8000.65	96007.81
		Step J	47.5423	3803.38	8240.67	98887.98
		Step K	48.9686	3917.49	8487.89	101854.69
		Step L	50.4376	4035.01	8742.52	104910.21



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5316B	Plant and Equipment Maintenance Worker I-B	Step A	24.4827	1958.62	4243.67	50924.02
		Step B	25.6337	2050.70	4443.17	53318.10
		Step C	26.4028	2112.22	4576.49	54917.82
		Step D	27.1948	2175.58	4713.77	56565.18
		Step E	28.0107	2240.86	4855.19	58262.26
		Step F	28.8510	2308.08	5000.84	60010.08
		Step G	29.7166	2377.33	5150.88	61810.53
		Step H	30.6081	2448.65	5305.40	63664.85
		Step I	31.5263	2522.10	5464.56	65574.70
		Step J	32.4721	2597.77	5628.50	67541.97
		Step K	33.4462	2675.70	5797.34	69568.10
		Step L	34.4496	2755.97	5971.26	71655.17



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5319B	Plant and Equipment Maintenance Worker II-B	Step A	26.9308	2154.46	4668.01	56016.06
		Step B	28.1972	2255.78	4887.51	58650.18
		Step C	29.0431	2323.45	5034.14	60409.65
		Step D	29.9144	2393.15	5185.16	62221.95
		Step E	30.8118	2464.94	5340.71	64088.54
		Step F	31.7361	2538.89	5500.92	66011.09
		Step G	32.6882	2615.06	5665.95	67991.46
		Step H	33.6689	2693.51	5835.94	70031.31
		Step I	34.6789	2774.31	6011.01	72132.11
		Step J	35.7193	2857.54	6191.35	74296.14
		Step K	36.7909	2943.27	6377.09	76525.07
		Step L	37.8946	3031.57	6568.40	78820.77



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5327B	Plant and Equipment Mechanic I-B	Step A	29.6242	2369.94	5134.86	61618.34
		Step B	31.0168	2481.34	5376.25	64514.94
		Step C	31.9474	2555.79	5537.55	66450.59
		Step D	32.9058	2632.46	5703.67	68444.06
		Step E	33.8929	2711.43	5874.77	70497.23
		Step F	34.9098	2792.78	6051.03	72612.38
		Step G	35.9571	2876.57	6232.56	74790.77
		Step H	37.0357	2962.86	6419.52	77034.26
		Step I	38.1468	3051.74	6612.11	79345.34
		Step J	39.2913	3143.30	6810.49	81725.90
		Step K	40.4699	3237.59	7014.78	84177.39
		Step L	41.6840	3334.72	7225.23	86702.72



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5328B	Plant and Equipment Mechanic II-B	Step A	32.5859	2606.87	5648.22	67778.67
		Step B	34.1178	2729.42	5913.75	70965.02
		Step C	35.1414	2811.31	6091.18	73094.11
		Step D	36.1957	2895.66	6273.92	75287.06
		Step E	37.2815	2982.52	6462.13	77545.52
		Step F	38.4000	3072.00	6656.00	79872.00
		Step G	39.5519	3164.15	6855.66	82267.95
		Step H	40.7385	3259.08	7061.34	84736.08
		Step I	41.9607	3356.86	7273.19	87278.26
		Step J	43.2195	3457.56	7491.38	89896.56
		Step K	44.5160	3561.28	7716.11	92593.28
		Step L	45.8516	3668.13	7947.61	95371.33



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5595B	Power Engineer I-B	Step A	51.9998	4159.98	9013.30	108159.58
		Step B	54.4446	4355.57	9437.06	113244.77
		Step C	56.0779	4486.23	9720.17	116642.03
		Step D	57.7602	4620.82	10011.77	120141.22
		Step E	59.4930	4759.44	10312.12	123745.44
		Step F	61.2779	4902.23	10621.50	127458.03
		Step G	63.1162	5049.30	10940.14	131281.70
		Step H	65.0096	5200.77	11268.33	135219.97
		Step I	66.9599	5356.79	11606.38	139276.59
		Step J	68.9687	5517.50	11954.57	143454.90
		Step K	71.0378	5683.02	12313.22	147758.62
		Step L	73.1690	5853.52	12682.63	152191.52



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5596B	Power Engineer II-B	Step A	57.2013	4576.10	9914.89	118978.70
		Step B	59.8906	4791.25	10381.04	124572.45
		Step C	61.6874	4934.99	10692.48	128309.79
		Step D	63.5379	5083.03	11013.24	132158.83
		Step E	65.4441	5235.53	11343.64	136123.73
		Step F	67.4074	5392.59	11683.95	140207.39
		Step G	69.4296	5554.37	12034.46	144413.57
		Step H	71.5126	5721.01	12395.52	148746.21
		Step I	73.6579	5892.63	12767.37	153208.43
		Step J	75.8676	6069.41	13150.38	157804.61
		Step K	78.1437	6251.50	13544.91	162538.90
		Step L	80.4879	6439.03	13951.24	167414.83



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5590B	Power Plant Engineer I-B	Step A	51.9998	4159.98	9013.30	108159.58
		Step B	54.4446	4355.57	9437.06	113244.77
		Step C	56.0779	4486.23	9720.17	116642.03
		Step D	57.7602	4620.82	10011.77	120141.22
		Step E	59.4930	4759.44	10312.12	123745.44
		Step F	61.2779	4902.23	10621.50	127458.03
		Step G	63.1162	5049.30	10940.14	131281.70
		Step H	65.0096	5200.77	11268.33	135219.97
		Step I	66.9599	5356.79	11606.38	139276.59
		Step J	68.9687	5517.50	11954.57	143454.90
		Step K	71.0378	5683.02	12313.22	147758.62
		Step L	73.1690	5853.52	12682.63	152191.52



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5591B	Power Plant Engineer II-B	Step A	57.1998	4575.98	9914.63	118975.58
		Step B	59.8891	4791.13	10380.78	124569.33
		Step C	61.6858	4934.86	10692.21	128306.46
		Step D	63.5363	5082.90	11012.96	132155.50
		Step E	65.4424	5235.39	11343.35	136120.19
		Step F	67.4056	5392.45	11683.64	140203.65
		Step G	69.4278	5554.22	12034.15	144409.82
		Step H	71.5107	5720.86	12395.19	148742.26
		Step I	73.6560	5892.48	12767.04	153204.48
		Step J	75.8657	6069.26	13150.05	157800.66
		Step K	78.1416	6251.33	13544.54	162534.53
		Step L	80.4859	6438.87	13950.89	167410.67



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5526B	Power Plant Mechanic-B	Step A	50.5048	4040.38	8754.17	105049.98
		Step B	52.8792	4230.34	9165.73	109988.74
		Step C	54.4656	4357.25	9440.70	113288.45
		Step D	56.0996	4487.97	9723.93	116687.17
		Step E	57.7826	4622.61	10015.65	120187.81
		Step F	59.5160	4761.28	10316.11	123793.28
		Step G	61.3016	4904.13	10625.61	127507.33
		Step H	63.1406	5051.25	10944.37	131332.45
		Step I	65.0348	5202.78	11272.70	135272.38
		Step J	66.9858	5358.86	11610.87	139330.46
		Step K	68.9954	5519.63	11959.20	143510.43
		Step L	71.0653	5685.22	12317.99	147815.82



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Appendix:D
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IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5522B	Power Plant Operator Technician I-B	Step A	48.0997	3847.98	8337.28	100047.38
		Step B	50.3612	4028.90	8729.27	104751.30
		Step C	51.8721	4149.77	8991.16	107893.97
		Step D	53.4282	4274.26	9260.89	111130.66
		Step E	55.0310	4402.48	9538.71	114464.48
		Step F	56.6820	4534.56	9824.88	117898.56
		Step G	58.3824	4670.59	10119.62	121435.39
		Step H	60.1339	4810.71	10423.21	125078.51
		Step I	61.9379	4955.03	10735.90	128830.83
		Step J	63.7961	5103.69	11057.99	132695.89
		Step K	65.7100	5256.80	11389.73	136676.80
		Step L	67.6812	5414.50	11731.41	140776.90



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Appendix:D
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IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5523B	Power Plant Operator Technician II-B	Step A	52.9098	4232.78	9171.03	110052.38
		Step B	55.3973	4431.78	9602.20	115226.38
		Step C	57.0592	4564.74	9890.26	118683.14
		Step D	58.7710	4701.68	10186.97	122243.68
		Step E	60.5341	4842.73	10492.58	125910.93
		Step F	62.3500	4988.00	10807.33	129688.00
		Step G	64.2206	5137.65	11131.57	133578.85
		Step H	66.1472	5291.78	11465.51	137586.18
		Step I	68.1316	5450.53	11809.48	141713.73
		Step J	70.1756	5614.05	12163.77	145965.25
		Step K	72.2809	5782.47	12528.69	150344.27
		Step L	74.4492	5955.94	12904.53	154854.34



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Appendix:D
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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5401B	Predictive Maintenance Technician I-B	Step A	36.2408	2899.26	6281.74	75380.86
		Step B	37.9448	3035.58	6577.10	78925.18
		Step C	39.0831	3126.65	6774.40	81292.85
		Step D	40.2556	3220.45	6977.64	83731.65
		Step E	41.4632	3317.06	7186.95	86243.46
		Step F	42.7071	3416.57	7402.56	88830.77
		Step G	43.9883	3519.06	7624.64	91495.66
		Step H	45.3080	3624.64	7853.39	94240.64
		Step I	46.6672	3733.38	8088.98	97067.78
		Step J	48.0673	3845.38	8331.67	99979.98
		Step K	49.5093	3960.74	8581.61	102979.34
		Step L	50.9946	4079.57	8839.06	106068.77



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5402B	Predictive Maintenance Technician II-B	Step A	39.8648	3189.18	6909.90	82918.78
		Step B	41.7392	3339.14	7234.79	86817.54
		Step C	42.9914	3439.31	7451.84	89422.11
		Step D	44.2812	3542.50	7675.41	92104.90
		Step E	45.6096	3648.77	7905.66	94867.97
		Step F	46.9779	3758.23	8142.84	97714.03
		Step G	48.3872	3870.98	8387.11	100645.38
		Step H	49.8388	3987.10	8638.73	103664.70
		Step I	51.3339	4106.71	8897.88	106774.51
		Step J	52.8740	4229.92	9164.83	109977.92
		Step K	54.4602	4356.82	9439.77	113277.22
		Step L	56.0941	4487.53	9722.98	116675.73



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5533B	Preventative Maintenance Coordinator-B	Step A	39.4293	3154.34	6834.41	82012.94
		Step B	41.2832	3302.66	7155.75	85869.06
		Step C	42.5217	3401.74	7370.43	88445.14
		Step D	43.7973	3503.78	7591.53	91098.38
		Step E	45.1113	3608.90	7819.29	93831.50
		Step F	46.4646	3717.17	8053.86	96646.37
		Step G	47.8585	3828.68	8295.47	99545.68
		Step H	49.2942	3943.54	8544.33	102531.94
		Step I	50.7731	4061.85	8800.67	105608.05
		Step J	52.2963	4183.70	9064.69	108776.30
		Step K	53.8651	4309.21	9336.62	112039.41
		Step L	55.4811	4438.49	9616.72	115400.69



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5500B	Preventative Maintenance Technician I-B	Step A	32.9461	2635.69	5710.66	68527.89
		Step B	34.4952	2759.62	5979.17	71750.02
		Step C	35.5301	2842.41	6158.55	73902.61
		Step D	36.5959	2927.67	6343.29	76119.47
		Step E	37.6939	3015.51	6533.61	78403.31
		Step F	38.8247	3105.98	6729.61	80755.38
		Step G	39.9894	3199.15	6931.50	83177.95
		Step H	41.1891	3295.13	7139.44	85673.33
		Step I	42.4248	3393.98	7353.63	88243.58
		Step J	43.6975	3495.80	7574.23	90890.80
		Step K	45.0085	3600.68	7801.47	93617.68
		Step L	46.3587	3708.70	8035.51	96426.10



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5502B	Preventative Maintenance Technician II-B	Step A	36.2408	2899.26	6281.74	75380.86
		Step B	37.9447	3035.58	6577.08	78924.98
		Step C	39.0830	3126.64	6774.39	81292.64
		Step D	40.2555	3220.44	6977.62	83731.44
		Step E	41.4631	3317.05	7186.94	86243.25
		Step F	42.7070	3416.56	7402.55	88830.56
		Step G	43.9882	3519.06	7624.62	91495.46
		Step H	45.3080	3624.64	7853.39	94240.64
		Step I	46.6671	3733.37	8088.96	97067.57
		Step J	48.0671	3845.37	8331.63	99979.57
		Step K	49.5092	3960.74	8581.59	102979.14
		Step L	50.9945	4079.56	8839.05	106068.56



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7020B	SCADA System Technician-B	Step A	39.8648	3189.18	6909.90	82918.78
		Step B	41.7392	3339.14	7234.79	86817.54
		Step C	42.9914	3439.31	7451.84	89422.11
		Step D	44.2812	3542.50	7675.41	92104.90
		Step E	45.6096	3648.77	7905.66	94867.97
		Step F	46.9779	3758.23	8142.84	97714.03
		Step G	48.3872	3870.98	8387.11	100645.38
		Step H	49.8388	3987.10	8638.73	103664.70
		Step I	51.3339	4106.71	8897.88	106774.51
		Step J	52.8740	4229.92	9164.83	109977.92
		Step K	54.4602	4356.82	9439.77	113277.22
		Step L	56.0941	4487.53	9722.98	116675.73



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7118B	Senior Electric Line Technician-B	Step A	69.9573	5596.58	12125.93	145511.18
		Step B	73.2462	5859.70	12696.01	152352.10
		Step C	75.4436	6035.49	13076.89	156922.69
		Step D	77.7070	6216.56	13469.21	161630.56
		Step E	80.0381	6403.05	13873.27	166479.25
		Step F	82.4393	6595.14	14289.48	171473.74
		Step G	84.9125	6793.00	14718.17	176618.00
		Step H	87.4598	6996.78	15159.70	181916.38
		Step I	90.0836	7206.69	15614.49	187373.89
		Step J	92.7861	7422.89	16082.92	192995.09
		Step K	95.5697	7645.58	16565.41	198784.98
		Step L	98.4368	7874.94	17062.38	204748.54



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7169B	Senior Electric Materials Technician-B	Step A	45.0146	3601.17	7802.53	93630.37
		Step B	47.1308	3770.46	8169.34	98032.06
		Step C	48.5448	3883.58	8414.43	100973.18
		Step D	50.0011	4000.09	8666.86	104002.29
		Step E	51.5011	4120.09	8926.86	107122.29
		Step F	53.0461	4243.69	9194.66	110335.89
		Step G	54.6376	4371.01	9470.52	113646.21
		Step H	56.2767	4502.14	9754.63	117055.54
		Step I	57.9650	4637.20	10047.27	120567.20
		Step J	59.7040	4776.32	10348.69	124184.32
		Step K	61.4950	4919.60	10659.13	127909.60
		Step L	63.3399	5067.19	10978.92	131746.99



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1036B	Senior Electric Metering Systems Technician - B	Step A	60.9853	4878.82	10570.79	126849.42
		Step B	63.8526	5108.21	11067.78	132813.41
		Step C	65.7682	5261.46	11399.82	136797.86
		Step D	67.7412	5419.30	11741.81	140901.70
		Step E	69.7734	5581.87	12094.06	145128.67
		Step F	71.8666	5749.33	12456.88	149482.53
		Step G	74.0227	5921.82	12830.60	153967.22
		Step H	76.2433	6099.46	13215.51	158586.06
		Step I	78.5306	6282.45	13611.97	163343.65
		Step J	80.8865	6470.92	14020.33	168243.92
		Step K	83.3132	6665.06	14440.95	173291.46
		Step L	85.8125	6865.00	14874.17	178490.00



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7126B	Senior Electric Substation Technician-B	Step A	65.2898	5223.18	11316.90	135802.78
		Step B	68.3595	5468.76	11848.98	142187.76
		Step C	70.4103	5632.82	12204.45	146453.42
		Step D	72.5225	5801.80	12570.57	150846.80
		Step E	74.6982	5975.86	12947.69	155372.26
		Step F	76.9378	6155.02	13335.89	160030.62
		Step G	79.2473	6339.78	13736.20	164834.38
		Step H	81.6247	6529.98	14148.28	169779.38
		Step I	84.0735	6725.88	14572.74	174872.88
		Step J	86.5957	6927.66	15009.92	180119.06
		Step K	89.1936	7135.49	15460.22	185522.69
		Step L	91.8694	7349.55	15924.03	191088.35



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7168B	Senior Electric System Dispatcher-B	Step A	76.9530	6156.24	13338.52	160062.24
		Step B	80.5708	6445.66	13965.61	167587.26
		Step C	82.9879	6639.03	14384.57	172614.83
		Step D	85.4776	6838.21	14816.12	177793.41
		Step E	88.0420	7043.36	15260.61	183127.36
		Step F	90.6832	7254.66	15718.42	188621.06
		Step G	93.4036	7472.29	16189.96	194279.49
		Step H	96.2058	7696.46	16675.67	200108.06
		Step I	99.0919	7927.35	17175.93	206111.15
		Step J	102.0647	8165.18	17691.21	212294.58
		Step K	105.1267	8410.14	18221.96	218663.54
		Step L	108.2804	8662.43	18768.60	225223.23



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7170B	Senior Electronic Technician-B	Step A	49.0335	3922.68	8499.14	101989.68
		Step B	50.5045	4040.36	8754.11	105049.36
		Step C	52.0196	4161.57	9016.73	108200.77
		Step D	53.5802	4286.42	9287.23	111446.82
		Step E	55.1876	4415.01	9565.85	114790.21
		Step F	56.8433	4547.46	9852.84	118234.06
		Step G	58.5485	4683.88	10148.41	121780.88
		Step H	60.3050	4824.40	10452.87	125434.40
		Step I	62.1142	4969.14	10766.46	129197.54
		Step J	63.9776	5118.21	11089.45	133073.41
		Step K	65.8969	5271.75	11422.13	137065.55
		Step L	67.8738	5429.90	11764.79	141177.50



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7205B	Senior Plant and Equipment Mechanic-B	Step A	35.8451	2867.61	6213.15	74557.81
		Step B	37.5303	3002.42	6505.25	78063.02
		Step C	38.6562	3092.50	6700.41	80404.90
		Step D	39.8160	3185.28	6901.44	82817.28
		Step E	41.0104	3280.83	7108.47	85301.63
		Step F	42.2407	3379.26	7321.72	87860.66
		Step G	43.5079	3480.63	7541.37	90496.43
		Step H	44.8132	3585.06	7767.62	93211.46
		Step I	46.1576	3692.61	8000.65	96007.81
		Step J	47.5423	3803.38	8240.67	98887.98
		Step K	48.9686	3917.49	8487.89	101854.69
		Step L	50.4376	4035.01	8742.52	104910.21



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7152B	Senior Power Plant Operator Technician-B	Step A	58.2006	4656.05	10088.10	121057.25
		Step B	60.9371	4874.97	10562.43	126749.17
		Step C	62.7652	5021.22	10879.30	130551.62
		Step D	64.6480	5171.84	11205.65	134467.84
		Step E	66.5875	5327.00	11541.83	138502.00
		Step F	68.5852	5486.82	11888.10	142657.22
		Step G	70.6427	5651.42	12244.73	146936.82
		Step H	72.7620	5820.96	12612.08	151344.96
		Step I	74.9448	5995.58	12990.43	155885.18
		Step J	77.1932	6175.46	13380.15	160561.86
		Step K	79.5090	6360.72	13781.56	165378.72
		Step L	81.8942	6551.54	14194.99	170339.94



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7284B	Senior Preventative Maintenance Technician-B	Step A	43.8513	3508.10	7600.89	91210.70
		Step B	45.9133	3673.06	7958.31	95499.66
		Step C	47.2906	3783.25	8197.04	98364.45
		Step D	48.7094	3896.75	8442.96	101315.55
		Step E	50.1706	4013.65	8696.24	104354.85
		Step F	51.6757	4134.06	8957.12	107485.46
		Step G	53.2260	4258.08	9225.84	110710.08
		Step H	54.8228	4385.82	9502.62	114031.42
		Step I	56.4675	4517.40	9787.70	117452.40
		Step J	58.1615	4652.92	10081.33	120975.92
		Step K	59.9063	4792.50	10383.76	124605.10
		Step L	61.7035	4936.28	10695.27	128343.28



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9559B	Senior SCADA System Technician-B	Step A	43.8513	3508.10	7600.89	91210.70
		Step B	45.9133	3673.06	7958.31	95499.66
		Step C	47.2906	3783.25	8197.04	98364.45
		Step D	48.7094	3896.75	8442.96	101315.55
		Step E	50.1706	4013.65	8696.24	104354.85
		Step F	51.6757	4134.06	8957.12	107485.46
		Step G	53.2260	4258.08	9225.84	110710.08
		Step H	54.8228	4385.82	9502.62	114031.42
		Step I	56.4675	4517.40	9787.70	117452.40
		Step J	58.1615	4652.92	10081.33	120975.92
		Step K	59.9063	4792.50	10383.76	124605.10
		Step L	61.7035	4936.28	10695.27	128343.28



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7202B	Senior Wastewater Utility Maintenance Worker-B	Step A	31.5240	2521.92	5464.16	65569.92
		Step B	33.0061	2640.49	5721.06	68652.69
		Step C	33.9962	2719.70	5892.67	70712.10
		Step D	35.0162	2801.30	6069.47	72833.70
		Step E	36.0666	2885.33	6251.54	75018.53
		Step F	37.1486	2971.89	6439.09	77269.09
		Step G	38.2631	3061.05	6632.27	79587.25
		Step H	39.4110	3152.88	6831.24	81974.88
		Step I	40.5933	3247.46	7036.17	84434.06
		Step J	41.8111	3344.89	7247.26	86967.09
		Step K	43.0655	3445.24	7464.69	89576.24
		Step L	44.3574	3548.59	7688.62	92263.39



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7204B	Senior Water Distribution Worker-B	Step A	31.5240	2521.92	5464.16	65569.92
		Step B	33.0061	2640.49	5721.06	68652.69
		Step C	33.9962	2719.70	5892.67	70712.10
		Step D	35.0162	2801.30	6069.47	72833.70
		Step E	36.0666	2885.33	6251.54	75018.53
		Step F	37.1486	2971.89	6439.09	77269.09
		Step G	38.2631	3061.05	6632.27	79587.25
		Step H	39.4110	3152.88	6831.24	81974.88
		Step I	40.5933	3247.46	7036.17	84434.06
		Step J	41.8111	3344.89	7247.26	86967.09
		Step K	43.0655	3445.24	7464.69	89576.24
		Step L	44.3574	3548.59	7688.62	92263.39



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2375B	Traffic Signal Maintenance Worker I-B	Step A	28.6580	2292.64	4967.39	59608.64
		Step B	30.0052	2400.42	5200.90	62410.82
		Step C	30.9054	2472.43	5356.94	64283.23
		Step D	31.8326	2546.61	5517.65	66211.81
		Step E	32.7876	2623.01	5683.18	68198.21
		Step F	33.7713	2701.70	5853.69	70244.30
		Step G	34.7844	2782.75	6029.30	72351.55
		Step H	35.8278	2866.22	6210.15	74521.82
		Step I	36.9028	2952.22	6396.49	76757.82
		Step J	38.0098	3040.78	6588.37	79060.38
		Step K	39.1501	3132.01	6786.02	81432.21
		Step L	40.3246	3225.97	6989.60	83875.17



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2376B	Traffic Signal Maintenance Worker II-B	Step A	31.5237	2521.90	5464.11	65569.30
		Step B	33.0058	2640.46	5721.01	68652.06
		Step C	33.9960	2719.68	5892.64	70711.68
		Step D	35.0159	2801.27	6069.42	72833.07
		Step E	36.0663	2885.30	6251.49	75017.90
		Step F	37.1483	2971.86	6439.04	77268.46
		Step G	38.2628	3061.02	6632.22	79586.62
		Step H	39.4107	3152.86	6831.19	81974.26
		Step I	40.5930	3247.44	7036.12	84433.44
		Step J	41.8108	3344.86	7247.21	86966.46
		Step K	43.0651	3445.21	7464.62	89575.41
		Step L	44.3570	3548.56	7688.55	92262.56



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9027B	Wastewater Utility Maintenance Worker I-B	Step A	26.0534	2084.27	4515.92	54191.07
		Step B	27.2784	2182.27	4728.26	56739.07
		Step C	28.0968	2247.74	4870.11	58441.34
		Step D	28.9397	2315.18	5016.21	60194.58
		Step E	29.8079	2384.63	5166.70	62000.43
		Step F	30.7021	2456.17	5321.70	63860.37
		Step G	31.6232	2529.86	5481.35	65776.26
		Step H	32.5719	2605.75	5645.80	67749.55
		Step I	33.5490	2683.92	5815.16	69781.92
		Step J	34.5555	2764.44	5989.62	71875.44
		Step K	35.5922	2847.38	6169.31	74031.78
		Step L	36.6600	2932.80	6354.40	76252.80



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9029B	Wastewater Utility Maintenance Worker II-B	Step A	28.6583	2292.66	4967.44	59609.26
		Step B	30.0056	2400.45	5200.97	62411.65
		Step C	30.9058	2472.46	5357.01	64284.06
		Step D	31.8330	2546.64	5517.72	66212.64
		Step E	32.7879	2623.03	5683.24	68198.83
		Step F	33.7716	2701.73	5853.74	70244.93
		Step G	34.7848	2782.78	6029.37	72352.38
		Step H	35.8283	2866.26	6210.24	74522.86
		Step I	36.9031	2952.25	6396.54	76758.45
		Step J	38.0102	3040.82	6588.43	79061.22
		Step K	39.1506	3132.05	6786.10	81433.25
		Step L	40.3250	3226.00	6989.67	83876.00



City of Roseville

Salary Schedule: International Brotherhood of
Electrical Workers-B

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9078B	Water Conservation Specialist-B	Step A	31.5240	2521.92	5464.16	65569.92
		Step B	33.0061	2640.49	5721.06	68652.69
		Step C	33.9962	2719.70	5892.67	70712.10
		Step D	35.0162	2801.30	6069.47	72833.70
		Step E	36.0666	2885.33	6251.54	75018.53
		Step F	37.1486	2971.89	6439.09	77269.09
		Step G	38.2631	3061.05	6632.27	79587.25
		Step H	39.4110	3152.88	6831.24	81974.88
		Step I	40.5933	3247.46	7036.17	84434.06
		Step J	41.8111	3344.89	7247.26	86967.09
		Step K	43.0655	3445.24	7464.69	89576.24
		Step L	44.3574	3548.59	7688.62	92263.39



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9049B	Water Conservation Worker I-B	Step A	26.0534	2084.27	4515.92	54191.07
		Step B	27.2784	2182.27	4728.26	56739.07
		Step C	28.0968	2247.74	4870.11	58441.34
		Step D	28.9397	2315.18	5016.21	60194.58
		Step E	29.8079	2384.63	5166.70	62000.43
		Step F	30.7021	2456.17	5321.70	63860.37
		Step G	31.6232	2529.86	5481.35	65776.26
		Step H	32.5719	2605.75	5645.80	67749.55
		Step I	33.5490	2683.92	5815.16	69781.92
		Step J	34.5555	2764.44	5989.62	71875.44
		Step K	35.5922	2847.38	6169.31	74031.78
		Step L	36.6600	2932.80	6354.40	76252.80



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9051B	Water Conservation Worker II-B	Step A	28.6583	2292.66	4967.44	59609.26
		Step B	30.0056	2400.45	5200.97	62411.65
		Step C	30.9058	2472.46	5357.01	64284.06
		Step D	31.8330	2546.64	5517.72	66212.64
		Step E	32.7879	2623.03	5683.24	68198.83
		Step F	33.7716	2701.73	5853.74	70244.93
		Step G	34.7848	2782.78	6029.37	72352.38
		Step H	35.8283	2866.26	6210.24	74522.86
		Step I	36.9031	2952.25	6396.54	76758.45
		Step J	38.0102	3040.82	6588.43	79061.22
		Step K	39.1506	3132.05	6786.10	81433.25
		Step L	40.3250	3226.00	6989.67	83876.00



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9246B	Water Distribution Worker I-B	Step A	26.0534	2084.27	4515.92	54191.07
		Step B	27.2784	2182.27	4728.26	56739.07
		Step C	28.0968	2247.74	4870.11	58441.34
		Step D	28.9397	2315.18	5016.21	60194.58
		Step E	29.8079	2384.63	5166.70	62000.43
		Step F	30.7021	2456.17	5321.70	63860.37
		Step G	31.6232	2529.86	5481.35	65776.26
		Step H	32.5719	2605.75	5645.80	67749.55
		Step I	33.5490	2683.92	5815.16	69781.92
		Step J	34.5555	2764.44	5989.62	71875.44
		Step K	35.5922	2847.38	6169.31	74031.78
		Step L	36.6600	2932.80	6354.40	76252.80



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:D
Effective Date:05/06/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9248B	Water Distribution Worker II-B	Step A	28.6583	2292.66	4967.44	59609.26
		Step B	30.0056	2400.45	5200.97	62411.65
		Step C	30.9058	2472.46	5357.01	64284.06
		Step D	31.8330	2546.64	5517.72	66212.64
		Step E	32.7879	2623.03	5683.24	68198.83
		Step F	33.7716	2701.73	5853.74	70244.93
		Step G	34.7848	2782.78	6029.37	72352.38
		Step H	35.8283	2866.26	6210.24	74522.86
		Step I	36.9031	2952.25	6396.54	76758.45
		Step J	38.0102	3040.82	6588.43	79061.22
		Step K	39.1506	3132.05	6786.10	81433.25
		Step L	40.3250	3226.00	6989.67	83876.00



COUNCIL COMMUNICATION

CC #: 2703

File #: 0704 & 0201-01

Title: Park Maintenance Work, Structural Repairs and Landscape Renovations - Budget Adjustment

Contact: Eric Dexter 916-746-1769 edexter@roseville.ca.us

Meeting Date: 5/17/2023

Item #: 7.19.

RECOMMENDATION TO COUNCIL

The Parks, Recreation & Libraries department requests that the City Council adopt an ordinance approving a budget adjustment in the amount of \$315,000 for repair and replacement fences in the Northwest area, complete landscape renovation work, repair a monument due to accident damage, and add/update additional park amenity repairs in two Lighting & Landscape Districts (LLDs) and three Community Facilities Districts (CFDs).

BACKGROUND

Ongoing landscape and park maintenance contract work, structural repairs and landscape renovations are needed in multiple Lighting & Landscape Districts (LLD) and Community Facilities Districts (CFD). This work totals \$315,000 and consists of the following projects that were not included in the original FY2022-23 budget:

- Riverside LLD: repairs to Riverside/Darling monument sign lighting because of damage due to an accident (\$15,000)
- Fiddymont CFD: replacement of an irrigation controller (\$15,000)
- Stone Point CFD 4: repair of monument sign that was damaged (\$8,000)
- Westpark CFD: adding a new shade structure at Luken Park and renovating the bocce ball courts due to an unplanned failure (\$77,000)
- Northwest Roseville Specific Plan LLD: Fences were damaged during the winter storm events in January. Roughly 2,100 linear feet of fencing failed which needs to be replaced (\$200,000).

Staff recommends a budget adjustment totaling \$315,000 to allow for the completion of these projects.

FISCAL IMPACT

There are sufficient fund balances in the districts to accommodate the recommended budget adjustments. This work will be funded in the respective LLDs and CFDs. There is no impact on the General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

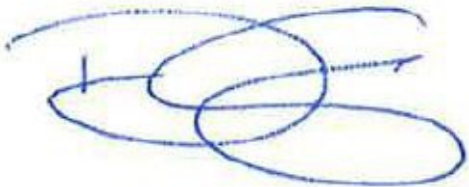
Goal C - Maintain a safe and healthy community

Goal E - Deliver exceptional city services

Respectfully Submitted,

Eric Dexter, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6651

Budget Adjustment

ORDINANCE NO. 6651

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for repairs, replacements and renovations in two Lighting and Landscape Districts and three Community Facilities Districts.

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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Eric Dexter, Parks Superintendent FISCAL YEAR: FY2022-23
PREPARER NAME & TITLE: Rendi Hodge, Management Analyst COUNCIL DATE (if applicable): 5/17/23
DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Parks ORDINANCE: _____

Expenditures/Expenses/Transfers Out

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2025	5423	80201		200,000	Establish budget to use Sinking Funds for fencing repairs-Northwest Roseville Specific Plan (NWRSP)
2113	6545	80251		37,000	Establish budget for \$37,000 for new shade structure at Luken Park - Westpark CFD
2113	5564	80251		40,000	Increase Sinking Fund budget by \$40,000 for bocce ball court renovation at Festeron Park - Westpark CFD
2111	5564	80251		15,000	Increase Sinking Fund budget by \$15,000 for replacment irrigation controller - Fiddymment CFD
2023	5564	80201		15,000	Increase Sinking Fund budget by \$15,000 for repairs to Riverside/Darling sign lighting - Riverside LLD
2117	5423	80251		8,000	Increase Repairs/Maintenance (extra work) budget by \$8,000 for monument damage repairs - Stone Point CFD 4
TOTAL				315,000	

Revenues/Transfers In

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

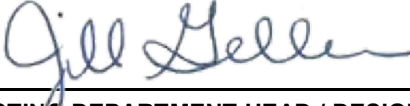
NET ADJUSTMENT	315,000
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Available Resources

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2025				(200,000)	Reduce available resources - NWRSP
2113				(77,000)	Reduce available resources - Westpark CFD
2111				(15,000)	Reduce available resources - Fiddymment CFD
2023				(15,000)	Reduce available resources - Riverside LLD
2117				(8,000)	Reduce available resources - Stone Point CFD 4
TOTAL				(315,000)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries department is requesting a budget adjustment for \$315,000 to repair and replace fences in the Northwest area, complete landscape renovation work, repair a monument due to accident damage, and add/update additional park amenities in multiple Landscape and Lighting Districts (LLDs) and Community Facilities Districts (CFDs). This work will be funded with available fund balances in the respective LLDs and CFDs funds as well as the Northwest Roseville Specific Plan fund. There is no impact to the General Fund.

REQUIRED APPROVALS:			
	04/19/2023		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	DATE		



COUNCIL COMMUNICATION

CC #: 2726
File #: 0800-04

Title: Second Reading - Purchase of Motor Vehicles Ordinance
Contact: Brandy LeBeau 916-774-5531 blebeau@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 7.20.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6658 OF THE COUNCIL OF THE CITY OF ROSEVILLE GRANTING THE PURCHASING OFFICER AUTHORITY TO MAKE PURCHASES OF MOTOR VEHICLES EQUAL TO OR GREATER THAN THE BID AMOUNT ESTABLISHED IN THE CITY CHARTER FOR A PERIOD OF TWO YEARS AND DECLARING THIS ORDINANCE TO BE EFFECTIVE JUNE 16, 2023, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A – Remain fiscally responsible in a changing world.
Goal E – Deliver exceptional city services.
Goal F – Invest in well-planned infrastructure and growth.

Respectfully Submitted,

Brandy LeBeau, Fleet Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6658

ORDINANCE NO. 6658

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE GRANTING THE PURCHASING OFFICER AUTHORITY TO MAKE PURCHASES OF MOTOR VEHICLES EQUAL TO OR GREATER THAN THE BID AMOUNT ESTABLISHED IN THE CITY CHARTER FOR A PERIOD OF TWO YEARS AND DECLARING THIS ORDINANCE TO BE EFFECTIVE JUNE 16, 2023

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Fleet Services Division of the Public Works Department is responsible for procurement of motor vehicles for the City of Roseville. In recent months, supply chain issues have plagued motor vehicle manufacturers, resulting in an insufficient quantity of new motor vehicles being produced to meet demand. This has resulted in an extremely competitive environment in motor vehicle procurement. Dealers are releasing new motor vehicles for purchase in increasingly short windows of time.

SECTION 2. The Fleet Services Division frequently encounters situations where it is not able to procure needed motor vehicles solely due to the length of time that is required to have a purchase order for such motor vehicles approved by the City Council, as required by the City's procurement laws and policies. This impairs the City's ability to procure new motor vehicles and results in the City's existing fleet vehicles being utilized for longer than planned, leading to increased costs for maintenance and repair.

SECTION 3. Section 7.21 of the Charter of the City of Roseville provides that competitive prices or bids for all purchases and public works and improvements shall be obtained where practicable and the purchase made from, or the contract awarded to, the lowest responsible bidder. Section 7.21 further provides that sealed bids shall be asked for in all transactions involving the expenditure of seventy-five thousand dollars (\$75,000) or more.

SECTION 4. Section 4.12.090(A) of the Roseville Municipal Code provides that purchases of supplies or equipment of an estimated value equal to or greater than the bid amount established in the City Charter, shall be by written purchase order with the lowest responsible bidder. Section 4.12.090(D) provides that following an opening of bids for the purchase of such supplies or equipment, City staff shall submit a recommendation to the City Council for award. Section 4.12.090(F) provides that bids shall be awarded by the City Council, and a purchase order issued by the Purchasing Officer, to the lowest responsible bidder.

SECTION 5. The City Council desires to temporarily exempt, for a period of two (2) years, the purchase of motor vehicles in an amount of seventy-five thousand dollars (\$75,000.00) or more from the requirement that such purchase orders be approved by the City Council. This temporary exemption for motor vehicle purchases only applies to purchases that are 1) competitively bid pursuant to the City's existing laws and policies and; 2) within the budget previously approved by the City Council.

SECTION 6. Accordingly, notwithstanding the provisions of Chapter 4.12 of the Roseville Municipal Code to the contrary, purchases of motor vehicles in the amount of seventy-five thousand dollars (\$75,000) or more may be awarded by the Purchasing Officer to the lowest

responsible bidder without further City Council approval. This authority is expressly conditioned upon such purchases being within the previously allocated and approved budget of the Fleet Services Division of the Public Works Department. This Ordinance shall terminate on June 16, 2025.

SECTION 7. 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 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



COUNCIL COMMUNICATION

CC #: 2727
File #: 0800-02

Title: Second Reading - Water, Wastewater, and Waste Services - Proposed Utility Rate Adjustments and Municipal Code Revisions for Fiscal Year 2023-24 and Fiscal Year 2024-25

Contact: Devin Whittington 916-774-5783 dwhittington@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 7.21.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6659 AMENDING SECTIONS 9.12.030, 9.12.070, AND 9.12.090 OF CHAPTER 9.12, AND AMENDING SECTION 9.17.040 OF CHAPTER 9.17 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WASTE COLLECTION AND REFUSE HAULING AND RECYCLING; and adopt ORDINANCE NO. 6660 ROSEVILLE AMENDING SECTIONS 14.08.090 AND 14.08.100 OF CHAPTER 14.08, AMENDING SECTION 14.16.200 OF CHAPTER 14.16, AND AMENDING SECTION 14.17.080 OF CHAPTER 14.17, OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC UTILITIES, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

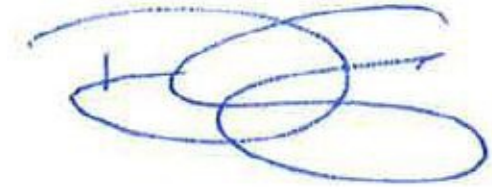
Goal A - Remain fiscally responsible in a changing world
Goal B - Support community engagement and advocacy
Goal C - Maintain a safe and healthy community
Goal D - Enhance economic vitality

Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Devin Whittington, Environmental Utilities Assistant Director

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6659

Ordinance 6660

ORDINANCE NO. 6659

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 9.12.030, 9.12.070, AND 9.12.090 OF CHAPTER 9.12, AND AMENDING SECTION 9.17.040 OF CHAPTER 9.17 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WASTE COLLECTION AND REFUSE HAULING AND RECYCLING

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 9.12.030 of Chapter 9.12 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

9.12.30 Organic waste generator requirements.

A. Single-family organic waste generators shall comply with the following requirements:

1. Subscribe to and maintain organic waste collection services for all organic waste. The city shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. Single-family organic waste generators shall adjust service level for their collection services as requested by the city. Generators may additionally manage their organic waste by preventing or reducing their organic waste, managing organic waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c).

2. Participate in the city's organic waste collection service(s) by placing source separated organic waste in the container identified and designated for source separated organic waste and placing all other materials in the container identified and designated for such materials.

3. Place containers as follows:

a. Residences Having Street Frontage Only. Containers must be placed for collection at curbside in front of residence. The wheels of the container will be placed in the gutter with the handle facing the residence. Containers will be at least six feet from any obstruction such as automobiles, trailers, motor homes, fences, lampposts, portable basketball hoops, mailboxes, or other automated containers. Containers are not to block pedestrian access.

b. Residences with Alley Access. Containers must be placed for collection on private property adjacent to the alley property line, with direct access from the alley. The base of the container will be placed on a stable, level surface with the handle facing the residence. Containers will be at least six feet from any obstructions such as automobiles, trailers, motor homes, fences, portable basketball hoops, lampposts, mailboxes, or other automated containers.

c. All containers must be at curbside by 6:00 a.m. on scheduled collection days, holidays included. Collection trucks will come back for containers that are put out after truck has passed a residence upon payment of an extra pick-up service charge.

B. Generators that are commercial businesses, including multifamily residential dwellings shall comply with the following requirements:

1. Subscribe to and maintain organic waste collection services for all organic waste. The city shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. Commercial business organic waste generators shall adjust service level for their collection services as requested by the city. Generators may additionally manage their organic waste by preventing or reducing their organic waste, managing organic waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c).

2. Participate in the city's organic waste collection service(s) by placing source separated organic waste in the container identified and designated for source separated organic waste and placing all other materials in the container identified and designated for such materials.

3. Supply and allow access to adequate number, size and location of collection containers with labels or colors sufficient for employees, contractors, tenants, and customers, in compliance with the city's collection service requirements.

4. Excluding multifamily residential dwellings, commercial businesses shall provide containers for the collection of source separated organic waste and garbage in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Furthermore, the commercial businesses shall place containers in such place as shall be convenient to the city for removal of organic waste and garbage. Storage of other equipment or material will not be allowed.

5. Excluding multifamily residential dwellings, containers provided by commercial businesses shall have either:

a. A body or lid that conforms with the container colors provided through the collection service provided by the city, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A commercial business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of this subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container.

C. Generators that are commercial businesses, excluding multifamily residential dwellings shall:

1. To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the city's collection service.
2. Periodically inspect all containers for contamination and inform employees if containers are contaminated and of the requirements to keep prohibited container contaminants out of those containers pursuant to the Act.
3. Annually provide information to employees, contractors, tenants, and customers about organic waste proper sorting and recovery requirements.
4. Nothing in this section prohibits a generator subject to these provisions from preventing or reducing waste generation or managing organic waste on site.
5. Commercial businesses that are tier one or tier two commercial edible food generators shall comply with food recovery requirements, pursuant to Section 9.12.110 of this chapter.

SECTION 2. Section 9.12.070 of Chapter 9.12 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

9.12.70 Container requirements.

A. Residential. Place containers as follows:

1. Residences Having Street Frontage Only. Containers must be placed for collection at curbside in front of residence. The wheels of the container will be placed in the gutter with the handle facing the residence. Containers will be at least six feet from any obstruction such as automobiles, trailers, motor homes, fences, lampposts, portable basketball hoops, mailboxes, or other automated containers. Containers are not to block pedestrian access.
2. Residences with Alley Access. Containers must be placed for collection on private property adjacent to the alley property line, with direct access from the alley. The base of the container will be placed on a stable, level surface with the handle facing the residence. Containers will be at least six feet from any obstructions such as automobiles, trailers, motor homes, fences, portable basketball hoops, lampposts, mailboxes, or other automated containers.
3. All containers must be at curbside by 6:00 a.m. on scheduled collection days, holidays included. Collection trucks will come back for containers that are put out after truck has passed a residence upon payment of an extra pick-up service charge.

B. Commercial placement.

Garbage receptacles at places of business shall be located in such place as shall be convenient to the city for removal of garbage. City-approved trash enclosures are to be used for refuse removal equipment only. Storage of other equipment or material will not be allowed.

C. Container Type. The environmental utilities director or his or her designee shall determine the size and specifications of all containers used for the purposes of collection under this chapter.

SECTION 3. Section 9.12.090 of Chapter 9.12 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

9.12.90 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 rate. 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. Automated Container Service. Each premises shall be assigned city-owned containers. Containers will be serviced by automated collection. All garbage and source separated organic waste for collection must be contained within the container(s) designated for such materials with the lid closed and must fall freely from container when dumped. Each such premises shall be provided collection regularly, as determined by the environmental utilities director or his or her designee.

3. For collection of additional containers beyond those covered by the fixed minimum rates established in this chapter, the collection charge shall be that identified in this section.

4. Return Trip Services.

- a. Extra Pickup. ____ An additional or “extra” pickup may be requested beyond the minimum service required by this chapter. Each such additional or extra pickup shall be subject to a fixed fee.
- b. Out Late. Return service for containers placed out late may be requested. Each “out late” pickup shall be subject to a fixed fee.
- c. Missed Pickup. A “missed” container must be reported within 48 hours of collection day or an “out late” charge shall be applied to the account.

5. Rates for Residential Collection. Effective July 1, 2021, and July 1, 2022, the residential rates on billings shall be as follows:

Residential Refuse Service	Effective 7/1/2021	Effective 7/1/2022
Fixed refuse monthly charge (one trash container and one source separated organics waste (green	\$31.06	\$36.05

Residential Refuse Service	Effective 7/1/2021	Effective 7/1/2022
waste) container as identified in Section <u>9.12.090(A)(2)</u>)		
Each additional mixed waste container	\$21.24	\$24.65
Each additional source separated organic waste (green waste) container	\$11.28	\$13.10
Additional pickup of a mixed waste container (also “out late” fee) (also source separated organic waste (green waste) container emptied as trash due to contamination)	\$20.30	\$23.56
Additional pickup of a source separated organic waste (green waste) container (also “out late” fee)	\$14.92	\$17.32
Move in box pick-up	\$109.77	\$127.39
Temporary dumpster delivery and removal (6 yards only)	\$152.19	\$176.65
Source separated organic waste contamination fee	\$30.36	\$35.24
Residential return trip fee (applied when service is requested but container is inaccessible)	\$30.36	\$35.24
Container exchange (customer requested in excess of 1x per 12 months)	\$30.36	\$35.24
Container exchange (due to misuse—melted or damaged beyond reuse)	\$90.70	\$105.26

B. Commercial.

1. A landlord, property owner, property manager or management company of a commercial business that has a commercial dumpster shall pay to the city, or its authorized agent, a fixed charge as set forth by the city council as a refuse rate. Monthly charges will be applied to a single account per service. Such rates and fees are based upon a minimum 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.

The Environmental Utilities Director may at his discretion consolidate billing accounts where service costs are being split by two or more landlords, property owners, property managers or management companies.

2. Commercial frontloader, rearloader, roll-off, and automated container services are provided by the city.

An additional or extra pick up may be requested beyond the minimum service required by this chapter. Each such additional or extra pick up shall be subject to a fixed fee.

Temporary commercial collection 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 business 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 subsection (B)(5), Rates for Commercial Collection.

3. Multifamily residential dwellings will not be required to recycle food waste, but will need to provide proof to the city that other source separated organic waste 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 collect all source separated organic waste, unless a commercial business had collection services in place before September 28, 2014, the date AB 1826 was approved. Any commercial business with a collection contract in effect before this date can continue with providers until the contract expires. Once the contract expires the commercial business will default to city collection service as provided for in this chapter.

4. 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.

5. Rates for Commercial Collection. Effective July 1, 2021, and July 1, 2022, the commercial rates on billings shall be as follows:

	Effective 7/1/2021	Effective 7/1/2022
Frontloader and Rearloader Commercial Services*		
Waste service minimum monthly charge	\$34.83	\$40.42
Automated container commercial service (per container, where available; organic waste service -see Organics Rate Section 9.12.090 E.)	\$31.06	\$36.05
Streetscape and LLD containers*	\$10.25	\$11.90

Frontloader and Rearloader Commercial Services*	Effective 7/1/2021	Effective 7/1/2022
Hand pickup service* (up to three 30-gallon cans or six bags per week, where available)	\$34.83	\$40.42
Frontloader and rearloader* trash dumpster per yard charge	\$12.74	\$14.79
Frontloader and rearloader* trash compactor per yard charge	\$22.96	\$26.65
Frontloader cardboard dumpster and compactor per yard charge	\$3.91	\$4.54
Commercial bin assistance (per occurrence)	\$54.86	\$63.67
Recyclable material contamination fee (applied after third notification)	\$30.36	\$35.24
Lock delivery or replacement (per occurrence)	\$18.22	\$21.15
Lock service – (per container, per month)	\$12.15	\$14.10
Push/pull charges (per container, per month)	\$18.22	\$21.15
Extra pickup charge (percentage of monthly base rate plus return trip charge)	25%	25%
Exchange bin (for dirty bin in excess of 1x per 12 months)	\$91.08	\$105.70
Commercial return trip fee (applied when service is requested but container is inaccessible; also used to calculate commercial extra pickups)	\$30.36	\$35.24
Emergency after-hours service fee (per service)	\$196.06	\$227.53
Commercial standby fee (per 15 minutes when asked by onsite customer to wait)	\$72.86	\$84.56

* A premium of 25% will be added to all rearloader services.

Roll-Off Commercial Open Top and Compactor Services	Effective 7/1/2021	Effective 7/1/2022
Minimum charge per haul (base rate) without tonnage* (all sizes and material)	\$379.39	\$440.28
Pleasant Grove Wastewater Treatment Plant sludge-hauling fee (per bin)	\$267.12	\$309.99
Roll-off tonnage fees (tipping fees)	Pass-through rates apply*	
Compactor cleaning service (hauling charges also apply)	\$512.68	\$594.96
Return trip fee (scheduled bin not ready for haul, customer requests return later on same day – per occurrence)	\$36.43	\$42.28
Roll-off relocation fee (no haul – per occurrence)	\$60.72	\$70.47

* 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 and Roll-Off Fees	Effective 7/1/2021	Effective 7/1/2022
Frontloader and rearloader temporary dumpster delivery and removal fee	\$75.75	\$87.91
Frontloader and rearloader temporary dumpster per yard fee (plus trip fee for extra pickups)	\$12.74	\$14.79
Frontloader and rearloader temporary dumpster rental fee per week	\$72.11	\$83.69
Roll-off temporary dumpster hauling fee*	\$379.39	\$440.28
Roll-off temporary dumpster rental fee per week	\$130.94	\$151.96

* 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.

C. 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 7/1/2021	Cost per 1,000 square feet of building area or per dwelling unit Effective 7/1/2022	
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)	\$34.83	\$40.42	
Tier 1: Cost per 1,000 square feet of building area or per dwelling unit	\$7.28	\$8.45	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	\$29.34	\$34.05	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	\$61.98	\$71.93	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).

D. 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 7/1/2021	Effective 7/1/2022
Tier 1	\$0.00	\$0.00
Tier 2	\$99.50	\$115.47
Tier 3	\$198.92	\$230.85

E. Rates for Commercial Organic Waste Collection. Effective July 1, 2021 and July 1, 2022, the commercial organic waste collection rates on billings shall be as follows:

Organic Waste Collection Rates	Minimum Monthly Charge (Effective 7/1/2021)	Minimum Monthly Charge (Effective 7/1/2022)
0-2 yards	\$99.50	\$115.47
0-4 yards	\$198.92	\$230.85
5 yards	\$248.66	\$288.57
6 yards	\$298.34	\$346.22
7 yards	\$348.22	\$404.10
8 yards	\$397.83	\$461.68
9 yards	\$447.52	\$519.34
10 yards	\$497.24	\$577.04
11 yards	\$547.12	\$634.92
12 yards	\$596.68	\$692.44
Additional empty of organics container	\$74.62	\$86.60
Empty of contaminated organics container	\$99.50	\$115.47

Effective October 1, 2023, the commercial organic waste collection rates on billings shall be as follows:

Monthly Organics Cost Effective October 1, 2023					
On-Site Containers	Service 1x Weekly	Service 2x Weekly	Service 3x Weekly	Service 4x Weekly	Service 5x Weekly
1st 65-Gallon Can	\$48.30	\$96.60	\$144.90	\$193.20	\$241.50
Each Additional 65-Gallon Can	\$24.38	\$48.76	\$73.14	\$97.52	\$121.90
1st 2-Cubic Yard Bin	\$114.73	\$229.46	\$344.19	\$458.92	\$573.65
Each Additional 2-Cubic Yard Bin	\$90.82	\$181.64	\$272.46	\$363.28	\$454.10

SECTION 4. Section 9.17.040 of Chapter 9.17 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

9.17.040 Franchise term and franchise fee.

A franchise for refuse hauling shall be for a term of two years. In addition to a franchise application fee, each franchise shall be required to pay a franchise fee of six dollars and eighty-eight cents to the city for every ton of refuse collected and disposed of within the city. The franchise fee set forth in this section may be amended from time to time by resolution of the city council. The franchise fee shall be assessed based on the monthly reports required in Section 9.17.080, and shall be paid monthly by the franchisee.

A franchise may be renewed for one or more additional periods aggregating not more than two years, upon the recommendation of the director. Any person holding a franchise for refuse hauling shall obtain, provide and continuously maintain a city business license, and shall obtain, provide and continuously maintain insurance pursuant to city insurance requirements as set forth in Section 9.17.110.

If franchise fees are not paid by the franchisee at the times required by this section, then in addition to the franchise fees, the franchisee shall pay a late payment charge in an amount equal to two percent of the franchise fee that is due, plus interest equal to one and one-half percent per month of the entire balance due until paid in full.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 6. 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:

ATTEST:

MAYOR

City Clerk

ORDINANCE NO. 6660

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 14.08.090 AND 14.08.100 OF CHAPTER 14.08, AMENDING SECTION 14.16.200 OF CHAPTER 14.16, AND AMENDING SECTION 14.17.080 OF CHAPTER 14.17, OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC UTILITIES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 14.08.090 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.90 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 1, 2023 and July 1, 2024, the monthly quantity rates on billings shall be as follows:

	Effective 7/1/2023	Effective 7/1/2024
Potable water usage (per cubic foot)	\$0.0159	\$0.0166
Recycled water usage (per cubic foot)	\$0.0105	\$0.0107

B. Monthly Service Charges. Effective July 1, 2023 and July 1, 2024, the monthly service charges on billings shall be as follows:

Meter Size (inches)	Peak Flow Rate (gallons per minute)	Effective 7/1/2023	Effective 7/1/2024
Up to 3/4	30	\$29.63	\$30.82
1	50	\$45.74	\$47.57
1-1/2	100	\$86.00	\$89.44
2	160	\$134.32	\$139.70
3	350	\$287.32	\$298.82
4	630	\$512.79	\$533.31

6	1300	\$1,052.31	\$1,094.41
8	2800	\$2,260.20	\$2,350.61
10	4200	\$3,387.56	\$3,523.07

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 2. 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 1, 2023, and July 1, 2024, the flat rates on billings shall be as follows:

Nonmetered or Flat Service Charges	Effective 7/1/2023	Effective 7/1/2024
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	\$48.97	\$50.93
Single-family lots 4,901 to 8,900 square feet	\$53.06	\$55.19
Single-family lots 8,901 to 12,000 square feet	\$60.31	\$62.73
Single-family lots 12,001 to 15,000 square feet	\$66.55	\$69.22

SECTION 3. 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 \$50.42 per sewer unit, effective on billings as of July 1, 2023, and \$53.45 per sewer unit, effective on billings as of July 1, 2024.

B. Commercial customers without a sewer meter that are not subject to a flat rate per Section 14.16.220 and are associated to their potable water usage (metered consumption) shall have a monthly per sewer unit charge (the same as in subsection A) and a quantity rate as follows:

	Effective 7/1/2023	Effective 7/1/2024
Monthly per sewer unit charge	\$50.42	\$53.45

Associated sewer consumption charge above 560 cubic feet of potable water usage	\$0.04696 per cubic foot	\$0.04978 per cubic foot
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C. Commercial customers with a cubic-foot sewer meter shall have a monthly per sewer unit charge (the same as in subsection A) and a quantity rate as follows:

	Effective 7/1/2023	Effective 7/1/2024
Monthly per sewer unit charge	\$50.42	\$53.45
Sewer consumption charge above 560 cubic feet	\$0.04696 per cubic foot	\$0.04978 per cubic foot

D. For commercial customers with a gallon sewer meter, the consumption rate will be based on the per cubic foot rate in subsection B and converted to a per gallon rate as follows:

Effective 7/1/2023: $\$0.04696 / 7.48 = \0.00628 per gallon.

Effective 7/1/2024: $\$0.04978 / 7.48 = \0.00665 per gallon.

Some commercial and industrial customers may require an additional surcharge per Section 14.16.220.

SECTION 4. Section 14.17.080 of Chapter 14.17 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.17.80 Fees and charges—Delinquency—Disconnection or termination.

A. All fees, charges, deposits or penalties provided for in this chapter, including recycled water charges, shall be in the amount set forth in Chapter 14.08 or as established by resolution adopted by the city council, as amended from time to time.

B. Payment by a customer for recycled water service shall be due and payable as specified in Chapter 14.04 for water service. If payment is not received in accordance with Chapter 14.04, then the recycled water service may be disconnected or terminated. In the event the city disconnects or terminates recycled water service pursuant to this section, then in addition to the payment due for recycled water, the customer shall pay any and all delinquent and reconnection charges for recycled water service as specified in Chapter 14.04 for water service.

C. Price of Recycled Water. Effective July 1, 2023, the price for recycled water sold, supplied, distributed or transported to customers of the city shall be at a rate or charge equal to the sum of 80 percent of the monthly service charge and 66 percent of the rate or charge which the city council may establish from time to time as set forth in Chapter 14.08 for potable water and which is in effect on the date of delivery of recycled water by the city to such customer.

Effective July 1, 2024, the price for recycled water will increase to the sum of 90 percent of the monthly service charge and 64.5 percent of the rate or charge for potable water.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 2728

File #: 0400-02 & 0321

Title: Second Reading - Zoning and Sign Ordinance Update
Contact: Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

Meeting Date: 5/17/2023

Item #: 7.22.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6661 AMENDING SECTION 17.04.090 OF CHAPTER 17.04, AND AMENDING SECTION 17.08.510 OF CHAPTER 17.08 OF TITLE 17 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SIGNS; and adopt ORDINANCE NO. 6662 AMENDING SECTIONS 19.08.080 AND 19.08.090 OF CHAPTER 19.08, AMENDING SECTION 19.12.020 OF CHAPTER 19.12, AMENDING SECTION 19.26.030 OF CHAPTER 19.26, AMENDING SECTIONS 19.28.020 AND 19.28.040 OF CHAPTER 19.28, AMENDING SECTIONS 19.60.030, 19.60.060, 19.60.070 AND 19.60.120 OF CHAPTER 19.60, AMENDING SECTION 19.74.010 OF CHAPTER 19.74, AND AMENDING SECTIONS 19.82.010 AND 19.82.040 OF CHAPTER 19.82 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ZONING, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

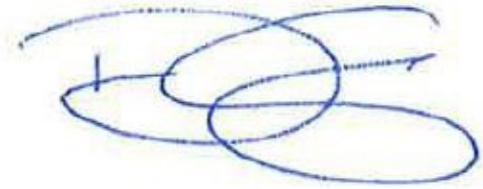
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Lauren Hocker, Senior Planner

Mike Isom, Development Services Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6661

Ordinance 6662

ORDINANCE NO. 6661

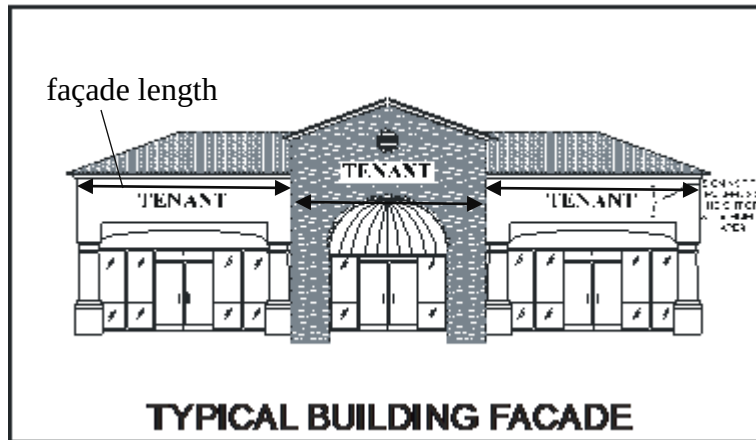
ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 17.04.090 OF CHAPTER 17.04, AND AMENDING SECTION 17.08.510 OF CHAPTER 17.08 OF TITLE 17 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SIGNS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 17.04.090 of Chapter 17.04 of Title 17 of the Roseville Municipal Code is hereby amended to read as follows:

17.04.090 Building façade.

“Building façade” means the exterior elevation of a building or individual use (whichever is applicable) which has the primary entrance for such building or use. For the purpose of sign regulations limiting sign length, the length of the building façade or tenant space means the length of a single, uninterrupted wall plane occupied by the tenant (see illustrative example below).



SECTION 2. Section 17.08.510 of Chapter 17.08 of Title 17 of the Roseville Municipal Code is hereby amended to read as follows:

17.08.510 Appeals from the decision of the director.

If a person is aggrieved by a decision of the director made pursuant to this title, a person may, within 10 calendar days of such decision, appeal the decision to the design committee upon the filing of a written appeal with the city clerk and the payment of a non-refundable fee as established by city council resolution. The design committee shall thereafter hold a public hearing regarding the appeal.

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

ORDINANCE NO. 6662

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 19.08.080 AND 19.08.090 OF CHAPTER 19.08, AMENDING SECTION 19.12.020 OF CHAPTER 19.12, AMENDING SECTION 19.26.030 OF CHAPTER 19.26, AMENDING SECTIONS 19.28.020 AND 19.28.040 OF CHAPTER 19.28, AMENDING SECTIONS 19.60.030, 19.60.060, 19.60.070 AND 19.60.120 OF CHAPTER 19.60, AMENDING SECTION 19.74.010 OF CHAPTER 19.74, AND AMENDING SECTIONS 19.82.010 AND 19.82.040 OF CHAPTER 19.82 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ZONING

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 Section 65852.2, 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 Section 18007 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. 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, but not more than one kitchen, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long-term basis. 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 functions 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 future point in time, which shall be no less than six months. (California Health and Safety Section 50675.2(h).)

SECTION 2. Section 19.08.090 of Chapter 19.08 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.08.090 Commercial use types.

Commercial use types include the distribution, sale and rental of goods, and the provision of services other than those classified as civic or industrial use types. Specific commercial use types referred to in this title are:

A. Adult-oriented businesses, include those uses specifically referred to in Chapters 9.11 and 19.32 of this Code and include any adult arcade, adult bookstore, adult cabaret, adult hotel/motel, adult motion picture theater, adult theater or modeling studio defined therein. Any reference in this Code to “adult business establishment” shall mean adult-oriented business, as provided herein.

B. Animal sales and services, includes establishments primarily engaged in animal-related sales and services. The following are animal sales and services use types:

1. Grooming and pet stores, includes grooming or selling of dogs, cats, and similar small animals with limited indoor boarding. Typical uses include dog bathing and clipping salons, pet grooming shops, and pet stores.

2. Kennels, includes indoor and outdoor kennel services for dogs, cats, and similar small animals. Typical uses include boarding kennels, pet hotels, and dog training centers.

3. Veterinary clinic, includes a fully enclosed veterinary facility containing only enough cage arrangements as necessary to provide services for small animals requiring acute medical or surgical care, as well as boarding and grooming.

4. Veterinary hospital, includes a veterinary facility conducted in an enclosed building and an outdoor space which provides long-term medical care, boarding and grooming.

C. Automotive and equipment, includes establishments primarily engaged in automotive-related or heavy equipment sales or services. The following are automotive and equipment use types:

1. Automotive body and equipment repair, includes automobile body repair and painting; repair of equipment such as aircraft, boats, recreational vehicles, and trucks; and the installation and servicing of tractor-trailer, semi-trucks and heavy construction equipment.

2. **Automotive rentals**, includes rental from the premises of automobiles, light trucks, and recreational vehicles. Typical uses include car rental agencies.
3. **Automotive repairs**, includes repair of automobiles and the sale, installation, and servicing of automobile equipment and parts completely within an enclosed building, but excluding body repair and painting. Typical uses include muffler shops, automobile repair garages, automobile glass shops, and minor services including oil change, tuneup/lube shops, tire installation, and stereo and car accessory installation.
4. **Automotive sales**, includes the sale, retail or wholesale, of automobiles, light trucks, boats, recreational vehicles, motorcycles, motor homes, and trailers together with associated enclosed repair services and parts sales, but excluding body repair and painting. Typical uses include automobile dealers and recreational vehicle sales agencies.
5. **Car wash and detailing**, includes washing and polishing of automobiles. Typical uses include automobile detailing services and car washes.
6. **Commercial parking**, includes parking of operable motor vehicles on a temporary basis within a privately owned off-street parking area with or without a fee. Typical uses include commercial parking lots and garages.
7. **Heavy equipment rental and sales**, includes rental and sales of heavy equipment such as aircraft, trucks, tractor-trailer, semi-trucks and heavy construction equipment.
8. **Fuel sales**, includes establishments primarily engaged in the retail sale, from the premises, of petroleum, natural gas, or other fuel products primarily for use by individual vehicles with the incidental sale of tires, batteries, and replacement items, lubricating services, or minor repair services and may include drive through car washes, convenience eating places and neighborhood commercial. Typical uses include automobile service stations, filling stations and neighborhood commercial uses with gas sales.
9. **Electric vehicle charging center**, includes establishments primarily engaged in the provision, from the premises, of charging for electric vehicles, with the incidental sale of tires, batteries, and replacement items, lubricating services, or minor repair services and may include drive through car washes, convenience eating places and neighborhood commercial. This definition does not include accessory use electric vehicle charging stations, which are individual electric vehicle charging stations located in parking lots on parcels which support residential, commercial, or employment uses as the primary use, and are principally permitted as an Accessory Use pursuant to Chapter 19.22.

D. Banks and financial services, includes financial institutions including: banks and trust companies; lending and thrift institutions, credit agencies; brokers and dealers in securities and commodity contracts; security and commodity exchanges; holding, (but not predominantly operating) companies; and other investment companies; vehicle finance leasing agencies. Automated teller machines (ATMs) located away from banks are included under the definition of “personal services.”

E. Bars and drinking places, includes establishments within a building where alcoholic beverages are sold for on-site consumption, that are not part of a restaurant. Includes bars,

taverns, pubs, brew pubs, wine bars and similar establishments where any food service is subordinate to the sale of alcoholic beverages. Dance floors are not permitted.

F. Broadcasting and recording studios, includes commercial and public communications uses including telegraph, telephone, radio and television broadcasting and receiving stations and studios, and television production and sound recording studios, with facilities entirely within buildings. Private transmission and receiving apparatus, such as towers, reflectors and antennas are included under the definition of “antennas, communications facilities.”

G. Building material stores, includes retail establishments selling lumber (which may include the cutting of precut lumber) and other large building materials, and also including paint, wallpaper, glass, fixtures, nursery stock, lawn and garden supplies (which may also be sold in hardware stores, included under the definition of “retail sales and services”). Includes all such stores selling to the general public, even if contractor sales account for a larger proportion of total sales.

H. Business support services, includes establishments within buildings, providing other businesses with services including maintenance, repair and service, testing, rental, etc., also includes:

1. Blueprinting;
2. Business equipment repair services (except vehicle repair, see “Automotive repair”);
3. Commercial art and design (production);
4. Computer-related services (rental, repair, maintenance);
5. Equipment rental businesses within buildings;
6. Film processing laboratories;
7. Mail advertising services (reproduction and shipping);
8. Outdoor advertising services;
9. Photocopying; and
10. Photo-finishing.

I. Commercial recreation, includes establishments primarily engaged in the provision of sports, entertainment, or recreation for participants or spectators. The following are commercial recreation use types:

1. **Amusement center,** includes public places of amusement or public places of business in which four or more coin-operated amusement devices are installed and includes any place open to the public, whether or not the primary use of the premises is devoted to the operation of such devices.

2. Indoor entertainment, includes predominantly spectator uses conducted within an enclosed building, excluding uses classified under adult oriented businesses. (See Chapter 19.32.) Typical uses include motion picture theaters, and live theater.

3. Indoor sports and recreation, includes predominantly participant sports and health activities conducted within an enclosed building. Typical uses include bowling alleys, billiard parlors, ice and roller skating rinks, indoor racquetball courts, soccer arenas, athletic clubs, and health clubs.

4. Outdoor entertainment, includes predominantly spectator uses conducted in open or partially enclosed or screened facilities. Typical uses include outdoor amphitheaters, concert halls and sports arenas, BMX tracks, racing facilities, drive in theaters, and zoos.

5. Outdoor sports and recreation, includes predominantly participant sports conducted in open or partially enclosed or screened facilities. Typical uses include amusement parks, driving ranges, miniature golf courses, golf courses, swimming pools, and tennis courts.

6. Residential recreation facilities, includes predominantly participant sports which are normally associated with a country club, or private residential community. Typical uses include country clubs, racquet clubs, golf courses, swimming pools, tennis courts, and other secondary uses including restaurants, and retail sales.

7. Large amusement complexes, includes a theme park or similar complex open to the public which exceeds 100,000 square feet and which:

a. Includes outdoor amusement attractions such as mechanized or carnival-type rides or water slides; and

b. Meets any two of the following three criteria:

i. The complex has a maximum daily capacity of more than 500 users per day,

ii. The complex is required to provide off-street parking for more than 200 vehicles, or

iii. The complex operates during any part of the year during the hours after 6:00 p.m. This does not apply to publicly owned or operated parks or facilities.

J. Community care facility, includes any facility serving as a residence where non-medical care is provided on a 24-hour basis with central or private kitchen facilities, dining, recreational and other facilities. Typical uses include assisted living facilities and facilities licensed by the State Department of Social Services. Does not include long-term care facilities.

K. Day care centers, includes commercial or non-profit facilities that provide care, protection and supervision of 13 or more minor children or adults in need of assistance for periods of less than 24 hours per day, typically while parents or family are working, and/or before or after daily attendance at an elementary school, as defined by Chapter 3.6 of the Health and Safety Code, commencing with Section 1597.30 includes preschools.

L. Eating and drinking establishments, includes establishments primarily engaged in the sale of prepared food and beverages for on-premises consumption, but excludes those uses classified under “bars and drinking places” and “nightclubs.” An eating and drinking establishment that provides amplified live or recorded music and that provides space(s) for dancing or hold public dances under Municipal Code Chapter 9.45 shall be considered a nightclub per subsection U of this section. Eating and drinking establishment use types include:

- 1. Fast food with drive-through,** includes establishments primarily engaged in the preparation and retail sale of food and beverages at a walk up counter and at a drive through window, and may include seating.
- 2. Convenience,** includes establishments primarily engaged in the preparation and retail sale of food and beverages, at a walk up counter and which does not include a drive through or provide for ordering at the tables, if any. Typical uses include pizza parlors, ice cream parlors, and sandwich shops.
- 3. Full service,** includes establishments primarily engaged in the preparation and retail sale of food and beverages, where food is ordered and served at a table, and which may include sales of alcoholic beverages as an accessory or secondary service. Fixed seating or tables and chairs are provided for the seating of each patron or customer at all times. Typical uses include full service restaurants.

M. Food and beverage retail sales, includes establishments primarily engaged in the retail sale of food and beverages for home consumption. Typical uses include groceries, liquor stores, and delicatessens.

N. Funeral and interment services, includes establishments primarily engaged in the provision of services involving the care, preparation, or disposition of human remains other than in cemeteries.

O. Lodging services, includes establishments primarily engaged in the provision of commercial lodging on a less than monthly basis to the general public. Lodging services includes incidental food, drink, and other sales and services intended for the convenience of guests. Typical uses include hotels, motels, and bed-and-breakfasts.

P. Long term care facility, includes an institution or a portion of an institution that is licensed or approved to provide health care under medical supervision for 24 or more consecutive hours as defined by [Health and Safety Code](#) Section 1267.16, as may be amended from time to time. Typical uses include extended care facilities, intermediate care facilities, skilled nursing facilities, hospices and other facilities licensed by the State Department of Health Services..

Q. Maintenance and repair, includes all uses that provide maintenance and repair services for furniture, appliances and equipment normally used within a building. Typical uses include sewing machine and appliance repair.

R. Medical services, includes establishments primarily engaged in the provision of personal health services on an outpatient basis ranging from prevention, diagnosis and treatment, or rehabilitation services provided by physicians, dentists, nurses, and other health personnel as

well as the provision of medical testing and analysis-services, but excludes uses classified under any civic use type. Medical services use types include:

1. **General**, includes the range of medical services described above. Typical uses include individual medical and dental offices, dental and medical laboratories, health maintenance organizations, substance abuse treatment clinics, immediate care facilities and offices for physical therapists, chiropractors, and acupuncturists.
2. **Low traffic generating**, includes medical services with a low patient frequency or longer than average patient appointment time which creates a lower parking demand. Typical uses include dialysis clinics and imaging services.
3. **Medical campus/medical office building (MOB)**, includes a cluster of buildings or a singular building that provides a range of outpatient services such as medical offices, dental or medical laboratories, imaging, physical therapists, and pharmacy services, with a range of parking demands.

S. Neighborhood commercial, includes establishments primarily engaged in the provision of frequently or recurrently needed small personal items or services for residents within a reasonable walking distance. These uses are compatible with residential development due to low traffic and noise generation and include various retail sales and personal services of an appropriate size and scale to meet the above criteria. Typical uses include neighborhood grocery stores, drug stores, beauty salons, and offices, but do not include drive-through restaurants, bars and drinking places, or liquor stores.

T. Nightclubs, includes establishments or places of entertainment within a building, open primarily at night, usually but not necessarily serving alcohol, and providing floor space for amplified live or recorded music, or having spaces for “public dances” as per Chapter 9.45 of the Roseville Municipal Code. Fixed seating or chairs are not provided for the seating of each patron or customer. Meals or refreshments may be served and an admission may be charged. Excludes uses classified under this section as commercial use types as “eating or drinking establishments,” “commercial recreation,” and Chapter 19.32, “Adult Oriented Businesses.” Additional requirements are contained in Chapter 19.49.

U. Nursery, retail, includes establishments primarily engaged in the sale of nursery goods, landscaping materials, chips, rocks, sand, soil and merchandise. This use type is typically conducted primarily outdoors. The sale of nursery goods, landscaping materials, chips, rocks, sand, soil and merchandise indoors is permitted under retail sales and services.

V. Offices, professional, includes professional or government offices including:

1. Accounting, auditing and bookkeeping services;
2. Advertising agencies;
3. Architectural, engineering, interior design, and surveying services;
4. Attorneys;
5. Call and telemarketing centers;

6. Computer software designers;
7. Court reporting services;
8. Data processing and computer services;
9. Detective agencies and similar services;
10. Secretarial and word processing services;
11. Government offices including agency and administrative office facilities;
12. Insurance agencies;
13. Management, public relations and consulting services;
14. Real estate agencies; and
15. Writers, photographers and artists offices outside the home.

W. Personal services, includes establishments primarily engaged in the provision of personal improvement or appearance, and similar non-business related or non-professional services, but excludes services classified under other use types. Typical uses include barber shops, beauty salons, tailors, shoe repair shops, massage therapist, tattoo studios, tutoring services, and dry cleaning pick up stations.

X. Retail sales and services, includes establishments primarily engaged in the sale of goods and merchandise, but excludes those classified under animal sales and services, automotive and equipment, business support services, building materials stores, neighborhood commercial, food and beverage retail sales, and gasoline sales. Typical uses include:

1. Auto parts;
2. Bakeries, retail;
3. Bicycle sales;
4. Department stores;
5. Drug and discount stores;
6. Furniture stores;
7. Hardware;
8. Orthopedic supplies;
9. Photography studios;
10. Self-service laundries/dry cleaning stores; and
11. Sporting goods and equipment.

Y. Specialized education and training, includes private establishments providing training or educational programs. Typical uses include:

- 1. Vocational schools**, includes businesses, secretarial schools and vocational schools offering specialized trade and commercial courses and establishments furnishing educational courses by mail or online. Facilities, institutions and conference centers are included that offer specialized programs in personal growth and development (including fitness, environmental awareness, arts, communications, and management, as examples).
- 2. Specialty schools**, includes specialized non-degree granting schools such as: music schools; dramatic schools; language schools; driver education schools; martial arts studios; ballet and other dance studios.

Z. Storage, personal storage facility, includes a structure or group of structures containing generally small, individual, compartmentalized stalls or lockers rented as individual storage spaces. This use type does not include the outdoor storage of boats, cars, recreational vehicles, or equipment, and does not include the rental of trucks or other equipment. (Also see Chapter 19.54.)

SECTION 3. Section 19.12.020 of Chapter 19.12 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.12.020 Permitted use types.

Primary uses are permitted in commercial zones subject to the requirements of this title as designated below:

- A.** Principally permitted use, designated as “P”;
- B.** Conditionally permitted use, designated as “CUP”; and
- C.** Administratively permitted use, designated as “A.”

Refer to the Downtown Code for permitted uses within the CBD and HD zones.

COMMERCIAL ZONE DISTRICTS PERMITTED USES

	BP	NC	CC	GC	HC	RC	CMU
AGRICULTURAL AND OPEN SPACE USE TYPES							
Resource Protection and Restoration	CUP	CUP	CUP	CUP	CUP	CUP	P
Resource Related Recreation	P	P	P	P	P	CUP	P
CIVIC USE TYPES							

	BP	NC	CC	GC	HC	RC	CMU
Community Assembly	CUP	P	P	P	-	-	P
Community Services	P	CUP	P	P	P	P	P
Essential Services	P	P	P	P	P	P	P
Hospital Services							
General Hospital Services	-	-	CUP	CUP	-	-	P
Psychiatric Hospital Services	-	-	CUP	CUP	-	-	P
Libraries and Museums, Private	-	CUP	P	P	P	P	-
Public Parking Services	P	P	P	P	P	P	P
Schools							
College and University	A	-	P	P	-	P	P
Public/Private Elementary and Secondary	-	CUP	CUP	CUP	-	-	P
Social Services							
Emergency Shelter ⁽⁵⁾	-	-	-	CUP	CUP	-	CUP
Food Distribution ⁽³⁾	-	-	-	A/CUP	A/CUP P	-	A/CUP
Food Service ⁽⁴⁾	-	-	-	A/CUP	A/CUP P	-	A/CUP
Power Generating Facilities ⁽⁹⁾							
Emergency	A	A	A	A	A	A	A
Supplemental/Individual Use	CUP	CUP	CUP	CUP	CUP	CUP	CUP

	BP	NC	CC	GC	HC	RC	CMU
Passive Power	P	P	P	P	P	P	P
RESIDENTIAL USE TYPES							
Accessory Dwelling Units ⁽¹¹⁾	-	P	P	P	P	-	P
Caretaker/Employee Housing	-	CUP	CUP	CUP	CUP	CUP	P
Community Care Facilities, Small	P	P	P	P	-	P	P
Community Care Facilities, Large	CUP	CUP	CUP	CUP	-	CUP	P
Dwelling ⁽¹⁰⁾							
Multi-Family ⁽¹³⁾	-	CUP/A	CUP/A	-	-	-	P
Single-Family ⁽¹⁴⁾	-	CUP	CUP	CUP	CUP	-	P
Two-Family ⁽¹⁴⁾	-	CUP	CUP	CUP	CUP	-	P
Family Day Care Home, Small	P	P	P	P	-	P	P
Family Day Care Home, Large	-	CUP	CUP	CUP	-	-	P
Single Room Occupant	-	-	-	-	-	-	CUP
Low-Barrier Navigation Centers	-	-	-	-	-	-	P
COMMERCIAL USE TYPES							
Adult Oriented Businesses ⁽²⁾	-	-	-	P	-	P	P
Animal Sales and Service							
Grooming and Pet Stores	-	P	P	P	-	P	P
Kennels	-	-	-	CUP	CUP	CUP	P

	BP	NC	CC	GC	HC	RC	CMU
Veterinary Clinic	-	CUP	P	P	-	-	P
Veterinary Hospital	-	-	CUP	CUP	-	-	P
Automotive and Equipment							
Automotive Body and Equipment Repair	-	-	-	CUP	-	CUP	CUP
Automotive Rentals	-	-	-	P	P	P	P
Automotive Repairs	-	-	CUP	P	P	P	P
Automotive Sales	-	-	CUP	P	-	P	P
Car Wash and Detailing	-	-	CUP	P	-	P	P
Commercial Parking	P	-	-	P	P	-	P
Fuel Sales ⁽¹²⁾	CUP	P/CUP	P/CUP	P/CUP	P/CUP P	P/CUP	P/CUP
Electric Vehicle Charging Center ⁽¹²⁾	CUP	P/CUP	P/CUP	P/CUP	P/CUP P	P/CUP	P/CUP
Heavy Equipment Rental and Sales	-	-	-	P	-	P	P
Banks and Financial Services	P	P	P	P	-	P	P
Bars and Drinking Places	-	-	P	P	-	P	P
Broadcasting and Recording Studios	P	-	-	P	-	-	P
Building Material Stores	-	-	CUP	P	-	P	P
Business Support Services	P	-	P	P	-	-	P

	BP	NC	CC	GC	HC	RC	CMU
Commercial Recreation							
Amusement Center	-	CUP	P	P	-	P	P
Indoor Entertainment	-	-	P	P	-	P	P
Indoor Sports and Recreation	-	-	P	P	-	P	P
Large Amusement Complexes	-	-	-	CUP	CUP	P	P
Outdoor Entertainment	-	-	-	CUP	-	CUP	P
Outdoor Sports and Recreation	-	-	-	P	CUP	P	P
Community Care Facility	P	P	P	P	-	-	P
Day Care Center	P	P	P	P	-	P	P
Eating and Drinking Establishments							
Fast Food with Drive-Through ⁽¹²⁾	-	-	P/CUP	P/CUP	P/CUP P	P/CUP	P/CUP
Convenience	P	P	P	P	P	P	P
Full Service	P	P	P	P	P	P	P
Food and Beverage Retail Sales	-	-	P	P	-	-	P
Funeral and Interment Services	-	-	P	P	-	-	P
Lodging Services	-	-	P	P	P	P	P
Long Term Care Facility	CUP	CUP	P	P	-	-	P
Maintenance and Repair	-	P	P	P	-	-	P
Medical Services,	P	P	P	P	P	P	P

	BP	NC	CC	GC	HC	RC	CMU
General							
Neighborhood Commercial	P	P	-	-	-	-	P
Nightclubs ⁽⁶⁾	-	-	CUP	CUP	-	CUP	CUP
Nursery, Retail	-	-	-	P	-	P	P
Offices, Professional	P	P	P	P	-	P	P
Personal Services	P	P	P	P	P	P	P
Retail Sales and Services	-	-	P	P	P	P	P
Specialized Education and Training							
Vocational Schools	-	-	P	P	-	-	P
Specialty Schools	-	CUP	P	P	-	P	P
Storage, Personal Storage Facility	-	-	CUP	P	-	-	P
INDUSTRIAL USE TYPES							
Laundries, Commercial	-	-	CUP	CUP	-	-	P
Printing and Publishing	-	-	-	CUP	-	-	P
Research Services	-	-	-	P	-	-	P
Wholesaling and Distribution, Light	-	-	-	P	-	-	P
TRANSPORTATION AND COMMUNICATION USE TYPES							
Heliport	CUP	CUP	CUP	CUP	CUP	CUP	P
Intermodal Facilities ⁽⁸⁾	CUP	CUP	CUP	CUP	CUP	CUP	P
Telecommunication Facilities ⁽⁷⁾	P/A/CU P	P/A/CU P	P/A/CU P	P/A/CU P	P/A/CU P	P/A/CU P	P/A/CU P

Notes:

- (1) Reserved.
- (2) Additional requirements are contained in Chapter 19.32.
- (3) Additional requirements are contained in Chapter 19.40.
- (4) Additional requirements are contained in Chapter 19.39.
- (5) Additional requirements are contained in Chapter 19.38.
- (6) Additional requirements are contained in Chapter 19.49.
- (7) Additional requirements are contained in Chapter 19.34.
- (8) Additional requirements are contained in Chapter 19.36.
- (9) Additional requirements are contained in Chapter 19.55.
- (10) Transitional housing and supportive housing are considered residential use types and are permitted (P) where residential uses are permitted (P) or conditionally permitted (CUP).
- (11) Accessory dwelling /junior accessory dwelling units are only permitted within areas zoned to allow single-family, two-family or multi-family residential use and must be located on a lot that contains an existing or proposed single-family, two-family or multi-family dwelling unit which has an approved CUP as defined in Sections 19.08.080(F)(1) and (F)(2) (Residential Use Types). See Chapter 19.60 for additional accessory dwelling/junior accessory dwelling unit regulations.
- (12) A conditional use permit is required for fast food with drive through establishments, fuel sales establishments, or electric vehicle charging centers contiguous to: (a) properties with a residential zoning designation; (b) parcels designated as a public utilities easement or landscape easement which are contiguous to a property having a residential zoning designation; and (c) any other parcel of land upon which a building cannot be developed and which separates the subject parcel by less than 100 feet which is contiguous to a property having a residential zoning designation. A conditional use permit is not required for these uses if the subject parcel is separated from properties with a residential zoning designation by a public roadway.
- (13) Multi-family uses are permitted with an Administrative Permit in the NC and CC zone districts when the housing development is constructed on or adjacent to a site occupied by a non-profit organization, and a non-profit organization will offer supportive services to the proposed residents. Examples of supportive services include transportation, child care, education assistance, and the provision of clothing and other supplies.
- (14) For sites within a specific plan, residential units are only permitted with a CUP if the specific plan has allocated units to the site. If no units are allocated or if fewer units are allocated than are proposed, a unit transfer or specific plan Amendment is required in addition to the CUP.

SECTION 4. Section 19.26.030 of Chapter 19.26 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.26.030 Parking space requirements by use type.

The number of off-street parking spaces required for the land uses identified by Article II (Zoning Districts and Permitted Uses) shall be as provided by this section, except where parking requirements are established by Article IV (Special Area and Specific Use Requirements) for a particular use.

A. Number of Spaces Required. The number of off-street parking spaces required for new uses shall be based upon the use type, listed below.

1. Terms Used in Tables. The following terms are used throughout the tables and are defined below:

“Square feet” means the total gross building/tenant space area;

“Use area” means the total of gross building/tenant space area plus the gross area of any outdoor/storage/activity.

2. Civic use types shall provide off-street parking spaces as follows:

CIVIC USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Community Assembly	
Places of Worship ⁽¹⁾	1 per 3 fixed seats or 1:50 sq. ft. for non-fixed seats in the assembly area, plus 1 per classroom
Club, Lodges, Meeting Halls	1 per 3 fixed seats or 1:50 sq. ft. for non-fixed seats in the assembly area
Public Community Facilities	As determined as part of the design review approval
Community Services	As determined as part of the design review approval
Essential Services	None
Hospital Services	
General Hospital Services	1 per doctor, plus 1 per 3 employees for the largest shift, plus 1 per 3 beds
Psychiatric Hospital Services	1 per doctor, plus 1 per 3 employees for the largest shift, plus 1 per 3 beds
Intensive Public Facilities	As determined as part of the design review approval
Libraries and Museums, Private	1 per 400 sq. ft.
Public Parking Services	As determined as part of the design review approval

CIVIC USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Schools	
College and Universities	As determined as part of the design review approval
Public/Private Elementary, Middle and Junior High	2 per classroom, plus 60 lineal feet of loading area for every 100 students
High Schools	1 per classroom, plus 1 per every 4 students, plus 60 lineal feet of loading area for every 200 students
Social Services	
Emergency Shelter	1 per staff member
Food Distribution	1 per employee, plus 1 per every 500 sq. ft. of floor area
Food Service Facility	1 per employee, plus 1 per every 4 seats within facility

Notes:

(1) A 50% reduction in required religious-use parking spaces is permitted by-right in conjunction with a housing development project proposed on property owned, controlled, and operated by a religious institution, and which is used for the purpose of regular assembly by members of the institution. (Refer to Government Code Section 65913.6, as may be amended from time to time.)

3. Residential use types shall provide off-street parking spaces as follows:

RESIDENTIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Accessory Dwelling Units	
Studios	None
1+ Bedrooms	1 per dwelling. For exceptions, see Chapter 19.60 (Accessory Dwelling Units)
Caretaker/Employee Housing	2 per dwelling
Community Care Facility, Small	2 per dwelling
Community Care Facility, Large	2 per dwelling plus 0.5 per sleeping room (a maximum of 2 spaces may be located within the front setback)

Dwelling	
Multi-Family	
Studio	1.5 per unit, plus guest parking (see below)
1 Bedroom	1.5 per unit, plus guest parking (see below)
2+ Bedrooms	2 per unit, plus guest parking (see below)
Senior Citizen Apartments	1 per unit, plus guest parking (see below)
Guest Parking	Projects with 10 or more dwelling units shall provide 1 additional space for each 10 dwelling units or portion thereof
Single-Family and Two-Family	2 per dwelling
Mobile Home Park	2 per dwelling unit plus 1 guest space for each 10 dwelling units or portion thereof
Rooming and Boarding Houses	2 per dwelling plus 0.5 per sleeping room (a maximum of 2 spaces may be located within the front setback)

4. Commercial use types shall provide off-street parking spaces as follows, but no fewer than four spaces for each separate commercial use or tenant:

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Adult Business Establishments	1 per 300 sq. ft.
Animal Sales and Service	
Grooming and Pet Stores	1 per 300 sq. ft.
Kennels	Minimum 10 spaces
Veterinary Clinic	1 per 150 sq. ft.
Veterinary Hospital	1 per 150 sq. ft.
Automotive and Equipment	

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Automotive Rentals	1 per 300 sq. ft. of office plus 1 per 1,000 sq. ft. of fleet or vehicle storage area
Automotive Repairs	1 per 400 sq. ft. plus 1 per bay plus 1 for every company vehicle
Automotive Sales	1 per 1,000 sq. ft. of indoor and outdoor display area
Car Wash and Detailing	
Full Service	10 spaces or 3 times internal washing capacity, whichever is greater; additional parking required for drying or vacuum areas and 100 lineal feet for stacking
Self-Service	4 spaces; additional parking required for drying or vacuum areas and 20 lineal feet in front of each bay for stacking
Automatic Car Wash Service	1 space per drying and vacuum areas plus 100 linear feet in front of car wash for stacking
Commercial Parking	As determined as part of the design review approval
Equipment Rental and Sales	1 per 300 sq. ft. of office plus 1 per 1,000 sq. ft. of outdoor display area
Gasoline Sales	
With Neighborhood Commercial Sales	1 per 300 sq. ft. of commercial sales area with a 5 space minimum
Without Neighborhood Commercial Sales	5 spaces
With Repair	1 per 300 sq. ft. of commercial sales area with a 5 space minimum plus 2 spaces per service bay
Impound Yards	1 per 250 sq. ft. of office plus 1 for every company vehicle
Storage of Operable Vehicles	1 per 250 sq. ft. of office plus 1 for every company vehicle

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Banks and Financial Institutions	1 per 250 sq. ft. plus 1 additional space per ATM machine which may be a reserved space at the discretion of the property owner or landlord
Bars and Drinking Places	1 per 50 sq. ft.
Broadcasting and Recording Studios	As determined as part of the design review approval
Building Material Stores	1 per 300 sq. ft. of building area plus 1 per 1,000 sq. ft. of outdoor display/storage area
Business Support Services	1 per 300 sq. ft.
Commercial Recreation	
Amusement Center	1 per 200 sq. ft.
Indoor Entertainment	
Theater	1 per 3.5 fixed seats or 1 per 50 sq. ft. for non-fixed seating or as determined as part of the design review approval
Indoor Sports and Recreation	
Billiard and Pool Hall	2 per table plus additional spaces as required for other uses in the facility (e.g., restaurant)
Bowling Center	5 per lane plus additional spaces as required for other uses in the facility (e.g. restaurant)
Handball, Tennis, Racquet Ball Facilities	2 per court plus additional spaces as required for other uses in the facility (e.g., restaurant)
Health Clubs and Athletic Clubs	1 per 150 sq. ft. of weight room, pool and spa area plus 1 per 50 sq. ft. of aerobics or martial arts area plus 1 per tanning or massage room plus additional spaces as required for other uses in the facility, excluding area for locker and dressing rooms
Indoor Sport Arenas (such	50 per field or sports court plus 1 per 3 fixed seats for spectator

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
as soccer, volleyball)	area plus additional spaces as required for other uses at the facility (e.g., retail)
Skating/Ice Rinks	1 per 175 sq. ft.
Outdoor Entertainment	As determined as part of the design review approval
Outdoor Sports and Recreation	
Amusement Parks	As determined as part of the design review approval
Driving Range	1.5 per tee plus additional spaces as required for other uses at the facility (e.g., golf course)
Golf Course	6 per hole plus additional spaces as required for other uses at the facility (e.g., driving range, restaurant, pro shop)
Handball, Tennis, Racquet Ball Facilities	2 per court plus additional spaces as required for other uses at the facility (e.g., restaurant)
Miniature Golf Course	2 per hole plus additional spaces as required for other uses at the facility (e.g., restaurant)
Swimming Pools	1 per 100 sq. ft. of pool area
Residential Recreation Facilities	As specified for the sum of all of the uses within the facility by utilizing the parking requirement for each use as outlined throughout this chapter
Large Amusement Complexes	As determined as part of the design review approval
Community Care Facilities	0.75 per unit
Day Care Centers	1 per employee plus 1 per company vehicle plus a loading space for every 8 persons at the facility. The number of persons permitted at the facility is determined as a part of the licensing by the state or county

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Eating and Drinking Establishments	
Fast Food with Drive Through	1 per 100 sq. ft.
Convenience	1 per 100 sq. ft.
Full Service	1 per 100 sq. ft.
Enclosed Outdoor Seating See Chapter 19.52	1 per 100 sq. ft.
Food and Beverage Retail Sales	1 per 300 sq. ft.
Funeral and Interment Services	1 per 3 fixed seats or 1 per 50 sq. ft. of assembly area
Lodging Services	1 per room plus additional spaces as required for other uses in the facility
Long Term Care Facilities	1 per 3 employees for largest shift, plus 1 per 3 beds
Maintenance and Repair of Appliances	1 per 300 sq. ft.
Medical Services	
General	1 per 150 sq. ft.
Low Traffic Generating	1 per 200 sq. ft.
Medical Campus/MOB	1 per 200 sq. ft.
Neighborhood Commercial	1 per 300 sq. ft.
Nightclubs	1 space per 2 occupants based on maximum occupancy load of the building as calculated by the California Building Code plus bus space as determined as part of the Conditional Use Permit

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Nursery, Retail	1 per 300 sq. ft. plus 1 per 1,000 sq. ft. of outdoor display/storage area
Offices, Professional	1 per 250 sq. ft. of net leasable square footage. Where a more intensive office use, as determined by the Planning Manager (i.e., call and telemarketing centers), is proposed the required parking shall be determined as part of the Design Review Permit approval, or via a zoning clearance pursuant to the provisions of Section 19.26.030(B).
Personal Services	1 per 300 sq. ft.
Retail Sales and Services	
Furniture, Large Appliance, Floor Covering	1 per 400 sq. ft.
General Retail	1 per 300 sq. ft.
Shopping Centers (minimum of 4 commercial establishments, designed or planned in a coordinated fashion, utilizing such elements as common access and parking)	Designed and planned at 1 per 200 sq. ft. As tenant spaces are leased, each tenant shall utilize the parking requirement for that use as outlined in this chapter
Specialized Education and Training	
Occupational Schools and Specialty Schools	1 per 50 sq. ft. of instructional area plus 1 per 250 sq. ft. of office area
Storage, Personal Storage Facilities	4 spaces plus 2 spaces for the manager's quarters

5. Industrial use types shall provide off-street parking spaces as follows, but no fewer than four spaces for each separate industrial use or tenant:

INDUSTRIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Day Care Centers, Secondary	None, see parking requirements for applicable industrial use type
Equipment and Material Storage Yards	1 per 300 sq. ft. plus 1 per 10,000 sq. ft. of yard area
General Industrial	1 per 1,000 sq. ft. Where other uses exceed 10% of the gross floor area (e.g., office, warehouse, etc.) the parking requirement shall be the combined total for each use as outlined in this chapter or as otherwise determined by design review approval
Hazardous Materials Handling	1 per 1,000 sq. ft. Where other uses exceed 10% of the gross floor area (e.g., office, warehouse, etc.) the parking requirement shall be the combined total for each use as outlined in this chapter or as otherwise determined by design review approval
Light Manufacturing	1 per 1,000 sq. ft. Where other uses exceed 10% of the gross floor area (e.g., office, warehouse, etc.) the parking requirement shall be the combined total for each use as outlined in this chapter or as otherwise determined by design review approval
Recycling, Scrap and Dismantling	
Enclosed	1 per 250 sq. ft. of office area, plus 1 per 10,000 sq. ft. of yard area
Unenclosed	
Research Services	1 per 3,000 sq. ft., plus 1 per company vehicle
Specialized Industrial	As determined as part of the design review approval
Wholesale and Distribution	
Light	1 per 1,000 sq. ft. Where other uses exceed 10% of the gross floor area (e.g., office, warehouse, etc.) the parking requirement shall be the combined total for each use as outlined in this chapter or as otherwise determined by design review approval
Heavy	

6. Transportation and communication use types shall provide off-street parking spaces as follows:

TRANSPORTATION AND COMMUNICATION USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Antennas and Communications Facilities	
Developed Lot	None, see parking requirements for applicable use type
Undeveloped Lot	1 per full-time employee
Bus Depots	As required by Chapter 19.36
Heliports	As determined as part of the design review approval
Intermodal Facilities	As determined as part of the design review approval

B. Special Parking Requirements. The number of parking spaces required for uses not specifically listed in subsection A shall be determined by the Planning Manager based on common functional, product or compatibility characteristics and activities, as provided for in Section 19.08.050 (Classification of uses not specifically listed).

1. Uses Not Listed. The number of parking spaces required for uses not specifically listed in subsection A shall be determined by the Planning Manager based on common functional, product or compatibility characteristics and activities, as provided for in Section 19.08.050 (Classification of uses not specifically listed).

2. New Buildings or Development Projects Without Known Tenants. If the type of tenants that will occupy a non-residential building are not known at the time of the development entitlement or building permit approval, the amount of parking to be provided shall be:

The minimum number of parking spaces required by subsection A for any land use allowed on the site by the applicable zoning, provided that the Planning Manager determines the proposed building as designed can reasonably accommodate such use, and provided further a zoning clearance certification is obtained to authorize the use.

3. Mixed Use Projects. Where a project contains more than one major use classification (such as a residential and a commercial use), the amount of parking to be provided shall be the total of that required for each use, except as otherwise provided by subsection C (Adjustment to Number of Required Parking Spaces).

4. Tenant Spaces with Multiple Functions. When a tenant has several functions, such as sales and office, the amount of parking to be provided for the tenant shall be calculated as specified by subsection A for the primary use, using the gross floor area of the tenant space.

5. Tenant Spaces with Accessory Storage. When a tenant has enclosed accessory storage in excess of 2,000 square feet, the required parking for that portion of the tenant space dedicated to storage shall be calculated as specified by subsection (A)(5) for warehousing which is one parking space per 1,000 square feet of warehousing. The required parking for the remainder of the tenant space shall be calculated as specified in subsection A using the primary use.

6. Changes in Use. When an existing use is enlarged, increased or intensified, or a new use having greater parking requirements than the previous use is proposed, the required number of parking spaces for the new use or existing, enlarged, increased or intensified use shall be calculated as specified by subsection A.

7. Rounding Off. When the required number of parking spaces is other than a whole number, the total number of spaces shall be rounded to the nearest whole number (0.49 and below round down, 0.50 and above round up).

8. Commercial Centers. Commercial centers and building complexes shall provide parking which is the sum of all users within the commercial center or building complex as specified in subsection A, regardless of whether or not the parking is provided on a single or multiple parcels. Where parking is provided on multiple parcels, reciprocal parking and access agreements shall be recorded to provide equal use and access to parking for all users within the commercial center or building complex.

9. Professional Office Uses. Professional office projects shall calculate parking based on the net leasable square footage of the proposed office building(s). Net square footage shall be 90 percent of the total square footage of the proposed building(s). The net square footage shall be determined at original building shell approval and subsequent tenant improvements shall not be granted any additional reduction for net square footage.

C. Adjustment to Number of Required Parking Spaces. The number of parking spaces required by subsection A may be reduced as follows:

1. Specific Plan Provisions. Provisions may be made in a specific plan to allow reductions in the number of required parking spaces based upon special provisions, such as providing golf cart or electric car parking where special provisions are made for golf carts or electric cars.

2. Parking Reductions for Shared Parking. If an applicant believes the number of parking spaces required for their building complex as specified in subsection A (which is the sum of all the users within the building complex) is not applicable because the hours of operation of different tenants/uses within the building complex will effectively allow for dual use of the parking spaces then the applicant may request an Administrative Permit. The Approving Authority shall be the Planning Manager. The applicant shall have the burden of proof for requesting a reduction in the total number of required off-street parking spaces, and documentation shall be submitted substantiating this request. Shared parking reductions shall only be approved by the Approving Authority if:

- a. A sufficient number of spaces are provided to meet the greatest parking demand of the participating uses;

- b. Satisfactory evidence is provided describing the nature of the uses and the times when the uses operate so as to demonstrate the lack of potential conflict between them;
- c. Overflow parking will not impact any adjacent use; and
- d. Additional documents, covenants, deed restrictions, or other agreements as may be deemed necessary by the Planning Manager are executed to assure that the required parking spaces provided are maintained and uses with similar hours and parking requirements as those uses sharing the parking facilities remain for the life of the project.

3. Parking Reductions for an Individual Use. If an applicant for a proposed use believes the number of parking spaces required for their use as specified in subsection A is not applicable because their use functions differently than the generic use type and associated parking standards established in this title, then the applicant may request an Administrative Permit. The Approving Authority shall be the Planning Manager. The applicant shall have the burden of proof for requesting a reduction in the total number of required off-street parking spaces, and documentation shall be submitted substantiating the request. Such documentation may include, but is not limited to: a parking study of another facility of the same use which is similar in size and operation, calculating the required parking spaces with field data of peak parking usage. Reduced parking shall only be approved by the Approving Authority if:

- a. Satisfactory evidence is provided describing the nature of the use, the operation and data from other facilities or similar facilities so as to demonstrate that the required parking standards are excessive and the proposed parking standards are appropriate; and
- b. Overflow parking will not impact any adjacent use.

4. Parking Reductions for Eating and Drinking Establishments. The Approving Authority for any application for a parking reduction by an eating and drinking establishment as defined in Section 19.08.090(L) shall be the Planning Commission.

D. Downtown/Old Town Parking Requirements. All principally permitted uses within the historic district (HD) and central business district (CBD) zone districts, with the exception of community assembly, colleges and universities, and new uses requiring and discretionary permit shall be permitted in the HD and CBD zone districts without the need to provide additional off-street parking.

Community assembly, college and university uses and new uses which require a discretionary permit, shall comply with the parking standards specified in subsection A, or request approval of a parking reduction or variance from the parking standards.

SECTION 5. Section 19.28.020 of Chapter 19.28 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.28.020 Definitions.

For the purpose of this chapter, the following words and phrases shall have the following meanings:

- A.** “Approving authority” is as defined in the Roseville Municipal Code Title 19, Zoning Section 19.78.020.
- B.** “Child care facility” is defined as a child day care facility other than a family day care home, including, but not limited to, infant centers, preschools, extended day care facilities, and school-age child care centers.
- C.** “Density bonus” is defined as an increase in density over the otherwise maximum allowable residential density under the applicable general plan designation as of the date of filing of an application for density bonus with City or, if elected by the applicant, a lesser percentage of density increase. A density bonus request shall be considered as a component of a qualified housing development.
- D.** “Development standard” is defined as the site, development, or construction standards and/or conditions of approval that apply to a residential development, and includes (but is not limited to) a height limitation, a setback requirement, a floor area ratio, an onsite open space requirement, a minimum lot area per unit requirement, or a parking ratio.
- E.** “Housing development” is defined as a development project for five or more residential units, including mixed-use developments, constructed within a large lot parcel. For the purposes of this chapter, “housing development” also includes a subdivision or common interest development as defined in Section 4100 of the Civil Code and consists of residential units or unimproved residential lots. A density bonus shall be permitted in geographic areas of the housing development other than the areas where the affordable units are located, so long as the density bonus units are located on the same large lot parcel.
- F.** “Incentive” is defined as a reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission. An incentive can be requested by the applicant for purposes of reducing the cost of development to make the project financially feasible. The term “incentive” includes the term “concession” as that term is used in California Government Code Sections 65915 through 65918.
- G.** “Large lot parcel” is defined as that term is used in any applicable specific plan (large lot parcel is hereby generally deemed as a geographic area).
- H.** “Located within one-half mile of a major transit stop” means that any point on a proposed development, for which an applicant seeks a density bonus, other incentives or concessions, waivers or reductions of development standards, or a vehicular parking ratio pursuant to this chapter, is within one-half mile of any point on the property on which a major transit stop is located, including any parking lot owned by the transit authority or other local agency operating the major transit stop.
- I.** “Lower income” is defined as less than 80 percent of the area median income, as defined by Section 50079.5 of the California Health and Safety Code.

J. “Lower income unit” is defined as a unit with an affordable rent or payment that does not exceed 30 percent of 60 percent of area median income adjusted for family size appropriate for the unit.

K. “Major transit stop” is defined as a site containing any of the following: (1) an existing rail or bus rapid transit station; (2) a ferry terminal served by either a bus or rail transit service; or (3) the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

L. “Maximum allowable residential density” or “base density” means the maximum number of units allowed under the zoning ordinance, specific plan, or land use element of the General Plan, or if a range of density is permitted, means the maximum number of units allowed by the specific zoning range, specific plan, or land use element of the General Plan applicable to the project. If the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the General Plan or specific plan, the greater shall prevail. Density shall be determined using dwelling units per acre. However, if the applicable zoning ordinance, specific plan, or land use element of the general plan does not provide a dwelling-units-per-acre standard for density, then the number of units shall be calculated by:

1. Estimating the realistic development capacity of the site based on the objective development standards applicable to the project, including, but not limited to, floor area ratio, site coverage, maximum building height and number of stories, building setbacks and stepbacks, public and private open space requirements, minimum percentage or square footage of any nonresidential component, and parking requirements, unless not required for the base project. Parking requirements shall include considerations regarding number of spaces, location, design, type, and circulation. A developer may provide a base density study and the City shall accept it, provided that it includes all applicable objective development standards.

2. Maintaining the same average unit size and other project details relevant to the base density study, excepting those that may be modified by waiver or concession to accommodate the bonus units, in the proposed project as in the study.

M. “Moderate income” is defined as less than 120 percent of the area median income, as defined in Section 50093 of the California Health and Safety Code.

N. “Moderate income unit” is defined as a unit with an affordable rent or payment that does not exceed 35 percent of 120 percent of area median income adjusted for family size appropriate for the unit.

O. “Shared housing building” means a residential or mixed-use structure, with five or more shared housing units and one or more common kitchens and dining areas designed for permanent residence of more than 30 days by its tenants. The kitchens and dining areas within the shared housing building shall be able to adequately accommodate all residents. If any section of this code further restricts the attributes of a shared housing building beyond the requirements established in this section, the code definition shall apply to the extent that it does not conflict with the requirements of this section.

1. A “shared housing building” may include other dwelling units that are not shared housing units, provided that those dwelling units do not occupy more than 25 percent of the floor area of the shared housing building. A shared housing building may include 100 percent shared housing units.

2. A “shared housing building” may include incidental commercial uses, provided that those commercial uses are otherwise allowable and are located only on the ground floor or the level of the shared housing building closest to the street or sidewalk of the shared housing building.

P. “Shared housing unit” means one or more habitable rooms, not within another dwelling unit, that includes a bathroom, sink, refrigerator, and microwave, is used for permanent residence, that meets the “minimum room area” specified in Section R304 of the California Residential Code (Part 2.5 of Title 24 of the California Code of Regulations), as may be amended from time to time, and complies with the definition of “guestroom” in Section R202 of the California Residential Code, as may be amended from time to time. If a local ordinance further restricts the attributes of a shared housing building beyond the requirements established in this section, the local definition shall apply to the extent that it does not conflict with the requirements of this section.

Q. “Total units” or “total dwelling units” means a calculation of the number of units that:

1. Excludes a unit added by a density bonus awarded pursuant to this section or any local law granting a greater density bonus.

2. Includes a unit designated to satisfy an inclusionary zoning requirement.

For purposes of calculating a density bonus granted pursuant to this section for a shared housing building, “unit” means one shared housing unit and its pro rata share of associated common area facilities.

R. “Unobstructed access to a major transit stop” means a resident is able to access the major transit stop without encountering natural or constructed impediments. “Natural or constructed impediments” includes, but is not limited to, freeways, rivers, mountains, and bodies of water, but does not include residential structures, shopping centers, parking lots, or rails used for transit.

S. “Very low income” is defined as less than 50 percent of the area median income, as defined in Section 50105 of the California Health and Safety Code.

T. “Very low income unit” is defined as a unit with an affordable rent or payment that does not exceed 30 percent of 50 percent of the area median income, adjusted for family size appropriate for the unit.

U. “Senior citizen housing development” is defined as a housing project where residency is restricted to persons 62 years of age or older, or 55 years of age or older in a senior citizen housing development per Section 51.3 of the California Civil Code.

SECTION 6. Section 19.28.040 of Chapter 19.28 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.28.040 Eligibility for bonus.

A developer of a housing development containing five or more units may qualify for a density bonus and at least one other incentive as provided by this chapter if the developer does one of the following:

- A.** Agrees to construct and maintain at least five percent of the units for rental or sale dedicated to very low income households (includes a shared housing building development, in which case minimum unit size or bedroom requirements shall not conflict with the definition of “shared housing building”).
- B.** Agrees to construct and maintain at least 10 percent of the units for rental or sale dedicated to lower income households (includes a shared housing building development, in which case minimum unit size or bedroom requirements shall not conflict with the definition of “shared housing building”);
- C.** Agrees to construct and maintain at least 10 percent of the units of a housing development to be sold to moderate income households, provided that all units in the development are offered to the public for purchase;
- D.** Agrees to construct and maintain a senior citizen housing development (“development” includes a shared housing building development), as defined in Section 19.28.020 of this chapter, or a mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the California Civil Code, as may be amended from time to time;
- E.** Donates land to the City dedicated for the construction of very low income units pursuant to Section 19.28.080 of this chapter;
- F.** Includes a qualifying child care facility as described in Section 19.28.070 of this chapter in addition to providing housing as described in subsections A through C of this section;
- G.** Agrees to construct and maintain at least 10 percent of the units of a housing development for transitional foster youth, as defined in Section 66025.9 of the California Education Code, as may be amended from time to time, disabled veterans, as defined in Section 18541 of the California Government Code, as may be amended from time to time, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.), as may be amended from time to time, dedicated to very low income households;
- H.** Agrees to construct and maintain at least 20 percent of the units for lower income students in a student housing development pursuant to Section 19.28.085 of this chapter; or
- I.** Agrees to construct and maintain 100 percent of the units, including total units and density bonus units, but exclusive of a manager’s unit or units, dedicated to lower income households, except that up to 20 percent of the units, including total units and density bonus units, may be dedicated to moderate income households (includes a shared housing building development).

SECTION 7. Section 19.60.030 of Chapter 19.60 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.60.030 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section. Words and phrases not defined in this section, shall have the meanings respectively ascribed to them in Chapter 19.95 (Definitions of Terms and Phrases).

A. “Accessory dwelling unit” shall be as defined by Government Code Section 65852.2, 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 or a permanent chassis if a manufactured home, have an independent exterior access (if located within a single-family dwelling unit), and shall include permanent provisions or infrastructure to support living, sleeping, eating, cooking, and sanitation on the same parcel as where a single-family, two-family or multi-family dwelling (including detached garages) 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 Section 18007 of the Health and Safety Code, second dwelling units, granny flats, in-law quarters, casitas, carriage units, and tiny houses as long as such units otherwise meet this definition.

B. “Accessory structure” means a structure that is accessory and incidental to a single-family, two-family or multi-family dwelling located on the same lot.

C. “Car share vehicle” means a vehicle that can be rented for short periods of time and is available 24-hours a day, seven days a week at unattended self-service locations.

D. “Existing structure,” for the purposes of defining an allowable space that can be converted to an accessory dwelling unit, means the following:

- 1.** The proposed accessory dwelling unit is located within the walls and roofline of a fully enclosed, existing structure (i.e., the existing footprint); and
- 2.** The existing structure can be made safely habitable under local building codes at the determination of the building official, regardless of any nonconforming zoning conditions.

E. “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 an existing or proposed single-family dwelling. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

F. “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

G. “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.

H. “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

I. “Permanent provisions or infrastructure,” in the context of the definition of an “accessory dwelling unit,” means a permanent kitchen consisting of a sink, a counter for food preparation, a food storage area, and either a minimum 220V receptacle or a dedicated gas line for a cooking appliance (a 110V receptacle for a microwave, toaster, hotplate, etc. is not a permanent provision); a toilet connected to plumbing; a bathroom sink connected to plumbing; and a bathing facility connected to plumbing, such as a shower or bathtub.

J. “Primary dwelling unit” means a proposed or existing single-family, two-family or multi-family dwelling unit located on the lot where the accessory dwelling unit is proposed to be developed, and includes attached, enclosed accessory structures, such as a garage.

K. “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

L. “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

M. “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

N. “Within the existing space” includes areas within an existing primary dwelling unit or within an existing attached or detached accessory structure such as a garage, storage area, a carriage house, a pool house, studio, and similar enclosed structures. The addition of square footage, including, but not limited to, the addition of another floor, is not considered to be “within the existing space,” unless the expansion is for the purposes of ingress and egress and does not exceed 150 square feet. Additions of square footage which are not “within the existing space” are considered new construction.

SECTION 8. Section 19.60.060 of Chapter 19.60 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.60.060 Development standards for accessory dwelling units proposed within existing structures or existing living areas.

Accessory dwelling units are permitted to be developed within existing structures or within the living area of an existing primary dwelling unit. Accessory dwelling units developed within existing structures or living areas shall be allowed only in compliance with the following standards:

A. Setbacks. No setback shall be required for an accessory dwelling unit, including porches, decks, balconies, stairs, and patios which are attached to and for the use of the accessory dwelling unit, built within the footprint and dimensions of an existing living area or existing structure. Garages are subject to the setbacks of Section 19.22.030 (Accessory structures).

B. Floor Area. The total floor area of an attached accessory dwelling unit developed within an existing primary dwelling unit shall not exceed the floor area of the existing primary dwelling unit, except that an expansion of up to 150 square feet beyond the same physical dimensions as the existing primary dwelling unit is permitted for accommodating ingress and egress. The total floor area for a detached accessory dwelling unit developed within an existing detached accessory structure shall not exceed the floor area of the existing detached accessory structure, except that an expansion of up to 150 square feet beyond the same physical dimensions as the existing detached accessory structure is permitted for accommodating ingress and egress. Expansions beyond 150 square feet must comply with the standards set forth in Section 19.60.070 (Development standards for accessory dwelling units proposed as new construction).

C. Unit Sizes.

1. An accessory dwelling unit shall not be less than the minimum size for an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code, as it now exists or may hereafter be amended.

2. An accessory dwelling unit shall not be more than 850 square feet for a studio or one-bedroom or more than 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

D. Minimum Facilities. Accessory dwelling units developed within existing structures or living areas shall include permanent provisions for independent living, sleeping, eating, cooking, and sanitation within the unit and must include a separate exterior entrance from the primary dwelling unit if the primary dwelling is a single-family dwelling.

E. Appearance. The accessory dwelling unit shall be designed and constructed so as to be compatible with the existing primary dwelling unit and neighborhood in terms of height, form, and materials, as determined by the Planning Manager or designee applying objective standards, and the accessory dwelling unit shall be subordinate to the primary dwelling unit. Manufactured homes shall meet the architectural standards set forth in Section 19.10.030(E) (Residential zone general development standards).

F. Parking Requirements. Accessory dwelling units developed within existing structures or living areas shall not be required to provide parking. A garage, carport, or covered parking structure shall be subject to the development regulations of Section 19.22.030 (Accessory structures), if the owner chooses to provide parking as part of the accessory dwelling unit. In addition, when a garage, carport, or covered parking structure is converted to an accessory dwelling unit, the required off-street parking spaces for the primary dwelling unit, if eliminated, do not need to be replaced. If the property owner chooses to replace the parking spaces, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including within the front yard or street side setback, and may be covered spaces

subject to conformance with the applicable requirements set forth in Section 19.22.030(C)(2) (Permitted accessory structures to dwelling use type (single-family and two-family)) or Section 19.22.030(D)(3) (Permitted accessory structures to dwelling use type (multi-family)), uncovered spaces or tandem spaces. All replacement parking shall comply with the requirements set forth in Section 11.20.110 (Parking on private property prohibited), Section 19.10.030(F) (Residential zone general development standards), and Section 19.26.040(A) (Design and improvement of parking).

G. Passageways. No passageways shall be required in conjunction with accessory dwelling units developed within existing structures or living areas.

H. Building and Fire Codes. Except as otherwise provided in this chapter, accessory dwelling units developed within existing structures or living areas shall comply with all local building and fire codes. A demolition permit for a detached garage that is to be replaced with an accessory dwelling unit must be reviewed with the application of the accessory dwelling unit and issued at the same time.

I. Fire Sprinklers. Accessory dwelling units developed within existing structures or living areas shall not be required to provide fire sprinklers if fire sprinklers were not required for the primary dwelling unit.

J. Utilities. Accessory dwelling units developed within existing structures or living areas shall not be required to install a new or separate utility connection directly between the accessory dwelling unit and the public utility infrastructure, unless the accessory dwelling unit was constructed with a new single-family dwelling unit. However, if necessary utility infrastructure does not exist with capacity available to serve both the primary dwelling unit and the accessory dwelling unit, the property owner shall be responsible for all costs related to installation of necessary infrastructure or upsizing existing infrastructure. Property owners may install a new or separate utility connection directly between the accessory dwelling unit and the public utility infrastructure at the property owner's option and expense.

K. Height. An accessory dwelling unit shall not exceed the height limits prescribed in Section 19.10.030 (Residential zone general development standards) for the zone in which the accessory dwelling unit will be located, or if not within a residential zone, the height shall not exceed the standards established in Section 19.10.030 for the single-family residential (R1) zone.

L. Number Permitted. Except as otherwise permitted by subsection M, only one accessory dwelling unit is permitted per lot.

M. Exceptions to Development Standards.

1. One accessory dwelling unit and one junior accessory dwelling unit is permitted per lot with a proposed or existing single-family dwelling if all of the following apply:

a. The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling unit or existing space of a single-family dwelling unit or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory

structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

- b. The space has exterior access from the proposed or existing single-family dwelling unit.
- c. The side and rear setbacks are sufficient for fire and safety.
- d. The junior accessory dwelling unit complies with the requirements of Government Code Section 65852.22, as it now exists or may hereafter be amended.

2. Multiple accessory dwelling units within portions of existing multi-family dwelling units are permitted in areas not used as livable spaces, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if all of the following apply:

- a. Each unit complies with state building codes for dwellings.
- b. At least one accessory dwelling unit is permitted within an existing multi-family dwelling or up to 25 percent of the existing multi-family dwelling units may be converted to accessory dwelling units, whichever is greater.

3. Two detached accessory dwelling units are permitted per lot that has an existing multi-family dwelling unit, subject to four-foot rear and side setbacks and the following height standards:

- a. A height of 16 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multi-family dwelling unit.
- b. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multi-family dwelling unit that is within ½-mile of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, as may be amended from time to time. An additional two feet in height is also permitted when the height is to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.
- c. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed multi-family, multistory dwelling.
- d. A height of 25 feet or the height limitation in this code that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling. This clause shall not require City to allow an accessory dwelling unit to exceed two stories.

N. Waivers. Notwithstanding anything to the contrary contained in this title, limits on height, setbacks, lot coverage, floor area ratio, open space, front setbacks, and lot sizes are hereby waived if they do not permit at least an 800 square foot accessory dwelling unit which provides four-foot rear and side setbacks and meets the following height standards:

1. A height of 16 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multi-family dwelling unit.
2. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multi-family dwelling unit that is within ½-mile of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, as may be amended from time to time. An additional two feet in height is also permitted when the height is to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.
3. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed multi-family, multistory dwelling.
4. A height of 25 feet or the height limitation in the this code that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling. This clause shall not require City to allow an accessory dwelling unit to exceed two stories.

SECTION 9. Section 19.60.070 of Chapter 19.60 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.60.070 Development standards for accessory dwelling units proposed as new construction.

Newly constructed accessory dwelling units are permitted to be attached to a proposed or existing primary dwelling unit or detached from a proposed or existing primary dwelling unit as long as the newly constructed accessory dwelling unit is located on the same lot as a proposed or existing primary dwelling unit. Newly constructed accessory dwelling units shall be allowed only in compliance with the following standards:

- A. Minimum Lot Area.** There is no minimum lot area.
- B. Maximum Lot Coverage.** There is no maximum lot coverage.
- C. Setbacks.** No setback shall be required for an accessory dwelling unit constructed in the same location (i.e., footprint) and to the same dimensions as an existing accessory structure. A setback of four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is otherwise newly constructed, including porches, decks, balconies, stairs, and patios which are attached to and for the use of the accessory dwelling unit.
- D. Floor Area.** The total floor area of an attached accessory dwelling unit shall not be less than 150 square feet nor exceed the standards of subsection E (Unit sizes). The total floor area for a detached accessory dwelling unit shall not be less than 150 square feet nor exceed the standards of subsection E (Unit sizes).
- E. Unit Sizes.**

1. An accessory dwelling unit shall not be less than the minimum size for an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code, as it now exists or may hereafter be amended.
2. An accessory dwelling unit shall not be more than 850 square feet for a studio or one-bedroom or more than 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

F. Minimum Facilities. The accessory dwelling unit shall include permanent provisions for independent living, sleeping, eating, cooking, and sanitation within the unit and must include a separate exterior entrance from the primary dwelling unit if the primary dwelling is a single-family dwelling.

G. Appearance. The accessory dwelling unit shall be designed and constructed so as to be compatible with the proposed or existing primary dwelling unit and neighborhood in terms of height, form, and materials, as determined by the Planning Manager or designee applying objective standards, and the accessory dwelling unit shall be subordinate to the primary dwelling unit. Manufactured homes shall meet the architectural standards set forth in Section 19.10.030(E) (Residential zone general development standards).

H. Parking Requirements. Except as otherwise provided by this chapter, the parking required by this section is in addition to that required for the primary dwelling unit located on the lot by Chapter 19.26 (Off-Street Parking and Loading). Garages, carports, and covered parking structures attached to the accessory dwelling unit and built to satisfy the required parking standards for the accessory dwelling unit are subject to the same setbacks and other development regulations as the accessory dwelling unit.

1. Accessory dwelling units with one or more bedrooms shall provide at least one off-street parking space. Studios shall not be required to provide any parking spaces. The parking requirement for accessory dwelling units with bedrooms can be met by providing the required parking space within the front yard setback and may be located in tandem with other on-site parking as long as it complies with the requirements set forth in Section 11.20.110 (Parking on private property prohibited), Section 19.10.030(F) (Residential zone general development standards), and Section 19.26.040(A) (Design and improvement of parking).
2. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, the required off-street parking spaces for the primary dwelling unit, if eliminated, do not need to be replaced. If the property owner chooses to replace these parking spaces, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including within the front yard or street side setback, and may be covered spaces subject to conformance with the applicable requirements set forth in Section 19.22.030(C)(2) (Permitted accessory structures to dwelling use type (single-family and two-family)) or Section 19.22.030(D)(3) (Permitted accessory structures to dwelling use type (multi-family)), uncovered spaces or tandem spaces. All replacement parking shall comply with the requirements set forth in Section 11.20.110 (Parking on private property prohibited), Section 19.10.030(F)

(Residential zone general development standards), and Section 19.26.040(A) (Design and improvement of parking).

3. Notwithstanding the above, accessory dwelling units shall not be required to provide parking in any of the following circumstances:

- a. When the accessory dwelling unit is located within one-half mile walking distance of public transit.
- b. When the accessory dwelling unit is located within the Old Town Historic District (DT-4) or the Central Business District (DT-6).
- c. When the accessory dwelling unit is part of an existing or proposed primary dwelling unit or an existing accessory structure.
- d. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
- e. When there is a car share vehicle located within one block of the accessory dwelling unit.
- f. When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family or multi-family dwelling.

I. Passageways. No passageways shall be required in conjunction with the construction of an accessory dwelling unit.

J. Building and Fire Codes. Except as otherwise provided in this chapter, newly constructed accessory dwelling units shall comply with all local building and fire codes.

K. Fire Sprinklers. Accessory dwelling units shall not be required to provide fire sprinklers if fire sprinklers were not required for the primary dwelling unit.

L. Utilities. New or separate utility connections directly between the accessory dwelling unit and the public utility infrastructure shall only be required if directed by the environmental utilities department or the electric department. In such cases, if necessary utility infrastructure does not exist with capacity available to serve both the primary dwelling unit and the accessory dwelling unit, the property owner shall be responsible for all costs related to installation of necessary infrastructure or upsizing existing infrastructure.

M. Height. An accessory dwelling unit shall not exceed the height limits prescribed in Section 19.10.030 (Residential zone general development standards) for the zone in which the accessory dwelling unit will be located, or if not within a residential zone, the height shall not exceed the standards established in Section 19.10.030 for the single-family residential (R1) zone.

N. Number Permitted. Except as otherwise permitted by subsection O, only one accessory dwelling unit is permitted per lot.

O. Exceptions to Development Standards.

1. One newly constructed detached accessory dwelling unit that does not exceed four-foot rear and side setbacks, which may be combined with one junior accessory dwelling unit, is permitted per lot if all of the following apply:

a. The total floor area for the newly constructed detached accessory dwelling unit shall not exceed 800 square feet.

b. The newly constructed detached accessory dwelling unit shall not exceed the following height standards:

i. A height of 16 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multi-family dwelling unit.

ii. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multi-family dwelling unit that is within ½-mile of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, as may be amended from time to time. An additional two feet in height is also permitted when the height is to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.

iii. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed multi-family, multistory dwelling.

iv. A height of 25 feet or the height limitation in this code that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling. This clause shall not require City to allow an accessory dwelling unit to exceed two stories.

2. Two newly constructed detached accessory dwelling units are permitted per lot that has an existing multi-family dwelling unit, subject to four-foot rear and side setbacks and the following height standards:

a. A height of 16 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multi-family dwelling unit.

b. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multi-family dwelling unit that is within ½-mile of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, as may be amended from time to time. An additional two feet in height is also permitted when the height is to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.

c. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed multi-family, multistory dwelling.

d. A height of 25 feet or the height limitation in this code that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to

a primary dwelling. This clause shall not require City to allow an accessory dwelling unit to exceed two stories.

P. Waivers. Notwithstanding anything to the contrary contained in this title, limits on height, setbacks, lot coverage, floor area ratio, open space, front setbacks, and lot sizes are hereby waived if they do not permit at least an 800 square foot accessory dwelling unit which provides four-foot rear and side setbacks and meets the following height standards:

1. A height of 16 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multi-family dwelling unit.
2. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multi-family dwelling unit that is within ½-mile of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, as may be amended from time to time. An additional two feet in height is also permitted when the height is to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.
3. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed multi-family, multistory dwelling.
4. A height of 25 feet or the height limitation in this code that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling. This clause shall not require City to allow an accessory dwelling unit to exceed two stories.

SECTION 10. Section 19.60.120 of Chapter 19.60 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.60.120 Junior accessory dwelling units.

A. Junior accessory dwelling units are principally permitted within areas zoned to allow single-family residential use and must be located on a lot that contains an existing or proposed single-family dwelling unit as defined in Section 19.08.080(F)(2) (Residential use types).

B. Junior accessory dwelling units are subject to the following conditions:

1. Only one junior accessory dwelling unit is permitted per residential lot.
2. A junior accessory dwelling unit shall not exceed 500 square feet.
3. The property owner shall occupy the single-family dwelling unit in which the junior accessory dwelling unit will be permitted. The property owner may reside in either the remaining portion of the single-family dwelling unit or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is a governmental agency, land trust, or housing organization.

- 4.** Following final inspection approval of a building permit for a junior accessory dwelling unit, a deed restriction, in a form approved by the City Attorney, shall be recorded with the Placer County Recorder's office, which shall include the applicable restrictions and limitations of a junior accessory dwelling unit identified in this chapter. Said deed restriction shall run with the land, and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded deed restriction shall be filed with the City stating that:
- a. The junior accessory dwelling unit shall not be sold separately from the single-family dwelling unit.
 - b. The junior accessory dwelling unit is restricted to the development standards, including maximum size, identified in this chapter.
 - c. The junior accessory dwelling unit shall be considered legal only so long as either the single-family dwelling unit, or the junior accessory dwelling unit, is occupied by the owner of record of the property.
 - d. The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with this provision may result in legal action against the property owner, including revocation of any right to maintain a junior accessory dwelling unit on the property.
- 5.** The junior accessory dwelling unit shall be constructed within the walls of the proposed or existing single-family dwelling unit, including attached garages.
- 6.** The junior accessory dwelling shall include a separate entrance from the main entrance to the proposed or existing single-family dwelling unit, and if the junior accessory dwelling unit does not include a separate bathroom, the junior accessory dwelling unit shall also include an interior entry into the main living area.
- 7.** The permitted junior accessory dwelling unit must include an efficiency kitchen, which shall include at a minimum all of the following:
- a. A cooking facility with appliances.
 - b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
- 8.** Junior accessory dwelling units shall comply with all local building and fire codes applicable to the existing single-family dwelling unit except that fire sprinklers shall not be required if fire sprinklers were not required for the single-family dwelling unit.
- 9.** Junior accessory dwelling units may be rented as long as the rental term exceeds 30 calendar days. Accordingly, short-term rental permits authorized pursuant to Chapter 4.25 (Short-Term Rentals) will not be issued for junior accessory dwelling units.
- 10.** Junior accessory dwelling units shall not be required to provide parking nor be required to provide replacement parking if constructed within an attached garage.

11. Junior accessory dwelling units shall comply with all other applicable requirements set forth in this chapter.

C. Junior accessory dwelling units shall not be required to provide parking.

SECTION 11. Section 19.74.010 of Chapter 19.74 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.74.010 Permit requirements.

In addition to any other approval required by this Code or by applicable law, the following discretionary approvals may be required:

A. Administrative Permit (AP). An Administrative Permit shall be obtained pursuant to this title prior to initiation of certain activities or construction of improvements which are permitted pursuant to Articles II, III and IV of this title and only upon compliance with specific standards as specified in this title. The approving authority for Administrative Permits shall be the Planning Manager as outlined in Section 19.78.020 (and following public notice, the Planning Manager may waive the requirement for a public hearing). If a public hearing is requested, the Planning Manager shall schedule and notice the permit for public hearing by the Planning Commission except as otherwise specified by this title.

B. Conditional Use Permit (CUP). A Conditional Use Permit shall be obtained prior to initiation, modification or expansion of a use pursuant to Article II and III, and upon compliance with specific standards, as applicable, of Article IV of this title. The approving authority for Conditional Use Permits shall be the Planning Commission as outlined in Section 19.78.020.

C. Design Review Permit, Minor (MDRP). A Minor Design Review Permit shall be obtained prior to the issuance of a building permit for minor improvements to multi-family residential and nonresidential developments, including, but not limited to, the following types of projects:

- 1.** Minor façade improvements including color changes and/or the introduction of a new exterior building material, provided these are consistent with the Community Design Guidelines and/or the applicable specific plan design guidelines;
- 2.** A project within the Downtown Specific Plan area which is consistent with the design guidelines and regulations outlined within the Downtown Code; and
- 3.** Other minor alterations, enlargements or remodels to existing buildings, structures and/or improvements which are: (a) compatible with and in substantial conformance with the existing development and/or the previously approved permit; (b) do not create the need for new parking nor affect existing required parking; and (c) meet all the requirements of this title and the Community Design Guidelines.

With the exception of projects involving a significant building, a MDRP is not required for: a single family residence or a two family residence; repair and maintenance including repainting

and replacement with same colors and materials; or for projects listed in Section 19.72.020 that are issued a Zoning Clearance Certificate. The approving authority for Minor Design Review Permits is the Planning Manager, as outlined in Section 19.78.020.

If in the opinion of the Planning Manager, a project is not in substantial conformance with applicable adopted design guidelines or prior conditions of approval, or if the Planning Manager determines that, because of location, size or design that the public hearing should not be waived, the Planning Manager may require the project be processed as a modification to the original design review permit, as outlined in subsection (I) below.

D. Design Review Permit (DRP). A Design Review Permit shall be obtained prior to the issuance of a building permit or improvement plan for the following types of multi-family and nonresidential projects:

1. New construction of multi-family residential, commercial and industrial projects;
2. Significant site, circulation, and parking modifications which in the opinion of the Planning Manager, significantly differs from the project originally approved by the approving authority, and which the Planning Manager determines will not be processed through a Modification;
3. Demolition of a significant building as defined in Chapter 19.61 of this title, and as otherwise required by this title;
4. Projects which deviate from the requirements or standards of adopted Community Design Guidelines or an applicable, adopted specific plan;
5. Any other improvements subject to design review as designated by resolution of the City Council from time to time; and
6. Any other improvements subject to design review that the Planning Manager determines, based on the project size, complexity, significant changes or other factors, shall be processed through a Design Review Permit.

With the exception of projects involving a significant building, a Design Review Permit is not required; for a single-family residence or a two family residence; repair and maintenance including repainting and replacement with same colors and materials of multi-family residential or nonresidential buildings; for projects processed through a Major Project Permit as outlined in Chapter 19.82; for projects processed through a Design Review Permit for Residential Subdivision (DRRS) identified in subsection E; or for qualified affordable housing projects, as defined in Section 19.95.030(Q)(1), where the applicant has elected to process their qualified project using the City's Objective Design Standards through the ministerial building permit process in lieu of the City's discretionary Design Review Permit process. The approving authority for a Design Review Permit is the Design Committee, as outlined in Section 19.78.020, unless the Design Review Permit is being processed in conjunction with any permit where Chapter 19.74 identifies the Planning Commission as the approving authority.

E. Design Review Permit for Residential Subdivisions (DRRS). A Design Review Permit for Residential Subdivisions shall be obtained when required in Article II concurrent or

following processing an application for a tentative residential subdivision map. The approving authority for design review for residential subdivisions is the Planning Commission when processed concurrently with a tentative residential subdivision map, and is the Planning Manager when processed subsequent to approval of a tentative residential subdivision map. If, in the opinion of the Planning Manager, a Design Review Permit for Residential Subdivision is not consistent with the goals and intent of the compact residential component of the Community Design Guidelines, the Planning Manager may refer the application to the Planning Commission.

F. Extension (EXT). An extension shall be obtained pursuant to the requirements of Section 19.76.210. The approving authority for extensions shall be the Planning Manager, unless the Planning Manager determines that a public hearing is required. The Planning Commission shall be the approving authority for all other extensions requiring a public hearing.

G. Flood Encroachment Permit (FEP). A flood encroachment permit shall be obtained prior to commencement of any use or activity, as listed in Chapter 19.18, within the floodway or floodway fringe zone. The approving authority for a flood encroachment permit shall be the Planning Commission.

H. Major Project Permit (MPP). A major project permit shall be obtained pursuant to Chapter 19.82, prior to initiation of construction on a project as defined in Section 19.82.020. The approving authority for each stage of a major project permit shall be as indicated in Chapter 19.82.

I. Modification (MOD). A modification shall be obtained pursuant to the requirements of Section 19.76.180. The approving authority for modifications shall be the Planning Manager, unless the Planning Manager determines that a public hearing is required. If a public hearing is required for a modification, refer to the table in Section 19.78.020 for the approving authority of the original entitlement.

J. Tree Permit (TP). A Tree Permit shall be obtained, pursuant to Chapter 19.66 prior to conducting any regulated activity within the protected zone of a native oak tree or the removal of a native oak tree. The approving authority for Tree Permits shall be the Planning Commission, unless the Tree Permit is processed in conjunction with a permit reviewed by the Design Committee (DC) in which case the approving authority shall be the DC.

K. Tree Permit, Administrative (ATP). An Administrative Tree Permit shall be obtained, pursuant to Chapter 19.66 prior to conducting any regulated activity within the protected zone of a native oak tree or the removal of a native oak tree, pursuant to Section 19.66.030. The approving authority for Administrative Tree Permits shall be the Planning Manager, unless the Administrative Tree Permit is processed in conjunction with another permit or variance under this title, in which case the approving authority shall be the approving authority for the other permit or variance.

SECTION 12. Section 19.82.010 of Chapter 19.82 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.82.010 Purpose.

This chapter provides for staged approval of major projects. This allows for the comprehensive review and resolution of site development issues early in the City's review and approval process for major projects, and provides streamlining for projects which implement the major project permit. The level of required project information detail increases as each stage of approvals/entitlements are granted. It is understood that implementing projects may need to modify the design approved via the major project permit, and the intent of this section is to establish a tiered modification process that grants streamlining to minor or less intensive changes.

SECTION 13. Section 19.82.040 of Chapter 19.82 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.82.040 Amendments to an approved major project permit.

A. Letter of Approval. If a request for revision or amendment to the approved major project permit is found to be consistent with the below requirements by the Planning Manager and the Planning Manager finds that the revision requested is otherwise consistent with the major project permit approvals and certified environmental document, the Planning Manager shall issue a letter of approval. A letter of approval will be issued for modifications to an approved major project permit if the proposed modification:

1. Does not substantially increase the total project square footage. Building locations may be altered if, in the professional judgement of the Planning Manager, the change is found not to negatively affect site circulation, driveway locations, access for public safety vehicles, or to cause other inconsistencies with design standards which cause negative effects;
2. Is substantially consistent with the intent of the original approval and conditions;
3. Does not change the finding(s) upon which the approval was based; and
4. Does not have a substantial or significant effect on the property rights of adjacent landowners; or
5. Is a modification which does not negatively affect site circulation, driveway locations, or access for public safety vehicles, and is not otherwise inconsistent with design standards in a manner which would cause negative effects, as determined by the Planning Manager.

B. Major Project Permit, Minor Modification (Administrative). A request for revision or amendment to an approved major project permit not found to be consistent with the findings for a letter of approval, as noted above in Section A, but which meets one or more of the below findings is considered minor. The Planning Manager may approve, conditionally approve, or deny a minor modification to a major project permit pursuant to the Type A notification procedures of Section 19.78.020, provided the project complies with one or more of the following:

1. The improvement meets the intent of the original approval, conditions of approval and environmental document;
2. The improvement is limited to façade, landscaping or parking lot improvements;
3. The improvement consists of color changes;
4. The improvement consists of a modification to or the introduction of a new exterior building material; and/or
5. The improvement meets all the requirements of this title and the Community Design Guidelines and is minor in nature as determined by the Planning Manager.

C. Major Project Permit, Modification (Public Hearing Required). All other requests for revision or amendment to the approved major project permit shall be reviewed in the same manner as required for the initial approval of that stage of the project. The Planning Manager's determination whether a revision or amendment is minor shall be final.

SECTION 14. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 15. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 2718
File #: 0102-06

Title: Proclamation - National Public Works Week
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 7.23.

RECOMMENDATION TO COUNCIL

Proclaim May 21-27, 2023 as national Public Works Week and urge citizens and civic organizations to acquaint themselves with issues involved in providing public works and recognize the contributions public works staff make toward health, safety, comfort, and quality of life.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

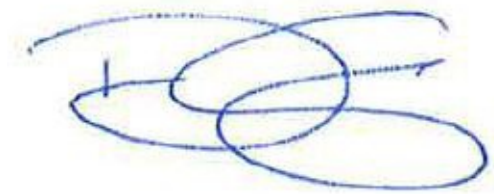
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - National Public Works Week

Proclamation

NATIONAL PUBLIC WORKS WEEK

MAY 21-27, 2023

WHEREAS, the American Public Works Association has designated the week of May 21st as National Public Works Week; and

WHEREAS, it is important to recognize that public works services provided in communities are an integral part of citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and infrastructure, such as government vehicles and equipment, roads, bridges, bikeways, traffic systems, public buildings, flood control facilities, street maintenance, and Roseville Transit; and

WHEREAS, the efficiency of qualified and dedicated personnel who staff the public works department is materially influenced by the understanding of the importance of the work they perform; and

WHEREAS, the health, safety and comfort of our community greatly depends on these facilities and services as well as their planning, design and construction, which is vitally dependent upon the efforts and skill of public works employees; and

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week.

NOW, THEREFORE, I, BRUCE HOUDSHELDT, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **May 21-27, 2023** as **NATIONAL PUBLIC WORKS WEEK** and urge citizens and civic organizations to acquaint themselves with issues involved in providing public works and recognize the contributions public works staff make toward health, safety, comfort, and quality of life.

SIGNED AND APPROVED this 17th day of May 2023.



BRUCE HOUDSHELDT, MAYOR





COUNCIL COMMUNICATION

CC #: 2693

File #: 0114

Title: Opposition to State Ballot Initiative 21-0042A1 - Measure Restricting Voters' Input and Local Taxing Authority
Contact: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

Meeting Date: 5/17/2023

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution declaring the City of Roseville's opposition to State Ballot Initiative 21-0042 Amendment 1.

BACKGROUND

Recently, the California Business Roundtable's anti-local control measure qualified for the November 2024 ballot. The measure includes provisions that would make it more difficult for local voters to pass measures needed to fund local services and projects and would limit voter input by prohibiting local advisory measures where voters can express a preference on how they want their local tax dollars spent. Voters also may not amend a city charter to impose, extend, or increase a tax or fee.

The measure jeopardizes vital local and state services and puts at risk billions of dollars currently dedicated to critical state and local services. If passed, it could force cuts to fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, and other important municipal programs and services.

Furthermore, it is extremely concerning that the measure would change the State Constitution to make it more difficult for local voters to pass measures needed to fund local services and projects. The initiative includes a provision that would retroactively cancel measures that were passed by local voters, thereby effectively undermining the rights of voters to decide the needs of their communities.

A recent analysis of the Initiative by California City Finance, an organization that provides data, statistics, and analyses of California city and county finances, found that the retroactive provision defined in the initiative "Would jeopardize over a hundred local measures that were approved in 2022 and would therefore likely not comply with the provisions of the initiative." In addition, "Voters approved 106 measures in June 2022 (10) and November 2022 (96) that do not provide a specific duration of time that the tax will be imposed (end date)." The results of this means that they "... will expire a year after the effective date of the initiative if the initiative passes. "Taken

together, these approved local measures generate \$561 million per year. . . “ in the communities where they were passed. This includes Roseville’s Measure C.

Other significant changes that are defined by the initiative include the following:

State taxes

- All new or increased state taxes will require majority voter approval.

Local taxes

- New requirements for voter approval:
 - o When an existing tax is applied to a newly annexed territory.
 - o When an existing tax is applied to a new service or product, for example when a utility user tax is applied to a new service.
- All new or increased taxes adopted after January 1, 2022, must include a sunset date.

Fees and charges

- Requires that charges for access, use and rental of government property be “reasonable” such as fees charged for use of government facilities and public works infrastructure to oil companies, utilities, gas companies, cable companies, and other corporations.
- Fees and charges for services and permits may not exceed the “actual cost” of providing the product or service for which the fee is charged. “Actual cost” is the “minimum amount necessary.” Examples include planning services, excavation and encroachment permits, preparation of candidate statement, and permit parking.
- State and cities have burden of proving by “clear and convincing evidence” that a fee/charge is not a tax, that the amount is reasonable, and that it does not exceed the “actual cost.”
- No fee or charge or exaction regulating vehicle miles traveled can be imposed on new development.

Fines and penalties [administrative enforcement of state law and municipal codes]

- May require voter approval of fines and penalties for corporations and property owners that violate state and local laws unless a new, undefined adjudicatory process is used to impose the fines and penalties. Examples include nuisance abatement, organic waste reduction requirements, and failure to maintain a vacant property.

CONCLUSION

With the 2022 local ballot measures in jeopardy, combined with the impact on future measures, this far-reaching measure puts at risk millions of dollars currently dedicated to critical state and local services. The initiative limits voters’ authority, adopts new and stricter rules for raising taxes and fees, and may make it more difficult to hold violators of state and local laws accountable. Ultimately the measure severely restricts voters’ input and diminishes local taxing authority and the ability of voters to determine what is best and necessary for their communities.

FISCAL IMPACT

The costs of these advocacy activities are contained within the City’s current 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 action of reviewing legislation meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Megan Scheid, Deputy City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-166

State Ballot Initiative 21-0042A1 - Attachment A

RESOLUTION NO 23-166

RESOLUTION OPPOSING STATE BALLOT INITIATIVE 21-0042A1

WHEREAS, an association representing California's wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2024 statewide ballot; and

WHEREAS, the measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure and our environment; and

WHEREAS, the measure may make it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods; and

WHEREAS, the measure puts billions of dollars currently dedicated to local services at risk and could force cuts to fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more; and

THEREFORE, BE IT RESOLVED by the City Council that the City of Roseville opposes State Ballot Initiative 21-0042A1; and

BE IT FURTHER RESOLVED, that the City of Roseville will join the No on Initiative 21-0042A1 coalition, a growing coalition of public safety, education, labor, local government, and infrastructure groups throughout the state; and

BE IT FURTHER RESOLVED, that staff is directed to email a copy of this adopted resolution to the League of California Cities at BallotMeasures@calcities.org.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

BELL, McANDREWS & HILTACHK, LLP
ATTORNEYS AND COUNSELORS AT LAW
455 CAPITOL MALL, SUITE 600
SACRAMENTO, CALIFORNIA 95814

(916) 442-7757
FAX (916) 442-7759
www.bmhlaw.com

21 - 0042 Amdt. # 1

January 4, 2022

RECEIVED

JAN 04 2022

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Anabel Renteria
Initiative Coordinator
Office of the Attorney General
State of California
PO Box 994255
Sacramento, CA 94244-25550

Re: Initiative 21-0042 - Amendment Number One

Dear Initiative Coordinator:

Pursuant to subdivision (b) of Section 9002 of the Elections Code, enclosed please find Amendment #1 to Initiative No. 21-0042 "The Taxpayer Protection and Government Accountability Act." The amendments are reasonably germane to the theme, purpose or subject of the initiative measure as originally proposed.

I am the proponent of the measure and request that the Attorney General prepare a circulating title and summary of the measure as provided by law, using the amended language.

Thank you for your time and attention processing my request.

Sincerely,



Thomas W. Hiltachk

The Taxpayer Protection and Government Accountability Act

[Deleted codified text is denoted in ~~strikeout~~. Added codified text is denoted by *italics and underline*.]

Section 1. Title

This Act shall be known, and may be cited as, the Taxpayer Protection and Government Accountability Act.

Section 2. Findings and Declarations

(a) Californians are overtaxed. We pay the nation's highest state income tax, sales tax, and gasoline tax. According to the U.S. Census Bureau, California's combined state and local tax burden is the highest in the nation. Despite this, and despite two consecutive years of obscene revenue surpluses, state politicians in 2021 alone introduced legislation to raise more than \$234 *billion* in new and higher taxes and fees.

(b) Taxes are only part of the reason for California's rising cost-of-living crisis. Californians pay billions more in hidden "fees" passed through to consumers in the price they pay for products, services, food, fuel, utilities and housing. Since 2010, government revenue from state and local "fees" has more than doubled.

(c) California's high cost of living not only contributes to the state's skyrocketing rates of poverty and homelessness, they are the pushing working families and job-providing businesses out of the state. The most recent Census showed that California's population dropped for the first time in history, costing us a seat in Congress. In the past four years, nearly 300 major corporations relocated to other states, not counting thousands more small businesses that were forced to move, sell or close.

(d) California voters have tried repeatedly, at great expense, to assert control over whether and how taxes and fees are raised. We have enacted a series of measures to make taxes more predictable, to limit what passes as a "fee," to require voter approval, and to guarantee transparency and accountability. These measures include Proposition 13 (1978), Proposition 62 (1986), Proposition 218 (1996), and Proposition 26 (2010).

(e) Contrary to the voters' intent, these measures that were designed to control taxes, spending and accountability, have been weakened and hamstrung by the Legislature, government lawyers, and the courts, making it necessary to pass yet another initiative to close loopholes and reverse hostile court decisions.

Section 3. Statement of Purpose

(a) In enacting this measure, the voters reassert their right to a voice and a vote on new and higher taxes by requiring any new or higher tax to be put before voters for approval. Voters also intend that all fees and other charges are passed or rejected by the voters themselves or a governing body elected by voters and not unelected and unaccountable bureaucrats.

(b) Furthermore, the purpose and intent of the voters in enacting this measure is to increase transparency and accountability over higher taxes and charges by requiring any tax measure placed on the ballot—

either at the state or local level—to clearly state the type and rate of any tax, how long it will be in effect, and the use of the revenue generated by the tax.

(c) Furthermore, the purpose and intent of the voters in enacting this measure is to clarify that any new or increased form of state government revenue, by any name or manner of extraction paid directly or indirectly by Californians, shall be authorized only by a vote of the Legislature and signature of the Governor to ensure that the purposes for such charges are broadly supported and transparently debated.

(d) Furthermore, the purpose and intent of the voters in enacting this measure is also to ensure that taxpayers have the right and ability to effectively balance new or increased taxes and other charges with the rapidly increasing costs Californians are already paying for housing, food, childcare, gasoline, energy, healthcare, education, and other basic costs of living, and to further protect the existing constitutional limit on property taxes and ensure that the revenue from such taxes remains local, without changing or superseding existing constitutional provisions contained in Section 1(c) of Article XIII A.

(e) In enacting this measure, the voters also additionally intend to reverse loopholes in the legislative two-thirds vote and voter approval requirements for government revenue increases created by the courts including, but not limited to, *Cannabis Coalition v. City of Upland*, *Chamber of Commerce v. Air Resources Board*, *Schmeer v. Los Angeles County*, *Johnson v. County of Mendocino*, *Citizens Assn. of Sunset Beach v. Orange County Local Agency Formation Commission*, and *Wilde v. City of Dunsmuir*.

Section 4. Section 3 of Article XIII A of the California Constitution is amended to read:

Sec. 3(a) Every levy, charge, or exaction of any kind imposed by state law is either a tax or an exempt charge.

(b)(1) (a) Any change in state statute law which results in any taxpayer paying a new or higher tax must be imposed by an act passed by not less than two-thirds of all members elected to each of the two houses of the Legislature, and submitted to the electorate and approved by a majority vote, except that no new ad valorem taxes on real property, or sales or transaction taxes on the sales of real property, may be imposed. Each Act shall include:

(A) A specific duration of time that the tax will be imposed and an estimate of the annual amount expected to be derived from the tax.

(B) A specific and legally binding and enforceable limitation on how the revenue from the tax can be spent. If the revenue from the tax can be spent for unrestricted general revenue purposes, then a statement that the tax revenue can be spent for "unrestricted general revenue purposes" shall be included in a separate, stand-alone section. Any proposed change to the use of the revenue from the tax shall be adopted by a separate act that is passed by not less than two-thirds of all members elected to each of the two houses of the Legislature and submitted to the electorate and approved by a majority vote.

(2) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, including a measure proposed by an elector pursuant to Article II, include:

(A) The type and amount or rate of the tax;

(B) The duration of the tax; and

(C) The use of the revenue derived from the tax.

(c) Any change in state law which results in any taxpayer paying a new or higher exempt charge must be imposed by an act passed by each of the two houses of the Legislature. Each act shall specify the type of exempt charge as provided in subdivision (e), and the amount or rate of the exempt charge to be imposed.

(d) ~~(b)~~ As used in this section and in Section 9 of Article II, "tax" means every ~~any~~ levy, charge, or exaction of any kind imposed by the State state law that is not an exempt charge, except the following:

(e) As used in this section, "exempt charge" means only the following:

(1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the State of conferring the benefit or granting the privilege to the payor.

(1) ~~(2)~~ A reasonable charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the State of providing the service or product to the payor.

(2) ~~(3)~~ A charge imposed for the reasonable regulatory costs to the State incident to issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

(3) A levy, charge, or exaction collected from local units of government, health care providers or health care service plans that is primarily used by the State of California for the purposes of increasing reimbursement rates or payments under the Medi-Cal program, and the revenues of which are primarily used to finance the non-federal portion of Medi-Cal medical assistance expenditures.

(4) A reasonable charge imposed for entrance to or use of state property, or the purchase, rental, or lease of state property, except charges governed by Section 15 of Article XI.

(5) A fine, or penalty, ~~or other monetary charge~~ including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or the State, as a result of a state administrative enforcement agency pursuant to adjudicatory due process, to punish a violation of law.

(6) A levy, charge, assessment, or exaction collected for the promotion of California tourism pursuant to Chapter 1 (commencing with Section 13995) of Part 4.7 of Division 3 of Title 2 of the Government Code.

(f) ~~(e)~~ Any tax or exempt charge adopted after January 1, ~~2022~~ 2010, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted by the Legislature and signed into law by the Governor in compliance with the requirements of this section.

(g) ~~(1) ~~(d)~~~~ The State bears the burden of proving by a preponderance of the clear and convincing evidence that a levy, charge, or other exaction is an exempt charge and not a tax. The State bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor. ~~, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and~~

that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by state law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind as being voluntary, or paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be a factor in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(h) As used in this section:

(1) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(2) "Extend" includes, but is not limited to, doing any of the following with respect to a tax or exempt charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

(3) "Impose" means adopt, enact, reenact, create, establish, collect, increase or extend.

(4) "State law" includes, but is not limited to, any state statute, state regulation, state executive order, state resolution, state ruling, state opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by the legislative or executive branches of state government. "State law" does not include actions taken by the Regents of the University of California, Trustees of the California State University, or the Board of Governors of the California Community Colleges.

Section 5. Section 1 of Article XIII C of the California Constitution is amended, to read:

Sec. 1. Definitions. As used in this article:

(a) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(b) "Extend" includes, but is not limited to, doing any of the following with respect to a tax, exempt charge, or Article XIII D assessment, fee, or charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

(c) (a) "General tax" means any tax imposed for general governmental purposes.

(d) "Impose" means adopt, enact, reenact, create, establish, collect, increase, or extend.

(e) (b) "Local government" means any county, city, city and county, including a charter city or county, any special district, or any other local or regional governmental entity, or an elector pursuant to Article II or the initiative power provided by a charter or statute.

(f) "Local law" includes, but is not limited to, any ordinance, resolution, regulation, ruling, opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by a local government.

(g) (c) "Special district" means an agency of the State, formed pursuant to general law or a special act, for the local performance of governmental or proprietary functions with limited geographic boundaries including, but not limited to, school districts and redevelopment agencies.

(h) (d) "Special tax" means any tax imposed for specific purposes, including a tax imposed for specific purposes, which is placed into a general fund.

(i) (e) As used in this article, and in Section 9 of Article II, "tax" means every ~~any~~ levy, charge, or exaction of any kind, imposed by a local government law that is not an exempt charge, ~~except the following:~~

(i) As used in this section, "exempt charge" means only the following:

(1) ~~A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.~~

(1) (2) A reasonable charge imposed for a specific local government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the local government of providing the service or product.

(2) (3) A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

(3) (4) A reasonable charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.

(4) (5) A fine, or penalty, or other monetary charge including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or a local government administrative enforcement agency pursuant to adjudicatory due process, as a result of to punish a violation of law.

(5) (6) A charge imposed as a condition of property development. No levy, charge, or exaction regulating or related to vehicle miles traveled may be imposed as a condition of property development or occupancy.

(6) (7) An Assessments and property related fees assessment, fee, or charge imposed in accordance with the provisions of subject to Article XIII D, or an assessment imposed upon a business in a tourism marketing district, a parking and business improvement area, or a property and business improvement district.

(7) A charge imposed for a specific health care service provided directly to the payor and that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the health care service. As used in this paragraph, a "health care service" means a service licensed or exempt from licensure by the state pursuant to Chapters 1, 1.3, or 2 of Division 2 of the Health and Safety Code.

The local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Section 6. Section 2 of Article XIII C of the California Constitution is amended to read:

Sec. 2. Local Government Tax Limitation. Notwithstanding any other provision of this Constitution:

(a) Every levy, charge, or exaction of any kind imposed by local law is either a tax or an exempt charge. All taxes imposed by any local government shall be deemed to be either general taxes or special taxes. Special purpose districts or agencies, including school districts, shall have no power to levy general taxes.

(b) No local ~~law government, whether proposed by the governing body or by an elector,~~ may impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body.

(c) ~~Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b).~~ (d) No local ~~law government, whether proposed by the governing body or by an elector,~~ may impose, ~~extend, or increase~~ any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.

(d) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, include:

(1) The type and amount or rate of the tax;

(2) the duration of the tax; and

(3) The use of the revenue derived from the tax. If the proposed tax is a general tax, the phrase "for general government use" shall be required, and no advisory measure may appear on the same ballot that would indicate that the revenue from the general tax will, could, or should be used for a specific purpose.

(e) Only the governing body of a local government, other than an elector pursuant to Article II or the initiative power provided by a charter or statute, shall have the authority to impose any exempt charge. The governing body shall impose an exempt charge by an ordinance specifying the type of exempt charge

as provided in Section 1(j) and the amount or rate of the exempt charge to be imposed, and passed by the governing body. This subdivision shall not apply to charges specified in paragraph (7) of subdivision (j) of Section 1.

(f) No amendment to a Charter which provides for the imposition, extension, or increase of a tax or exempt charge shall be submitted to or approved by the electors, nor shall any such amendment to a Charter hereafter submitted to or approved by the electors become effective for any purpose.

(g) Any tax or exempt charge adopted after January 1, 2022, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted in compliance with the requirements of this section.

(h)(1) The local government bears the burden of proving by clear and convincing evidence that a levy, charge or exaction is an exempt charge and not a tax. The local government bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor.

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by a local law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind imposed by a local law as being paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be factors in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

Section 7. Section 3 of Article XIII D of the California Constitution is amended, to read:

Sec. 3. Property Taxes, Assessments, Fees and Charges Limited

(a) No tax, assessment, fee, ~~or~~ charge, or surcharge, including a surcharge based on the value of property, shall be assessed ~~by any agency~~ upon any parcel of property or upon any person as an incident of property ownership except:

(1) The ad valorem property tax ~~imposed pursuant to~~ described in Section 1(a) of Article XIII and Section 1(a) of Article XIII A, and described and enacted pursuant to the voter approval requirement in Section 1(b) of Article XIII A.

(2) Any special non-ad valorem tax receiving a two-thirds vote of qualified electors pursuant to Section 4 of Article XIII A, or after receiving a two-thirds vote of those authorized to vote in a community facilities district by the Legislature pursuant to statute as it existed on December 31, 2021.

(3) Assessments as provided by this article.

(4) Fees or charges for property related services as provided by this article.

(b) For purposes of this article, fees for the provision of electrical or gas service shall not be deemed charges or fees imposed as an incident of property ownership.

Section 8. Sections 1 and 14 of Article XIII are amended to read:

Sec. 1 Unless otherwise provided by this Constitution or the laws of the United States:

(a) All property is taxable and shall be assessed at the same percentage of fair market value. When a value standard other than fair market value is prescribed by this Constitution or by statute authorized by this Constitution, the same percentage shall be applied to determine the assessed value. The value to which the percentage is applied, whether it be the fair market value or not, shall be known for property tax purposes as the full value.

(b) All property so assessed shall be taxed in proportion to its full value.

(c) All proceeds from the taxation of property shall be apportioned according to law to the districts within the counties.

Sec. 14. All property taxed by state or local government shall be assessed in the county, city, and district in which it is situated. Notwithstanding any other provision of law, such state or local property taxes shall be apportioned according to law to the districts within the counties.

Section 9. General Provisions

A. This Act shall be liberally construed in order to effectuate its purposes.

B. (1) In the event that this initiative measure and another initiative measure or measures relating to state or local requirements for the imposition, adoption, creation, or establishment of taxes, charges, and other revenue measures shall appear on the same statewide election ballot, the other initiative measure or measures shall be deemed to be in conflict with this measure. In the event that this initiative measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other initiative measure or measures shall be null and void.

(2) In furtherance of this provision, the voters hereby declare that this measure conflicts with the provisions of the "Housing Affordability and Tax Cut Act of 2022" and "The Tax Cut and Housing Affordability Act," both of which would impose a new state property tax (called a "surcharge") on certain real property, and where the revenue derived from the tax is provided to the State, rather than retained in the county in which the property is situated and for the use of the county and cities and districts within the county, in direct violation of the provisions of this initiative.

(3) If this initiative measure is approved by the voters, but superseded in whole or in part by any other conflicting initiative measure approved by the voters at the same election, and such conflicting initiative is later held invalid, this measure shall be self-executing and given full force and effect.

C. The provisions of this Act are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this Act is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Act. The People of the State of California hereby declare that they would have adopted this Act and each and every portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not

declared invalid or unconstitutional without regard to whether any portion of this Act or application thereof would be subsequently declared invalid.

D. If this Act is approved by the voters of the State of California and thereafter subjected to a legal challenge alleging a violation of state or federal law, and both the Governor and Attorney General refuse to defend this Act, then the following actions shall be taken:

(1) Notwithstanding anything to the contrary contained in Chapter 6 of Part 2 of Division 3 of Title 2 of the Government Code or any other law, the Attorney General shall appoint independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(2) Before appointing or thereafter substituting independent counsel, the Attorney General shall exercise due diligence in determining the qualifications of independent counsel and shall obtain written affirmation from independent counsel that independent counsel will faithfully and vigorously defend this Act. The written affirmation shall be made publicly available upon request.

(3) A continuous appropriation is hereby made from the General Fund to the Controller, without regard to fiscal years, in an amount necessary to cover the costs of retaining independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(4) Nothing in this section shall prohibit the proponents of this Act, or a bona fide taxpayers association, from intervening to defend this Act.



COUNCIL COMMUNICATION

CC #: 2715

File #: 0206-03-01

Title: Longmeadow Parkside Community Facilities District No. 1 Bond Refunding

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

Meeting Date: 5/17/2023

Item #: 8.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the Resolution Authorizing the Issuance of Special Tax Refunding Bonds for and on Behalf of the City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities), Approving and Directing the Execution of a Fiscal Agent Agreement, Approving the Form of Preliminary Official Statement, Approving Sale of Such Bonds Pursuant to Bond Purchase Agreement, and Approving the Other Related Documents and Actions.

The attached resolution authorizes the execution and delivery of the following documents required for the refunding for Longmeadow Parkside Community Facilities District No. 1:

- Fiscal Agent Agreement
- Bond Purchase Agreement
- Preliminary Official Statement

BACKGROUND

Longmeadow Parkside Community Facilities District (CFD) No. 1 was formed on October 19, 2005 by the adoption of Resolution 05-536. The Series 2005 Bonds were issued on November 17, 2005 with an original par amount of \$9,165,000 and then were refunded on February 14, 2013 with a par amount of \$8,290,000. The proposed Series 2023 Bonds will refund the 2013 series of bonds to achieve a present value savings of approximately 5% consistent with the City's Management Policy. The refunding bonds, with a not-to-exceed par amount of \$7 million, will provide new money for additional authorized improvements and will not increase the term of the outstanding bonds.

FISCAL IMPACT

There will be no fiscal impact to the General Fund as all bond issuance costs will be paid from bond proceeds. The CFD will continue to generate special taxes that will be paid by the property owners sufficient to pay the costs of debt service and CFD administration.

ENVIRONMENTAL REVIEW

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

COMPLIANCE STATEMENT

In accordance with Government Code 5852.1, the following information consists of estimates of certain costs and charges for the Bonds that have been provided by the City's municipal financial advisor, which has been represented by such party to have been provided in good faith: (1) estimated true interest costs of the Bonds: 3.05%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): \$316,108.75; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges, reserves and capitalized interest, if any): \$4,813,655; and (4) estimated total payment amount (sum total of all payments to pay debt service on the Bonds plus the finance charge not paid with proceeds of the Bonds) calculated to the final maturity of the Bonds: \$7,240,940.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-179

Fiscal Agent Agreement

Bond Purchase Agreement

Preliminary Official Statement

RESOLUTION NO. 23-179

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE LONGMEADOW PARKSIDE COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS PURSUANT TO BOND PURCHASE AGREEMENT, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, this City Council (the "Council") of the City of Roseville (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form the Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of improvements within the District; and

WHEREAS, following a vote of landowners in the District authorizing the levy of a special tax, the Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the District in the maximum principal amount of not to exceed \$11,500,000; and

WHEREAS, in 2005, the Council authorized bonds to be issued for the District in the original principal amount of \$9,165,000 designated City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2005 (the "2005 Bonds"); and

WHEREAS, in 2013, in order to generate debt service savings, the Council authorized refunding bonds to be issued for the District in the original principal amount of \$8,290,000 designated City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2013 (the "2013 Bonds"), which 2013 Bonds refunded all of the 2005 Bonds;

WHEREAS, in order to generate debt service savings, the City desires to refund all of the 2013 Bonds, and, after due investigation and deliberation the City has determined that it is in the interests of the City and the District at this time for the Council, as legislative body of the District, to authorize a series of special tax bonds as refunding bonds for the District, designated City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2023 (the "2023 Bonds"); and

WHEREAS, there has been submitted to the Council a form of Fiscal Agent Agreement (the "Fiscal Agent Agreement"), between the City and U.S. Bank Trust Company, National Association, as fiscal agent, which provides for the issuance the 2023 Bonds of the City for the District, and the Council, with the aid of City staff, has reviewed the Fiscal Agent Agreement and found it to be in proper order, and now desires to approve the Fiscal Agent Agreement and the issuance of the 2023 Bonds; and

WHEREAS, the City proposes to sell the 2023 Bonds to Piper Sandler & Co., as underwriter (the “Underwriter”), pursuant to the terms of a Bond Purchase Agreement (the “Bond Purchase Agreement”) by and between the City and the Underwriter, and the Underwriter proposes to offer the 2023 Bonds to the investing public by means of a Preliminary Official Statement (the “Preliminary Official Statement”); and

WHEREAS, it appears that each of said documents and instruments which are now before this meeting is in appropriate form and is an appropriate document or instrument to be executed and delivered for the purpose intended; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the 2023 Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Findings.** The Council hereby makes the following findings and determinations: (i) it is prudent in the management and development of the City and the District to issue the 2023 Bonds for the purpose of providing moneys for the refunding of the 2013 Bonds to achieve interest cost savings for the taxpayers within the District, (ii) the 2023 Bonds and the District are in compliance with the City’s guidelines for issuance of Mello-Roos bonds, except that to the extent refunding savings parameters set forth in the guidelines cannot be achieved upon pricing the 2023 Bonds, the Council hereby waives such parameters if and to the extent an Authorized Officer (defined below) deems, evidenced by execution of the Bond Purchase Agreement, that a lesser parameter serves the public interest and achieves savings for taxpayers in the District, and (iii) the value of the real property within the District subject to the special tax to pay debt service on the proposed 2023 Bonds, based upon the current assessed valuation of property in the District, is at least three times the principal amount of the proposed 2023 Bonds to be secured by a special tax levied pursuant to the Act on property within the District.

2. **Law Applicable.** For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the 2023 Bonds.

3. **Bonds Authorized.** Pursuant to the Act, this Resolution, the Fiscal Agent Agreement, special tax bonds of the City for the District designated as “City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2023” in an aggregate principal amount not to exceed \$7,000,000 are hereby authorized to be issued. The 2023 Bonds may include an amount of additional proceeds for capital projects within the City, as determined by an Authorized Officer. The 2023 Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

4. **Fiscal Agent Agreement.** The Council hereby approves the Fiscal Agent Agreement in the form presented to the Council at this meeting. The City Manager, the Assistant City Manager or such other person or persons as either of them may designate (collectively, the “Authorized Officers”) are each hereby authorized and directed to execute the

Fiscal Agent Agreement, for and in the name and on behalf of the City and the District, in such form, together with any additions thereto or changes therein, including providing for municipal bond insurance or a reserve surety, deemed necessary or advisable by the Authorized Officer executing such document, upon consultation Bond Counsel. The proceeds of the 2023 Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Fiscal Agent Agreement. The Council hereby authorizes the execution, delivery and performance by the City of the Fiscal Agent Agreement as an Authorized Officer deems appropriate.

5. **Covenant to Foreclose.** The City hereby covenants, for the benefit of the owners of the 2023 Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the 2023 Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

6. **Approval of Official Statement.** The Council hereby approves the Preliminary Official Statement with respect to the 2023 Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement “final” pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the 2023 Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, to deliver to the Underwriter a certificate with respect to the information set forth therein and to deliver to the Underwriter a continuing disclosure undertaking, the form of which is included as part of the Preliminary Official Statement, in substantially such form, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

7. **Approval of Bond Purchase Agreement.** The Council hereby approves the Bond Purchase Agreement between the City and the Underwriter, in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of Bonds shall not exceed \$7,000,000 or result in an Underwriter’s discount in excess of 1.35%, or a true interest cost in excess of 5.00%. Subject to the foregoing parameters, an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

8. **Actions Authorized.** All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and the sale and issuance of the 2023 Bonds are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the 2023 Bonds in accordance with this resolution, and any certificate, agreement,

and other document described in the documents herein approved. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

9. **Effectiveness.** This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2023, by the following vote of the City Council:

AYES: COUNCILMEMEBERS
NOES: COUNCILMEMEBERS
ABSENT: COUNCILMEMEBERS
ABSTAIN: COUNCILMEMEBERS

Mayor

ATTEST:

City Clerk

FISCAL AGENT AGREEMENT

Between

CITY OF ROSEVILLE

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent**

Dated as of June 1, 2023

**\$ _____
CITY OF ROSEVILLE
LONGMEADOW PARKSIDE COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2023**

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FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (this "Agreement") is made and entered into as of June 1, 2023, by and between the City of Roseville, a municipal corporation and charter city organized and existing under and by virtue of the Constitution and laws of the State of California (the "City"), for and on behalf of the City's Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) (the "CFD"), and U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent"), and governs the terms of the City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2023 (the "Bonds").

RECITALS:

WHEREAS, the City Council of the City formed the CFD under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California (the "Act"); and

WHEREAS, under the provisions of the Act, on behalf of the CFD, the City in 2005 issued its City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Bonds (the "2005 Bonds") to refinance the costs of facilities constructed and acquired for the CFD (the "Project"); and

WHEREAS, under the provisions of the Act, on behalf of the CFD, the City in 2013 issued its City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds (the "2013 Bonds" or the "Prior Bonds") to refinance the 2005 Bonds in full; and

WHEREAS, the City wishes to refinance the Prior Bonds to take advantage of current interest rates; and

WHEREAS, the Prior Bonds are subject to redemption on any Interest Payment Date on or after September 1, 2023, in whole or in part, at a redemption price equal to 100% of the principal amount of the Prior Bonds to be redeemed, plus accrued interest to the date fixed for redemption, and the City wishes to refinance the Prior Bonds to take advantage of current interest rates; and

WHEREAS, on _____, 2023, for the primary purpose of refinancing the Prior Bonds, the City Council adopted Resolution No. 23-_____ (the "Resolution") authorizing the issuance and sale of the Bonds by the City for and on behalf of the CFD pursuant to this Agreement, which special tax bonds shall be issued in a single series; and

WHEREAS, the City has determined that it is in the public interest and for the benefit of the City, the persons responsible for the payment of special taxes and the owners of the Bonds that the City enter into this Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the bonds, and the administration and payment of the Bonds; and

WHEREAS, the City has determined that all things necessary to cause the Bonds, when authenticated by the Fiscal Agent and issued as provided in the Act, the Resolution and this

Agreement, to be legal, valid and binding and limited obligations in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in order to establish the terms and conditions upon and subject to which the Bonds are to be issued, and in consideration of the premises and of the mutual covenants contained herein and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the City does hereby covenant and agree, for the benefit of the Owners of the Bonds as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS STATUTORY AUTHORITY AND
DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. The Fiscal Agent may become the Owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Sections 53311 *et seq.* of the California Government Code.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general funds pursuant to Section 6.02, and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the issuance and administration of the Bonds and/or the discharge of their respective duties hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States) and, in the case of the City, in any way related to the administration of the District. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the Outstanding Bonds due in such Bond Year.

“Assistant City Manager” means the Assistant City Manager/Chief Financial Officer of the City, including any person “acting” or serving in such capacity in an “interim” manner, and if there is no Assistant City Manager/Chief Financial Officer, the Finance Director, Treasurer or Chief Financial Officer of the City or an authorized designee of such official.

“Authorized Officer” means the Assistant City Manager/Chief Financial Officer, City Manager or City Clerk of the City, or any other Person authorized by the City to perform an act or sign a document on behalf of the City for purposes of this Fiscal Agent Agreement.

“Bonds” means the City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2023.

“Bond Counsel” means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Fund” means the fund by that name established pursuant to Section 4.02(A) hereof.

“Bond Year” means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on September 1, 2023.

“Business Day” means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

“CDIAC” means the California Debt and Investment Advisory Commission of the office of the State Treasurer of the State of California or any successor agency or bureau thereto.

“City” means the City of Roseville, California, and any successor thereto.

“Closing Date” means the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser.

“Code” means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of June 1, 2023, by and among the City and Willdan Financial Services, in its capacity as initial Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Costs of Issuance Fund” means the fund by that name established pursuant to Section 3.04(A) hereof.

“Cost of Issuance” means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent, including its first annual administration fee, expenses incurred by the City in connection with the issuance of the Bonds, financial advisor fees, Bond (underwriter’s) discount or underwriting fee, premiums for municipal bond insurance and/or reserve fund insurance, legal fees and charges, including bond counsel, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

“Debt Service” means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

“District” means the City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) formed pursuant to the Resolution of Formation.

“Escrow Agent” means U.S. Bank Trust Company, National Association, or a successor escrow agent appointed pursuant to the Escrow Agreement.

“Escrow Agreement” means the Escrow Agreement, dated as of June 1, 2023, by and between the City and the Escrow Agent.

“Escrow Fund” means the Escrow Fund established with respect to the Prior Bonds pursuant to the Escrow Agreement.

“Fair Market Value” means, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the City and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

“Federal Securities” means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

- (i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States

Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as “stripped” obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (A) direct obligations of the Export Import Bank, (B) certificates of beneficial ownership issued by the Farmers Home Administration, (C) participation certificates issued by the General Services Administration, (D) mortgage backed bonds or passthrough obligations issued and guaranteed by the Government National Mortgage Association, (E) project notes issued by the United States Department of Housing and Urban Development, and (F) public housing notes and bonds guaranteed by the United States of America.

“Fiscal Agent” means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

“Fiscal Year” means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

“Interest Payment Dates” means March 1 and September 1 of each year, commencing September 1, 2023.

“Maximum Annual Debt Service” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

“Officer’s Certificate” means a written certificate of the City signed by an Authorized Officer of the City.

“Ordinance” means any ordinance of the City levying the Special Taxes.

“Original Purchaser” means the first purchaser of the Bonds from the City.

“Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City pursuant to the Agreement or any Supplemental Agreement.

“Owner” or *“Bondowner”* means any person who shall be the registered owner of any Outstanding Bond.

“Participating Underwriter” shall have the meaning ascribed thereto in the Continuing Disclosure Agreement.

“Permitted Investments” means any of the following, to the extent that they are lawful investments for City funds at the time of investment, and are acquired at Fair Market Value

(the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Federal Securities;

(ii) any of following obligations of federal agencies not guaranteed by the United States of America: (a) debentures issued by the Federal Housing Administration; (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation or Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks or Banks for Cooperatives); (c) bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, bonds of any federal home loan bank established under said act and stocks, bonds, debentures, participations and other obligations of or issued by the Federal National Mortgage Association, the Student Loan Marketing Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation; and bonds, notes or other obligations issued or assumed by the International Bank for Reconstruction and Development;

(iii) interest-bearing demand or time deposits (including certificates of deposit) in federal or State of California chartered banks (including the Fiscal Agent and its affiliates), provided that (a) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be rated in one of the top two rating categories by a nationally recognized rating service, and (b) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank (or the unsecured obligations of the parent bank holding company of which such bank is the lead bank) shall be rated in one of the top two rating categories by a nationally recognized rating service;

(iv) repurchase agreements with a registered broker/dealer subject to the Securities Investors Protection Corporation Liquidation in the event of insolvency, or any commercial bank provided that: (a) the unsecured obligations of such bank shall be rated in one of the top two rating categories by a nationally recognized rating service, or such bank shall be the lead bank of a banking holding company whose unsecured obligations are rated in one of the top two rating categories by a nationally recognized rating service; (b) the most recent reported combined capital, surplus and undivided profits of such bank shall be not less than \$100 million; (c) the repurchase obligation under any such repurchase obligation shall be required to be performed in not more than thirty (30) days; (d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures described by 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in the one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or Moody's Investor Service, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Fiscal Agent or an affiliate of the Fiscal Agent receives fees from funds for services rendered, (ii) the Fiscal Agent collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(viii) units of a taxable government money market portfolio comprised solely of obligations listed in (i) and (iv) above, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Fiscal Agent or an affiliate of the Fiscal Agent receives fees from funds for services rendered, (ii) the Fiscal Agent collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(ix) any investment which is a legal investment for proceeds of the Bonds at the time of the execution of such agreement, and which investment is made pursuant to an agreement between the City or the Fiscal Agent or any successor Fiscal Agent and a financial institution or governmental body whose long term debt obligations are rated in one of the top two rating categories by a nationally recognized rating service;

(x) commercial paper which at the time of purchase is of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service, or Standard and Poor's Corporation, of issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000) and having an "AA" or higher rating for the issuer's debentures, other than commercial paper, as provided for by Moody's Investors Service or Standard and Poor's Corporation, and provided that purchases of eligible commercial paper may not exceed 180 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation;

(xi) any general obligation of a bank or insurance company whose long term debt obligations are rated in one of the two highest rating categories of a national rating service;

(xii) shares in a common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(xiii) shares in the California Asset Management Program;

(xiv) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however*, that the Fiscal Agent shall be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement: or

(xv) any other lawful investment for City funds.

"Prepayment Account" means the account within the Bond Fund by that name established pursuant to Section 4.02(A) hereof.

"Principal Office" means the corporate trust office of the Fiscal Agent set forth in Section 9.06, or such other or additional offices as may be designated by the Fiscal Agent.

"Prior Bonds" or *"2013 Bonds"* means the City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2013, issued in the original principal amount of \$8,290,000.

"Prior Bonds Fiscal Agent" means U.S. Bank Trust Company, National Association, as successor fiscal agent with respect to the Prior Bonds under the Prior Bonds Fiscal Agent Agreement.

"Prior Bonds Fiscal Agent Agreement" means the Fiscal Agent Agreement, dated as of February 1, 2013, between the City, for and on behalf of the CFD, and the Prior Bonds Fiscal Agent.

"Record Date" means the fifteenth (15th) day of the month next preceding the month of the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Reserve Fund" means the fund by that name established pursuant to Section 4.03(A) hereof.

"Reserve Requirement" means an amount equal to the lesser of (a) Maximum Annual Debt Service on the Outstanding Bonds, (b) 125% of average annual Debt Service, or (c) ten percent (10%) of the total proceeds of the Bonds deposited under Section 3.02 hereof.

"Resolution" means Resolution No. 23-_____ adopted by the City Council of the City on _____, 2023, which resolution, among other matters, authorized the issuance of the Bonds.

"Resolution of Formation" means Resolution No. 05-536, adopted by the City Council of the City on October 19, 2005, establishing the District for the purpose of providing for the financing of certain public facilities in and for such District.

"Series" means a series of bonds issued under this Fiscal Agent Agreement.

“Special Tax Fund” means the fund by that name established by Section 3.03(A) hereof.

“Special Tax Revenues” means the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), but shall not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

“Special Taxes” means the special taxes levied within the District pursuant to the Act, the Ordinance and this Agreement.

“Supplemental Agreement” means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

ARTICLE II

THE BONDS

Section 2.01. Principal Amount; Designation. Under and pursuant to the Act, the Bonds in the aggregate principal amount of \$_____ shall be issued for the purpose of (a) refunding and defeasing the Prior Bonds, (b) funding the Reserve Requirement, and (c) funding the Costs of Issuance.

Section 2.02. Terms of Bonds.

(A) Form; Denominations. The Bonds shall be issued as fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof. Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(B) Date of Bonds. The Bonds shall be dated the Closing Date.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers may be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities. The Bonds shall be issued as serial bonds and shall mature and become payable as follows:

Maturity (September 1)	Principal	Interest Rate
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(E) Interest. The Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on the Interest Payment Dates by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds; provided that so long as any Bonds are in book-entry form, payments with respect to such Bonds shall be made by wire transfer or such other method acceptable to the Fiscal Agent. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America upon surrender of the Bonds at the Principal Office of the Fiscal Agent. All Bonds paid by the Fiscal Agent pursuant to this Section shall be cancelled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled Bonds and issue a certificate of destruction thereof to the City.

Section 2.03. Redemption.

(A) Redemption Dates.

(i) Optional Redemption. The Bonds are subject to optional redemption from any source of available funds prior to maturity, in whole, or in part among series and maturities as will be specified by the City and by lot within a maturity, on any date on or after September 1, 20____, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

(ii) Mandatory Redemption From Prepayments. The Bonds are subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among series and maturities as will be specified by the City and by lot within a maturity, or any Interest Payment Date at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

(iii) Mandatory Sinking Fund Redemption. The Bonds maturing September 1, 20____ and September 1, 20____ are subject to mandatory sinking payment redemption in part on September 1, 20____ and September 1, 20____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of their principal amount to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
_____	_____

Term Bonds Maturing September 1, 20____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
_____	_____

The proceeds of any such Prepayment shall be deposited in the Prepayment Account of the Bond Fund and applied by the Fiscal Agent to pay the redemption price of the Bonds.

The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem Bonds pursuant to subsections A(i) and (A)(ii) not less than 60 days prior to the applicable redemption date and shall provide the Fiscal Agent with a revised sinking fund schedule.

(B) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed by giving the individual CUSIP number and Bond number of each Bond to be redeemed or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called in part the principal amount thereof to be redeemed, and shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP

number identifying, by issue and maturity, of the Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in this Agreement for the redemption of less than all of the Bonds of any maturity, the Fiscal Agent shall select the Bonds to be redeemed, from all Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

The City shall have the right to rescind any notice of prepayment delivered by the Fiscal Agent prior to the date fixed for prepayment.

(C) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption shall have been deposited in the Bond Fund, such Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled Bonds and issue a certificate of destruction thereof to the City.

Section 2.04. Form of Bonds. The Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City may be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity.

No transfers of Bonds shall be required to be made (i) within fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) within fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office, sufficient books for the registration and transfer of the Bonds (the "Bond Register"), which books shall show the series number, date, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent who shall deliver a certificate of destruction thereof to the City. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the Fiscal Agent and the City satisfactory to the Fiscal Agent shall be given, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Limited Obligation. All obligations of the City under this Agreement and the Bonds shall be special obligations of the City, payable solely from the Special Tax Revenues and the funds pledged therefore hereunder. Neither the full faith and credit nor the taxing power of the City (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section 2.13 shall in any way prohibit the prepayment or redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03 hereof.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Agreement, the City may issue the Bonds for the District in the aggregate principal amount set forth in Section 2.01 or as authorized in any supplemental agreement and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance of the Bonds from the proceeds of the Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of Bonds.

(a) The proceeds of the purchase of the Bonds by the Original Purchaser in the amount of \$_____ (representing the principal of amount of the Bonds, less an underwriter's discount of \$_____, plus/less [net] original issue premium/discount of \$_____), shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

- (i) Transfer to the Escrow Agent for deposit into the Escrow Fund \$_____;
- (ii) Deposit in the Costs of Issuance Fund \$_____;
- (iii) Transfer to the City for CFD authorized improvements \$_____;
- [(iv) Deposit in the Reserve Fund \$_____, equaling the initial Reserve Requirement.]

(b) In addition to the moneys received under subsection (a), on the Closing Date the City shall cause to be transferred to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

- (i) \$_____ held by the City in the Special Tax Fund shall immediately be transferred to the Escrow Agent for deposit under and pursuant to the Escrow Agreement;
- (ii) \$_____ held by the Prior Bonds Fiscal Agent in the Reserve Fund for the Prior Bonds, shall be paid to the Fiscal Agent which the Fiscal Agent will immediately transfer to the Escrow Agent for deposit under and pursuant to the Escrow Agreement; and
- (iii) Any other moneys held by the Prior Bonds Fiscal Agent with regard to the Prior Bonds, shall be immediately transferred to the Bond Fund established hereunder.

Section 3.03. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established as a separate fund to be held by the Assistant City Manager, the Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2023, Special Tax Fund, to the credit of which the City shall deposit, immediately upon receipt, all Special Tax Revenues received by the City and any amounts required hereunder to be deposited in the Special Tax Fund. Moneys in the Special Tax Fund shall be held in trust by the City for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. As soon as practicable after the receipt by the City of any Special Tax Revenues or the transfer of amounts to the Special Tax Fund pursuant to the terms hereof, but no later than 10 Business Days after such receipt or transfer, the City shall withdraw from the Special Tax Fund and transfer: (i) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds during the then-current Bond Year, and (ii) to the Fiscal Agent for deposit in the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement. At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the Reserve Fund balance to the Reserve Requirement, the amount in the Special Tax Fund in excess of such amount shall be available to the City to pay Administrative Expenses; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than 10 Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account to be used for the redemption of Bonds.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 3.04. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Costs of Issuance Fund, to the credit of which a deposit shall be made as required by Section 3.02(a)(iii). Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance of the Bonds.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in an Officer's Certificate of the City containing respective amounts to be paid to the designated payees and delivered to the Fiscal Agent. The Fiscal Agent shall pay all Costs of Issuance of the Bonds upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate of the City requesting payment of a Cost of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date of the Bonds. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. With respect to each such Officer's Certificate, the City certifies that it has reviewed any wire

instructions set forth in such written disbursement direction to confirm such wire instructions are accurate. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 2 months, from the Closing Date of the Bonds and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Assistant City Manager for deposit by the Assistant City Manager in the Special Tax Fund. Thereafter, every invoice received by the Fiscal Agent shall be submitted to the Assistant City Manager for payment from amounts on deposit in the Special Tax Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV

SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues and Other Amounts. All of the Special Tax Revenues and all moneys deposited in the Bond Fund, the Reserve Fund and the Special Tax Fund are hereby pledged to secure the repayment of the Bonds. Such pledge shall constitute a first lien on the Special Tax Revenues and said amounts. The Special Tax Revenues and all moneys deposited into the such funds (except as otherwise provided herein) are hereby dedicated in their entirety to the payment of the principal of and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

Amounts in the Costs of Issuance Fund are not pledged to the repayment of the Bonds. The facilities acquired with the proceeds of the Bonds are not in any way pledged to pay the Debt Service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any facilities financed with the proceeds of the Bonds are not pledged to pay the Debt Service on the Bonds and are free and clear of any lien or obligation imposed hereunder.

Section 4.02. Bond Fund.

(A) Establishment of Bond Fund. There is hereby established as a separate fund to be held by the Fiscal Agent the Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Bond Fund, to the credit of which deposits shall be made as required by Section 3.02, clause (ii) of Section 3.03(B), Section 4.03 and any other amounts required to be deposited therein by this Agreement or the Act. Moneys in the Bond Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Within the Bond Fund there is hereby established the Prepayment Account, which shall be used exclusively for the administration of any prepayments of Special Taxes to assure the timely redemption of Bonds. Monies in the Prepayment Account shall be used to redeem Bonds on the redemption date specified in the notice to the Fiscal Agent given pursuant to Section 2.03. In the event all of the Special Taxes are prepaid in full, the Prepayment Account shall be closed.

(B) Disbursements. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds, however, that if the amounts so transferred under this Section 4.02(B) equal the amount due on the Bonds for the then-current bond year and if there is excess moneys in the Bond Fund, such excess shall be paid to the City upon receiving a request from an Authorized Officer to do so.

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall withdraw from the Reserve Fund to the extent of any funds therein, the amount of such insufficiency, and the Fiscal Agent shall provide written notice to the Assistant City Manager of the amounts so

withdrawn from the Reserve Fund. Amounts so withdrawn from the Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds.

(C) Investment. Moneys in the Bond Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Bond Fund to be used for the purposes of such fund.

(D) Deficiency. If ten days before any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner, the Fiscal Agent shall report to the Assistant City Manager such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

If on any Interest Payment Date the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds the Fiscal Agent shall notify the Assistant City Manager in writing of such fact, and the Assistant City Manager shall notify CDIAC of such fact within 10 days of such Interest Payment Date. The Fiscal Agent has no obligation under this Agreement to provide notice or disclosure to the Bondowners of insufficient funds or anticipation of deficiency in the Bond Fund.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established as a separate fund to be held by the Fiscal Agent the Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Reserve Fund, to the credit of which a deposit shall be made as required by Section 3.02 and deposits shall be made as provided in Section 3.03(B). Moneys in the Reserve Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds as a reserve for the payment of principal of, and interest on, the Bonds and shall be subject to a lien in favor of the Owners of the Bonds.

(B) Use of Fund. Except as otherwise provided in this Section, all amounts deposited in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency within 5 days prior to any Interest Payment Date in the Bond Fund of the amount required for payment of the principal of, and interest on, the Bonds on such Interest Payment Date. Whenever transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent shall provide written notice thereof to the Assistant City Manager.

(C) Transfer of Excess of Reserve Requirement. Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund exceeds the then applicable Reserve Requirement, the Fiscal Agent shall provide written notice to the Assistant City Manager of the amount of the excess and, following any transfer required pursuant to

Section 4.03(D) below, shall transfer an amount equal to the excess from the Reserve Fund to the Bond Fund to be used for the payment of the principal of and interest on the Bonds in accordance with Section 4.02; provided, however, that to the extent that such excess results from the prepayment of Special Taxes, such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

(D) Transfer for Rebate Purposes. Investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the federal government to comply with Section 6.02.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and after making any transfer required under Section 4.03(D) above and upon receipt of an Officer's Certificate directing it to do so, the Fiscal Agent shall transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date to the payment and redemption, in accordance with Section 4.02 or 2.03 as applicable, of all of the Outstanding Bonds. In the event that the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund shall be transferred to the City, after payment of any amounts due the Fiscal Agent hereunder, to be used for any lawful purpose of the City.

Notwithstanding the foregoing, no amounts shall be transferred from the Reserve Fund pursuant to this Section 4.03(E) until after the calculation, pursuant to Section 6.02, of any amounts due to the federal government following payment of the Bonds and withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government, and payment of any fees and expenses due to the Fiscal Agent.

(F) Investment. Moneys in the Reserve Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Reserve Fund to be used and disbursed as provided in this Section 4.03.

ARTICLE V

OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Limited Obligation. The Bonds are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund, the Reserve Fund and the Special Tax Fund created hereunder.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement.

Section 5.05. Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund and to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the City and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Private Activity Bond Limitation. The City shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Section 5.08. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

Section 5.09. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

On or within five (5) Business Days of each June 1, the Fiscal Agent shall provide the Assistant City Manager with a notice stating the amount then on deposit in the Bond Fund and the Reserve Fund. The receipt of such notice by the Assistant City Manager shall in no way affect the obligations of the Assistant City Manager under the following two paragraphs. Upon receipt of such notice, the City shall ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which County Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the Assistant City Manager, such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the rate and method of apportionment of the Special Taxes for the District and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be collected in such other manner as the City shall prescribe if necessary to pay the debt service on the Bonds.

Section 5.10. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.11. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the gross proceeds of the Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and Regulations.

Section 5.12. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Section 5.13. Annual State Reports. The following requirements shall apply to the Bonds:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the Assistant City Manager shall prepare and supply the California Debt and Investment Advisory Commission, by mail, postage prepaid, with the information required under Section 53359.5(c) of the Act. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If within 10 days prior to any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner or if the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds the Fiscal Agent shall make the reports required under Section 4.02(D) hereof.

In addition, not later than January 1, 2024, and at least once a year thereafter, the Assistant City Manager shall file a report with the City Council in accordance with the requirements of Government Code Section 53411, which report shall contain: (a) the amount of Special Taxes collected and expended; and (b) the status of the Project financed by the District.

(C) Amendment. The reporting requirements of this Section 5.14 shall be amended from time to time, without action by the City or the Fiscal Agent, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act.

(D) No Liability. None of the City and its officers, agents and employees, the Assistant City Manager or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section 5.14.

Section 5.14. Covenant to Foreclose. Under the Act, the City hereby covenants with and for the benefit of the Owners of the Bonds that it will order, and cause to be commenced as hereinafter provided, and thereafter diligently prosecute to judgment (unless such delinquency is theretofore brought current), an action in the superior court to foreclose the lien of any Special Tax or installment thereof not paid when due as provided in the following two paragraphs. The Assistant City Manager will notify the City Attorney of any such delinquency of which the Assistant City Manager is aware, and the City Attorney will commence, or cause to be commenced, such proceedings.

On or about October 1 of each Fiscal Year, the Assistant City Manager will compare the amount of Special Taxes theretofore levied in the prior Fiscal Year in the CFD to the amount of Gross Taxes theretofore received by the City, and:

(i) *Individual Delinquencies.* If the Assistant City Manager determines that any single parcel subject to the Special Tax in the CFD is delinquent in the payment of Special Taxes cumulatively by more than \$2,500 or more, then the Assistant City Manager will send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 60 days of such determination, and (if the delinquency remains uncured) foreclosure proceedings will be commenced by the City within 120 days of such determination.

(ii) *Aggregate Delinquencies.* If the Assistant City Manager determines that the total amount of delinquent Special Tax for the prior Fiscal Year for the entire CFD (including the total of delinquencies under subsection (i) above), exceeds 5% of the total Special Tax due and payable for the prior Fiscal Year, the City will notify or cause to be notified property owners who are then delinquent in the payment of Special Taxes (and demand immediate payment of the delinquency) within 60 days of such determination, and will commence foreclosure proceedings within 120 days of such determination against each parcel of land in the CFD with a Special Tax delinquency.

Notwithstanding the foregoing, the City may determine not to initiate foreclosure proceedings if (a) the amount in the Reserve Account is equal to the Reserve Requirement, and (b) there have been no defaults in the payment of debt service on the Bonds.

Section 5.15. Continuing Disclosure to Owners. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered a default hereunder; however, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the City of its obligations thereunder, including seeking mandate or specific performance by court order.

Section 5.16. No Additional Bonds. The City covenants not to issue additional Bonds payable from Special Taxes and by the Special Tax Revenues equally and ratably with Bonds previously issued, except that the City may issue bonds to refund all or part of the Bonds.

Section 5.17. Yield of the Bonds. In determining the yield of the Bonds to comply with Section 5.13 and 6.02 hereof, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the Closing, without regard to whether or not redemption moneys are received or Bonds are redeemed.

ARTICLE VI

INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent, shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (vii) of the definition thereof which by their terms mature prior to the date on which such moneys are required to be paid out hereunder provided, however, that any such investment shall be made by the Fiscal Agent only if, prior to the date on which such investment is to be made, the Fiscal Agent shall have received an Officer's Certificate specifying a specific money market fund and, if no such an Officer's Certificate is so received, the Fiscal Agent shall hold such moneys uninvested. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Assistant City Manager shall be invested by the Assistant City Manager in any lawful investments that the City may make, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts.

The Fiscal Agent and Assistant City Manager may act as principal or agent in the acquisition or disposition of any investment. Neither the Fiscal Agent nor the Assistant City Manager shall incur any liability for losses arising from any investments made pursuant to this Section. Any losses arising from any investments made pursuant to this Section shall be offset against interest earnings and profits retained in the same fund.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code), shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. For purposes of any Fair Market Value determination hereunder, the Fiscal Agent shall be entitled to conclusively rely on an Officer's Certificate of the City and shall be fully protected in relying thereon. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued by the City at their present value (within the meaning of Section 148 of the Code).

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Assistant City Manager hereunder, provided that the Fiscal Agent or the Assistant City Manager, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent or the Assistant City Manager, as applicable, shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the Assistant City Manager shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

Section 6.02. Rebate of Excess Investment Earnings to the United States. The City covenants to calculate and rebate to the federal government, in accordance with the Regulations, excess investment earnings to the extent required by Section 148(f) of the Code.

The City shall notify the Fiscal Agent of any amounts determined to be due to the federal government, and the Fiscal Agent shall, upon receipt of an Officer's Certificate of the City, withdraw such amounts from the Reserve Fund pursuant to Section 4.03(D), and pay such amounts to the federal government as required by the Code and the Regulations. In the event of any shortfall in amounts available to make such payments under Section 4.03(D), the Fiscal Agent shall notify the Assistant City Manager in writing of the amount of the shortfall and the Assistant City Manager shall make such payment from any amounts available in the Special Tax Fund. Any fees or expenses incurred by the Fiscal Agent or the City under or pursuant to this Section 6.02 shall be Administrative Expenses. The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder.

In order to provide for the administration of this Section 6.02, the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate.

Section 6.03. Limited Obligation. The City's obligations hereunder are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Special Tax Fund, the Bond Fund and the Reserve Fund created hereunder.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. U.S. Bank Trust Company, National Association, at its Principal Office, is hereby appointed Fiscal Agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, national banking association or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000) including, for such purpose, the combined capital and surplus of any parent holding company, and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within thirty (30) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent or any Bondowner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The Fiscal Agent assumes no responsibility or liability for any information,

statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds. The Fiscal Agent has no liability regarding the use of the proceeds from the purchase of the Bonds deposited in funds held by the City.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement, including all Officer's Certificates of the City meeting such requirements; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay („unavoidable delay%“) in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

The Fiscal Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Fiscal Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Fiscal Agent in its discretion elects to act upon such instructions, the Fiscal Agent's understanding of such instructions shall be deemed controlling. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The permissive right of the Fiscal Agent to do things enumerated in this Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any Officer's Certificate, notice, resolution, request, consent, order, certificate, report, facsimile transmission, electronic mail, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties and given in accordance with the requirements hereof. The Fiscal Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any costs, claims, expenses or liabilities, including, without limitation, fees and expenses of its attorneys which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted. This Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof. No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(B) to make modifications not adversely affecting any outstanding series of Bonds of the City in any material respect;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds;

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, if such consent is required under Section 8.01, shall be mailed by first class mail, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

If consent of the Owners is required under Section 8.01, such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise herein above specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. Upon request, the City shall provide an Officer's Certificate to the Fiscal Agent listing those Bonds which are disqualified pursuant to this Section 8.04.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such

modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 8.08. Opinion of Counsel Regarding Supplemental Agreement. The Fiscal Agent shall be furnished, upon request, an opinion of counsel that any Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Article VIII, and the Fiscal Agent may conclusively rely upon such opinion.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, in trust, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in the funds and accounts provided for in Sections 4.02 and 4.03, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums; or

(C) by irrevocably depositing with the Fiscal Agent, in trust, cash and Federal Securities in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in the fund and accounts provided for in Sections 4.02 and 4.03, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the City under Section 5.13 and to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to Section 7.05; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent.

Any funds thereafter held by the Fiscal Agent upon payments of all fees and expenses of the Fiscal Agent, which are not required for said purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Assistant City Manager

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the Fiscal Agent with the City) as follows:

U.S. Bank Trust Company, National Association

San Francisco, CA 94111

Attention: Corporate Trust Administration

Fax: _____

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payments of such principal, interest and premium have become payable, if such moneys was held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the City for the payment of the principal of, and interest and any premium on, such Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name and the Fiscal Agent has caused this Agreement to be executed in its name, all as of June 1, 2023.

CITY OF ROSEVILLE, a municipal corporation,
for and on behalf of the City of Roseville
Longmeadow Parkside Community Facilities
District No. 1 (Public Facilities)

**U.S BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, *as Fiscal Agent*

By: _____
Vice President

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN
Assistant City Manager/Chief
Financial Officer

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____

\$ _____

CITY OF ROSEVILLE
LONGMEADOW PARKSIDE COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS, SERIES 2023

INTEREST RATE:
%

MATURITY DATE:
September 1, ____

BOND DATE:
_____, 2023

CUSIP:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) (the "District"), for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing September 1, 2023 (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of U.S. Bank Trust Company, National Association in San Francisco, California, as fiscal agent (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City pursuant to the Mello-Roos Community Facilities Act of 1982, as amended,

Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the construction and acquisition of improvements within the District, and is one of the bonds designated "City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2023" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of June 1, 2023, by and between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this Bond are payable solely from the annual special tax authorized under the Mello-Roos Act to be collected within the District (the "Special Tax") and certain funds held under the Agreement.

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The Bonds are subject to optional redemption from any source of available funds prior to maturity, in whole, or in part among series and maturities as will be specified by the City and by lot within a maturity, on any Interest Payment Date on or after September 1, 20____, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

The Bonds are subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among series and maturities as will be specified by the City and by lot within a maturity, or any Interest Payment Date at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

The proceeds of any such Prepayment shall be deposited in the Prepayment Account of the Bond Fund and applied by the Fiscal Agent to pay the redemption price of the Bonds.

The Bonds maturing September 1, 20____ and September 1, 20____ (the "Term Bonds") are subject to mandatory sinking payment redemption in part on September 1, 20____ and September 1, 20____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of their principal amount to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
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Term Bonds Maturing September 1, 20____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
---	-------------------------

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent.

It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and

that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, the City of Roseville has caused this Bond to be executed by the facsimile signatures of the Mayor and the City Clerk of the City, all as of the Bond Date stated above.

CITY OF ROSEVILLE

By: _____
Mayor

By: _____
City Clerk

FORM OF FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement.

Dated: _____, 2023

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Fiscal Agent

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

(Name, address and Tax identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s)
_____, attorney, _____

to transfer the same on the registration books of the Fiscal Agent with full power of substitution
in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by a
member firm of the New York Stock Exchange or a
commercial bank or trust company.

NOTE: The signature(s) on this Assignment must
correspond with the name(s) as written on the face of
the within Bond in every particular without alteration or
enlargement or any change whatsoever.

\$ _____
CITY OF ROSEVILLE
LONGMEADOW PARKSIDE COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2023

BOND PURCHASE AGREEMENT

_____, 2023

City of Roseville
Longmeadow Parkside Community Facilities District No. 1 (Public Facilities)
311 Vernon Street
Roseville, California 95678

Ladies and Gentlemen:

The undersigned, Piper Sandler & Co., as underwriter (the “**Underwriter**”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this “**Purchase Agreement**”) with the City of Roseville (the “**City**”) for its Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) (the “**Community Facilities District**”), which upon acceptance will be binding upon the Underwriter and the City. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the City satisfying all of the obligations imposed upon it under this Purchase Agreement. This offer is made subject to the City’s acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 11:59 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Fiscal Agent Agreement, dated as of June 1, 2023 (the “**Fiscal Agent Agreement**”), between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “**Fiscal Agent**”).

1. Purchase, Sale and Delivery of the Bonds.

A. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein: the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter all (but not less than all) of the \$_____ aggregate principal amount of the City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2023 (the “**Bonds**”), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Appendix A hereto.

B. The purchase price for the Bonds shall be \$_____ (being 100% of the aggregate principal amount thereof, plus net original issue premium of \$_____, less an Underwriter’s discount of \$_____). At the request of the City, on the Closing Date the Underwriter will wire the Insurance Policy (defined below) premium of \$_____ to the Insurer (defined below). As a result, the net amount to be wired to the City as the purchase price for the Bonds will be \$_____.

The Underwriter agrees to make a bona fide initial public offering of all of the Bonds in compliance with federal and state securities laws, at a price not in excess of the initial offering prices (or yields) set forth in Appendix A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the offering of the Bonds, without any requirement of prior notice, provided that the Underwriter shall not change the interest rates set forth in Appendix A. The Bonds may be offered and sold to certain dealers at prices lower than such initial offering prices.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Special Taxes and certain other amounts as provided in the Fiscal Agent Agreement, the Preliminary Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “**Community Facilities District Act**” or the “**Act**”). The issuance of the Bonds has been duly authorized by the City pursuant to a resolution (the “**Resolution**”), adopted by its City Council (the “**City Council**”) on behalf of the Community Facilities District, on _____, 2023.

The proceeds of the Bonds shall be used to: (i) refund, in full, the City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2013 (the “**Prior Bonds**”), (ii) establish a debt service reserve fund for the Bonds, (iii) purchase a municipal bond insurance policy (the “**Insurance Policy**”) to be issued by _____ (the “**Insurer**”) to secure the scheduled payment of principal of and interest on certain maturities of the Bonds indicated on Appendix A hereto (the “**Insured Bonds**”), and (iv) pay costs of issuance of the Bonds. The Prior Bonds are being redeemed pursuant to the terms of an Escrow Agreement, dated as of June 1, 2023 (the “**Escrow Agreement**”), between the City and U.S. Bank Trust Company, National Association, as escrow bank (the “**Escrow Bank**”).

C. The City hereby acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the City on behalf of itself and on behalf of the Community Facilities District herein, and the City shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the City, on behalf of itself or on behalf of the Community Facilities District, herein is incorrect in any material respect.

D. The City acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities for resale to investors in an arm’s-length commercial transaction between the City and the Underwriter and that the Underwriter has financial and other interests that differ from those of the City and the Community Facilities District; (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the City, the Community Facilities District, or any other person or entity and has not assumed any advisory or fiduciary responsibility to the City or the Community Facilities District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or the Community Facilities District on other matters); (iii) the only obligations the Underwriter has to the City or the Community Facilities District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board (the “**MSRB**”); and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The City acknowledges that it has previously provided the Underwriter with an

acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB and acknowledges that it has engaged Hilltop Securities Inc. (the “**Municipal Advisor**”), as its municipal advisor (as defined in Securities and Exchange Commission Rule 15Ba1) and will rely solely on the Municipal Advisor for financial advice with respect to the Bonds.

E. Pursuant to the authorization of the City, the Underwriter has distributed copies of the Preliminary Official Statement dated _____, 2023, relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the “**Preliminary Official Statement**.” By its acceptance of this Purchase Agreement, the City hereby consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement, and the City agrees to execute a final official statement relating to the Bonds (the “**Official Statement**”) which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Jones Hall, a Professional Corporation, Bond Counsel and Disclosure Counsel (herein called “**Bond Counsel**”), and the Underwriter, and to provide copies thereof to the Underwriter as set forth in Section 2(S) hereof. The City hereby authorizes and requires the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The City further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Fiscal Agent Agreement, this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the City or the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement. The Preliminary Official Statement and/or the Official Statement may be delivered and printed in a “designated electronic format” as defined in the MSRB’s Rule G-32 and as may be agreed to by the City and the Underwriter. The City confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the most recent Preliminary Official Statement sent to a potential purchaser shall be sent by first class mail or electronically (or other equally prompt means) not later than the first business day following the day upon which each such request is received.

F. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the “**Rule**”), the City will undertake pursuant to the City Continuing Disclosure Certificate, in the form attached as an appendix to the Official Statement (the “**City Continuing Disclosure Certificate**”), to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

G. Except as the Underwriter and the City may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Francisco, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned; and the City will deliver to the Underwriter through The Depository Trust Company’s (“**DTC**”) FAST delivery system, the Bonds, in definitive form (all Bonds bearing CUSIP® numbers printed thereon), duly executed by the City and authenticated by the Fiscal Agent in the manner provided for in the Fiscal Agent Agreement and the Community Facilities District Act at 8:00 a.m. California time, on _____, 2023 (the “**Closing Date**”), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (B) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the “**Closing**”). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds, and the specimen Bonds will be made available for checking by the Underwriter not less than 5 days prior to the Closing.

H. Except as the City and the Underwriter may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Francisco, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned on the Closing Date.

2. Representations, Warranties and Covenants of the Community Facilities District. The City represents, warrants and covenants to the Underwriter, on behalf of itself and the Communities Facilities District, as the case may be, that:

A. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California (the “**State**”), and has duly authorized the formation of the Community Facilities District pursuant to resolutions duly adopted by the City Council (the “**Community Facilities District Formation Resolution**” and, together with the Resolution, the “**Community Facilities District Resolutions**”) and the Act. The City Council, as the legislative body of the Community Facilities District, has duly adopted the Community Facilities District Formation Resolution, has duly adopted a Resolution and Ordinance levying the Special Taxes (for all purposes herein, as such are defined in the Fiscal Agent Agreement) within the Community Facilities District (the “**Ordinance**”), and has caused to be recorded in the real property records of Placer County, a notice of special tax lien (the “**Notice of Special Tax Lien**”) (the Community Facilities District Formation Resolution, the Ordinance, and the Notice of Special Tax Lien being collectively referred to herein as the “**Formation Documents**”), and the City Council has duly adopted the Resolution. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The Community Facilities District is duly organized and validly existing as a community facilities district under the laws of the State. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under this Purchase Agreement, the Escrow Agreement and the Fiscal Agent Agreement and to carry out all transactions contemplated by each of such agreements; (ii) to enter into the City Continuing Disclosure Certificate; and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Fiscal Agent Agreement, this Purchase Agreement and the Official Statement.

This Purchase Agreement, the Fiscal Agent Agreement, the Escrow Agreement and the City Continuing Disclosure Certificate are collectively referred to herein as the “**City Documents.**”

B. By all necessary official action of the City, the City has duly authorized and approved the execution and delivery by the City of, and the performance by City of, the obligations on its part contained in, the City Documents and has approved the use and distribution by the Underwriter of the Preliminary Official Statement and the execution, use and distribution by the Underwriter of the Official Statement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered by the parties thereto, the City Documents will constitute the legally valid and binding obligations of the City, on its own behalf and on behalf of the Communities Facilities District, enforceable upon the City and the Community Facilities District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors’ rights generally. To the best of the City’s knowledge, the City has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the City, and the Community Facilities District has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the Community Facilities District.

C. The information in the Preliminary Official Statement (other than statements pertaining to the Insurer, the Insurance Policy or the book-entry system as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the Insurer, the Insurance Policy or the book-entry system as to which no view is expressed) as of its date is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or material omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period (as defined below), the City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term “End of the Underwriting Period” means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the “End of the Underwriting Period.” If in the opinion of the Underwriter any such event or proceedings requires the preparation and distribution of a supplement or amendment to the Official Statement, the City shall prepare and furnish to the Underwriter, at the City’s expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a “designated electronic format” consistent with the requirements of the MSRB’s Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the City and the Underwriter as the Underwriter may reasonably request. If such amendment or supplement to the Official Statement shall be made subsequent to the Closing Date, the City also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

E. As of the time of acceptance hereof and as of the Closing Date, the City and the Community Facilities District, as applicable, have each complied, and will at the Closing Date be in compliance in all material respects, with the Formation Documents and the City Documents, and any immaterial noncompliance by the City or the Community Facilities District, if any, will not impair the ability of the City or the Community Facilities District, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of its Bonds, the City will continue to comply with the covenants of the City contained in the City Documents and it shall cause the Community Facilities District to continue to comply with the covenants of the Community Facilities District contained in the City Documents.

F. Except as described in the Preliminary Official Statement, neither the City nor the Community Facilities District is, and as of the Closing Date, neither will be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative

decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound; and, to the City's knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have an adverse effect on the City's ability or the Community Facilities District's ability to perform their respective obligations under the City Documents; and as of such times, except as disclosed in the Official Statement, the authorization, execution and delivery of the City Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District of their respective obligations under the City Documents or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement. The City has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Community Facilities District of the Special Taxes (as defined in the Fiscal Agent Agreement) and other moneys pledged to the payment of the principal of and interest on the Bonds under the Fiscal Agent Agreement.

G. Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City or the Community Facilities District of their respective obligations under the City Documents, and the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

H. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "**Action**") pending (notice of which has been served on the City or the Community Facilities District) or to the best knowledge of the City or the Community Facilities District threatened, in which any such Action: (i) in any way questions the powers of the City Council or the existence of the Community Facilities District or the titles of the officers of the City and/or the Community Facilities District to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of Special Taxes or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City or the Community Facilities District contemplated thereby; (iii) contests the exclusion of interest on the Bonds from federal or State income taxation or contests the powers of the City or the Community Facilities District which may result in any material adverse change relating to the financial condition of the City or the Community Facilities District; (iv) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the City or the Community Facilities District or would result in any material adverse change in the ability of the City to pledge or apply the Special Taxes or to pay debt service on the Bonds; or (v) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or

asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no known basis for any Action of the nature described in clauses (i) through (v) of this sentence.

I. The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter and at the expense of the Underwriter as the Underwriter may reasonably request in order: (i) to qualify the Bonds for offer and sale under the “blue sky” or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds, provided; however, that the City will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

J. The City Documents conform as to form and tenor to the descriptions thereof contained in the Preliminary Official Statement. The City represents that the Bonds, when issued, executed and delivered in accordance with the Fiscal Agent Agreement and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City, entitled to the benefits of the Fiscal Agent Agreement. The City and the Community Facilities District will each comply with the covenant in the Fiscal Agent Agreement to cause the Special Taxes to be levied and collected at the same time and in the same manner as ordinary *ad valorem* property taxes. The Fiscal Agent Agreement creates a valid pledge of, first lien upon and security interest in, the Special Taxes, and in the moneys in the Special Tax Fund established pursuant to the Fiscal Agent Agreement, on the terms and conditions set forth in the Fiscal Agent Agreement. The Fiscal Agent Agreement creates a valid pledge of the moneys in certain funds and accounts established pursuant to the Fiscal Agent Agreement, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

K. Except as disclosed in the Preliminary Official Statement, there are, to the best of the City’s knowledge, no entities with outstanding assessment liens against any of the properties within the Community Facilities District which are senior to or on a parity with the Special Taxes.

L. The issuance and sale of the Bonds is not subject to any transfer or other documentary stamp taxes of the State or any political subdivision thereof.

M. The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from State of California personal income tax, of the interest on the Bonds. The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is a bond issuer whose arbitrage certifications may not be relied upon.

N. Any certificate signed on behalf of the Community Facilities District by any officer or employee of the City authorized to do so and delivered to the Underwriter in connection with the issuance and sale of the Bonds shall be deemed to be a representation and covenant by the Community Facilities District to the Underwriter as to the statements made therein.

O. The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement.

P. At or prior to the Closing, the City will have duly authorized, executed and delivered the City Continuing Disclosure Certificate. Based on a review of previous undertakings, the Preliminary Official Statement and the Official Statement describe the instances in which the City has failed to comply with any previous undertakings with regard to the Rule to provide annual reports or notices of enumerated events in the last five years.

Q. Between the date of this Purchase Agreement and the date of Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Underwriter and the City shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Special Taxes or other assets, properties, funds or interests that will be pledged as security for the Bonds pursuant to the City Documents.

R. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the City will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Fiscal Agent Agreement.

S. The Preliminary Official Statement was deemed final by a duly authorized officer of the City prior to its delivery to the Underwriter, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the City shall cause a final electronic and/or printed form of the Official Statement as set forth in Section 1 above to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of the Rule and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

T. The City hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel and the Underwriter from time to time prior to the Closing Date.

U. The issuance of the Bonds complies with the City's "Local Agency Goals and Policies for Community Facilities Districts," pursuant to Section 53312.7 of the Act.

V. The total interest cost to maturity on the Bonds plus the principal amount of such Bonds is less than the total remaining interest cost to maturity on the Prior Bonds plus the outstanding principal amount of such Prior Bonds.

W. The City hereby ratifies any prior use of and authorizes the future use by the Underwriter, in connection with the offering and sale of the Bonds, of the Preliminary Official Statement, the Official Statement, this Purchase Agreement and all information contained herein, and all other documents, certificates and written statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

The execution and delivery of this Purchase Agreement by the City shall constitute a representation by the City to the Underwriter that the representations and warranties contained in this Section 2 with respect to the City and the Community Facilities District are true as of the date hereof.

3. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, to the accuracy in all material respects of the statements of the officers and other officials of the City and the Community Facilities District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City and the Community Facilities District of their obligations to be performed hereunder at or prior to the Closing Date and, to the following additional conditions:

A. At the Closing Date, the Community Facilities District Resolutions, the Formation Documents, and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds, and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as was described in the Preliminary Official Statement, neither the City nor the Community Facilities District shall be, in any respect material to the Bonds, the City Documents or the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, and the performance by the City or the Community Facilities District, respectively, of its obligations under the Bonds, the City Documents, the Community Facilities District Resolutions, this Purchase Agreement and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America or of any department, division, agency or instrumentality of either thereof or under any applicable court or administrative decree or order or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District, respectively, of its obligations under the City Documents, the Bonds or the Community Facilities District Resolutions.

C. The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

D. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Agreement by written notice to the City if, between the date of this Purchase Agreement and the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "**Termination Event**"):

1. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the cover page of the Official Statement, of the

Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

a. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or the legislature of the State or recommended to the Congress by the President of the United States of America or a member of the President's Cabinet, the Department of the Treasury, the Internal Revenue Service or any member of Congress or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other federal or State authority with appropriate jurisdiction, with the purpose or effect, directly or indirectly, of imposing federal or State income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

b. Legislation introduced in or enacted (or resolution passed) by the Congress, or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States of America or a member of the President's Cabinet, or an order, decree, injunction or decision issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, the Resolution or the City Documents, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities laws as amended and then in effect;

c. A general suspension of trading in securities on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

d. There shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis;

e. Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City or the Community Facilities District shall have occurred;

2. The introduction, proposal or enactment of any amendment to the federal or California Constitution or any action by any federal or State court, legislative body,

regulatory body or other authority materially adversely affecting the tax status of the City or the Community Facilities District, their property, income, securities (or interest thereon), the validity or enforceability of Special Taxes;

3. Any event occurring or information becoming known which, in the judgment of the Underwriter, makes untrue or incorrect in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

4. A general banking moratorium shall have been declared by federal, State of New York or State of California officials authorized to do so or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

5. Any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation in interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the Comptroller of the Currency, the Securities and Exchange Commission or any other federal or State agency or the Congress of the United States of America, or by Executive Order;

6. A decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the Trust Indenture Act of 1939;

7. Any proceeding shall have been commenced or be threatened in writing by the Securities and Exchange Commission against the City or the Community Facilities District.

8. Any rating on the Bonds is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency.

9. The commencement of an Action described in Section 2(H).

Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the City, the Community Facilities District, and the Underwriter under this Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in Section 6 below.

E. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. Official Statement. The Official Statement and each supplement or amendment, if any thereto, executed by an authorized officer of the City;

2. Fiscal Agent Agreement. The Fiscal Agent Agreement, duly executed and delivered by the City and the Fiscal Agent;

3. Resolutions. Certifications by the City Clerk with respect to each resolution and ordinance of the City Council, for the City or as the legislative body of the Community Facilities District, relating to the City Documents, the transactions contemplated thereby, formation of the Community Facilities District and issuance of the Bonds;

4. City Continuing Disclosure Certificate. The City Continuing Disclosure Certificate executed and delivered by the City;

5. Escrow Agreement. An executed copy of the Escrow Agreement.

6. Bond Counsel Opinion. An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, to the effect that the Bonds are the valid, legal and binding obligations of the City and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State, in substantially the form included as Appendix D to the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

7. Supplemental Opinion. A supplemental opinion or opinions, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that:

(i) this Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding agreement of the City and is enforceable in accordance with its terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(iii) the information contained in the Official Statement on the cover and under the captions "THE BONDS" (other than by reference Appendix F – THE BOOK ENTRY SYSTEM), "SECURITY FOR THE BONDS," "LEGAL OPINION," "TAX MATTERS" and in Appendices C and E to the Official Statement (excluding any financial, statistical and economic data, forecasts, numbers, charts, graphs, estimates, projections, and assumptions and any information regarding The Depository Trust Company and the book-entry system as to which Bond Counsel need express no opinion or view, and further, excluding any material that may be treated as included under such captions by cross-reference), are accurate insofar as such statements purport to summarize certain provisions of the Bonds, the Fiscal Agent Agreement, Bond Counsel's final approving opinion and the Community Facilities District Act; and

(iv) the Community Facilities District has been duly formed, and the Special Taxes have been duly and validly levied in accordance with the provisions of the Act and,

except to the extent prohibited by moratorium, bankruptcy, reorganization, fraudulent conveyance or transfer, insolvency or other similar laws affecting creditors' rights generally, a lien to secure payment of the Special Taxes has been imposed on taxable property in the Community Facilities District;

8. Defeasance Opinion. An opinion of Bond Counsel, addressed to the City, the Underwriter and the Escrow Bank, dated the date of Closing, as to the effective defeasance of the Prior Bonds in form and substance acceptable to the Underwriter;
9. City Attorney Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney to the City and counsel to the Community Facilities District, substantially in the form of Appendix B hereto;
10. Closing Certificate of the City. A certificate, dated the Closing Date, and signed by an authorized officer of the City substantially in the form of Appendix C hereto, together with such additional certifications as Bond Counsel may require;
11. Bank Incumbency Certificate. Certified copies of the general resolution of the Fiscal Agent authorizing the execution and delivery of certain documents by certain officers of the Fiscal Agent, which resolution authorizes the execution of the Fiscal Agent Agreement and the authentication of the Bonds;
12. Fiscal Agent's Certificate. A certificate of the Fiscal Agent, dated the Closing Date, in form and substance acceptable to the Underwriter and its counsel, substantially in the form of Appendix D hereto;
13. Fiscal Agent's Counsel Opinion. An opinion of counsel to the Fiscal Agent, dated the Closing Date, addressed to the Underwriter and the City, substantially in the form of Appendix E hereto;
14. Disclosure Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter and to the City, of Jones Hall, a Professional Corporation, as disclosure counsel ("**Disclosure Counsel**"), in form and substance acceptable to the Underwriter;
15. Opinion of Underwriter's Counsel. An opinion of Kutak Rock LLP, counsel to the Underwriter, dated the date of the Closing, addressed to the Underwriter, in form and substance acceptable to the Underwriter;
16. Special Tax Administrator Certificate. A certificate, dated the Closing Date from Willdan Financial Services substantially in the form attached as Appendix F hereto;
17. Transcript. A transcript of all proceedings relating to the authorization, issuance, sale and delivery of the Bonds, including certified copies of the Fiscal Agent Agreement and all resolutions of the City and the Community Facilities District relating thereto;
18. Nonarbitrage Certificate. A certificate of the City, dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;
19. Specimen Bonds. Copies of the Specimen Bonds;

20. Issue Price Certificate. An issue price certificate of the Underwriter in the form attached as Appendix G hereto;

21. Certificate of Underwriter. A certificate from the Underwriter to the City, in form satisfactory to the City and signed by an authorized officer of the Underwriter, accepting delivery of the Bonds to the Underwriter and receipt of all documents required by the Underwriter, and the satisfaction or waiver of all conditions and terms of this Purchase Agreement by the City, and confirming to the City that as of the Closing Date, all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects;

22. Form 8038-G. An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the City, together with evidence that such Form 8038-G has been mailed;

23. CDIAC Statements. Copies of filings with the California Debt and Investment Advisory Commission relating to the issuance of the Bonds;

24. Letter of Representations. A copy of the Blanket Letter of Representations to DTC relating to the Bonds signed by the City;

25. Escrow Bank Certificate. A certificate or certificates of the Escrow Bank, dated the Closing Date, in form and substance acceptable to the Underwriter and Bond Counsel.

26. Ratings. Evidence as of the Closing Date satisfactory to the Underwriter that the Bonds have received the ratings as set forth in the Official Statement and that such ratings have not been revoked or downgraded.

27. Insurance Policy. Copy of the Insurance Policy issued by the Insurer.

28. Certificate of Insurer. A certificate of the Insurer in form and substance satisfactory to Bond Counsel and the Underwriter, including a certificate of the appropriate agent of the Insurer evidencing Insurer's determination that the information contained in the Official Statement regarding the Insurer and the Insurance Policy with respect to the Insured Bonds is accurate.

29. Opinion of Counsel to the Insurer. An opinion of counsel to the Insurer, dated as of the date of Closing, addressed to the Underwriter and the City in form and substance acceptable to Bond Counsel and the Underwriter, substantially to the effect that: (a) the Insurer has been duly incorporated and is validly existing and in good standing under the laws of the State of its incorporation; (b) the Insurance Policy constitutes the legal, valid and binding obligation of the Insurer enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, rehabilitation and other similar laws of general applicability relating to or affecting creditors' and/or claimants' rights against insurance companies and to general equity principles; and (c) the information contained in the Official Statement under the caption "BOND INSURANCE" does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

30. Additional Documents. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties

of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the Community Facilities District in connection with the transactions contemplated hereby and by the Fiscal Agent Agreement and the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the City nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the City set forth in Section 6 hereof shall continue in full force and effect.

4. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the City that, as of the date hereof and as of the date of the Closing:

A. The Underwriter is duly authorized to execute and deliver this Purchase Agreement and to take any action under the Purchase Agreement required to be taken by it.

B. The Underwriter is in compliance with MSRB Rule G-37 with respect to the City and the Community Facilities District, and is not prohibited thereby from acting as underwriter with respect to securities of the City and the Community Facilities District. The Underwriter is in compliance with MSRB Rule G-17 with respect to the City and the Community Facilities District.

C. The Underwriter has, and has had, no financial advisory relationship with the City or the Community Facilities District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship, within the meaning of California Government Code Section 53590, or otherwise.

D. The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm or person (including, but not limited to, the City's financial consultants, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

E. The Underwriter has reasonably determined that the City's undertaking in the City Continuing Disclosure Certificate to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with the Rule.

5. Establishment of Issue Price.

A. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix G, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

B. Except as otherwise set forth in Appendix A attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**") is sold to the public as the

issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

C. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in Appendix A attached hereto. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**hold-the-offering-price rule**”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- a. the close of the fifth (5th) business day after the sale date; or
- b. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

D. The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

E. The City acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

a. “public” means any person other than an underwriter or a related party;

b. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

c. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. “sale date” means the date of execution of this Purchase Agreement by all parties.

6. Expenses.

A. Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, it shall be under no obligation to pay, and the City shall pay out of the proceeds of the Bonds or any other legally available funds of the City, all expenses incidental to the performance of the City’s obligations hereunder, including but not limited to the cost of printing and delivering the Bonds to the Underwriter; the costs of printing and shipping the Preliminary Official Statement and the Official Statement; the fees and disbursements of the City, the Community Facilities District, the Fiscal Agent, the Escrow Bank, Bond Counsel, Disclosure Counsel, accountants and any other experts or consultants retained by the City or the Community Facilities District in connection with the issuance and sale of the Bonds; and any other expenses not specifically enumerated in paragraph (B) of this Section incurred in connection with the issuance and sale of the Bonds.

B. Whether or not the Bonds are delivered to the Underwriter as set forth herein, the City shall be under no obligation to pay, and the Underwriter shall be responsible for and pay, CUSIP® and CDIAAC fees and expenses to qualify the Bonds for sale under any “blue sky” laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (A) of this Section, including the fees and disbursements of its counsel.

7. Undertakings of the City. The City agrees: (a) to inform the Underwriter, from time to time, upon the reasonable request of the Underwriter, of the amount then on deposit in the Reserve Fund and all accounts thereunder; and (b) to make available to the Underwriter, upon reasonable request of the Underwriter, at the expense of the City, sufficient copies of its audited financial statements, if any, and any resolutions of its legislative body with respect to the Community Facilities District Resolutions, the Bonds, the Fiscal Agent Agreement, the Official Statement, any amendments or supplements thereto, and other documents relating to the Bonds and pertaining to the City or the Community Facilities District adopted or executed, as the case may be, after the Closing Date, to the extent that such documents are publicly available.

8. Notices. Any notice of other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City of Roseville, 311 Vernon Street, Roseville, California 95678, Attention: Finance Director; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co., 2321 Rosecrans Ave., Suite 3200, El Segundo, California 90245 Attention: Public Finance. All such notices, requests or other communications may be made by telephone, personal or courier delivery, registered or certified mail, facsimile transmission or electronic

communication, provided that delivery by facsimile transmission or electronic communication must be confirmed by the sender. The City and the Underwriter may, by notice given as aforesaid, specify a different address for any such notices, requests or other communications.

9. Parties In Interest. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. The City and the Underwriter may not assign this Agreement. The term “successor” shall not include any holder of any Bonds merely by virtue of such holding.

10. Survival of Representations and Warranties. The representations and warranties of the City under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City or the Community Facilities District and regardless of delivery of and payment for the Bonds.

11. Severability. If any provision of this Purchase Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

12. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

14. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding between the parties hereto in relation to the sale of the Bonds by the City.

15. Governing Law. This Purchase Agreement shall be governed by the laws of the State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

16. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,
PIPER SANDLER & CO.

By: _____
Its: Authorized Officer

The foregoing is hereby agreed to and
accepted as of the date first above written:

CITY OF ROSEVILLE

By: _____
Authorized Representative

Time of Execution: _____ p.m. California time

**[EXECUTION PAGE OF BOND PURCHASE AGREEMENT – CITY OF ROSEVILLE
LONGMEADOW PARKSIDE COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC
FACILITIES) SPECIAL TAX REFUNDING BONDS, SERIES 2023]**

APPENDIX A

\$ _____
CITY OF ROSEVILLE
LONGMEADOW PARKSIDE COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2023

MATURITY SCHEDULE

<u>Maturity (September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Test Satisfied*</u>	<u>10% Test Not Satisfied</u>	<u>Subject to Hold-The- Offering- Price Rule</u>
2023							
2024							
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
2036							
2037							
20__ ^(T)							

^(T) Term Bond.

^(I) Insured Bond.

^(C) Priced to optional call at [par] on September 1, 20__.

* At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

APPENDIX B

OPINION OF CITY ATTORNEY

[Closing Date]

Piper Sandler & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245
Attention: Public Finance

City of Roseville
Longmeadow Parkside Community Facilities
District No. 1
(Public Facilities)
311 Vernon Street
Roseville, California 95678

Re: City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2023

Ladies and Gentlemen:

We have acted as City Attorney for the City of Roseville (the “City”) and counsel for the Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”), in connection with the purchase and sale of the City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2023 (the “Bonds”). As such Counsel, we have reviewed the Bond Purchase Agreement, dated [BPA Date] (the “Purchase Agreement”), by and between Piper Sandler & Co. (the “Underwriter”) and the City, the Fiscal Agent Agreement, dated as of June 1, 2023 (the “Fiscal Agent Agreement”), between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “Fiscal Agent”), the City Continuing Disclosure Certificate, dated [Closing Date], by and between the Fiscal Agent and the City (the “City Continuing Disclosure Certificate”), the Preliminary Official Statement, dated [POS Date], relating to the Bonds (the “Preliminary Official Statement”), the Official Statement, dated [BPA Date], relating to the Bonds (the “Official Statement”), Resolution No. 23-____ adopted by the City Council of the City on [POS Date] (“Bond Resolution”), and such other documents, certificates, records and papers as we have deemed necessary to render the below opinions.

The Bonds, Fiscal Agent Agreement, the Escrow Agreement, the Purchase Agreement, and the City Continuing Disclosure Certificate, are collectively referred to herein as the “Bond Documents.” Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Purchase Agreement.

With your permission we have assumed, without undertaking to verify the same by independent investigation, the following: (a) the authenticity of original documents and the genuineness of all signatures (other than those of the City and the Community Facilities District); (b) the conformity to the originals of all documents submitted to us as copies; (c) the truth, accuracy, and completeness of the information, representations, and warranties contained in these documents, certificates, records and papers we have reviewed; and (d) compliance with all covenants and agreements contained in such documents.

Based on the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California;

2. The Community Facilities District is duly organized and validly existing as a community facilities district under the Constitution and laws of the State;

3. The Bond Resolution was duly adopted at a meeting of the City Council, which meeting was duly called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;

4. The preparation and distribution of the Preliminary Official Statement and the Official Statement have been duly approved by the City Council, acting for itself or as the Legislative Body of the Community Facilities District;

5. The execution and delivery by the City of the Bond Documents, and the Bonds and the performance of its obligations thereunder have been duly authorized by all requisite action of the City Council, acting for itself or as the Legislative Body of the Community Facilities District, and the Bonds and the Bond Documents have been duly executed and delivered by the Community Facilities District, and constitute legal, valid and binding obligations of the Community Facilities District enforceable against the Community Facilities District, in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

6. To the best of our knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or to the best of such counsel's knowledge, threatened in any way affecting the existence of the City or the Community Facilities District or the titles of the officers of each to their respective offices, or seeking to restrain or to enjoin the execution and delivery of the Bond Documents, or the issuance, sale or delivery of the Bonds or the application of the proceeds thereof or the collection or application of the Special Taxes, or the exclusion from gross income for State personal income taxes of interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Documents or any action of the City or the Community Facilities District contemplated by any of said documents or in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the powers of the City or its authority with respect to the Purchase Agreement or any other applicable agreement, or any action on the part of the City or the Community Facilities District contemplated by any of said documents;

7. To the best of our knowledge, the City and the Community Facilities District are not in breach of or in default under any court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District is a party or is otherwise subject or bound, including the Bond Documents, a consequence of which could be to materially and adversely affect the ability of the City or the Community Facilities District to perform their obligations under the Bonds, the Bond Documents or which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder; and;

8. To the best of our knowledge, the adoption of the Bond Resolution and the execution and delivery of the Bonds and the Bond Documents, did not and will not conflict with or constitute a

breach of or default under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of City or the Community Facilities District to perform their obligations under the Bonds or any Bond Documents.

The opinions set forth above are subject to the following additional qualifications:

General principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and limitations imposed by bankruptcy, insolvency, fraudulent conveyance, receivership, conservatorship, reorganization, arrangement, liquidation, moratorium or other similar laws affecting the enforcement of creditors' rights in general heretofore or hereafter enacted, as such laws may be applied in the event of bankruptcy, insolvency, reorganization, arrangement, receivership, conservatorship, liquidation, readjustment of debt or other similar proceedings of, or moratorium or similar occurrence affecting municipal corporations in the State.

We express no opinion as to matters governing by laws other than the laws of the State and the federal laws of the United States of America, or the enforceability of any choice of law provision in the documents described herein.

This opinion is solely for your benefit in connection with the transactions covered by the first paragraph of this letter and may not be relied upon or used by, circulated, quoted or referred to, nor may copies hereof be delivered to, any other person or for any other purpose without our prior written approval; provided, however, copies of this opinion may be included in the closing transcripts for the transactions connected with the issuance of the Bonds. We disclaim any obligation to update this opinion letter for events occurring or coming to our attention after the date hereof.

Respectfully submitted,

APPENDIX C

CITY OF ROSEVILLE LONGMEADOW PARKSIDE COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX REFUNDING BONDS SERIES 2023

CLOSING CERTIFICATE OF THE CITY

I, the undersigned, hereby certify that I am the _____ of the City of Roseville (the “City”), the City Council (the “City Council”) of which is the Legislative Body for Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”), a community facilities district duly organized and existing under the laws of the State of California (the “State”) and I am authorized to execute this Certificate on behalf of the City in connection with the issuance of the above-captioned bonds (the “Bonds”). All capitalized terms herein not otherwise defined shall have the meanings given such terms in the Bond Purchase Agreement (the “Bond Purchase Agreement”), dated [BPA Date], by and between the City and Piper Sandler & Co.

I further certify on behalf of the City that:

(i) The representations, warranties and covenants of the City contained in the Bond Purchase Agreement, made on behalf of the City and the Community Facilities District, are true and correct in all material respects on and as of the date hereof as if made on the date hereof;

(ii) The Community Facilities District Resolutions, Formation Documents and the City Documents are in full force and effect and have not been amended, modified or supplemented;

(iii) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity, or by any court or regulatory agency, public board or body pending, with respect to which the City or the Community Facilities District has been served with process, or to the best knowledge of the City or the Community Facilities District, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City or the Community Facilities District, or the titles of their officers to their respective offices, (b) enjoin or restrain the issuance, sale and delivery of the Bonds, the levy or collection of the Special Taxes or any other moneys or property pledged or to be pledged under the Fiscal Agent Agreement, or the pledge thereof, (c) in any way question or affect any of the rights, powers, duties or obligations of the City or the Community Facilities District with respect to the Special Taxes or moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds, (d) in any way question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds or the proceedings relating to the issuance of the Bonds, or (e) in any way question or affect the Bond Purchase Agreement or the transactions contemplated thereby, the Official Statement or the City Documents;

(iv) The information in the Preliminary Official Statement (other than statements pertaining to the Insurer, the Insurance Policy or the book-entry system as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the Insurer, the Insurance Policy or the book-entry system as to which no view is expressed) as of its date was and as of the date hereof is, true and correct in all material respects and does not contain

any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(v) The City has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Bond Purchase Agreement and under the Community Facilities District Resolutions, the Formation Documents, the City Documents and the Official Statement at or prior to the date hereof;

(vi) No event has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date hereof any statement or information contained in the Preliminary Official Statement or the Official Statement (other than statements pertaining to the Insurer, the Insurance Policy or the book-entry system as to which no view is expressed) or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect;

(vii) The use of and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds is hereby ratified; and

(viii) The City and the Community Facilities District are each in compliance with all covenants set forth in the Fiscal Agent Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth below.

Dated: [Closing Date]

CITY OF ROSEVILLE

By: _____

Its: _____

APPENDIX D

FISCAL AGENT’S CERTIFICATE

The undersigned is an authorized officer of U.S. Bank Trust Company, National Association (the “Bank”), and as such, is familiar with the facts herein certified and is authorized and qualified to state and certify the following:

(i) The Bank is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to accept and perform its duties under the Fiscal Agent Agreement, dated as of June 1, 2023 (the “Fiscal Agent Agreement”), between the City and the Bank, as Fiscal Agent. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Bond Purchase Agreement, dated [BPA Date], by and between the City and Piper Sandler & Co.;

(ii) Pursuant to the Fiscal Agent Agreement, the Bank will apply the proceeds from the Bonds to the purposes specified in the Fiscal Agent Agreement;

(iii) The Bank is duly authorized to accept the obligations created by the Fiscal Agent Agreement and to authenticate the Bonds pursuant to the terms of the Fiscal Agent Agreement;

(iv) The Fiscal Agent Agreement has been duly authorized, executed and delivered by the Bank and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitutes a valid and binding agreement of the Bank enforceable against the Bank in accordance with its terms;

(v) The Bonds have been validly authenticated and delivered by the Bank pursuant to the Fiscal Agent Agreement;

(vi) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Bank of the other transactions contemplated to be performed by the Bank in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement;

(vii) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body that has been served on the Bank or, to the best of its knowledge, threatened in any way affecting the existence of the Bank, or seeking to restrain or to enjoin the execution and delivery of the Fiscal Agent Agreement or the authentication of the Bonds, by the Bank, or in any way contesting or affecting the validity or enforceability, as against the Bank, of the Fiscal Agent Agreement or any action of the Bank contemplated by any of said documents, or in which an adverse outcome would materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement;

(viii) The Bank is not in breach of or in default under any applicable law or administrative rule or regulation of the State of California (the “State”) or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture,

contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement (*provided, however*, that the Bank does not certify as to compliance with State or federal securities laws); and

(ix) The authentication of the Bonds, and the execution and delivery of the Fiscal Agent Agreement by the Bank, and compliance with the provisions of each, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, Fiscal Agent Agreement, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement.

Dated: [Closing Date]

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

APPENDIX E
FISCAL AGENT’S COUNSEL OPINION

[Closing Date]

City of Roseville
Longmeadow Parkside Community Facilities District No. 1 (Public Facilities)
Roseville, California 95678

Piper Sandler & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245

Re: City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2023

Ladies and Gentlemen:

We have acted as counsel for U.S. Bank Trust Company, National Association, a national banking association (the “Bank”) in connection with the execution by the Bank of the Fiscal Agent Agreement, dated as of June 1, 2023 (the “Fiscal Agent Agreement”), between the City and the Bank, as Fiscal Agent. We are generally familiar with the Articles of Association and the Bylaws of the Bank and are also familiar with the corporate proceedings of the Bank with regard to its authorization, execution and delivery of the Fiscal Agent Agreement. Capitalized terms used herein shall have the respective meanings ascribed to them in the Fiscal Agent Agreement, except as otherwise defined herein.

We have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of this opinion. In such review, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with originals of all documents submitted to us as copies. Where questions of fact material to our opinions expressed below were not established independently, we have relied upon statements of officers of the Bank as contained in their certificates.

Based upon the foregoing, we are of the opinion that:

1. The Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America.
2. The Bank has all requisite corporate power, authority and legal right to execute and deliver the Fiscal Agent Agreement and to perform its duties and obligations under the Fiscal Agent Agreement, and has taken all necessary corporate action to authorize the execution and delivery thereof and the performance of its obligations thereunder, including the authentication and delivery of the Bonds in its capacity as Fiscal Agent under the Fiscal Agent Agreement.

3. The Bank has duly authorized, executed and delivered the Fiscal Agent Agreement. Assuming the due authorization, execution and delivery thereof by the other parties thereto, the Fiscal Agent Agreement is a legal, valid and binding agreement of the Bank, enforceable in accordance with its terms against the Bank.

4. To our knowledge, no authorization, approval, consent, or order of any governmental agency or regulatory authority having jurisdiction over the Bank that has not been obtained by the Bank is required for the authorization, execution and delivery by the Bank of the Fiscal Agent Agreement or the authentication and delivery of the Bonds by the Bank under the Fiscal Agent Agreement.

The opinions set forth above are subject to the following qualifications and exceptions:

(a) the opinions are subject to the effect of any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general application affecting creditors' rights; and

(b) the opinions are subject to the effect of general principles of equity, including (without limitation) concepts of materiality, reasonableness, good faith and fair dealing, and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

Our opinions expressed above are limited to the laws of the State of California and the federal laws of the United States of America.

The foregoing opinions are being furnished to you solely for your benefit and may not be relied upon by, nor may copies be delivered to, any other person without our prior written consent.

Very truly yours,

APPENDIX F

CITY OF ROSEVILLE LONGMEADOW PARKSIDE COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX REFUNDING BONDS SERIES 2023

CERTIFICATE OF SPECIAL TAX ADMINISTRATOR

The undersigned hereby states and certifies:

1. That he/she is an authorized officer of Willdan Financial Services, Inc. (the “Special Tax Administrator”) and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Special Tax Administrator is familiar with the Rate and Method of Apportionment of Special Tax (the “Rate and Method”) as set forth in Appendix A to the Official Statement dated [BPA Date], for the City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”) Special Tax Refunding Bonds, Series 2023 (the “Bonds”). Capitalized terms not otherwise defined herein shall be defined as provided in the Rate and Method or the Fiscal Agent Agreement, dated as of June 1, 2023 (the “Fiscal Agent Agreement”), between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “Fiscal Agent”).

3. That the Special Taxes (net of a 1% administration charge of the County of Placer (the “County Charge”)), if levied in accordance with the Rate and Method and collected will annually yield sufficient revenue to make timely payments of the annual debt service on the Bonds, and projected annual Administrative Expenses related to the levy and collection of the Special Taxes and the expenses of the Fiscal Agent for the Bonds (no representation is made as to the actual amounts that will be collected in future years).

4. That the Annual Special Tax (net of the County Charge), if collected in the maximum amounts permitted pursuant to the Rate and Method on the Closing Date, would generate at least 110% of the Annual Debt Service payable with respect to the Bonds payable from such Special Taxes plus estimated Administrative Expenses equal to a maximum of \$_____ for Fiscal Year 2022-23 (subject to inflation at 2.00% for each subsequent Fiscal Year beginning with Fiscal Year 2023-24), assuming the debt service schedule shown in the Official Statement is true and correct.

5. That all information supplied by the Special Tax Administrator for use in the Official Statement is believed to be true and correct, as of the date of the Official Statement and as of the date hereof.

6. That, as of the dates of the Preliminary Official Statement and the Official Statement and as of the date hereof, the information contained in those portions of the Official Statement entitled “SECURITY FOR THE BONDS – Special Taxes, - Special Tax Methodology and – Levy of Annual Special Tax; Maximum Special Tax,” “VALUE OF PROPERTY WITHIN THE DISTRICT,” “APPENDIX A,” including the tables sourced to the Special Tax Administrator, and the other data provided by the Special Tax Administrator and included in the Official Statement, do not, to our

knowledge, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

7. The Community Facilities District, the City, the Underwriter, and all the professionals involved in the financing are entitled to rely on this Certificate.

Dated: [Closing Date]

WILLDAN FINANCIAL SERVICES

By: _____

Title: _____

APPENDIX G

**CITY OF ROSEVILLE
LONGMEADOW PARKSIDE COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2023**

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Sandler & Co. (“Piper”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Piper offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, Piper has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Piper has sold at least 10% of such Hold-the-Offering-Price

Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means City of Roseville.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [BPA Date].

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificates as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: [Closing Date]

PIPER SANDLER & CO.

By: _____

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2023**NEW ISSUE-FULL BOOK ENTRY****RATING[S]: S&P (Insured): _____****S&P (Underlying): _____****See "RATING[S]" herein**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

\$ _____ *

CITY OF ROSEVILLE
LONGMEADOW PARKSIDE COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2023

Dated: Date of Delivery**Due: September 1, as shown on inside cover**

Authority for Issuance. The City of Roseville (the "City") is issuing the above-captioned bonds (the "Bonds") for its Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) (the "District") under the Mello-Roos Community Facilities Act of 1982 (the "Act"), the Resolution of Issuance (as defined herein), and a Fiscal Agent Agreement, dated as of June 1, 2023 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent"). See "THE BONDS – Authority for Issuance."

Security and Sources of Payment. The Bonds are payable from a pledge of proceeds of Special Tax Revenues (as defined in this Official Statement) levied on property within the District according to the rate and method of apportionment of special tax approved by the City Council and the eligible landowner voters in the District. The Bonds are secured by a first pledge of the Special Tax Revenues and the moneys on deposit in certain funds held by the Fiscal Agent under the Fiscal Agent Agreement. No additional bonds, except for refunding bonds, will be issued for the District. See "SECURITY FOR THE BONDS."

Use of Proceeds. The Bonds are being issued to (i) refund, in full, the City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2013, (ii) establish a debt service reserve fund for the Bonds, (iii) generate approximately \$250,000 for capital improvements, and (iv) pay the costs of issuing the Bonds. See "FINANCING PLAN."

Bond Terms. Interest on the Bonds is payable on March 1, 2024, and semiannually thereafter on each March 1 and September 1. The Bonds will be issued in denominations of \$5,000 or integral multiples of \$5,000. The Bonds, when delivered, will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Bonds. See "THE BONDS" and "APPENDIX F – THE BOOK-ENTRY SYSTEM."

Redemption. The Bonds are subject to optional redemption, mandatory sinking fund redemption, and special mandatory redemption from prepaid Special Taxes. See "THE BONDS – Redemption."

Bond Insurance. The scheduled payment of principal of and interest on the Bonds maturing on September 1 of the years 20____ through 20____, inclusive (the "Insured Bonds"), when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Insured Bonds by _____. Specific maturities to be insured will be determined based on market conditions at the time of pricing. See "BOND INSURANCE" and "APPENDIX G – Specimen Municipal Bond Insurance Policy" herein.

The Bonds, the interest thereon, and any premium payable on the redemption of any Bonds (if any), are not an indebtedness of the City (except to the limited extent described in this Official Statement), the State of California (the "State") or any of their respective political subdivisions. None of the City (except to the limited extent described in this Official Statement), the State or any of its political subdivisions is liable for the Bonds. Neither the faith and credit nor the taxing power of the City (except to the limited extent described in this Official Statement) or the State or any of their respective political subdivisions is pledged to the payment of the Bonds. Other than the Special Tax Revenues, no taxes are pledged to the payment of the Bonds. The Bonds do not constitute a general obligation of the City, but are limited obligations of the City payable solely from the Special Tax Revenues collected in the District as more fully described in this Official Statement.

This cover page contains certain information for quick reference only. It is not a summary of essential information about the Bonds. Potential investors should read this entire Official Statement to obtain information essential for making an informed investment decision. Investment in the Bonds involves risks that may not be appropriate for some investors. See "BOND OWNERS' RISKS" for a discussion of special risk factors that should be considered in evaluating the investment quality of the Bonds.

The Bonds are offered when, as and if issued by the City and accepted by the Underwriter, subject to approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, and subject to certain other conditions. Jones Hall, A Professional Law Corporation, has also served as disclosure counsel to the City. Certain matters will be passed upon for the City by the City Attorney. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about _____, 2023.

[Piper logo]

The date of this Official Statement is: _____, 2023.

* Preliminary; subject to change.

**CITY OF ROSEVILLE
LONGMEADOW PARKSIDE COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2023**

MATURITY SCHEDULE

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† (_____)
-----------------------	---------------------	------------------	-------	-------	-------------------

\$ _____ % Term Bond Due September 1, 20____; Yield ____%; Price: ____%
CUSIP†: _____

† CUSIP Global Services (CGS) is managed on behalf of American Bankers Association by FactSet Research Systems Inc. Copyright© 2023 CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Fiscal Agent or the Underwriter take any responsibility for the accuracy of the CUSIP data.

CITY OF ROSEVILLE, CALIFORNIA

City Council

Bruce Houdesheldt, *Mayor (District 3)*
Krista Bernasconi, *Vice Mayor (District 4)*
Scott Alvord, *Councilmember (District 5)*
Tracy Mendonsa, *Councilmember (District 1)*
Pauline Roccucci, *Councilmember (District 2)*

City Staff

Dominick Casey, *City Manager*
Dennis Kauffman, *Assistant City Manager/Chief Financial Officer*
Michelle Sheidenberger, *City Attorney*
Carmen Avalos, *City Clerk*

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

Municipal Advisor

Hilltop Securities Inc.
Encino, California

Special Tax Administrator

Willdan Financial Services
Temecula, California

Verification Agent

Causey Demgen & Morre P.C.
Denver, Colorado

Fiscal Agent

U.S. Bank Trust Company, National Association
San Francisco, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the Bonds.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases “will likely result,” “are expected to”, “will continue”, “is anticipated”, “estimate”, “project,” “forecast”, “expect”, “intend” and similar expressions identify “forward looking statements.” Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained herein and if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. All summaries of the documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

Bond Insurance Disclaimer. _____ (the “Insurer”) makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, the Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Insurer supplied by the Insurer and presented under the heading “BOND INSURANCE” and “APPENDX G – Specimen Municipal Bond Insurance Policy”.

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APPENDIX F	–	THE BOOK-ENTRY SYSTEM
[APPENDIX G	–	SPECIMEN MUNICIPAL BOND INSURANCE POLICY]

OFFICIAL STATEMENT

\$ _____ *

CITY OF ROSEVILLE

LONGMEADOW PARKSIDE COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

SPECIAL TAX REFUNDING BONDS

SERIES 2023

This Official Statement, including the cover page, inside cover and attached appendices, is provided to furnish information regarding the bonds captioned above (the “**Bonds**”) to be issued by the City of Roseville (the “**City**”) on behalf of the City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) (the “**District**”).

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See APPENDIX E.

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, the inside cover and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

The City. The City is located in the County of Placer (the “**County**”), which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and unincorporated County to the east and west. For additional information on the City and the County, see APPENDIX B.

The District. Land in the District consists of 579 single-family residences. The District was formed and established by the City Council of the City (the “**City Council**”), as legislative body of the District, under the Mello-Roos Community Facilities Act of 1982, as amended (the “**Act**”), pursuant to a resolution adopted by the City Council on October 19, 2005 (the “**Resolution of Formation**”), following a public hearing and landowner election at which the qualified electors of the District authorized the City to incur bonded indebtedness for the District and approved the levy of special

* Preliminary; subject to change.

taxes. The District was formed to finance infrastructure improvements necessary for development, which is now complete. See "THE DISTRICT."

Authority for Issuance of the Bonds. The Bonds are issued pursuant to the provisions of the Act, a Fiscal Agent Agreement, dated as of June 1, 2023 (the "**Fiscal Agent Agreement**"), between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "**Fiscal Agent**"), and a Resolution adopted by the City Council on _____, 2023 authorizing issuance of the Bonds (the "**Resolution of Issuance**"). See "THE Bonds – Authority for Issuance."

Security and Sources of Payment for the Bonds. The City Council annually levies special taxes on the property in the District (the "**Special Taxes**") in accordance with the Rate and Method of Apportionment for City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) (the "**Special Tax Formula**"), which is attached as APPENDIX A to this Official Statement. The Bonds are secured by and payable from a first pledge of the "**Special Tax Revenues**," which means the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), but shall not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure. The Bonds are also secured by certain funds and accounts established and held under the Fiscal Agent Agreement. See "SECURITY FOR THE BONDS."

Bond Insurance. Concurrently with the issuance of the Bonds, _____ (the "**Insurer**") will issue its municipal bond insurance policy (the "**Policy**") for the Bonds maturing on September 1 of the years 20__ through 20__, inclusive (the "**Insured Bonds**"). Specific maturities to be insured will be determined based on market conditions at the time of pricing. The Policy guarantees the scheduled payment of principal of and interest on the Insured Bonds when due as set forth in the form of the Policy included as APPENDIX F. See "BOND INSURANCE."

Redemption. The Bonds are subject to optional redemption, mandatory sinking fund redemption, and special mandatory redemption from prepaid Special Taxes. See "THE BONDS – Redemption."

Purpose of the Bonds. Proceeds of the Bonds will be used to defease and refund, in full, the "City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2013" (the "**2013 Bonds**"), which were issued in 2013 to refund a series of special tax bonds issued for the District in 2005, and to pay costs of issuance. Refunding savings will be used in part to provide funds to generate approximately \$250,000 for capital improvements, See "FINANCING PLAN."

Value of Land in the District. For Fiscal Year 2022-23, the assessed value of property within the District was \$246,410,212 and the amount of outstanding 2013 Bonds was \$5,735,000, which resulted in a value-to-lien ratio of approximately 43:1. This is an average and the value-to-lien ratios of individual parcels varies. See "VALUE OF PROPERTY WITHIN THE DISTRICT."

Covenant to Foreclose. The City has covenanted in the Fiscal Agent Agreement to cause foreclosure proceedings to be commenced and prosecuted against certain parcels with delinquent installments of the Special Taxes. For a more detailed description of the foreclosure covenant see "SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

No Additional Bonds Except for Refunding Purposes. The City has covenanted in the Fiscal Agent Agreement not to issue any additional bonds payable from the Special Tax Revenues on a parity with the Bonds, except to refund all or some of the Bonds.

Risk Factors. Investment in the Bonds involves risks that may not be appropriate for some investors. See “BOND OWNERS’ RISKS” for a discussion of certain risk factors, including possible effects of the COVID-19 pandemic, which should be considered in addition to the other matters set forth in this Official Statement, in considering the investment quality of the Bonds.

Verification Agent. Causey, Demgen & Moore P.C., Denver, Colorado, independent accountants, upon delivery of the Bonds, will deliver a report on the mathematical accuracy of certain computations, contained in schedules provided to them which were prepared by the City, relating to the sufficiency of moneys and securities deposited into the escrow to pay, when due, the principal, whether at maturity or upon prior prepayment, interest and prepayment premium requirements of the outstanding 2013 Bonds.

FINANCING PLAN

Refunding Plan

The City issued the 2013 Bonds for the purpose of refunding, in full, special tax bonds issued for the District in 2005 to pay for a portion of the costs of acquiring and constructing certain public infrastructure improvements necessary for the development of property in the District.

The 2013 Bonds are currently outstanding in the aggregate principal amount of \$5,735,000, and will be defeased and redeemed, in full, on September 1, 2023 (the “**Redemption Date**”), at a redemption price equal to 100% of the principal amount thereof, together with accrued interest thereon.

In order to accomplish the refinancing plan, the net proceeds of the Bonds, together with certain other funds on hand with respect to the 2013 Bonds in a total amount (when taking into account investment earnings thereon) calculated to be sufficient to redeem the 2013 Bonds, will be transferred to U.S. Bank Trust Company, National Association, as escrow agent (the “**Escrow Agent**”), for deposit in an escrow fund (the “**Escrow Fund**”) to be established under an Escrow Agreement dated as of June 1, 2023, by and between the City and the Escrow Agent. *Amounts on deposit in the Escrow Fund are not available to pay debt service on the Bonds.*

Causey, Demgen & Moore P.C., Denver, Colorado, independent accountants, upon delivery of the Bonds, will deliver one or more reports on the mathematical accuracy of certain computations contained in schedules provided to them which were prepared by the City relating to the sufficiency of moneys and securities deposited into the Escrow Fund to pay, when due, the redemption price of the 2013 Bonds on the Redemption Date.

Estimated Sources and Uses of Funds

A summary of the estimated sources and uses of funds associated with the sale of the Bonds follows:

Sources

Principal Amount of Bonds	\$
Plus/Less [Net] Original Issue Premium/Discount	
Plus Funds Related to 2013 Bonds	
Total	\$

Uses

Deposit to Escrow Fund ⁽¹⁾	\$
Deposit to Reserve Fund ⁽²⁾	
Transfer to City for Capital Improvements	
Costs of Issuance ⁽³⁾	
Total	\$

(1) Will be used to defease and refund the 2013 Bonds on September 1, 2023. See “– Refunding Plan” above.

(2) Equal to the Reserve Requirement with respect to the Bonds as of their date of delivery. [surety?]

(3) Includes fees of bond and disclosure counsel, fees, expenses and charges of the Fiscal Agent, printing costs, fees of the special tax administrator, appraiser, and municipal advisor, Underwriter’s discount, and other costs of issuance.

DEBT SERVICE SCHEDULE

The annual debt service on the Bonds based on the interest rates and maturity schedule set forth on the cover of this Official Statement is shown below[, followed by a table showing projected debt service coverage].

City of Roseville
Longmeadow Parkside Community Facilities District No. 1 (Public Facilities)
Special Tax Refunding Bonds Series 2023
Debt Service

Period Ending (Sept. 1)	Bonds Principal	Bonds Interest	Bonds Total
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			

Source: Underwriter.

THE BONDS

This section generally describes certain of the terms of the Bonds contained in the Fiscal Agent Agreement. Reference is hereby made to the full text of the Fiscal Agent Agreement, on file with the Fiscal Agent, for the complete terms thereof.

Authority for Issuance

The Bonds are issued pursuant to the Fiscal Agent Agreement, approved by the Resolution of Issuance adopted by the City Council on _____, 2023, and the Act.

The District was established and authorized to incur bonded indebtedness in an aggregate principal amount not to exceed \$11,500,000 at a special election in the District held on October 19, 2005 pursuant to the Act. An initial series of special tax bonds were issued for the District in 2005 and refunded, in full, with the proceeds of the 2013 Bonds.

After issuance of the Bonds, the City will have remaining bond authorization for the District however no additional bonds (excluding possible refunding bonds) are allowed to be issued in the future under the Fiscal Agent Agreement.

Description of the Bonds

The Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Ultimate purchasers of Bonds will not receive physical certificates representing their interest in the Bonds. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the Bonds.

Payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the Bonds. Disbursements of such payments to DTC’s participants is the responsibility of DTC, and disbursements of such payments to the Beneficial Owners is the responsibility of DTC’s participants and indirect participants, as more fully described in APPENDIX F to this Official Statement.

The Bonds will be dated as of, and bear interest from, the date of their delivery at the rates contained, and mature in the amounts and years shown on the inside cover page of this Official Statement.

The principal of, and any redemption premium due with respect to, the Bonds will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in San Francisco, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the Bonds. Interest on the Bonds, computed on the basis of a 360-day year consisting of twelve 30-day months, will be paid in lawful money of the United States of America semiannually on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing March 1, 2024.

Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Dates by first class mail to the registered Owner thereof at such registered Owner’s address as it appears on the registration

books maintained by the Fiscal Agent at the close of business on the 15th day of the calendar month preceding the Interest Payment Date (the “**Record Date**”), or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds; provided that so long as any Bonds are in book-entry form, payments with respect to such Bonds will be made by wire transfer, or such other method acceptable by the Fiscal Agent, to DTC. See “APPENDIX F – THE BOOK-ENTRY SYSTEM.”

Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the dated date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC’s participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC’s participants and indirect participants, as more fully described herein. See “APPENDIX F – THE BOOK-ENTRY SYSTEM.”

Redemption

Optional Redemption. The Bonds are subject to optional redemption from any source of available funds prior to maturity, in whole, or in part among series and maturities as will be specified by the City and by lot within a maturity, on any date on or after September 1, 20____, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

Special Mandatory Redemption From Prepaid Special Taxes. The Bonds are subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 2023 through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Bonds maturing September 1, _____ and September 1, _____ (the “**Term Bonds**”) are subject to mandatory sinking payment redemption in part on September 1, _____ and September 1, _____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of their principal amount to be

redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
_____	_____

Term Bonds Maturing September 1, 20____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
_____	_____

In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of their principal amount, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed by giving the individual CUSIP number and Bond number of each Bond to be redeemed or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called in part the principal amount thereof to be redeemed, and shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in this Agreement for the redemption of less than all of the Bonds of any maturity, the Fiscal Agent shall select the Bonds to be redeemed, from all Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

Right to Rescind. The City shall have the right to rescind any notice of prepayment delivered by the Fiscal Agent prior to the date fixed for prepayment.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption shall have been deposited in the Bond Fund, such Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of Bonds will be made in accordance with DTC procedures. See APPENDIX F. Any Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any Bond(s) will be surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond(s), for a like aggregate principal amount of Bond(s) of authorized denominations and of the same maturity. The City will pay the cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange.

No transfers or exchanges of Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after that Bond has been selected for redemption.

SECURITY FOR THE BONDS

The Bonds are secured by and payable from a first pledge of the proceeds of the Special Tax Revenues. The Special Tax Revenues and all moneys deposited into the Bond Fund and the Reserve Fund are pledged to the payment of the principal of, and interest and any premium on, the Bonds, as provided in the Fiscal Agent Agreement and in the Act, until all the Bonds have been paid and retired, or until moneys or Federal Securities have been set aside irrevocably for that purpose.

The Facilities are not in any way pledged to pay the debt service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any Facilities are not pledged to pay the debt service on the Bonds and are free and clear of any lien or obligation imposed under the Fiscal Agent Agreement.

Special Taxes

A Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax liability determined by the City through the application of the Special Tax Formula and set forth in APPENDIX A hereto for all taxable properties in the District. Interest and principal on the Bonds is payable from the annual Special Taxes to be levied and collected on taxable property within the District, from amounts held in the funds and accounts established under the Fiscal Agent Agreement (other than the Rebate Fund) and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIII A of the California Constitution, pursuant to Section 4 thereof as a “special tax” authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Special Tax Formula approved by the City. See “Special Tax Methodology” below and “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The amount of Special Taxes that the District may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within the District which are set forth as the annual “**Maximum Annual Special Tax**” in the Special Tax Formula. Under the Special Tax Formula, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount, not in excess of the annual Maximum Annual Special Tax. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Special Tax Formula apportions the Special Tax Requirement (as defined in the Special Tax Formula and described below) among the taxable parcels of real property within the District according to the rate and methodology set forth in the Special Tax Formula. See “Special Tax Methodology” below. See also “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The City may levy the Special Tax at the annual Maximum Annual Special Tax rate, which has been authorized by the qualified electors within the District, as set forth in the Special Tax Formula, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Special Tax Requirement (as defined below). Because each Special Tax levy is limited to the annual Maximum Annual Special Tax rates authorized as set forth in the Special Tax Formula, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Special Tax Requirement will in fact be collected in any given year. See “SPECIAL RISK FACTORS — Tax Delinquencies” herein. The Special Taxes are collected for the City by the County of Placer in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

The Special Tax authorized under the Act applicable to land within the District will be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate as described in the Special Tax Formula set forth in “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.” Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Special Tax Formula.

Determination of Annual Costs. Each year, the City will determine the Annual Costs of the District for the upcoming fiscal year. The “**Annual Costs**” include the following items:

- (i) debt service on the Bonds;
- (ii) administrative expenses and County fees;
- (iii) any amounts needed to replenish bond reserve funds and to pay for delinquencies in Special Taxes for the previous Fiscal Year or anticipated for the current year; and
- (iv) pay-as-you-go expenditures for authorized improvements and development-related fees.

The Annual Costs are the basis for the amount of Special Tax to be levied within the District. In no event may the City levy a Special Tax in any year above the Maximum Annual Special Tax identified for each parcel in the Special Tax Formula.

Parcels Subject to the Special Tax. The City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City will tax all parcels within the District except “Tax-Exempt” parcels as described in the Special Tax Formula. Taxable Parcels that are acquired by a public agency after the District is formed will remain subject to the Special Tax unless a “trade” resulting in no loss of Special Tax revenue can be made, as described in the Special Tax Formula.

Classification of Parcels. The Special Tax Formula provides that the Special Tax may be levied against all taxable property in the District up to the maximum amount set forth therein. There are 579 taxable lots within the District, each of which is classified as a “Market Rate Unit,” except for 28 lots which are classified as “Affordable Units.” Affordable Units are assigned a reduced Special Tax. The Special Tax Formula describes in detail the precise method for assigning the Maximum Annual Special Tax to parcels within the District, which generally provides that each year the City will use the definitions contained in the Special Tax Formula to classify each Taxable Parcel as an Original Parcel or a Successor Parcel and the Special Tax assigned in the amount shown in a schedule attached to the Special Tax Formula. See “– Levy of Annual Special Tax; Maximum Annual Special Tax” and APPENDIX A.

Annual Special Tax Levy. The Special Tax will be levied each year by comparing the Annual Costs to the Maximum Special Tax Revenue to be generated by all Taxable Parcels; if the Annual Costs are less than the Maximum CFD Revenue, the Special Tax levy will be decreased proportionately for each Taxable Parcel until the Special Tax revenue equals the Annual Costs.

Termination of the Special Tax. The Special Tax will be levied and collected for as long as needed to pay the principal and interest on the Bonds and other costs incurred in order to construct the authorized District-funded facilities and to pay the Annual Costs. The Special Tax Formula

provides that the Special Tax may not be levied on any parcel in the District after fiscal Year 2039-40. When all Annual Costs incurred by the District have been paid, the Special Tax will cease to be levied.

Prepayment of the Special Tax. The Special Tax Formula provides that landowners may permanently satisfy the Special Tax by a cash settlement with the City, subject to the conditions set forth in the Special Tax Formula: (i) the prepayment is based on the Maximum Annual Special Tax for the prepaying parcel at the time of prepayment, and (ii) the City determines that the prepayment does not jeopardize its ability to make timely payments of debt service on the Bonds. The prepayment amount will be established using the formula set forth in the Special Tax Formula, which is generally based on the Parcel's share of the outstanding Bonds, the Reserve Fund, fees, call premiums, negative arbitrage and any expenses incurred by the City in connection with the prepayment.

Levy of Annual Special Tax; Maximum Annual Special Tax

The annual Special Tax will be calculated by the City and levied to provide money for debt service on the Bonds, replenishment of the Reserve Fund, anticipated Special Tax delinquencies, administration of the District, and for payment of pay-as-you-go expenditures of the Improvements or authorized District-funded facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the Maximum Annual Special Tax identified for each parcel in the Special Tax Formula. See APPENDIX A.

The following table shows the Maximum Annual Special Tax for the single family homes in the District as shown in the Special Tax Formula, calculated based upon the 579 units in the District. The Maximum Annual Special Tax does not escalate. See "THE DISTRICT."

City of Roseville Longmeadow Parkside Community Facilities District No. 1 Maximum Annual Special Tax Per Single-Family Lot

	No. of <u>Lots</u>	Max. Annual <u>Special Tax</u>
Longmeadow Village 1	144	\$1,584/lot
Longmeadow Village 2: Market Units	368	1,104/lot
Longmeadow Village 2: Low & Middle Income Units	32	120/lot ⁽¹⁾
Parkside Estates	<u>35</u>	320/lot
Total	579	

(1) Four of the 32 low- and middle-income lots are considered "Market Rate Units" and, accordingly, are subject to a Maximum Annual Special Tax rate of \$1,104/lot, just like the remainder of Longmeadow Village 2.

Special Tax Fund

Under the Fiscal Agent Agreement, there is established as a separate fund to be held by the Treasurer, the "Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2023, Special Tax Fund," to the credit of which the City shall deposit, immediately upon receipt, all Special Tax Revenues received by the City and any amounts required by the Fiscal Agent Agreement to be deposited in the Special Tax Fund. Moneys in the Special Tax Fund shall be held in trust by the City for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

As soon as practicable after the receipt by the City of any Special Tax Revenues or the transfer of amounts to the Special Tax Fund pursuant to the terms hereof, but no later than 10 Business Days after such receipt or transfer, the City shall withdraw from the Special Tax Fund and transfer: (i) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds during the then-current Bond Year, and (ii) to the Fiscal Agent for deposit in the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement. At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the Reserve Fund balance to the Reserve Requirement, the amount in the Special Tax Fund in excess of such amount shall be available to the City to pay Administrative Expenses; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than 10 Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account to be used for the redemption of Bonds.

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

In the Fiscal Agent Agreement, the City covenants with and for the benefit of the Owners of the Bonds that it will order, and cause to be commenced as hereinafter provided, and thereafter diligently prosecute to judgment (unless such delinquency is theretofore brought current), an action in the superior court to foreclose the lien of any Special Tax or installment thereof not paid when due as provided in the following two paragraphs. The Assistant City Manager will notify the City Attorney of any such delinquency of which the Assistant City Manager is aware, and the City Attorney will commence, or cause to be commenced, such proceedings.

On or about October 1 of each Fiscal Year, the Assistant City Manager will compare the amount of Special Taxes theretofore levied in the prior Fiscal Year in the CFD to the amount of Gross Taxes theretofore received by the City, and

(i) *Individual Delinquencies*. If the Assistant City Manager determines that any single parcel subject to the Special Tax in the CFD is delinquent in the payment of Special Taxes cumulatively by more than \$2,500 or more, then the Assistant City Manager will send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 60 days of such determination, and (if the delinquency remains uncured) foreclosure proceedings will be commenced by the City within 120 days of such determination.

(ii) *Aggregate Delinquencies*. If the Assistant City Manager determines that the total amount of delinquent Special Tax for the prior Fiscal Year for the entire CFD (including the total of delinquencies under subsection (i) above), exceeds 5% of the total Special Tax due and payable for the prior Fiscal Year, the City will notify or cause to be notified property owners who are then delinquent in the payment of Special Taxes (and demand immediate payment of the delinquency) within 60 days of such determination, and will commence foreclosure proceedings within 120 days of such determination against each parcel of land in the CFD with a Special Tax delinquency.

Notwithstanding the foregoing, the City may determine not to initiate foreclosure proceedings if (a) the amount in the Reserve Account is equal to the Reserve Requirement, and (b) there have been no defaults in the payment of debt service on the Bonds.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price which will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the annual Maximum Annual Special Tax rates set forth in the Special Tax Formula, the City may adjust (but not to exceed the annual Maximum Annual Special Tax) the Special Taxes levied on all property within the District subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund.

Under current law, a judgment debtor (property owner) has at least 140 days from the date of service of the notice of levy in which to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments.

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the District to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the District, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the District could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the District becomes the purchaser under a credit bid, the District must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

Reserve Fund

A Reserve Fund (the “**Reserve Fund**”) for the Bonds will be established under the Fiscal Agent Agreement, to be held by the Fiscal Agent. Upon delivery of the Bonds, the amount on deposit in the Reserve Fund will be established by depositing certain proceeds of the Bonds in the amount of the “**Reserve Requirement**” for the Bonds, which is the lesser of 10% of the original principal amount of the Bonds, 100% of maximum annual debt service on the Bonds, or 125% of average annual debt service on the Bonds. The City is required to maintain an amount of money or other security equal to the Reserve Requirement in the Reserve Fund at all times that the Bonds are outstanding. All amounts deposited in the Reserve Fund will be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of, and interest on, the Bonds. Whenever transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent will provide written notice thereof to the City.

The City has the right at any time to cause the Fiscal Agent to release funds from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument (as defined in the Fiscal Agent Agreement), and (2) an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent, the Fiscal Agent will transfer such funds from the Reserve Fund to the City.

[Add: indicate surety if applicable]

Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund exceeds the then applicable Reserve Requirement, the Fiscal Agent will transfer an amount equal to the excess from the Reserve Fund to the Bond Fund or the Improvement Fund as provided below, except that investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the Federal government to comply with rebate requirements.

Moneys in the Reserve Fund will be invested and deposited in accordance with the Fiscal Agent Agreement. Interest earnings and profits resulting from the investment of moneys in the Reserve Fund and other moneys in the Reserve Fund will remain therein until the balance exceeds the Reserve Requirement; any amounts in excess of the Reserve Requirement will be transferred to the Improvement Fund, if the Improvements have not been completed, or if the Improvements have been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

No Additional Bonds Except for Refunding

In the Fiscal Agent Agreement, the City covenants that it will not authorize the issuance of additional bonds payable from Special Taxes and secured by the Special Tax Revenues equally and ratably with Bonds, except to refund all or a portion of the Bonds.

BOND INSURANCE

[To come]

THE DISTRICT

Formation of the District

On August 17, 2005, the City Council adopted a Resolution of Intention to form a community facilities district under the Act, to levy a special tax and to incur bonded indebtedness for the purpose of financing the Improvements and making contributions to certain public facilities. After conducting a noticed public hearing, on October 19, 2005, the City Council adopted the Resolution of Formation, which established Longmeadow Parkside Community Facilities District No. 1 (Public Facilities), set forth the Special Tax Formula within the District and set forth the necessity to incur bonded indebtedness in a total amount not to exceed \$11,500,000. On the same day, an election was held within the District in which the only eligible landowner voter in the District unanimously approved the proposed bonded indebtedness and the levy of the Special Tax.

Location and Description of the District

The District consists of two non-contiguous single-family residential subdivisions identified as Longmeadow at Crocker Ranch ("Longmeadow") and Parkside Estates ("Parkside"). Longmeadow is situated along the north line of Blue Oaks Boulevard, east of Woodcreek Oaks Boulevard. Parkside Estates is located at the southeast quadrant of Junction Boulevard and Porter Drive, approximately 3 miles from the Longmeadow area. Both properties are located in the western portion of the City, approximately 20 miles northeast of the central business district of Sacramento. The Longmeadow community offers frontage along Blue Oaks Boulevard and Woodcreek Oaks Boulevard. The primary point of entry into Longmeadow is from the east line of Woodcreek Oaks Boulevard. Blue Oaks Boulevard is a primary east-west traffic arterial which connects to State Highway 65 and ultimately to the Interstate 80 freeway system. Interstate 80 freeway is located approximately three miles southeast of the State Highway 65/Blue Oaks Boulevard junction and merges with State Highway 65 at an interchange system. Parkside Estates has frontage along Junction Boulevard and Porter Drive, with the primary entrance point along Porter Drive.

Environmental Matters

Flood Hazard Map Information. According to the Federal Emergency Management Agency's flood insurance rate maps (Community-Panel Number 060243-0457F, with an effective date of July 8, 1998), the developable portions of the property in the District are located within Flood Zone X, described as areas of minimal flooding (outside of the 100 and 500-year floodplains). The land in the District has been determined to be outside of the 500-year floodplain and is not a part of the Central Valley Flood Protection Plan (SB-5).

Seismic Conditions. According to the Seismic Safety Commission, the District is located within Zone 3, areas of moderate seismic activity. Zone 3 is considered to be the lowest risk zone in California. In addition, the subject is not located within a Fault-Rupture Hazard Zone (formerly referred to as an Alquist-Priolo Special Study Zone), as defined by Special Publication 42 of the California Department of Conservation, Division of Mines and Geology

Wildfire Risk. The property in the District is not located in a high or very-high fire hazard severity zone, as established by Cal-FIRE.

Development of the District

Property within the District subject to the Special Tax is comprised of 579 parcels covering approximately 87 acres; all parcels were developed with a single family residence built by John Mourier Construction, Inc., the original owner/developer of the property in the District.

The development of Longmeadow occurred in two villages: Village 1 consisting of 144 lots and home sizes ranging from 1,756 to 2,866 square feet in the “Executive” series (6,000 square foot lots), and 1,053 to 2,284 square feet in the “Premier” series (3,000 square foot lots), and Village 2, consisting of 400 lots (including 32 low and middle income units). Construction of the Executive series homes began in 2005, with final sales occurring in 2012 and final phase selling prices ranging from approximately \$300,000 to \$500,000. Construction of the Premier series homes also began in 2005, with final sales occurring in late 2012 and final phase selling prices ranging from approximately \$225,000 to \$450,000.

The development of Parkside’s 35 lots commenced in 2005 with floorplans ranging from approximately 2,050 to 3,525 square feet. Final sales occurred in 2008 with final phase selling prices ranging from approximately \$450,000 to \$650,000.

VALUE OF PROPERTY WITHIN THE DISTRICT

Assessed Values

The following table shows a history of assessed valuations of land in the District since Fiscal Year 2018-19.

Table 1
City of Roseville
Longmeadow Parkside Community Facilities District No. 1 (Public Facilities)
Historical Assessed Values
Fiscal Years 2018-19 through 2022-23

Fiscal Year Levied	Land Assessed Value	Structure Assessed Value	Total Assessed Value	% Annual Change in Total Assessed Values
2018-19	\$43,208,947	\$167,267,093	\$210,476,040	N/A
2019-20	44,769,818	174,058,034	218,827,852	4.0%
2020-21	46,150,848	179,819,047	225,969,895	3.3%
2021-22	47,897,665	186,289,932	234,187,597	3.6%
2022-23	50,204,615	196,205,597	246,410,212	5.2%

Sources: Assessed Values - City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Annual Continuing Disclosure Information Statements for fiscal years 2018-19 through 2020-21 and Placer County July 1, 2022 Secured Property Roll, as compiled by Willdan Financial Services.

Value-to-Lien Ratios

The Special Tax will be levied and collected on all 579 taxable parcels in the District through the application of the appropriate amount or rate as described in the Special Tax Formula in an

amount each year at least sufficient to pay debt service on outstanding Bonds and administrative expenses of the District. See “SECURITY FOR THE BONDS – Special Tax Formula” and APPENDIX A.

Aggregate Assessed Valuation, Special Tax Levy and Value-to-Lien. The following table shows assessed valuations, maximum special taxes revenues, and the aggregate value-to-lien ratio for land in the District for Fiscal Year 2022-23.

Table 2
City of Roseville
Longmeadow Parkside Community Facilities District No. 1 (Public Facilities)
Maximum Special Tax and Valuation Summary
2022-23 Special Tax Levy

No. Parcels Levied	Total Assessed Valuation	Aggregate Maximum Special Tax	Bonded Indebtedness	VTL
579	\$50,204,615	\$666,136	\$5,735,000	42.97

Sources: Assessed Values - City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Annual Continuing Disclosure Information Statements for fiscal years 2018-19 through 2020-21 and Placer County July 1, 2022 Secured Property Roll, as compiled by Willdan Financial Services.

Value-to-Lien Stratification Table. The following table shows the District debt service coverage for Fiscal Year 2022-23 based on the actual levy and the Maximum Annual Special Tax levy.

Table 3
City of Roseville
Longmeadow Parkside Community Facilities District No. 1 (Public Facilities)
Fiscal Year 2022-23 – Value-to-Lien Categories

VTL Category	No. Parcels Levied	Total Assessed Valuation	Bonded Indebtedness	% of Debt Allocation	VTL
30:1 or Greater	501	\$226,301,603	\$4,948,174	86.28%	45.73
20:1 to 29.99:1	76	19,759,587	763,684	13.32%	25.87
10:1 to 19.99:1	2	349,022	23,142	0.40%	15.08
Total	579	\$246,410,212	\$5,735,000	100.00%	42.97

Limitations on Increases in Special Tax Levy. If owners are delinquent in the payment of Special Taxes, the City may not increase Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Annual Special Tax rates specified for each category of property within the District. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See “BOND OWNERS’ RISKS.”

Special Tax Collection and Delinquency Rate

The Special Tax delinquency rate in the District has been less than 1% since the inception of the District. The table below shows the annual Special Tax levies and current delinquencies for the past four years.

Table 4
City of Roseville
Longmeadow Parkside Community Facilities District No. 1 (Public Facilities)
Special Tax Charges and Delinquencies

Fiscal Year	Total Charge	No. Parcels Levied	Delinquent Parcels	Delinquent Amount	Delinquent Amount %
2017/18	\$607,054.48	579	0	\$0.00	0.00%
2018/19	\$599,919.06	579	0	\$0.00	0.00%
2019/20	\$569,388.06	579	0	\$0.00	0.00%
2020/21	\$569,363.32	579	0	\$0.00	0.00%
2021/22	\$588,928.58	579	1	\$141.45	0.02%
2022/23	\$597,859.94	579	5	<u>\$1,773.46</u>	0.30%
Total				\$1,914.91	

(1) Delinquency data as of February 23, 2023.

Source: Placer County Tax Collector data as compiled by Willdan Financial Services.

Future delinquencies in the payment of property taxes (including the Special Taxes) with respect to property in the District could result in draws on the Reserve Fund established, and perhaps, ultimately, a default in the payment on the Bonds. See "BOND OWNERS' RISKS."

Special Tax Enforcement and Collection Procedures. The City could receive additional funds for the payment of debt service through foreclosure sales of delinquent property, but no assurance can be given as to the amount foreclosure sale proceeds or when foreclosure sale proceeds would be received. The City has covenanted in the Fiscal Agent Agreement to take certain enforcement actions and commence and pursue foreclosure proceedings against delinquent parcels under the terms and conditions described in this Official Statement. See "SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

Foreclosure actions would include, among other steps, formal City Council action to authorize commencement of foreclosure proceedings, mailing multiple demand letters to the record owners of the delinquent parcels advising them of the consequences of failing to pay the applicable special taxes and contacting secured lenders to obtain payment. If these efforts were unsuccessful, they would be followed (as needed) by the filing of an action to foreclose in superior court against each parcel that remained delinquent.

Limitations on Increases in Special Tax Levy. If owners are delinquent in the payment of Special Taxes, the City may not increase Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Annual Special Tax rates specified for each category of property within the District. See "SECURITY FOR THE BONDS – Special Tax Formula." In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been

any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See "BOND OWNERS' RISKS."

Direct and Overlapping Governmental Obligations

Overlapping Debt Statement. Contained within the boundaries of the District are certain overlapping local agencies providing public services. Many of these local agencies have outstanding debt. The direct and overlapping debt affecting the District is shown in the table below, which is an overlapping debt report ("**Debt Report**") prepared by California Municipal Statistics, Inc. The Debt Report is included for general information purposes only. The City has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. These long-term obligations are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency. The amount shown reflects the amount outstanding as of the date indicated and does not reflect the amount of authorized but unissued debt.

Table 5
City of Roseville
Longmeadow Parkside Community Facilities District No. 1 (Public Facilities)
Direct and Overlapping Governmental Obligations
As of March, 2023

2022-23 Assessed Valuation: \$246,410,212

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 4/1/23</u>	
Sierra Joint Community College SFID No. 4 General Obligation Bonds	0.289%	\$ 428,302	
Roseville Joint Union High School District General Obligation Bonds	0.649	698,567	
Roseville City School District General Obligation Bonds	1.079	99,577	
City of Roseville Longmeadow Parkside Community Facilities District No. 1	100.	5,735,000	(1)
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$6,961,446	
 <u>OVERLAPPING GENERAL FUND DEBT:</u>			
Placer County General Fund Obligations	0.251%	\$203,927	
Sierra Joint Community College District Certificates of Participation	0.192	1,912	
Roseville Union High School District Certificates of Participation	0.649	396,799	
Roseville City School District General Fund Obligations	1.079	73,919	
City of Roseville General Fund Obligations	0.834	132,987	
Placer County Mosquito and Vector Control District General Fund Obligations	0.251	4,646	
TOTAL OVERLAPPING GENERAL FUND DEBT		\$814,190	
 COMBINED TOTAL DEBT		 \$7,775,636	(2)

(1) Excludes Mello-Roos Act bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2022-23 Assessed Valuation:

Direct Debt (\$5,735,000)	2.33%
Total Direct and Overlapping Tax and Assessment Debt	2.83%
Combined Total Debt	3.16%

BOND OWNERS' RISKS

The purchase of the Bonds involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision. This discussion does not purport to be comprehensive or definitive or a complete statement of all factors that may be considered as risks in evaluating the credit quality of the Bonds.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the Bonds if Special Tax collections are delinquent or insufficient, other than from amounts, if any, on deposit in the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels for Special Tax delinquencies. The City is not obligated to advance funds to pay debt service on the Bonds.

Levy and Collection of the Special Tax

General. The principal source of payment of principal of and interest on the Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the maximum annual Special Tax rate authorized in the Special Tax Formula. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the Bonds.

In addition to the maximum annual Special Tax rate limitation in the Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax formula set forth in the Special Tax Formula is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See “–Property Tax Delinquencies” below. For a summary of recent Special Tax collection and delinquency rates in the District, see “THE DISTRICT – Special Tax Collection and Delinquency Rates.”

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary ad valorem property taxes are collected and, except as provided in the special covenant for foreclosure described in “SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary ad valorem property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See “SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the “**FDIC**”) has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District. See “ – FDIC/Federal Government Interests in Properties” below.

Other laws generally affecting creditors’ rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

Bankruptcy Delays

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid Special Tax, as discussed in “SECURITY FOR THE BONDS,” may be limited by bankruptcy, insolvency or other laws generally affecting creditors’ rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel’s approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner or any other person claiming an interest in the property could result in a delay in superior court foreclosure proceedings and could result in the possibility of Special Tax

installments not being paid in part or in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds.

In addition, the amount of any lien on property securing the payment of delinquent Special Taxes could be reduced if the value of the property were determined by the bankruptcy court to have become less than the amount of the lien, and the amount of the delinquent Special Taxes in excess of the reduced lien could then be treated as an unsecured claim by the court. Any such stay of the enforcement of the lien for the Special Tax, or any such delay or non-payment, would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds and the possibility of delinquent Special Taxes not being paid in full.

To the extent that property in the District continues to be owned by a limited number of property owners, the chances are increased that the Reserve Fund could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the Bonds on a timely basis.

Property Tax Delinquencies

General. Delinquencies in the payment of property taxes and, consequently, the Special Taxes, can occur because the owners of delinquent parcels may not have received property tax bills from the County in a timely manner. Delinquencies can also reflect economic difficulties and duress by the property owner. See “THE DISTRICT – Special Tax Collection and Delinquency Rates.”

Numerous future delinquencies by the owners of Taxable Property in the District in the payment of property taxes (and, consequently, the Special Taxes, which are collected on the ordinary property tax bills) when due could result in a deficiency in Special Tax Revenues necessary to pay debt service on the Bonds, which could in turn result in the depletion of the Reserve Fund, prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax. In that event, there could be a delay or failure in payments of the principal of and interest on the Bonds. See “SECURITY FOR THE BONDS – Reserve Fund,” and “THE DISTRICT – Potential Consequences of Special Tax Delinquencies.”

Measures to Mitigate Consequences of Continuing Delinquencies. The City intends to take certain actions designed to mitigate the impact of future delinquencies, including: enforcing the lien of the Special Taxes through collection procedures that will include foreclosure actions under certain circumstances (see “SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure”); and increasing the levy of Special Taxes against non-delinquent property owners in the District, to the extent permitted under the Special Tax Formula and the Act and to the extent the Special Taxes are not already being levied at the Maximum Annual Special Tax rate. See “THE DISTRICT – Potential Consequences of Special Tax Delinquencies.”

Risks Related to Homeowners With High Loan-to-Value Ratios

Any future decline in home values in the District could result in property owner unwillingness or inability to pay mortgage payments, as well as ad valorem property taxes and Special Taxes, when due. Under such circumstances, bankruptcies are likely to increase. Bankruptcy by homeowners with delinquent Special Taxes would delay the commencement and completion of foreclosure proceedings to collect delinquent Special Taxes.

It is possible that laws could be enacted in the future to assist homeowners in default in the payment of mortgages and property taxes. It is further possible that federal laws could be enacted that would adversely impact the ability of the City to foreclose on parcels with delinquent Special Taxes. No assurance can be given that any such laws will be enacted, or if enacted will be effective in assisting affected homeowners.

Payment of Special Tax is Not a Personal Obligation of the Property Owners

An owner of Taxable Property is not personally obligated to pay the Special Taxes. Rather, the Special Taxes are an obligation running only against the parcels of Taxable Property. If, after a default in the payment of the Special Tax and a foreclosure sale by the City, the resulting proceeds are insufficient, taking into account other obligations also constituting a lien against the affected parcels of Taxable Property, the City has no recourse against the owner.

Property Values

The value of Taxable Property within the District is a critical factor in determining the investment quality of the Bonds. If a property owner defaults in the payment of the Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land values could be adversely affected by economic and other factors beyond the City's control, such as a general economic downturn, relocation of employers out of the area, shortages of water, electricity, natural gas or other utilities, destruction of property caused by earthquake, flood, wildfires, or other natural disasters, environmental pollution or contamination, or unfavorable economic conditions.

The following is a discussion of specific risk factors that could affect the value of property in the District.

Risks Related to Availability of Mortgage Loans. The current state of the world-wide capital markets has adversely affected the availability of mortgage loans to homeowners, including potential buyers of homes within the District. Any such unavailability could hinder the ability of the current homeowners to resell their homes, or the sale of newly completed homes in the future.

Natural Disasters. The value of the Taxable Property in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the Taxable Property and the continued habitability and enjoyment of such private improvements.

The areas in and surrounding the District, like those in much of California, may be subject to unpredictable seismic activity, including earthquakes. See "THE DISTRICT – Environmental Conditions."

Other natural disasters could include, without limitation, floods, wildfires, droughts or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the Taxable Property may well depreciate or disappear.

Legal Requirements. Other events that may affect the value of Taxable Property include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures.

Hazardous Substances. One of the most serious risks in terms of the potential reduction in the value of Taxable Property is a claim with regard to a hazardous substance. In general, the owners and operators of Taxable Property may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or the “Superfund Act,” is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the Taxable Property be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition.

The property values set forth in this Official Statement do not take into account the possible reduction in marketability and value of any of the Taxable Property by reason of the possible liability of the owner or operator for the remedy of a hazardous substance condition of the parcel. Although the City is not aware that the owner or operator of any of the Taxable Property has such a current liability with respect to any of the Taxable Property, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the Taxable Property resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but that has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but that may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of Taxable Property that is realizable upon a delinquency.

Other Possible Claims Upon the Value of Taxable Property

While the Special Taxes are secured by the Taxable Property, the security only extends to the value of such Taxable Property that is not subject to priority and parity liens and similar claims.

The table in the section entitled “THE DISTRICT – Direct and Overlapping Governmental Obligations” shows the presently outstanding amount of governmental obligations (with stated exclusions), the tax or assessment for which is or may become an obligation of one or more of the parcels of Taxable Property. The table also states the additional amount of general obligation bonds the tax for which, if and when issued, may become an obligation of one or more of the parcels of Taxable Property. The table does not specifically identify which of the governmental obligations are secured by liens on one or more of the parcels of Taxable Property.

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the

parcels of Taxable Property and may be secured by a lien on a parity with the lien of the Special Tax securing the Bonds.

In general, as long as the Special Tax is collected on the County tax roll, the Special Tax and all other taxes, assessments and charges also collected on the tax roll are on a parity, that is, are of equal priority. Questions of priority become significant when collection of one or more of the taxes, assessments or charges is sought by some other procedure, such as foreclosure and sale. In the event of proceedings to foreclose for delinquency of Special Taxes securing the Bonds, the Special Tax will be subordinate only to existing prior governmental liens, if any. Otherwise, in the event of such foreclosure proceedings, the Special Taxes will generally be on a parity with the other taxes, assessments and charges, and will share the proceeds of such foreclosure proceedings on a pro rata basis. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of Taxable Property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See “– Bankruptcy and Foreclosure Delays” below.

Exempt Properties

Certain properties are exempt from the Special Tax in accordance with the Special Tax Formula and the Act, which provides that properties or entities of the state, federal or local government are exempt from the Special Tax; provided, however, that property within the District acquired by a public entity through a negotiated transaction or by gift or devise, which is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax. See “SECURITY FOR THE BONDS – Special Tax Formula.”

In addition, although the Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment, the constitutionality and operation of these provisions of the Act have not been tested, meaning that such property could become exempt from the Special Tax. The Act further provides that no other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax.

FDIC/Federal Government Interests in Properties

General. The ability of the City to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the “**FDIC**”), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: “This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding.”

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("**FNMA**") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

The City has not undertaken to determine whether any federal governmental entity currently has, or is likely to acquire, any interest (including a mortgage interest) in any of the parcels subject to the Special Taxes, and therefore expresses no view concerning the likelihood that the risks described above will materialize while the Bonds are outstanding.

FDIC. In the event that any financial institution making any loan which is secured by real property within the District is taken over by the FDIC, and prior thereto or thereafter the loan or loans go into default, resulting in ownership of the property by the FDIC, then the ability of the District to collect interest and penalties specified by State law and to foreclose the lien of delinquent unpaid Special Taxes may be limited.

The FDIC's policy statement regarding the payment of state and local real property taxes (the "**Policy Statement**") provides that property owned by the FDIC is subject to state and local real property taxes only if those taxes are assessed according to the property's value, and that the FDIC is immune from real property taxes assessed on any basis other than property value. According to the Policy Statement, the FDIC will pay its property tax obligations when they become due and payable and will pay claims for delinquent property taxes as promptly as is consistent with sound business practice and the orderly administration of the institution's affairs, unless abandonment of the FDIC's interest in the property is appropriate. The FDIC will pay claims for interest on delinquent property taxes owed at the rate provided under state law, to the extent the interest payment obligation is secured by a valid lien. The FDIC will not pay any amounts in the nature of fines or penalties and will not pay nor recognize liens for such amounts. If any property taxes (including interest) on FDIC-owned property are secured by a valid lien (in effect before the property became owned by the FDIC), the FDIC will pay those claims. The Policy Statement further provides that no property of the FDIC is subject to levy, attachment, garnishment, foreclosure or sale without the FDIC's consent. In addition, the FDIC will not permit a lien or security interest held by the FDIC to be eliminated by foreclosure without the FDIC's consent.

The Policy Statement states that the FDIC generally will not pay non-ad valorem taxes, including special assessments, on property in which it has a fee interest unless the amount of tax is fixed at the time that the FDIC acquires its fee interest in the property, nor will it recognize the validity of any lien to the extent it purports to secure the payment of any such amounts. Special taxes imposed under the Mello-Roos Act and a special tax formula which determines the special tax due each year are specifically identified in the Policy Statement as being imposed each year and therefore covered by the FDIC's federal immunity. The Ninth Circuit issued a ruling on August 28, 2001, in

which it determined that the FDIC, as a federal agency, is exempt from special taxes levied under the Act.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency in the payment of Special Taxes on a parcel within the District in which the FDIC has or obtains an interest, although prohibiting the lien of the Special Taxes to be foreclosed out at a judicial foreclosure sale could reduce or eliminate the number of persons willing to purchase a parcel at a foreclosure sale. Such an outcome could cause a draw on the Reserve Fund and perhaps, ultimately, if enough property were to become owned by the FDIC, a default in payment on the Bonds.

Depletion of Reserve Fund

The Reserve Fund is to be maintained at an amount equal to the Reserve Requirement for the Bonds. See "SECURITY FOR THE BONDS –Reserve Fund." The Reserve Fund will be used to pay principal of and interest on the Bonds (and the Prior Bonds and any Additional Bonds, the principal of and interest on which is payable from amounts in the Reserve Fund) if insufficient funds are available from the proceeds of the levy and collection of the Special Tax against property within the District. If the Reserve Fund is depleted, it can be replenished from the proceeds of the levy and collection of the Special Taxes that exceed the amounts to be paid to the owners of the Bonds (and the Prior Bonds and any Additional Bonds, the principal of and interest on which is payable from amounts in the Reserve Fund) under the Fiscal Agent Agreement. However, because the Special Tax levy is limited to the annual Maximum Annual Special Tax rates, it is possible that no replenishment would be achieved if the Special Tax proceeds, together with other available funds, remain insufficient to pay all such amounts. Thus it is possible that the Reserve Fund will be depleted and not be replenished by the levy and collection of the Special Taxes.

Disclosure to Future Purchasers

The City has recorded a notice of the Special Tax lien in the Office of the County Recorder. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such special tax obligation in the purchase of a parcel of land or a home in the District or the lending of money secured by property in the District. The Act and the Goals and Policies require the subdivider of a subdivision (or its agent or representative) to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with these requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

No Acceleration Provisions

The Bonds do not contain a provision allowing for their acceleration in the event of a payment default or other default under the terms of the Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a Bondholder is given the right for the equal benefit and protection of all Bondowners similarly situated to pursue certain remedies. So long as the Bonds are in book-entry form, DTC will be the sole Bondholder and will be entitled to exercise all rights and remedies of Bond holders.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the District. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIC and XIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the “Supermajority Vote to Pass New Taxes and Fees Act”. Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as “fees.” Proposition 26 amended Articles XIII A and XIIC of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes (“special taxes”) require a two-thirds vote.

The Special Taxes and the issuance of special tax bonds of the District were each authorized by not less than a two-thirds vote of the landowners within the District who constituted the qualified electors at the time of such voted authorization. The District believes, therefore, that issuance of the Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the District can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Loss of Tax Exemption

As discussed under the caption “LEGAL MATTERS – Tax Matters,” interest on the Bonds might become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued as a result of future acts or omissions of the City in violation of its covenants in the Fiscal Agent Agreement. The Fiscal Agent Agreement does not contain a special redemption feature triggered by the occurrence of an event of taxability. As a result, if interest on the Bonds were to become includable in gross income for purposes of federal income taxation, the Bonds would continue to remain outstanding until maturity unless earlier redeemed pursuant to optional or mandatory redemption or redemption upon prepayment of the Special Taxes. See “THE Bonds – Redemption.”

Secondary Market for Bonds

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that any Bonds can be sold for any particular price. Prices of bond issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

No assurance can be given that the market price for the Bonds will not be affected by the introduction or enactment of any future legislation (including without limitation amendments to the Internal Revenue Code), or changes in interpretation of the Internal Revenue Code, or any action of the Internal Revenue Service, including but not limited to the publication of proposed or final regulations, the issuance of rulings, the selection of the Bonds for audit examination, or the course or result of any Internal Revenue Service audit or examination of the Bonds or obligations that present similar tax issues as the Bonds.

Pandemic Diseases

In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. While adverse consequences from the spread of COVID-19 have reduced since its outbreak, other pandemic diseases arising in the future could have significant adverse health and financial impacts throughout the world, leading to loss of jobs and personal financial hardships, and/or actions by federal, State and local governmental authorities to contain or mitigate the effects of an outbreak.

Taxpayer assistance measures may include deferral of due dates of property taxes, which was an assistance program during the COVID-19 pandemic, and with or without a deferral some taxpayers may be unable to make their property and Special Tax payments. No assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Special Taxes. In addition, home values may be affected by a reduction in demand stemming from personal finances, or general widespread economic circumstances resulting from pandemic diseases.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City’s efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City or the District, or the administration of the Bonds. The City is also reliant on other entities and service providers in

connection with the administration of the Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes, the fiscal agent, and the dissemination agent. No assurance can be given that the City, the District and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Potential Early Redemption of Bonds from Prepayments

Property owners within the District are permitted to prepay a portion of their Special Tax obligation at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such prepayments will result in a redemption of the Bonds on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIII A of the California Constitution, commonly known as “**Proposition 13**,” provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIII A limits the maximum *ad valorem* tax on real property to 1% of “full cash value,” which is defined as the County Assessor’s valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIII A exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIII A requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIII A of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within the District.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIII B of the State Constitution. Article XIII B prohibits government agencies and the State from spending “appropriations subject to limitation” in excess of the appropriations limits imposed. “Appropriations subject to limitation” are authorizations to spend “proceeds of taxes,” which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not “proceeds of taxes” such as debt

service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the District by not later than nine months after the end of the City's fiscal year (presently June 30) in each year (the "**Annual Report**") commencing with its report for the 2022-23 fiscal year (due April 1, 2024) and to provide notices of the occurrence of certain enumerated events.

The Annual Report and notices of material events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events by the City is summarized in "APPENDIX D – FORM OF CONTINUING DISCLOSURE UNDERTAKING."

The City believes it currently is in material compliance with all of its continuing disclosure undertakings for the last five years. Notwithstanding the foregoing, in the last five years:

(1) The Annual Report for Fiscal Year 2019-20 for one series of the City's outstanding bonds did not initially fulfill all content requirements; a remedial filing was done approximately 3 months later.

(2) The City has not in a timely manner filed all significant event notices of changes in the ratings of certain then-outstanding obligations resulting from changes in ratings to the bond insurers who insured such obligations or the underlying rates for such obligations. However, the City has submitted all undisclosed significant event notices of changes in ratings occurring during the last five years on all currently outstanding obligations.

The City believes it has made corrective filings to address the know instances during the last five years of past delayed or failure to file annual reports, omissions of required information and/or rating changes to be filed under its prior continuing disclosure undertakings.

UNDERWRITING

The Bonds were purchased through negotiation by Piper Sandler & Co., as underwriter (the "**Underwriter**"). The Underwriter agreed to purchase the Bonds at a price of \$_____ (which is equal to the par amount of the Bonds, plus/less an original issue premium/discount of \$_____ and less the Underwriter's discount of \$_____). The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

MUNICIPAL ADVISOR

The City has retained Hilltop Securities Inc., Encino, California, as registered municipal advisor (the “**Municipal Advisor**”) in connection with the issuance of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The fees of the Municipal Advisor are contingent upon the sale and delivery of the Bonds.

LEGAL OPINION

The validity of the Bonds and certain other legal matters are subject to the approving opinion of Jones Hall, a Professional Law Corporation, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX C to this Official Statement, and the final opinion will be made available to registered owners of the Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”) relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “original issue discount” for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “original issue premium” for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the

Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the Bonds, the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

RATING[S]

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("**S&P**") is expected to assign the rating of "_____" to the [Insured] Bonds with the understanding that, upon delivery of the [Insured] Bonds, the Policy will be issued by the Insurer. S&P has also assigned a rating of "_____" to the Bonds, without regard to the issuance of the Policy. Such ratings reflect only the view of S&P and an explanation of the significance of such ratings may be obtained from S&P.

There is no assurance that such ratings will continue for any given period of time or that it will not be revised downward or withdrawn entirely by S&P, if in the judgment of S&P, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. The City and the Authority assume no obligation to attempt to maintain any ratings on the Bonds.

NO LITIGATION

At the time of delivery of and payment for the Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any of said documents.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council on behalf of the District.

CITY OF ROSEVILLE

By: _____
Assistant City Manager/
Chief Financial Officer

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B

THE CITY OF ROSEVILLE AND PLACER COUNTY

The District is located in the City of Roseville (the “City”), which is located in southwestern Placer County (the “County”), California (the “State”). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The Bonds are not a debt or obligation of the County or State, but are a special limited obligation of the City secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement, all as described in more detail in this Official Statement.

General

The City is located in the County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 2022 was approximately 151,034.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the “Fountains at Roseville,” a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golf and Sun Splash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected by district for staggered four-year terms.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

Population

The following table sets forth population estimates for the City, County and State for the past five years.

POPULATION ESTIMATES
City, County and State
Calendar Years 2018 through 2022, as of January 1

<u>Year</u>	<u>City of Roseville</u>	<u>Placer County</u>	<u>State of California</u>
2018	137,983	389,387	39,586,646
2019	141,299	395,978	39,695,376
2020	147,245	404,739	39,538,223
2021	148,794	407,517	39,303,157
2022	151,034	409,025	39,185,605

Source: California State Department of Finance.

Effective Buying Income

Effective buying income (“**EBI**”) is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the City, the County, the State and the United States.

EFFECTIVE BUYING INCOME (EBI) City, County, State and United States As of January 1, 2019 through 2023

Year	Area	Total Effective Buying Income (000’s Omitted)	Median Household Effective Buying Income
2019	City of Roseville	\$4,981,208	\$75,784
	Placer County	14,736,480	74,797
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2020	City of Roseville	\$4,834,974	\$72,395
	Placer County	14,333,583	72,431
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303
2021	City of Roseville	\$4,126,395	\$66,668
	Placer County	12,122,101	65,269
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2022	City of Roseville	\$6,165,433	\$87,539
	Placer County	18,491,490	88,051
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Roseville	\$6,996,310	\$92,853
	Placer County	19,349,979	91,862
	California	1,461,799,662	77,175
	United States	11,454,846,397	65,326

Source: Claritas, LLC.

Employment and Industry

The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 3.3 percent in December 2022, down from a revised 3.7 percent in November 2022, and below the year-ago estimate of 4.3 percent. This compares with an unadjusted unemployment rate of 3.7 percent for California and 3.3 percent for the nation during the same period. The unemployment rate was 2.8 percent in El Dorado County, 2.5 percent in Placer County, 3.5 percent in Sacramento County, and 3.6 percent in Yolo County.

The following table summarizes the civilian labor force, employment and unemployment, as well as employment by industry, in the Sacramento--Arden-Arcade--Roseville MSA for the years 2017 through 2021.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
Sacramento Arden Arcade Roseville Metropolitan Statistical Area
(El Dorado, Placer, Sacramento, and Yolo Counties)
Civilian Labor Force, Employment and Unemployment
Annual Averages

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
<u>Civilian Labor Force</u> ⁽¹⁾	1,074,000	1,088,300	1,100,800	1,091,700	1,099,300
Employment	1,024,800	1,046,900	1,060,300	994,000	1,028,800
Unemployment	49,200	41,500	40,500	97,700	70,500
Unemployment Rate	4.6%	3.8%	3.7%	9.0%	6.4%
<u>Wage and Salary Employment</u> ⁽²⁾					
Agriculture	9,800	9,100	8,700	8,300	9,000
Mining and Logging	400	500	500	600	700
Construction	58,700	64,500	69,400	70,200	74,100
Manufacturing	35,700	36,000	36,800	36,100	37,500
Wholesale Trade	26,500	28,400	28,600	26,500	26,400
Retail Trade	101,400	102,000	100,500	95,200	101,100
Transportation, Warehousing and Utilities	27,400	29,500	32,200	34,300	37,100
Information	12,600	12,400	11,900	10,200	10,000
Finance and Insurance	37,400	36,700	35,200	34,800	34,300
Real Estate and Rental and Leasing	15,200	16,800	17,300	16,900	17,400
Professional and Business Services	132,400	136,000	137,200	132,500	136,700
Educational and Health Services	153,600	159,800	166,600	164,000	168,400
Leisure and Hospitality	103,300	106,200	109,600	83,900	92,800
Other Services	33,000	34,200	35,400	31,000	32,600
Federal Government	14,200	14,100	14,200	14,800	14,500
State Government	118,400	120,400	121,900	121,700	126,800
Local Government	102,600	103,500	105,300	98,900	98,000
Total, All Industries ⁽³⁾	982,500	1,009,900	1,031,300	979,700	1,017,200

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department

Major Employers

The following table lists the major employers within the County, in alphabetical order.

MAJOR EMPLOYERS Placer County (In Alphabetical Order) March 2023

<u>Employer</u>	<u>Location</u>	<u>Industry</u>
Backyard Bar & BBQ	Truckee	Restaurants
City of Roseville	Roseville	Government Offices-City/Village & Twp
City of Roseville California	Roseville	Government Offices-City/Village & Twp
Costco Wholesale	Roseville	Wholesale Clubs
Golfland Sunsplash Roseville	Roseville	Golf Courses-Miniature
Kaiser Permanente Roseville MD	Roseville	Hospitals
Northstar California	Truckee	Resorts
Oracle	Rocklin	Computer Software-Manufacturers
Palisades Tahoe-Alpine Meadows	Alpine Meadows	Resorts
Placer County Fire Dept	Auburn	Fire Departments
Placer County Food Stamps	Auburn	County Government-Social/Human Resources
Placer County Sheriff	Auburn	Government Offices-County
Placer County Sheriff Dept	Tahoe City	Government Offices-County
PRIDE Industries	Roseville	Employment Agencies & Opportunities
Resort At Squaw Creek A	Alpine Meadows	Hotels & Motels
Roseville Toyota	Roseville	Automobile Dealers-New Cars
Sheriff's Training	Auburn	Government Offices-County
Sierra Joint Cmnty Clg Dist	Rocklin	School Districts
Stagg Howard A Pro Corp	Roseville	Attorneys
Sutter Auburn Faith Hospital	Auburn	Hospitals
Sutter Roseville Med Ctr Fndtn	Roseville	Hospitals
TASQ Technology	Roseville	Importers (whls)
Thunder Valley Casino	Lincoln	Casinos
Union Pacific Railroad Co	Roseville	Railroads
Walmart Supercenter	Roseville	Department Stores

Source: State of California Employment Development Department, extracted from the America's Labor Market Information System (ALMIS) Employer Database, 2023 1st Edition.

Principal Employers

The following table shows the principal employers in the City, as shown in the City's Comprehensive Annual Financial Report for fiscal year ending June 30, 2021.

PRINCIPAL EMPLOYERS City of Roseville As of June 30, 2021

<u>Employer</u>	<u>Number of Employees</u>
The Permanente Medical Group & Foundation Group	5,200
Hewlett Packard	100
Sutter Roseville Medical Group	2,202
Union Pacific Railroad Company	1,150
Roseville City School District	1,133
Roseville Joint Union High School	1,005
City of Roseville	1,896
PRIDE Industries	1,062
Adventists Health	1,320
Top Golf	450
Total – Top Ten	<u>15,518</u>
Total City-Wide Employment	92,281

Source: City of Roseville Comprehensive Annual Financial Report for Fiscal Year 2020-21.

Construction Permits

The following table shows valuations of residential and non-residential building permits issued for calendar years 2017 through 2021. Annual figures are not yet available for 2022.

BUILDING PERMIT VALUATION City of Roseville (Valuation in Thousands of Dollars)

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
<u>Permit Valuation</u>					
New Single-family	\$322,386.5	\$220,813.8	\$265,615.3	\$322,748.5	\$467,676.3
New Multi-family	51,882.2	0.0	6,855.8	46,469.0	0.0
Res. Alterations/Additions	<u>7,283.3</u>	<u>8,598.7</u>	<u>16,133.8</u>	<u>5,126.3</u>	<u>39,648.3</u>
Total Residential	\$381,552.0	\$229,412.5	288,604.9	\$374,343.8	\$507,324.6
 New Commercial	 \$81,544.8	 \$21,072.5	 \$24,136.7	 \$23,230.8	 \$16,627.7
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	8,356.1	11,541.4	9,358.1	12,610.6	12,351.9
Com. Alterations/Additions	<u>51,836.3</u>	<u>38,098.5</u>	<u>46,155.6</u>	<u>24,553.9</u>	<u>29,192.0</u>
Total Nonresidential	\$141,737.2	\$70,712.4	\$79,650.40	\$60,395.3	\$58,171.6
 <u>New Dwelling Units</u>					
Single-Family	1,201	806	1,001	1,226	1,860
Multiple Family	<u>486</u>	<u>0</u>	<u>65</u>	<u>372</u>	<u>0</u>
Total New Dwelling Units	1,687	806	1,066	1,598	1,860

Source: Construction Industry Research Board, Building Permit Summary.

The County's 2021-22 assessment roll totaled \$89,326,713,518 as compared to the prior year's assessment roll of \$84,363,765,321, which reflected a 5.88% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

The following table shows residential and non-residential building permits issued within the County for calendar years 2017 through 2021. Annual figures are not yet available for 2018.

BUILDING PERMIT VALUATION
County of Placer
(Valuation in Thousands of Dollars)

	2017	2018	2019	2020	2021
<u>Permit Valuation</u>					
New Single-family	\$771,800.5	\$696,737.4	\$693,647.7	\$827,822.1	\$1,323,114.6
New Multi-family	92,565.5	23,384.7	7,896.7	72,442.8	11,183.1
Res. Alterations/Additions	<u>89,429.2</u>	<u>99,341.6</u>	<u>86,964.2</u>	<u>52,440.8</u>	<u>107,613.1</u>
Total Residential	\$953,795.2	\$819,463.7	\$788,508.6	\$952,705.7	\$1,441,910.8
 New Commercial	 \$138,544.8	 \$90,424.4	 \$73,609.7	 \$58,855.0	 \$52,238.1
New Industrial	0.0	7,956.4	268.7	25.0	1,155.5
New Other	57,356.4	68,208.3	110,951.1	76,576.0	73,032.7
Com. Alterations/Additions	<u>94,058.6</u>	<u>84,271.0</u>	<u>78,159.7</u>	<u>49,149.7</u>	<u>58,371.2</u>
Total Nonresidential	\$289,959.8	\$250,860.1	\$262,989.2	\$184,605.7	\$184,797.5
 <u>New Dwelling Units</u>					
Single-Family	2,500	1,963	2,080	2,552	4,176
Multiple Family	<u>782</u>	<u>19</u>	<u>71</u>	<u>540</u>	<u>66</u>
Total New Dwelling Units	3,282	1,982	2,151	3,092	4,242

Source: Construction Industry Research Board, Building Permit Summary.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

The total taxable sales during first three quarters of calendar year 2022 in the City were reported to be \$4,383,732,148, a 7.22% increase from the total taxable sales of \$4,088,517,403 reported during the first three quarters of calendar year 2021.

CITY OF ROSEVILLE
Taxable Transactions
Calendar Years 2017 through 2021
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2017	3,715	\$3,915,184	5,257	\$4,642,069
2018	3,705	4,048,870	5,393	4,767,160
2019	3,748	4,021,058	5,578	4,889,702
2020	3,912	3,692,180	5,968	4,425,817
2021	3,623	4,798,530	5,602	5,613,856

Source: State Department of Tax and Fee Administration

The total taxable sales during the first three quarters of calendar year 2022 in the County were reported to be \$9,993,613,382, an 7.58% increase over the total taxable sales of \$9,289,378,568 reported during the first three quarters of calendar year 2021.

PLACER COUNTY
Taxable Transactions
Calendar Years 2017 through 2021
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2017	8,713	\$7,194,952	13,365	\$9,428,862
2018	8,717	7,724,326	13,794	9,909,906
2019	8,771	7,943,537	14,193	10,341,805
2020	9,165	7,931,068	15,141	10,319,123
2021	8,130	9,627,064	13,720	12,617,739

Source: State Department of Tax and Fee Administration.

Transportation

The County's transportation network is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the County, connecting San Francisco to New York. Highway 65 runs north from I-80 to Lincoln and Marysville. Interstate 5, which is west of the County, runs north to Seattle and south to Los Angeles. In the City, the major highways in the area are Interstate 80 and Interstate 5, and State Highways 65, 50, and 99.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in Roseville, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport is serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the County, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

[Closing Date]

OPINION: \$_____ City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2023 _____

4. Pursuant to the Act, the Fiscal Agent Agreement establishes a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. The opinions set forth in the preceding sentences are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

\$ _____
CITY OF ROSEVILLE
LONGMEADOW PARKSIDE COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2023

THIS CONTINUING DISCLOSURE CERTIFICATE (this “Disclosure Certificate”) is executed and delivered by the CITY OF ROSEVILLE (the “City”) in connection with the issuance of the bonds captioned above (the “Bonds”). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of June 1, 2023 (the “Fiscal Agent Agreement”), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “Fiscal Agent”). The City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“*Annual Report Date*” means each April 1 following the City’s fiscal year end.

“*Dissemination Agent*” means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“*Listed Events*” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“*MSRB*” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

“*Official Statement*” means the final official statement dated _____, 2023, executed by the City in connection with the issuance of the Bonds.

“*Participating Underwriter*” means Piper Sandler & Co., the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a)The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2024, with the report for the 2022-23 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b)If the City does not provide, or cause the Dissemination Agent to provide, an Annual Report by the Annual Report Date as required in subsection (a) above, the Dissemination Agent shall provide to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c)The Dissemination Agent shall:

(i)determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii)if the Dissemination Agent is other than the City, file a report with the City and the Participating Underwriter certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following documents and information:

(a)Audited Financial Statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. This submission should be made with the following caveat:

THE CITY'S ANNUAL FINANCIAL STATEMENT IS PROVIDED SOLELY TO COMPLY WITH THE SECURITIES EXCHANGE COMMISSION STAFF'S INTERPRETATION OF RULE 15C2-12. NO FUNDS OR ASSETS OF THE CITY (OTHER THAN THE PROCEEDS OF THE SPECIAL TAXES LEVIED FOR THE DISTRICT AND SECURING THE BONDS) ARE REQUIRED TO BE USED TO PAY DEBT SERVICE ON THE BONDS AND THE CITY IS NOT OBLIGATED TO ADVANCE AVAILABLE

FUNDS FROM THE CITY TREASURY TO COVER ANY DELINQUENCIES. INVESTORS SHOULD NOT RELY ON THE FINANCIAL CONDITION OF THE CITY IN EVALUATING WHETHER TO BUY, HOLD OR SELL THE BONDS.

(b) The following additional items, indicating information as of the previous September 30th, with respect to the Bonds:

- (1) Principal amount of Bonds outstanding under the Fiscal Agent Agreement.
- [(2) Balance in Reserve Fund.]
- (3) Table indicating Special Tax levy, amount collected, delinquent amount and percent delinquent for the most recent year.
- (4) Status of foreclosure proceedings and summary of results of foreclosure sales, if available.
- (5) Identity of any delinquent taxpayer representing more than 5% of levy and value-to-lien ratios of applicable properties (using assessed values unless more accurate information is available).

(e) In addition to any of the information expressly required to be provided under paragraphs (a) and (b) of this Section, the City shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Listed Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City.
- (13) The consummation of a merger, consolidation, or acquisition involving the City, or the sale of all or substantially all of the assets of the City (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional Fiscal Agent or the change of name of the Fiscal Agent, if material.
- (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for the definition of “financial obligation,” see clause (e)).
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for the definition of “financial obligation,” see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Indenture.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier “if material” and that subparagraph (a)(6) also contains the qualifier “material” with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event’s occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent will be Willdan Financial Services.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of the Fiscal Agent or nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is

made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Fiscal Agent, the Bond owners or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF ROSEVILLE, for and on behalf of City of
Roseville Longmeadow Parkside Community
Facilities District No. 1 (Public Facilities)

By: _____
Name:
Title:

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent

By: _____
Name:
Title:

APPENDIX E

SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

APPENDIX F

THE BOOK-ENTRY SYSTEM

The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds (herein, the “Securities”) to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the “Issuer”) nor the fiscal agent appointed with respect to the Securities (the “Agent”) takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, Direct Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, Direct Participants or Indirect Participants will act in the manner described in this Appendix. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company (“DTC”) will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is

a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.



COUNCIL COMMUNICATION

CC #: 2712
File #: 0202-01

Title: Financial Policies for Fiscal Year 2023-24
Contact: Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 8.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution adopting the City of Roseville Financial Policies effective July 1, 2023, including a new Internal Control Policy and Procurement Code of Ethics Policy, as well as incorporating the Roseville Electric Utility and Environmental Utilities financial policies.

BACKGROUND

The purpose of the City's financial policies is to determine appropriate and responsible financial guidelines for staff to follow when developing the budget, making recommendations and fulfilling their role as fiscal stewards of public funds. As new policies are developed and approved by Council, they will be added to this document. Each year the policies will be reviewed by staff, updated where recommended and submitted to Council for approval. A brief summary of the current policies is provided below:

Investment Policy

The purpose of the Investment Policy is to establish cash management and investment guidelines for the Assistant City Manager/Chief Financial Officer, who is responsible for the stewardship of the City of Roseville's investment program. Each transaction and the entire portfolio must comply with California Government Code Sections 53600 and 53635 et seq. and the Investment Policy. The Investment Policy conforms to the customary standards of prudent investment management and any changes to the policy must be adopted by the Council. The Investment Policy has been certified by the California Municipal Treasurers Association through their Investment Policy Certification Program. **The recommended update to the Investment Policy incorporates a provision of Senate Bill 1489, the Local Government Omnibus Act, which clarifies that a public agency investment's term or remaining maturity is to be measured from the purchase settlement date to final maturity.**

Debt Management Policy and Swap Policy

The purpose of the Debt Management Policy and Swap Policy is to provide guidelines for the issuance of bonds and other forms of indebtedness to finance necessary land acquisitions, capital construction, equipment, and other items for the City. **There are no proposed changes to the**

existing policy.

Budget Development Policy

The purpose of the Budget Development Policy is to establish guidelines for developing the annual operating and capital budget. The policy maintains a citywide focus during the budget development process consistent with the General Principles of Governance adopted by the City Council. The policy includes guidelines for general revenues, a balanced budget and public involvement. **There are no proposed changes to the existing policy.**

General Fund Reserves Policy

The purpose of the General Fund Reserves Policy is to establish a targeted level of General Fund operating reserves, a basic component of a financially strong city. The policy maintains an amount equal to 10% of annual General Fund budgeted operating costs as the minimum level of funding in the City's General Fund Emergency Reserve and 15% of annual General Fund budgeted operating costs as the target level of funding for the City's new General Fund Stabilization Reserve Fund. Appropriation from the Emergency Reserve and Stabilization Reserve Funds require approval of at least four City Council members. The policy also includes the Litigation Reserve Fund which was established to address legal matters that require proactive handling and funding. **There are no proposed changes to the existing policy.**

Development Services Stabilization Reserve Fund Policy The purpose of the Development Services Stabilization Reserve (DSSR) Fund (Fund #1013) Policy is to maintain resources in a reserve that the City Council may draw from to maintain adequate staffing in order to continue delivering development services during an economic downturn. The City will use the DSSR to bridge gaps between projected and actual development revenues during periods of significant revenue decline. The reserve will be funded by fee revenue collected by Development Services in years when actual revenue exceeds budget estimates. The fee revenue used to fund the reserve will be General Fund fee revenue which is often collected in one fiscal year and expended over more than one fiscal year (e.g. for building inspections); no nexus-based development impact fee revenue will be used to fund the reserve. The DSSR target goal is equivalent to six months of estimated Development Services Department Building, Planning and Engineering General Fund revenues (approximately \$2.5 million). **The recommended update to the Development Services Stabilization Reserve Fund Policy improves clarity about the calculation of the reserve and adds a requirement for City Council approval of any appropriations from the reserve.**

Federal Stimulus Reserve Fund Policy

The purpose of this Federal Stimulus Reserve Fund Policy is to establish a temporary Federal Stimulus Reserve Fund with the City's allocation of the federal stimulus (2021 Coronavirus State and Local Fiscal Recovery Funds) until one-time expenditures or transfers to other City funds are approved and the funds are expended. **There are no proposed changes to the existing policy.**

Internal Service Funds - Operating and Replacement Reserves Policy

The purpose of the Internal Service Funds - Operating and Replacement Reserves Policy is to establish (1) operating reserves to provide for continuity of service in the event of unanticipated changes to revenues or expenditures, particularly within a single fiscal year when charges for service on client operating departments already have been fixed through the adopted budget, and (2) replacement reserves to provide funding for capital improvement, rehabilitation, and replacement of capital assets, whose costs yield a burdensome or unaffordable peak in expenditure if assessed on client operating departments as they occur. **There are no proposed**

changes to the existing policy.

Capital Improvement Program Rehabilitation Funding Policy

The purpose of the Capital Improvement Program Rehabilitation Funding Policy is to address funding for the City's General Fund infrastructure rehabilitation and replacement. **There are no proposed changes to the existing policy.**

Pension Funding Policy

The Pension Funding Policy documents the method the City will use to determine its actuarially determined contributions to fund the long-term cost of pension benefits. The policy also provides guidance in making annual budget decisions; demonstrates prudent financial management practices; reassures bond rating agencies; and shows employees and the public how pensions will be funded. **There are no proposed changes to the existing policy.**

Other Post-Employment Benefits (OPEB) Funding Policy

The purpose of the Other Post-Employment Benefits (OPEB) Funding Policy is to accumulate sufficient assets to fully finance the retiree healthcare benefits that retired employees receive throughout retirement. **There are no proposed changes to the existing policy.**

Workers' Compensation and General Liability Funding Policy

The purpose of the Workers' Compensation and General Liability Funding Policy is to provide adequate financial resources to fund the City's Workers' Compensation and General Liability Programs and establish and maintain adequate reserves in the Workers' Compensation and General Liability Internal Service Funds. **There are no proposed changes to the existing policy.**

Request for Proposals (RFP) Policy

The purpose of the Request for Proposals (RFP) Policy is to provide a uniform process for the issuance, evaluation, and selection of competitive proposals for services and/or customized goods. **There are no proposed changes to the existing policy.**

Internal Control Policy

The purpose of the Internal Control Policy is to document the internal control framework adopted by the City and formalize certain policies and procedures to further the goal of fiscal responsibility through effective and comprehensive internal controls.

Procurement Code of Ethics Policy

The purpose of the Procurement Code of Ethics Policy is to provide a well-defined and established code of ethics for City employees, including public procurement professionals, who interact with the public and represent the City in any way in relation to all procurement activities and to ensure integrity in the procurement and contracting process.

Roseville Electric Utility Financial Policy

The purpose of Roseville Electric Utility's financial policies is to provide management guidance to maintain a fiscally sound utility. Roseville Electric Utility uses financial ratios from these policies to analyze performance trends and compare financial results to other utilities. These ratios and benchmarks are also used by credit rating agencies, investors, and bond insurers to measure credit worthiness.

Environmental Utilities Financial Management Policy

The purpose of this Financial Management Policy is to give each utility a set of guidelines with

which it can successfully and prudently manage its finances. The Policy affirms the currently used rehabilitation and enterprise fund guidelines, clarifies and adjusts targets for cash flows available for debt service and operating costs, and establishes targets for sizing reserves.

Other Policies

In addition to the policies recommended for adoption, staff is developing new financial policies in the areas of accounting and purchasing. Staff is also working to update other existing policies including the City of Roseville Goals and Policies Concerning the Use of Mello-Roos Community Facilities Act of 1982. Staff will bring forward new and updated policies for Council consideration individually or in annual updates of this Financial Policies document.

FISCAL IMPACT

Approval of the policies has no fiscal impact. However, implementation of the policies is expected to improve the fiscal position and financial health of the City. The Fiscal Year 2023-24 Proposed Budget is being developed based on these recommended financial policies.

ENVIRONMENTAL REVIEW

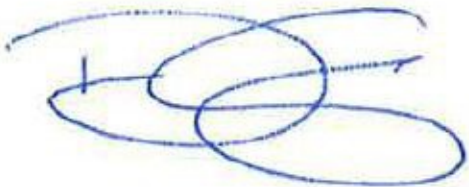
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-176

Financial Policies effective July 1, 2023 - clean

Financial Policies effective July 1, 2023 - redline

RESOLUTION NO. 23-176

ADOPTING THE CITY OF ROSEVILLE FINANCIAL POLICIES,
EFFECTIVE JULY 1, 2023

WHEREAS, the City of Roseville Financial Policies, effective July 1, 2023, have been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the City of Roseville Financial Policies, effective July 1, 2023 are hereby adopted.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

City of Roseville Financial Policies



Effective July 1, 2023

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City of Roseville Investment Policy

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I. INTRODUCTION

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities.

The investment policies and practices of the City of Roseville (City) are based on state law and prudent money management. All funds will be invested in accordance with this investment policy and Article 2 of Chapter 4 of the California Government Code. This policy is in compliance with the provisions of the California Government Code, Sections 53600 through 53659, and the authority governing investments for municipal governments.

II. SCOPE

The investment policy applies to all financial assets of the City as accounted for in the Comprehensive Annual Financial Report (CAFR). Policy statements outlined in this document focus on the City's pooled funds, but will also apply to all other funds under the City's Assistant City Manager/Chief Financial Officer's span of control unless specifically exempted by statute or ordinance.

Proceeds of debt issuance shall be invested in accordance with the permitted investment provisions of their specific bond indentures. If, in the opinion of the City's Assistant City Manager/Chief Financial Officer, matching the segregated investment portfolio of the bond reserve fund with the maturity schedule of an individual bond issue is prudent given current economic analysis, the investment policy authorizes beyond the five year maturity limitation as outlined in this document. The intent to invest in securities with longer maturities shall be disclosed in the permitted investment language authorized by the City Council in an indenture of trust.

The policy does not cover funds held by the Public Employees Retirement System nor funds of the Deferred Compensation program or the Other Post Employment Benefit Trust.

III. PRUDENCE

The standard of care to be used by investment officials shall be the "prudent investor" standard and shall be applied in the context of managing an overall portfolio. The "prudent investor" standard states that:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

IV. OBJECTIVES

The primary objectives, in priority order, of the investment activities of the City shall be:

A. Safety

Safety of principal is the foremost objective of the investment program. City investments shall be undertaken in a manner that seeks to ensure preservation of Capital in the portfolio. To further achieve the safety objective, the amount invested in all investment categories is limited to a percentage of the portfolio as defined in the section "VIII. PERMITTED INVESTMENT INSTRUMENTS".

B. Liquidity

The investment portfolio of the City will remain sufficiently liquid to enable the City to meet its cash flow requirements.

C. Return on Investment

The investment portfolio of the City shall be designed with the objective of attaining a market rate of return on its investments consistent with the constraints imposed by its safety objective and cash flow considerations.

V. DELEGATION OF AUTHORITY

The City Council hereby delegates management responsibility of the investment program to the Assistant City Manager/Chief Financial Officer. The Assistant City Manager/Chief Financial Officer shall be responsible for all transactions undertaken and shall establish

a system of controls to regulate the activities of subordinate officials. The Assistant City Manager/Chief Financial Officer may delegate investment decision making and execution to the Controller in absence of the Assistant City Manager/Chief Financial Officer. No person may engage in an investment transaction except as provided under the limits of this policy unless specifically exempted by statute or ordinance.

VI. ETHICS AND CONFLICT OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions.

VII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Assistant City Manager/Chief Financial Officer and/or his/her designee will maintain a list of approved financial institutions authorized to provide investment services to the City in the State of California. These may include “primary” dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1. A determination should be made to insure that all approved broker/dealer firms, and individuals covering the public agency, are reputable and trustworthy. In addition, the broker/dealer firms should have the ability to meet all of their financial obligations in dealing with the Public Agency. The firms, and individuals covering the agency, should be knowledgeable and experienced in Public Agency investing and the investment products involved. No public deposit shall be made except in a qualified public depository as established by the established state laws. All financial institutions and broker/dealers who desire to conduct investment transactions with the public agency must supply the Assistant City Manager/Chief Financial Officer with a completed broker/dealer questionnaire and certification of having read the City’s investment policy. In addition, broker/dealers must certify annually of having read the City’s investment policy.

VIII. PERMITTED INVESTMENT INSTRUCTIONS

The City shall limit investments in any one non-government issuer, except investment pools, to no more than 5% regardless of security type.

- A. **U.S. Treasury obligations** for which the full faith and credit of the United States are pledged for the payment of principal and interest. Up to 100% of the City’s investment portfolio may be invested in government obligations.
- B. **Federal agency or United States government-sponsored enterprise obligations**, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. This shall include any mortgage pass

through security issued and guaranteed by a Federal Agency with a maximum final maturity of five years. Purchase of Federal Agency issued mortgage-backed securities authorized by this subdivision may not exceed 20% of the City's surplus money; all other investments in Federal Agency securities are unrestricted.

- C. **Obligations of the State of California or any local agency within the state**, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency, provided that the obligations are rated in one of the two highest categories by a nationally recognized statistical-rating organization (NRSRO). Up to 100% of the City's investment portfolio may be invested in California municipal obligations.
- D. **Registered treasury notes or bonds of any of the other 49 states** in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of these states.
- E. **Repurchase Agreements** used solely as short-term investments not to exceed 30 days. Up to 100% of the City's investment portfolio may be invested in repurchase agreements.

The following collateral restrictions will be observed:

1. Only U.S. Treasury securities or Federal Agency securities, as described in section VIII. PERMITTED INVESTMENT INSTRUMENTS, paragraph (A) and (B) will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to the City's custodian bank by book entry, physical delivery, or by a third party custodial agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value, 102% of the funds borrowed against those securities. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a weekly basis and the value of the underlying securities brought back up to 102% no later than the next business day.
2. Market value must be calculated each time there is a substitution of collateral.
3. The City or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to Repurchase Agreement.

4. The City may enter into Repurchase Agreements only with primary dealers of the Federal Reserve Bank of New York.
5. The City will have specific written agreements with each firm with which it enters into Repurchase Agreements.
6. Reverse repurchase agreements will not be allowed.

- F. **Banker's Acceptances**, otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank.

Purchases of Banker's Acceptances may not exceed 180 days maturity or 40% of the City's investment portfolio.

- G. **Commercial paper** of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in section "VIII. PERMITTED INVESTMENT INSTRUMENTS", paragraph (G1) or (G2).

1. The entity meets the following criteria:
 - a. Is organized and operating in the United States as a general corporation.
 - b. Has total assets in excess of five hundred million dollars (\$500,000,000).
 - c. Has debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.
2. The entity meets the following criteria:
 - a. Is organized within the United States as a special purpose corporation, trust, or limited liability company.
 - b. Has program wide credit enhancements including, but not limited to, over collateralizations, letters of credit, or surety bond.
 - c. Has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation.

Purchases of commercial paper may not exceed 40% of the City's investment portfolio.

- H. **Medium-term corporate notes** issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term corporate notes shall be rated in a rating category "A" or its equivalent or better by a nationally recognized rating service.

Purchase of medium-term corporate notes may not exceed 30% of the City's investment portfolio.

- I. **FDIC insured or fully collateralized time certificates of deposit.** Purchases of time certificates of deposit in combination with negotiable certificates of deposit may not exceed 30% of the City's investment portfolio.

- J. **Negotiable certificates of deposit or deposit notes** issued by a nationally or state-chartered bank, a state or federal savings and loan association, a state or federal credit union, or a federally-licensed or state-licensed branch of a foreign bank provided that the senior debt obligations of the issuing institution are rated "A" or better by an NRSRO.

The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the money are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency or any person with investment decision making authority in the administrative office manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposits.

All certificates of deposit must be properly collateralized in accordance with Section 53652 of the California Government Code or fully insured by the Federal Deposit Insurance Corporation (FDIC).

Purchase of time certificates of deposit in combination with negotiable certificates of deposit may not exceed 30% of the City's investment portfolio.

K. **State of California's Local Agency Investment Fund**

The Local Agency Investment Fund (LAIF) portfolio should be reviewed periodically. Investment in LAIF may not exceed the legally authorized limits.

L. **Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission** under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies shall either: (1) have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

The purchase price of shares of beneficial interest purchased shall not include any commission that the companies may charge and shall not exceed 20% of the City's investment portfolio. Further, no more than 10% of the City's investment portfolio may be invested in shares of beneficial interest of any one money market fund.

M. **Shares in a California common law trust** established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California that invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State of California, as it may be amended. Up to 100% of the City's investment portfolio may be invested in this investment type.

N. **Supranationals** are United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA-", its equivalent, or better by an NRSRO.

Purchases of supranationals shall not exceed 30% of the investment portfolio of the City. Supranationals are permitted by California Government Code § 53601 (q) effective January 1, 2015.

- O. **A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-back certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.** Securities eligible for investment under this subdivision shall be rated in a rating category of “AA” or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. No more than 20% of the City's surplus funds may be invested in this type of security.

Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only on the date of purchase. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased. If an investment falls below the minimum purchase rating, the Investment Review Committee will perform a timely review to sell or hold the investment.

P. **Prohibited Investments**

For purposes of this policy, a derivative is defined as any security where the value is linked to or derived from an underlying asset or benchmark. Any security type or structure not specifically approved by this policy is hereby specifically prohibited. The City will not use such derivatives as range notes, dual index notes, inverse floating rate notes, deleveraged notes, or notes linked to lagging indices or to long term indices, nor will the City invest in reverse repurchase agreements or interest-only strips derived from a pool of mortgages. The City will not invest in securities that could result in zero or negative interest accrual if held to maturity, except, in the event of, and for the duration of, a period of negative market interest rates, securities issued by, or backed by, the U.S. Government to preserve principal. This policy does not preclude the use of repurchase agreements and callable securities, as they do not fall within the definition of a derivative as described herein.

Summary of Maximum Percentage Limitations of Investments by Investment Type

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Minimum Credit Quality at Time of Purchase</u>	<u>Maximum Percentage Allowed</u>	<u>Maximum Investment In One Issuer</u>
U.S. Treasury Obligations	5 Years	None	None	None
U.S. Agency Securities	5 Years	None	None	None
Forward Delivery Agreements	N/A	A	None	None
Local Agency Bonds	5 Years	None	None	None
Repurchase Agreements	30 days	None	None	None
Bankers' Acceptances	180 days	None	40%	30%
Commercial Paper	270 days	A-1	40%	10%
Medium-Term Notes	5 Years	A	30%	10%
Collateralized Time Deposits	5 Years	None	30%	None
Negotiable Certificates of Deposit	5 Years	A	30%	None
Local Agency Investment Fund (LAIF)	N/A	None	None	LAIF limit
Insured Saving Accounts	N/A	None	None	None
Money Market Mutual Funds	N/A	None	20%	10%
Shares in a California Common Law Trust	N/A	None	None	None
Interest Rate Swaps	N/A	None	None	None
Supranationals	5 Years	AA-	30%	None
Mortgage Pass-Through Securities	5 Years	AA	20%	None

IX. REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Permitted Investments at the time of purchase. Because some securities may not comply subsequent to the date of purchase, the Assistant City Manager/Chief Financial Officer shall at least annually review the portfolio to identify those securities that do not comply. The Assistant City Manager/Chief Financial Officer shall report major and critical incidences of noncompliance identified through the review of the portfolio.

The Investment Review Committee will meet at least quarterly to discuss the investments in the City's portfolios.

X. INVESTMENT POOLS

A thorough investigation of any investment pool is required prior to investing and should be monitored on an ongoing basis. The following information should be obtained and analyzed.

- A. A description of eligible of investment securities.
- B. A written statement of investment policies and objectives.
- C. A description of interest calculations and their distribution, and the treatment of gains and losses.
- D. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- E. A description of who may invest in the program, how often, and what size of deposits and withdraws are allowed.

XI. COLLATERALIZATION

Collateral for Non-negotiable Certificates of Deposit and Negotiable Certificates of Deposit must comply with California Government Code section 53652. In addition, if the Certificate of Deposit is not FDIC insured, collateral is required equal to 110% of principal.

XII. SAFEKEEPING AND CUSTODY

The City shall take from such financial institution a receipt for securities so deposited. All security transactions, including collateral for repurchase agreements, entered into the City shall be conducted on a delivery-versus-payment (DVP) basis pursuant to the approved custodial safekeeping agreements. The authority of the legislative body to deposit for safekeeping may be delegated by the legislative body to the Assistant City Manager/Chief Financial Officer of the City; the Assistant City Manager/Chief Financial Officer shall not be responsible for securities delivered to and receipted for by a financial institution until they are withdrawn from the financial institution by the Assistant City Manager/Chief Financial Officer.

XIII. DIVERSIFICATION

The City's investment pool will be diversified to avoid incurring unreasonable and avoidable risks. The investments will be diversified by security type, maturities of those investments, and institutions in which those investments are made.

XIV. MAXIMUM MATURITY

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled so as to permit the City to meet all projected obligations while minimizing interest rate risk and maximizing earnings. Unless specified below, the maximum maturity will be no more than five years from purchase settlement date to final maturity date.

City Council has granted permission to invest the following fund accounts where liquidity is not the primary investment objective, in Federal Treasury or Agency securities with maturities up to ten years. The specified fund accounts include:

- The City's Pooled Fund, limited to 25% of the total pool
- Citizens' Benefit Trust
- North Central Wetlands Endowment
- Aquatics Complex Maintenance
- Woodcreek West Endowment

XV. INTERNAL CONTROLS

The Assistant City Manager/Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, fraud or misuse. An analysis by an external independent accounting firm shall be conducted annually to review internal controls, account activity, and compliance with the investment policies.

XVI. PERFORMANCE BENCHMARK

The investment portfolio will be designed to obtain a market rate of return during budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow needs. The Investment Review Committee has elected to use for its performance standard the Constant Maturity Treasury (CMT) Index. For the Pooled Portfolio, the 12 month moving average yield on 3Yr CMT will be used and for Citizens' Benefit Trust portfolio, the 12 month moving average yield on 5Yr CMT will be used. All other City portfolios will follow the 2Yr CMT.

XVII. REPORTING REQUIREMENTS

The Assistant City Manager/Chief Financial Officer shall submit monthly investment reports to the City Manager and make these reports available to the City Council in the Finance Department office. The reports shall include, at a minimum, the following information for each individual investment:

- Description of investment instrument
- Issuer name
- Yield on cost
- Purchase date
- Maturity date
- Book value
- Par value
- Current market value
- Transaction activity
- Interest earnings summary

XVIII. INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted by resolution by the City Council. The policy shall be reviewed annually by the Assistant City Manager/Chief Financial Officer and/or his/her designee and any modifications made thereto must be approved by the City Council.

XIX. GLOSSARY

Agencies - Federal agency and instrumentality securities.

Asked - The price at which securities are offered.

Bid - The price offered by a buyer of securities (when one sells securities, one asks for a bid). See "Offer".

Benchmark - A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Broker-Dealer – a person or a firm who can act as a broker or a dealer depending on the transaction. A broker brings buyers and sellers together for a commission. They do not take a position. A dealer acts as a principal in all transactions, buying and selling for his own account.

Certificate of Deposit (CD) – A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CDs are typically negotiable.

Collateral – Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Custody – Safekeeping services offered by a bank, financial institution or trust company, referred to as the “custodian.” Service normally includes the holding and reporting of the customer’s securities, the collection and disbursement of income, securities settlement and market values.

Delivery Versus Payment –A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or custodian. It ensures that securities are deposited in an eligible financial institution prior to the release of funds. Securities should be held by a third-party custodian as evidenced by safekeeping receipts.

Diversification – Dividing investment funds among a variety of securities offering independent returns.

Federal Agency Obligation – A debt instrument issued by one of the federal agencies. Federal agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Investment Review Committee –The investment review committee consists of the City Manager, Assistant City Manager/Chief Financial Officer and members of the Finance Department.

Liquidity – An investment that can be converted easily and rapidly into cash without a substantial loss of value.

Local Agency Investment Fund (LAIF) – The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Market Value – The price at which a security is trading and could presumably be purchased or sold on a specific date.

Maturity – The date upon which the principal or stated value of an investment becomes due and payable.

Money Market Fund – a type of safe investment comprising a variety of short-term securities with high quality and high liquidity. The fund provides interest to shareholders and must maintain a stable net asset value (NAV) of \$1 per share.

Offer - The price asked by a seller of securities (when one buys securities, one asks for an offer). See “Asked” and “Bid”.

Portfolio – Collection of securities held by an investor.

Principal – the original cost of a security. It represents the amount of capital or money that the investor pays for the investment.

Prudent Investor Standard – An investment standard that all investments should be made with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Rate of Return - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity; on a bond, the current income return.

U.S. Treasury – Government debt issued by the United States Department of the Treasury through the Bureau of the Public Debt. Treasury securities are the debt financing instruments of the United States federal government, and they are often referred to simply as Treasuries. There are four types of marketable treasury securities: Treasury bills, Treasury notes, Treasury bonds, and Treasury Inflation Protected Securities (TIPS). All of the marketable Treasury securities are very liquid and are heavily traded on the secondary market.

Yield - The rate of annual income return on an investment, expressed as a percentage.

Yield-To-Call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

Yield-To-Maturity - The current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity.

City of Roseville

Debt Management Policy

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I. INTRODUCTION

The Finance Department of the City of Roseville (the “City”) has developed this Debt Management Policy (the “Debt Policy”) to provide guidelines for the issuance of bonds and other forms of indebtedness to finance necessary land acquisitions, capital construction, equipment, and other items for the City.

While the issuance of debt is frequently an appropriate method of financing capital projects and major equipment acquisitions, such issuance must be carefully monitored to preserve the City’s credit strength and to provide the necessary flexibility to fund future capital needs.

II. SCOPE

This Debt Policy shall govern, except as otherwise covered by the law, City Charter and City Code, the issuance and management of all debt and lease financings funded in the capital markets. While adherence to the Debt Policy is desired, the City recognizes that changes in the capital markets as well as unforeseen circumstances, may from time to time produce situations that are not covered by the Debt Policy and may require modifications or exceptions to achieve City goals.

The City’s Debt Policy shall be reviewed, and updated if necessary, on an annual basis. The Chief Financial Officer (CFO) with the assistance of the General Accounting staff shall have the responsibility and authority for structuring, implementing and managing the City’s debt and financing program, in accordance with City Council authorizations.

III. OBJECTIVES AND POLICY GOALS

The City has earned some of the highest credit ratings in the nation and as a result receives some of the lowest possible interest rates on its debt. These low interest rates result in a lower overall cost of capital to the City. This Debt Policy will assist the City in determining appropriate uses of debt financing, establish certain debt management goals and assist the City in maintaining its high credit ratings, while assuming a prudent level of financial risk and preserving the City’s flexibility to finance future capital programs and requirements. Additionally, this Debt Policy is intended to set forth criteria for selecting firms to provide certain financial, legal, and other related services that will ensure that a fair and open selection process is used which provides opportunities for all qualified firms, including minority and women owned businesses.

IV. DEBT ISSUANCE

There are three general methods of issuing debt obligations, a competitive sale, negotiated sale and private placement.

A. Types of Bond Sales

1. Competitive Sale

In a competitive sale, security dealers submit bids either in a sealed bid or electronically secure process and the security dealer with the lowest True Interest Cost (TIC) and in compliance with the bid parameters is awarded the bonds.

2. Negotiated Sale

In a negotiated sale, an underwriter or underwriter syndicate is selected through a Request for Qualifications (RFQ) process or a Request for Proposal (RFP) process. The interest rate and underwriter's fee are negotiated prior to the sale, based on market conditions.

3. Private Placement/Bank Direct Purchase (BDP)

A private placement or bank direct purchase is a sale that is structured specifically for one purchaser, such as a mutual fund or a bank. BDPs are usually quicker and less expensive for municipalities than competitive or negotiated bond sales because they impose fewer requirements on the issuer. The interest rate may be a fixed or variable rate, as agreed between the issuer and purchaser. The term of the bonds may range from under 10 years to 15 years or not much longer, as agreed between the issuer and purchaser. The bonds may or may not be tax-exempt bonds for federal income tax purposes. If the CFO, or his/her designee, determines that it is in the best interest of the City from a cost or administrative standpoint, the Finance Department may negotiate financing terms with banks and financial institutions for specific borrowings.

It shall be the policy of the City to ensure the lowest risk and lowest overall interest rate to the City when issuing debt either through a competitive sale, negotiated sale or private placement, where appropriate. The City shall use the following criteria to determine whether a competitive or negotiated sale should be used.

B. Issuer Characteristics

1. Market Familiarity

A frequent issuer of a well-recognized credit such as general obligation bonds can generally sell these bonds through a competitive sale since investors and underwriters are familiar with the quality of the credit. A negotiated sale may be appropriate if extensive pre-marketing to investors is desired or required.

2. Credit Strength

The higher the credit quality of the bonds being issued, the more likely the bonds can be sold using a competitive sale due to the high demand for high quality municipal bonds. High quality credits fare well in competitive sales.

3. Policy Goals

A competitive sale does not provide the City with the flexibility of choosing the underwriter or underwriter syndicate. If the CFO concludes that determining the composition of the underwriter syndicate to achieve certain policy objectives is important, then a negotiated sale will be required. However, if the CFO selects the negotiated sale solely for policy reasons then the specific rationale and criteria for selection should clearly be specified.

C. Financing Characteristics

1. Type of Debt Instrument

The market favors familiar debt instruments such as general obligation bonds backed by the full faith and credit of the City. New credit types may require an education process that is more conducive to a negotiated sale until the market becomes comfortable with the credit.

2. Issue Size

The size of the bond sale will influence both investor interest in the bonds and the market's ability to absorb the bonds. In general if the bond sale is too small or too large, a negotiated sale may be necessary. A small sale may require greater marketing to garner investor interest while a

large sale may be difficult for the market to absorb without the presale activity available in the negotiated sale process.

3. Market Conditions and Timing

During periods of stable interest rates, market timing is not as critical. However, during periods of volatile interest rates, the timing of the sale becomes more critical. Bond refundings are also often very interest rate sensitive in terms of the potential level of savings or the general feasibility of the refunding. The negotiated sale provides more flexibility in terms of the structure of the bond sale as well as the timing of the bond sale and may be more appropriate when issuing refunding bonds and when interest rates are volatile.

4. Story Bonds

Bonds that require a detailed explanation due to the complexity of the credit or the repayment of the bonds are often referred to as “Story Bonds”. Due to their complexity and the additional explanation these bonds require, an extensive pre-marketing campaign is necessary. Story Bonds often require a negotiated sale composed of an underwriting syndicate that is qualified to market the bonds in order to obtain the lowest financing cost for the City.

V. FINANCIAL SERVICE PROVIDERS

A. Selection

In connection with debt financings, financial advisors, underwriters, and other service providers will be selected from a Qualified Vendors List (QVL) developed through a periodic Request for Qualifications (RFQ) process or, for individual financings, through a Request for Proposals (RFP) process, whichever method is deemed most appropriate given the specifics of the financing. At the discretion of the CFO, contracts may be awarded on a sole source basis if it is clear that an RFQ/RFP process is not feasible or not in the best interest of the City.

For competitive sales, any security dealer meeting the qualification criteria outlined in the competitive bid notice may bid in the competitive sale. For negotiated sales, only those underwriters qualified under the RFQ/RFP process may be selected. Underwriters or underwriter syndicates will be selected by the CFO. The allocation of bonds among syndicate members will be at the sole discretion of the CFO with the approval of the City Manager or his/her designee.

B. Use of Independent Financial Advisors

The City will hire financial advisors who are independent. In the event the best available financial advisor is an investment banking firm, the firm will under no circumstances be permitted to participate as the lead underwriter or as a member of an underwriter syndicate that is bidding on the bonds for which the firm is acting as a financial advisor. In addition, if the firm has any profit sharing or other type of agreement with any member of the underwriting syndicate for the transaction in question, they will not be allowed to act as the financial advisor. In general, no agreement will be permitted that would compromise the firm's ability to provide independent advice or that could be reasonably perceived by the City as a conflict of interest. Advisors must alert the CFO, in writing, of any conflict, potential conflict, or potentially perceived conflict prior to entering into an agreement with the City, or if occurring after entering into an agreement with the City, as soon as the conflict, potential conflict, or potentially perceived conflict arises.

C. Communication/Solicitation

All financial consultants, including all investment banking firms, financial advisors, bond counsel, and other consultants hired in connection with any bond transaction will direct all communications, solicitations and questions to the CFO or his/her designee. Underwriters are reminded that under Rule G-37 of the Municipal Securities Rulemaking Board (MSRB) that a firm may be banned from providing underwriting services to the City for two years for making any political contributions to elected City officials.

VI. DEBT MANAGEMENT PROCESS – TAX STATUS

Prior to the issuance of any bonds, the Finance Department, in conjunction with bond counsel and the City Attorney's Office will evaluate the tax status of any bond sales.

A. Tax-Exempt

Interest on tax-exempt bonds is excluded from the gross income of its owners for federal income tax purposes and from California income taxes and as a result tax-exempt bonds can be sold at a lower true interest cost than taxable bonds. The City, along with bond counsel, will evaluate all projects to be funded to assess their eligibility to be funded by tax-exempt bonds. The City will make every effort to ensure that all tax regulations are complied with to ensure the bonds maintain their tax-exempt status.

B. Taxable

Certain municipal bonds are sold as taxable bonds because they are issued for purposes that the federal government deems do not provide a significant benefit to the public at large or involve “private activity”. In addition, certain tax laws such as the alternative minimum tax (AMT) reduced the tax exemption applicable to certain types of bonds and to certain taxpayers. Taxable bonds will be used whenever a particular project has the potential for private activity or other uses that may call into question the eligibility to use tax-exempt financing.

VII. DEBT MANAGEMENT PROCESS – TYPE OF DEBT

A. Fixed Rate Debt

Longer term debt usually consists of fixed interest rates over the term of the bonds and should be used to finance essential capital facilities, projects and certain equipment where it is appropriate to spread the cost of the project over more than one budget year and generally for a period not to exceed the useful life of the project being financed. In so doing, the City recognizes that future taxpayers who will benefit from the project will pay a share of its cost. Fixed rate debt provides the benefit of fixed payments during the life of the bonds and budget certainties for long-term capital planning. However, fixed rate debt is typically longer term and carries higher interest payments (assuming an upward sloping yield curve) than variable rate debt but is not subject to changes in interest rates. Fixed rate debt is the most common type of debt issued by the City.

B. Variable Rate Debt

The municipal bond market has developed several vehicles by which municipalities can borrow at short-term, variable interest rates. Variable Rate Demand Notes may be issued with interest rates that “reset” daily, weekly, monthly or semiannually at the option of the City. Commercial paper is issued with a maturity of up to 270 days at the City’s option. As the commercial paper matures, it is resold by a commercial paper dealer for another period up to 270 days.

These products are structured as a rolling series of short-term investments and therefore are priced at the short-end of the yield curve at lower interest rates than long-term fixed rate bonds (assuming an upward sloping yield curve). By accepting the risks inherent in variable interest rates, the City can take advantage of the lowest rates available in the current market.

Factors that will be considered in the use of variable rate debt are the availability and size of fund balances to cover variable rate risk, and the budget flexibility of the program being financed. Programs with large complex capital programs may use short-term financing to fund uncertain construction cash flow requirements. The short-term debt can be refinanced as fixed-rate, long term debt once the projects are complete. A project that must be carried in anticipation of grant funding may also be a candidate for the use of variable rate financing. Examples are the Electric, Water, and Wastewater enterprise funds.

C. Use of Alternative Debt Instruments

1. Derivative Products

The use of certain derivative products, such as swaps, swaptions and the sale of call options, allow the City to realize lower all-in costs on a new debt issuance or to receive an upfront payment. One type of swap that may be used would allow the City to issue variable rate debt in exchange for fixed payments that are typically lower than fixed rate debt. However, such products have unique risks that the City and its financial advisors will evaluate as per the City's Swap Policy. The current Swap Policy is included in Appendix A.

VIII. DEBT MANAGEMENT PROCESS – DEBT CAPACITY

The determination of how much indebtedness the City can afford begins by assessing the sufficiency of future revenues. The amount of debt issued is based on the requirements of the approved 5-year CIP, subject to the condition that sufficient revenues are projected to be available. Factors such as debt service coverage requirements outlined in the bond indentures, the impact on the citizens (tax rates), and any impact on the bond ratings will be carefully considered. Different factors are considered for each type of credit. For example, Revenue or Certificates of Participation bonds for electric, water and wastewater bonds will consider the impact on customer utility bills. In the case of general obligation debt, State Statutes and the Constitution limit the amount of debt that a municipality can have outstanding.

IX. DEBT MANAGEMENT PROCESS – SECURITY OF DEBT

A. General Obligation (G.O.) Bonds

G.O. bonds are backed by the full-faith and credit of the City and are secured by secondary property taxes.

B. Revenue Bonds

Revenue bonds are supported solely from fees generated from specific Enterprise Funds. Accordingly, in order to preserve debt capacity and budget flexibility, the City will issue revenue bonds when an identifiable revenue stream can be dedicated to support the payment of debt service. The final maturity of revenue obligations will be determined by the expected life of the project to be financed and the revenues available to repay the debt. The City's various Enterprise Funds – Electric, Water, and Wastewater issue bonds backed by revenues of the enterprise. Revenue bonds are generally issued through the Roseville Finance Authority.

C. Certificates of Participation (COP) Bonds

COP bonds are an instrument evidencing a pro rata share in a specific pledged revenue stream, usually lease payments by the issuer that are typically subject to annual appropriation. The certificate generally entitles the holder to receive a share, or participation, in the payments from a particular project. The payments are passed through the lessor to the certificate holders. The lessor typically assigns the lease and the payments to a trustee, which then distributes the payments to the certificate holders.

D. Housing Bonds

Tax-exempt housing bonds are an important source of capital, providing loans for single-family homeownership and rental housing for very-low, low and moderate-income individuals and families. The relatively low tax-exempt interest rates, combined with federal, state, and local housing assistance programs, provide the necessary subsidy to create a supply of much needed, below market interest-rate loans.

E. Community Facilities District (CFD) Bonds

CFD bonds are issued and backed entirely by a Community Facilities District established under State Statutes for the purpose of managing and financing public improvements within the district boundaries. Any CFDs established in the City are reviewed by the Finance Department and the Finance Department will supervise the issuance of the debt on behalf of the CFD with the CFD paying all costs of issuance including administrative support. The creation of a CFD must be approved by City Council and follow a detailed legal process. Please refer to the City's Goals and Policies Concerning Use of Mello-Roos Community Facilities Act of 1982, available on the City's website, concerning CFD bonds.

F. Special Assessment Bonds

Special assessment bonds are a special type of municipal bond used to fund development projects that benefit a discrete group of taxpayers within a special assessment district. Principal and interest owed on the bonds is paid from assessments on the property benefiting from the particular bond-funded project. The creation of an Assessment District must be approved by City Council and follow a detailed legal process.

X. DEBT MANAGEMENT PROCESS – PURPOSE OF FINANCING

Generally, financings may be undertaken to fund new projects “new money financing” or to refund existing bonds.

A. New Money Financing

New money issues are those financings that generate funding for capital projects. These funds will be used for necessary land acquisitions, capital construction, equipment, and other items for the City. New money bond proceeds are generally not used to fund operational activities. The City also may use its commercial paper programs to provide interim new money funding. The commercial paper notes are retired upon receipt of bond proceeds from a long-term fixed rate financing.

B. Refunding Bonds

A periodic review of the City’s outstanding debt will be undertaken by the Finance Department to determine refunding opportunities.

Refunding bonds are issued to retire all or a portion of an outstanding bond issue. Most typically this is done to refinance at a lower interest rate to reduce overall debt service. Alternatively, some refundings are undertaken for reasons other than to achieve cost savings, such as to restructure debt service payments, to change the type of debt instruments being used, or to eliminate undesirable covenants.

In any event, a present value savings analysis must be prepared that identifies the economic effects of any refunding being considered by the City. The savings from any particular refunding candidate shall generally be at least 5% of the refunded par amount, net of all transaction expenses. This 5% savings target may be waived by the CFO, or his/her designee, upon a finding that such a refunding is in the City's best overall financial interest and shall not be applicable for refunding transactions that are not solely undertaken to achieve cost savings.

XI. DEBT MANAGEMENT PROCESS - CREDIT RATINGS

The City seeks to obtain and maintain the highest possible credit ratings for all categories of short- and long-term debt. The City will not issue bonds that do not carry investment grade ratings.

A. Rating Agency Relationships

The CFO, or his/her designee, shall be responsible for maintaining relationships with rating agencies that assign ratings to the City's various debt obligations. This responsibility shall include coordinating meetings and presentations in conjunction with the issuance of debt. Full disclosure of operations and open lines of communication shall be maintained with the rating agencies used by the City.

B. Use of Rating Agencies

The City may obtain a rating from at least one nationally recognized rating agency on all new bond issues being sold in the public market. The CFO, or his/her designee, shall determine whether or not any additional ratings will be requested on a particular financing. The CFO, or his/her designee, shall determine which major rating agencies will be asked to provide a rating. Exceptions to this requirement, such as when using a private placement, are permissible, if warranted by the circumstances and approved by the CFO, or his/her designee.

The City and/or the financing team shall notify the rating agencies by telephone or through written correspondence when the City anticipates issuing bonds. Bond documentation shall be sent several weeks prior to the bond sale to the selected rating agencies in order to provide the rating agencies sufficient time to perform their review. A personal meeting with the selected rating agencies may be scheduled if, in the opinion of the CFO, or his/her designee, such a meeting is in the best interest of the City in order to obtain the highest possible credit rating.

The City shall make every reasonable effort to maintain or improve its high quality credit ratings.

The City may request an underlying rating and an insured rating on all bond issues utilizing bond insurance.

The City shall submit its audited comprehensive annual financial report to all rating agencies utilized by the City.

XII. DEBT MANAGEMENT PROCESS – CREDIT ENHANCEMENT

Although the City has high credit ratings, credit enhancement through the use of bond insurance or a bank facility such as a letter of credit to strengthen the underlying credit rating of certain bonds may be financially beneficial. Bonds insured by insurers rated AAA will also receive the AAA rating and thus be able to be sold at a lower interest rate. Bank facilities, such as letters of credit from highly rated banks, can also be used to provide credit enhancement.

A. Bond Insurance

Bond insurance will be considered when it provides an economic benefit to a particular bond maturity or entire issue. Bond insurance provides improved credit quality for the bonds as a result of the insurance provider's guarantee of the payment of principal and interest on the bonds. Because of the decreased risk of non-payment, investors are willing to purchase insured bonds at lower yields than uninsured bonds, thus providing the issuer with interest cost savings.

1. Benefit Analysis

The decision to use bond insurance is an economic decision. A benefit analysis compares the present value of the interest savings to the cost of the insurance premium. Insurance will be purchased when the premium cost is less than the present value of the projected interest savings. A copy of the benefit analysis shall be maintained in the files of the Finance Department.

2. Selection

The City or its financial advisor will undertake a competitive selection process when soliciting pricing for bond insurance, or in the case of a competitive sale, facilitating the prequalification of bonds by insurance providers. The City recognizes that all providers may not be interested in providing bids to the City or pre-qualifying the issue. The winning security dealer in a competitive sale will determine whether it will purchase insurance for the issue. For a negotiated sale, the CFO shall have the authority to purchase bond insurance when deemed advantageous and the terms and conditions governing the guarantee are satisfactory.

B. Bank Facilities (Letters of Credit)

When used for credit enhancement, letters of credit (“LOC”) represent a bank’s promise to pay principal and interest when due for a defined period of time, subject to certain conditions. In the case of a direct-pay LOC, the trustee will draw upon the LOC to make debt service payments and the City will reimburse the LOC provider the amount drawn on the LOC by the trustee. A stand-by LOC is used to ensure the availability of funds to pay principal and interest of an obligation only if the funds in the debt service account held by the trustee are insufficient to make the debt service payment on the bonds.

XIII. DEBT MANAGEMENT PROCESS – STRUCTURAL FEATURES

A. Maturity

The final maturity of a bond sale shall be equal to or less than the remaining useful life of the assets being financed, and the average life of the financing shall not exceed 120% of the average useful life of the assets being financed.

B. Debt Service Structure

The Finance Department will carefully consider the debt service structure for each bond issue. Factors such as the flow of revenues available for a particular credit, the need to fill in gaps created by refunding specific principal maturities or to structure savings from a refunding in a particular year will be considered. Accelerated repayment may be considered within the bonding capacity constraints to provide capacity for future capital programs. Bonds will be amortized over a period of time not to exceed the useful life of the assets being financed.

C. Lien Levels

Senior, Junior and Subordinated Junior Liens for each revenue source will be utilized in a manner that will maximize the most critical constraint - typically either cost or capacity - thus allowing for the most beneficial use of the revenue source securing the bond.

D. Capitalized Interest

Subject to Federal and State law, interest may be capitalized from the date of issuance of the debt. Interest may also be capitalized for projects in which the revenue designated to pay debt service on the bonds will be collected at a future

date, not to exceed six months from estimated completion of construction. Any use of capitalized interest will require a review by bond counsel and approval by the CFO.

XIV. INVESTMENT OF BOND PROCEEDS

The City shall comply with all applicable Federal, State, and Indenture restrictions, if any, regarding the use and investment of bond proceeds. This includes compliance with any restrictions on the types of investment securities allowed, restrictions on the allowable yield of invested funds as well as restrictions on the time period over which some bond proceeds may be invested. The CFO, or his/her designee, will direct the investment of bond proceeds in accordance with the permitted investments for each particular bond issue. Investments such as guaranteed investment contracts may be considered when their use is in the best interest of the City and will be selected on a competitive basis.

XV. CONTINUING DISCLOSURE

The City will comply when applicable with Rule 15(c)2-12 of the Securities and Exchange Commission by filing an annual report and annual financial information with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System, and filing material event notices within 10 days of occurrence of certain events as required by the Rule.

XVI. ARBITRAGE REBATE

The City shall comply with all arbitrage rebate requirements as established by the Internal Revenue Service and the Finance Department shall establish a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This effort shall include tracking project expenditures financed with bond proceeds, tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any rebate earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the City's outstanding tax-exempt debt issues. The CFO, or his/her designee, may enter into agreements with arbitrage service providers to assist the City with complying with arbitrage regulations.

XVII. INTERNAL CONTROLS AND POST ISSUANCE COMPLIANCE

The City shall comply with all applicable laws and regulations to ensure the tax-exempt status of its bonds. The Finance Department shall maintain written procedures to document the processes used to monitor the appropriate use of bond proceeds and to ensure compliance with applicable laws and regulations, and shall specify the positions and individuals responsible for these processes.

APPENDIX A

Swap Policy

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I. INTRODUCTION

The swap guidelines outlined herein are only intended to provide general procedural direction regarding the future use, procurement and execution of interest rate swaps and options. These guidelines are intended to relate to various interest rate hedging techniques, including the contractual exchange of different fixed and variable rate payment streams through interest rate swap agreements. The swap policies are not intended in any way to require the City to modify or terminate existing interest rate swaps. The City maintains the right to modify these guidelines and may make exceptions to any of them at any time in its sole discretion. Failure to comply in any manner with these swap guidelines shall not result in liability on the part of the City to any party.

II. APPROACH AND OBJECTIVES

Interest rate swaps and options are appropriate interest rate management tools that can help the City meet important financial objectives. Properly used, these instruments can increase the City's financial flexibility, provide opportunities for interest rate savings or enhanced investment yields, and help the City manage its balance sheet through better matching of assets and liabilities. Swaps should be integrated into the City's overall debt and investment management guidelines and should not be used for speculation.

Swaps are appropriate to use when they achieve a specific objective consistent with the City's overall financial strategies. Swaps may be used, for example, to lock-in a current market fixed rate or create additional variable rate exposure. Swaps may be used to produce interest rate savings, to alter the pattern of debt service payments, or for asset/liability matching purposes. Swaps may be used to cap, limit or hedge variable rate payments. Options granting the right to commence or cancel an underlying swap may be used to the extent the swap itself is consistent with these guidelines or the City determines there are other advantages to be derived in granting the option; however, the City must determine if the use of any such option is appropriate and warranted given the potential benefit, risks, and objectives of the City. The City's staff, together with its Bond Counsel and its Financial Advisor, periodically shall review the City's swap guidelines and recommend appropriate changes.

In connection with the use of any swaps, the City Council shall make a finding that, per Government Code Section 5922, the applicable swap is designed to reduce the amount or duration of the interest rate risk or result in a lower cost of borrowing when used in combination with the issuance or carrying of the Bonds or enhance the relationship between the risk and return with respect to the City's investments or program of investment, as applicable.

Rationales for Utilizing Interest Rate Swaps and Options

- A. Optimize capital structure; including schedule of debt service payments and/or fixed vs. variable rate allocations
- B. Achieve appropriate asset/liability match
- C. Reduce risk, including:
 - 1. Interest rate risk;
 - 2. Tax risk; or
 - 3. Liquidity renewal risk
- D. Provide greater financial flexibility
- E. Generate interest rate savings
- F. Enhance investment yields
- G. Manage exposure to changing markets in advance of anticipated bond issuances (through the use of anticipatory hedging instruments)

III. PERMITTED INSTRUMENTS

The City may utilize the following financial products on a current or forward basis, after identifying the objective(s) to be realized and assessing the attendant risks.

- A. Interest rate swaps, including fixed, floating and/or basis swaps; and
- B. Options, including swaptions, caps, floors, collars and/or cancellation or index-based features

IV. PROCEDURE FOR SUBMISSION AND EXECUTION

Unsolicited proposals are to be mailed to the Chief Financial Officer and the Financial Advisor for evaluation. Such unsolicited proposals need to be received four weeks prior to the next City Council meeting for consideration at such meeting. For proposals received within four weeks of the next City Council meeting, the City reserves the right to consider the proposal at the following month's Council meeting.

Legal costs incurred in connection with an unsolicited proposal shall be paid by the firm submitting the proposal if for whatever reason the proposal does not close or should the City elect for any reason not to proceed. If the City elects to proceed with the

proposed transaction and the proposed transaction closes, the City will absorb such legal costs through costs of issuance.

The City staff and the Financial Advisor shall review all unsolicited proposals prior to presentation to the City Council. The City shall only present proposals to the Council that the City, in its sole discretion, believes should be considered further given, for example, the projected savings or other benefits and the ability to meet one or more of the objectives outlined herein. Only proposals that meet the savings guidelines (as described in the “Guidelines for Financing and Selection of the Financing Team”) or that the City staff find compelling for other reasons, shall be presented.

Procurement and Execution

The City will not have a fixed guideline with respect to swap procurement. The City will assess the benefits of competitively bidding financial products that are non-proprietary or generally available in the marketplace. On a product-by-product basis, the City will have the authority to negotiate the procurement of financial instruments that have customized or specific attributes designed on the City’s behalf.

The use of financial derivative products will be recommended if they meet one of the benefits outlined herein or if they:

- A. Provide a specific benefit not otherwise available;
- B. Produce greater expected interest rate savings or incremental yield than cash market alternatives;
- C. Are not speculative or do not create unreasonable leverage or risk;
- D. Result in an improved capital structure or better asset/liability match; or
- E. Reasonably pass the risk evaluation required by these guidelines

Conformance with Dodd-Frank

It is the intent of the City to conform this policy to the requirements relating to legislation and regulations for over-the-counter derivatives transactions under Title VII of the Wall Street Transparency and Accountability Act of 2010, as supplemented and amended from time to time (herein collectively referred to as “Dodd-Frank”). Pursuant to such intent, it is the policy of the City that: (i) each swap advisor engaged or to be engaged by the City will function as the designated qualified investment representative of the City, sometimes referred to as the “Designated QIR”; (ii) each swap advisor agrees to meet and meets the requirements specified in Commodity Futures Trading

Commission Regulation 23.450(b)(1) or any successor regulation thereto (herein referred to as the “Representative Regulation”); (iii) each swap advisor provide a written certification to the City to the effect that such swap advisor agrees to meet and meets the requirements specified in the Representative Regulation; (iv) the City monitor the performance of each swap advisor consistent with the requirements specified in the Representative Regulation; (v) the City exercise independent judgment in consultation with its swap advisor in evaluating all recommendations, if any, presented by any counterparty with respect to transactions authorized pursuant to this Debt Policy; and (vi) the City rely on the advice of its swap advisor with respect to transactions authorized pursuant to this Debt Policy and not rely on recommendations, if any, presented by any counterparty with respect to transactions authorized pursuant to this Debt Policy.

Counter-Party Risk Assessment

The City will only do business with highly rated counter parties or counter parties whose obligations are supported by highly rated parties. The City will structure swap agreements to protect itself from credit deterioration of counter parties, including the use of credit support annexes or other forms of credit enhancement to secure counter party performance. Such protection shall include any terms and conditions which in the City’s sole discretion are necessary or appropriate or in the City’s best interest.

The City shall enter into interest rate swap transactions only with qualified swap counter parties. Qualified swap counter parties are investment banks as will be identified by the Financial Advisor. Qualified swap counter parties should be rated at least “Aa3” or “AA-” by one of the nationally recognized rating agencies (i.e. Moody’s, Standard and Poor’s, and Fitch) and not rated lower than “A2” or “A” by any nationally recognized rating agency. In addition, the counter party must have a demonstrated record of successfully executing swap transactions as well as creating and implementing innovative ideas in the swap market. Each counter party shall have minimum capitalization of at least \$150 million.

The City should not have an immutable credit standard. However, the City will attempt to do business with highly rated counter parties of “Aa3” or “AA-” or better. For lower rated (below “Aa3” or “AA-”) counter parties, the City should seek credit enhancement in the form of:

A. Contingent credit support or enhancement; or

B. Collateral consistent with the policies contained herein

V. SWAP ANALYSIS AND PARTICIPANT REQUIREMENTS

In connection with any swap, the City and its Financial Advisor shall review the proposed transaction and outline any considerations associated with the transaction to the City Council. Such a review should include the following:

- A. The identification of the proposed benefit and potential risks, which shall include, but not necessarily be limited to, those risks outlined herein
- B. Independent analysis of potential savings from a proposed transaction
- C. Fixed versus variable rate and swap exposure before and after the proposed transaction
- D. Market Net Termination Exposure (as outlined herein) for all existing and proposed transactions at the City

Swap Risks

- A. Counter party Risk – The risk of a payment default on a swap by an issuer’s counter party
- B. Termination Risk - The risk that a swap has a negative value and the issuer owes a “breakage” fee if the contract has to be liquidated
- C. Tax Risk – A mismatch between changes in the rate or price on an issuer’s underlying bonds and the swap caused by a reduction or elimination in the benefits of the tax exemption for municipal bonds, e.g. a tax cut, which results in an increase in the ratio of tax-exempt to taxable yields
- D. Basis Risk – A mismatch between the rate on an issuer’s underlying bonds and the rate paid under the swap, e.g. a tax-exempt variable rate issue which trades at 62% of LIBOR while the issuer only receives 60% of LIBOR under the swap
- E. Tax Exemption Risk – The risk that the transaction may make the issuer’s related bonds taxable
- F. Liquidity/Remarketing Risk – The risk that an issuer cannot secure a cost-effective renewal of a Letter or Line of Credit or suffers a failed auction or remarketing with respect to its variable-rate bonds

Benefit Expectation

Financial transactions, using fixed rate swaps or other derivative products, should generate 2% greater projected savings than the savings guidelines (as described in the “Guidelines for Financing and Selection of the Financing Team”) then in effect for traditional bonds. This threshold will serve as a guideline and will not apply should the transaction, in the City’s sole judgment, help to meet any of the objectives outlined herein. The higher savings target reflects the greater complexity and higher risk of derivative financial instruments. At a minimum, such financial transactions should provide a savings of no less than 5% over refunded par regardless of the spread between the financial transaction and a traditional bond refunding.

For example, assuming a refunding of \$100 million of existing bonds, a traditional fixed rate advance refunding that does not use derivative products would have a present value savings threshold of \$5 million, which is 5% of the refunded par. If the refunding structure utilizes a derivative product, the threshold would be \$7 million in present value savings, 7% of the refunded par. Therefore, the transaction utilizing a swap or other derivative product would have to generate an additional \$2 million to meet the target.

For variable rate or other swap transactions that do not result in a fixed interest rate, the City will evaluate any additional value generated through the transaction in assessing the benefits of proceeding, including the ability to meet the objectives outlined herein. These benefits include, for example, reducing interest rate or tax risk, optimizing the capital structure or further reducing interest expense.

In determining any benefit in implementing a fixed-to-variable swap, the cost of remarketing, in addition to the cost of credit enhancement or liquidity fees must be added to the projected variable rate. Such a calculation should consider the trading performance of comparable bonds and any trading premium resulting from a specific form of credit enhancement or liquidity and/or any impact related to broader industry trends.

VI. LEGAL AND CONTRACTUAL REQUIREMENTS

Unless otherwise approved by Council, the City will use standard ISDA swap documentation including the Schedule to the Master Agreement and a Credit Support Annex. The City may use additional documentation if the product is proprietary or the City deems in its sole discretion that such documentation is otherwise in its interest.

Terms and Notional Amount of Swap Agreement

The City shall determine the appropriate term for an interest rate swap agreement on a case-by-case basis. In connection with the issuance or carrying of bonds, the term of the swap agreement between the City and a qualified swap counter party shall not extend beyond the final maturity date of existing debt of the City on the related Project, or in the case of a refunding transaction, beyond the final maturity of the refunding bonds. For purposes of calculating net exposure, credit shall be given to any fixed versus variable rate swaps that offset termination exposure for a specific Project or bond transaction. For variable rate transactions, credit may also be given for any assets that are used to hedge a transaction as long as in the City's judgment such assets are reasonably expected to remain in place on a coterminous basis with the swap.

Terms and conditions of any swap shall be negotiated by the City in the best interests of the City subject to the provisions of the California Government Code and, unless otherwise waived or altered by the City, these guidelines. The swaps between the City and each counter party shall include, as appropriate, payment, term, security, collateral, default, remedy, termination, and other terms, conditions and provisions as the City, in consultation with its Bond Counsel and Financial Advisor, deems necessary or desirable.

Subject to the provisions contained herein, the City swap documentation and terms should include the following:

- A. Downgrade provisions triggering termination shall in no event be worse than those affecting the counter party
- B. Governing law for swaps will be New York law, but should reflect California authorization provisions
- C. The specified indebtedness related to credit events in any swap agreement should be narrowly drafted and refer only to specific project debt
- D. Collateral thresholds should be set on a sliding scale reflective of credit ratings (see Collateral below)
- E. Eligible collateral as set forth in the Collateral section below.
- F. Termination value should be set by "market quotation" methodology, when the City deems appropriate
- G. The City should only agree to an Additional Termination Event for the City to the extent that the ratings on the applicable the City bonds fall below a ratings

trigger acceptable to the City and the counter party and no form of credit support or enhancement is in place

Termination Provision

All swap transactions shall contain provisions granting the City the right to optionally terminate a swap agreement at any time over the term of the agreement. Such a provision shall be required even if any termination is at market. In general, exercising the right to terminate an agreement should produce a benefit to the City, either through the receipt of a payment from a termination or, if the termination payment is made by the City, in conjunction with a conversion to a more beneficial (desirable) debt obligation of the City.

Collateral

As part of any swap agreement, the City shall require collateralization or other forms of credit enhancements to secure any or all swap payment obligations. As appropriate, the City, in consultation with its Bond Counsel and Financial Advisor, may require collateral or other credit enhancement to be posted by each swap counter party under the following circumstances:

- A. Each counter party to the City may be required to post collateral if the credit rating of the counter party or parent falls below the “AAA” category. Additional collateral for further decreases in credit ratings of each counter party shall be posted by each counter party in accordance with the provisions contained in the collateral support agreement to each counter party with the City the City. Maximum un-collateralized exposure for: (i) “AAA” rated counter parties is \$40 million; (ii) “AA” rated counter parties is \$10 million; and (iii) below “AA” category, uncollateralized exposure is zero
- B. Threshold amounts shall be determined by the City on a case-by-case basis. The City will determine the reasonable threshold limits for the initial deposit and for increments of collateral posting thereafter
- C. Collateral shall be deposited with a third party trustee, or as mutually agreed upon between the City and the counter party
- D. A list of acceptable securities that may be posted as collateral and the valuation of such collateral will be determined and mutually agreed upon during negotiation of the swap agreement with each swap counter party. A complete list of acceptable securities and valuation percentages are included as Attachment A

- E. The market value of the collateral shall be determined on at least a monthly basis, or more frequently if the City determines it is in the City's best interest given the specific collateral security
- F. It shall be determined on a case-by-case basis whether other forms of credit enhancement are more beneficial to the City

VII. LIMITATIONS ON TERMINATION EXPOSURE

In order to diversify the City's counter party credit risk, and to limit the City's credit exposure to any one counter party, limits will be established for each counter party based upon both the credit rating of the counter party as well as the relative level of risk associated with each existing and projected swap transaction. The guidelines below provide general termination exposure guidelines with respect to whether the City should enter into an additional transaction with an existing counter party. The City Council may make exceptions to the guidelines at any time to the extent that the execution of a swap achieves one or many of the goals outlined in these guidelines or provides other benefits to the City.

Such guidelines will also not mandate or otherwise force automatic termination by the City or the counter party. Maximum Net Termination Exposure is not intended to impose retroactively any terms and conditions on existing transactions. Such provisions will only act as guidelines in making a determination as to whether or not a proposed transaction should be executed given certain levels of existing and projected net termination exposure to a specific counter party. Additionally, the guidelines below are not intended to require retroactively additional collateral posting for existing transactions. Collateral posting guidelines are described in the "Collateral" section above. The calculation of net termination exposure per counter party will take into consideration multiple transactions, some of which may offset the overall exposure to the City.

Maximum Net Termination Exposure will be based on the sum of (i) the market value of existing transactions as of the first day of the month prior to the execution of any new transaction plus (ii) the expected worse case termination value of the new transaction. The maximum termination exposure will also be tied to the credit rating of a counter party and whether or not the counter party has posted collateral against this exposure.

Under this approach, the City will set limits on individual counter party exposure based on existing as well as new or proposed transactions. For existing transactions, exposure will be based on the market value as of the last quarterly swap valuation report provided by the Financial Advisor. For a new or proposed transaction, the City will calculate the projected maximum exposure based on the estimated maximum exposure assuming two standard deviations. Standard deviation is a statistic obtained by squaring

the average difference from the mean of a distribution of numbers. Two standard deviations capture 95% of the population of a distribution of numbers. For purposes of the calculation, two standard deviations shall be calculated as the annualized standard deviation of weekly swap rates over the preceding 52 weeks. The time period may vary according to market conditions which could range from flat to volatile.

The sum of the existing market value and the projected maximum exposure shall constitute the Maximum Net Termination Exposure. For purposes of this calculation, the City shall include all existing and projected transactions of an individual counter party and all transactions will be analyzed in aggregate such that the maximum exposure will be additive and netted on a per project basis. The rationale behind aggregating and netting on a Project basis is that the exposure will vary for individual members depending on their participation in different projects.

For example, if the City has \$13 million (i.e. the City would owe termination payment) of exposure to a counter party, the Maximum Net Termination Exposure under the definition above, is the projected maximum termination exposure less the outstanding exposure. If projected maximum termination exposure on the proposed transaction, assuming two standard deviations, is \$20 million, net termination exposure would be \$7 million.

The exposure thresholds, which will be reviewed periodically to ensure that they remain appropriate, will also be tied to credit ratings of the counter parties and whether or not collateral has been posted. If collateral has been posted, the City cannot exceed \$30.0 million of collateralized exposure. In addition, there would be a further limit on the amount of uncollateralized exposure, including any threshold amounts under the Credit Support Annex. For AAA-rated counter parties, the City could have up to \$40.0 million of uncollateralized exposure; for counter parties in the AA category, the City could have up to \$10.0 million of uncollateralized exposure and for counter parties below the AA category, the City could have no uncollateralized exposure. If a counter party has more than one rating, the lowest rating will govern for purposes of the calculating the level of exposure. A summary table is provided below.

Credit Ratings	Maximum Collateralized Exposure	Maximum Uncollateralized Exposure	Maximum Total Termination Exposure
AAA	NA	\$40 million	\$40 million
AA Category	\$30 million	\$10 million	\$40 million
Below AA	\$30 million	None	\$30 million

Assuming the same example as above, if the counter party is currently rated “Aa2” and “AA+,” the exposure thresholds would only take effect if Net Termination Exposure increased an additional \$3 million (from the original \$7 million above).

If the exposure limit is exceeded by a counter party, the City shall conduct a review of the exposure limit per counter party. The City, in consultation with its Bond Counsel and Financial Advisor, shall explore remedial strategies to mitigate this exposure.

VIII. ONGOING MANAGEMENT

The City will seek to maximize the benefits and minimize the risks it carries by actively managing its swap program. This will entail frequent monitoring of market conditions, by both the Financial Advisor and swap counter party, for emergent opportunities and risks. Active management may require modifications of existing positions including, for example:

- A. Early termination;
- B. Shortening or lengthening the term;
- C. Sale or purchase of options; or
- D. Use of basis swaps.

On an overall basis, the City's swap program is not expected to be very large relative to all of its investment and debt activities. Swaps will be used in response to particular market conditions and needs of the City for which swaps are the best investment or debt-management option.

IX. ONGOING REPORTING REQUIREMENTS

A written report providing the status of all interest rate swap agreements entered into by the City will be provided to the City Council on an annual basis (or other basis, if so directed by Council) and shall include the following:

- A. A description of all outstanding interest rate swap agreements, including project and bonds series, type of swap, rates paid and received by the City, total notional amount, average life of each swap agreement, remaining term of each swap agreement
- B. Highlights of all material changes to swap agreements or new swap agreements entered into by the City since the last report
- C. Termination exposure of each of the City's interest rate swap agreements
- D. The credit rating of each swap counter party and credit enhancer insuring swap payments, if any

- E. If applicable, information concerning any default by a swap counter party to the City, including but not limited to the financial impact to the City, if any
- F. If applicable, information concerning any default by the City to a swap counter party
- G. A summary of swap agreements that were terminated or that have expired
- H. For a swap transaction entered into to generate debt service savings, the City will calculate on an annual basis the actual debt service requirements versus the projected debt service on the swap transaction at the original time of execution. Such a calculation shall include a determination of the cumulative actual savings (or, if applicable, additional payments made by the City) versus the projected savings at the time the swap was executed.

Attachment A – Acceptable Collateral

Security	Valuation Percentage
Cash	100%
Negotiable debt obligations issued by the U.S. Treasury Department or the Government National Mortgage Association (“Ginnie Mae”), or (y) mortgage backed securities issued by Ginnie Mae (but with respect to either (x) or (y) excluding interest only or principal only stripped securities, securities representing residual interests in mortgage pools, or securities that are not listed on a national securities exchange or regularly quoted in a national quotation service) and in each case having a remaining maturity of: (i) less than one year (ii) one year or greater but less than 10 years (iii) 10 years or greater	100% 98% 95%
Negotiable debt obligations issued by the Federal Home Loan Mortgage Corporation (“Freddie Mac”) or the Federal Home Loan Mortgage Association (“Fannie Mae”) or (y) mortgage backed securities issued by Freddie Mac or Fannie Mae but excluding interest only or principal only stripped securities, securities representing residual interests in mortgage pools, or securities that are not listed on a national securities exchange or regularly quoted in a national quotation service	95%
Any other collateral acceptable to the City in its sole discretion. The valuation percentage shall be determined by the Valuation Agent from time to time and in its reasonable discretion	The valuation percentage shall be determined by the Valuation Agent from time to time and in its reasonable discretion.

For example, if a counter party is required to post \$1 million of collateral and wished to use bonds issued by Ginnie Mae with five years remaining to maturity, it would be required to post \$1,020,409 (\$1 million/0.98) to satisfy the collateral requirement.

City of Roseville Budget Development Policy

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I. INTRODUCTION

This policy outlines the City of Roseville's (City) guidelines for budget development. Consistently following adopted policies will assist the City in achieving its current and future goals in a fiscally responsible and sustainable manner. This policy establishes guidelines for developing the City's annual operating and capital budget as recommended by the Government Finance Officers Association (GFOA) and the National Advisory Council on State and Local Budgeting (NACSLB). This document shall be reviewed on an annual basis to reflect the highest standards of fiscal management and the City's budgetary goals.

II. POLICY

A. Citywide Focus

Consistent with the General Principles of Governance adopted by the City Council in the Elections Ordinance, the City shall maintain a citywide focus during the budget development process and in the adopted budget. Revenues and expenditures shall be budgeted on a citywide basis and not tracked by Council district.

B. General Revenues

General Fund revenues shall not be earmarked for any particular purpose, unless required by law or Generally Accepted Accounting Principles (GAAP). General revenues shall be deposited in the General Fund and appropriated during the budget process or by a separate Council action.

C. Balanced Budget

The City shall adopt and maintain a balanced annual operating budget and an integrated capital budget throughout the fiscal year. For each fund, annual expenditures shall not exceed annual revenues plus available fund balances. It shall remain a goal of the City to maintain a long-term structurally balanced budget, where ongoing revenues support ongoing expenditures.

The City will achieve a structurally balanced budget through efficiencies (i.e., streamlining), permanent reductions to the expenditure base (e.g., eliminating lower priority vacant positions and reducing service levels), and ongoing revenue enhancements. In addition, the City's budget will not rely on reserves or the use of one-time revenues for ongoing expenditures.

D. Public Involvement

Public involvement shall be encouraged in the annual budget decision-making process through public hearings, public outreach, and the dissemination of accessible information. Public participation efforts allow the City to improve performance by identifying general needs, priorities, and service delivery expectations. Public involvement enables the City to be more responsive to the community's needs, thereby increasing the value that the public receives from the City.

E. Operating Budget

The operating budget document shall contain the expected revenue and expenditure appropriations, staffing levels, and summaries for each department. Summary information for each department featured in the budget shall include the primary services, strategic goals and strategies, accomplishments and initiatives, and key performance and workload measures. Department summaries shall be updated annually to ensure departments' priorities and performance measures support the City Council's Strategic Plan.

F. Capital Improvement Program (CIP) and Budget

The City shall develop a Five-Year CIP, which reflects a comprehensive approach to addressing the City's capital needs and the identification of resources for those needs. Critical inputs include infrastructure condition assessments, service level evaluations, asset management information, and review of available funding sources. The Five-Year CIP shall be the basis for the development of the annual CIP budget.

The annual CIP budget shall be developed in conjunction with the operating budget to ensure the effective utilization of the City's overall resources to operate and maintain facilities. The annual CIP budget shall include projects that span multiple fiscal years and result in capitalized assets. The CIP budget may consist of other projects of a capital nature that may not result in an asset and that span multiple fiscal years and have significant cost estimates.

The annual CIP budget shall reflect total estimated project costs for Council approved projects by including all prior and current year expenditures and appropriations, future year project costs, and any future funding needs through project completion. CIP projects shall only be established with partial funding if there is a reasonable expectation that the remaining funding is identified to complete the project within a reasonable timeframe for the type of project.

CIP appropriations remaining unspent at the end of each fiscal year shall be carried forward to the subsequent fiscal year until the project is completed or abandoned. CIP projects, however, shall be reviewed periodically to identify projects that are not progressing with funds available for reprogramming.

G. Indirect Cost Allocation Plan

The City shall use an indirect cost allocation plan to allocate the costs of those general government activities without significant assets or liabilities to all City funds and departments, except that reimbursements for costs allocated between General Fund departments will not be budgeted. Substantial changes in the allocable indirect costs may be amortized or smoothed over a period not to exceed three fiscal years to allow receiving funds to adjust their rates.

H. Indirect Costs Charged to Projects

The City shall use indirect cost rates to allocate the costs of overhead to all multi-year capital improvement projects for proper asset capitalization. Exceptions, other than federal or state grants that don't allow indirect costs, must be approved by the Finance Department.

I. Internal Service Funds

The City shall use internal service funds to allocate general government costs for activities with significant assets and/or liabilities to all City funds and departments. Internal service fund costs are budgeted in and allocated to General Fund departments. The City's internal service fund activities include information technology, fleet management, facilities management, and risk management (general liability and workers compensation).

J. General Fund Five-Year Forecast

The City shall maintain a five-year forecast for the General Fund as an essential fiscal planning tool. The forecast shall be based on the current budget and projections of future expenditures, revenues, and other funding sources over a multi-year period. The evaluation of recommended fiscal actions will focus on a longer-term, rather than short-term context. The five-year forecast is based on a set of point-in-time assumptions. The projected expenditure growth shall be realistic, mainly through the term of the current labor contracts. All revenue forecasts will utilize objective external research and internal forecasting methods. City revenues are economically sensitive, and the five-year revenue forecasts are subject to the same uncertainty and downside risk surrounding

national economic forecasts. It is important to note that the City's significant tax revenues, property and sales taxes, trail economic trends.

K. Basis of Budgeting

The City's budgets for governmental funds, such as the General Fund, special revenue funds, debt service funds, and capital project funds, shall be prepared based on the modified accrual basis of accounting. In other words, revenues are recognized in the accounting period in which they become available and measurable, and expenditures are recognized in the accounting period in which the liability is incurred. An exception to this basis is that disbursements of interfund loans are budgeted as expenditures in lender funds and revenue in borrower funds, and repayments of interfund loans are budgeted as expenditures in borrower funds and revenue in lender funds.

The budget for the City's proprietary funds, consisting of enterprise funds and internal service funds, shall be prepared on the full accrual basis of accounting for all operating revenues and most operating expenses. In other words, revenues are recognized when they are earned, and expenses are recognized when the liability is incurred. Expenses related to long-term assets, primarily capital outlay, and long-term liabilities, including repayment of bonded debt as well as pension and other post-employment benefit expenses, are budgeted on the modified accrual basis of accounting. Repayments of interfund loans are budgeted as expenditures in borrower funds and revenue in lender funds.

The City's budget shall exclude unrealized gains or losses resulting from the change in fair value of investments, as well as amortization of premiums and discounts on the City's investments. These calculations are performed solely for financial statement reporting purposes to comply with GAAP.

City of Roseville

General Fund Reserves Policy

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I. INTRODUCTION

The purpose of this policy is to establish targeted levels of General Fund reserves, a basic component of a financially strong city. Adequate reserves help sustain City operations when adverse or unexpected circumstances affect the City, providing resources to minimize service disruption in the event of temporary revenue shortfalls, declared disasters, or unpredicted one-time expenditures. This policy establishes the amounts the City will strive to maintain in the Emergency Reserve, Stabilization Reserve, and Litigation Reserve, and the conditions under which the reserves may be used.

II. BACKGROUND

Financial reserves strengthen the City's financial status and provide valuable resources for managing through economic cycles and addressing unexpected events. Every fund of the City represents a stand-alone financial set of accounts and has its own operating characteristics, financial capabilities, and constraints. The level of reserves needed should be based on the financial and operating characteristics of each fund.

According to the Government Finance Officers Association (GFOA), it is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) in order to protect taxpayers and employees from unexpected changes in financial conditions. GFOA recommends, at a minimum, that general-purpose governments, regardless of size, maintain an unrestricted budgetary fund balance in their General Fund of no less than two months of regular general fund operating revenues or regular General Fund operating expenditures (an amount equivalent to 16.67% of the annual budget).

This policy establishes three months of operating costs (25% of annual budgeted General Fund operating costs) as the City's target level of reserves. This targeted level of reserves consists of the City's Emergency Reserve (10% of annual budgeted General Fund operating costs) and the City's Stabilization Reserve (15% of annual budgeted General Fund operating costs). This policy also establishes \$250,000 as the minimum level in the City's Litigation Reserve. The policy also outlines the methods the City will utilize to achieve the target reserve levels, defines the conditions under which these funds can be used and describes how the City's expenditure and/or revenue levels will be adjusted to match any new economic realities that are causing the use of fund balance reserves as a financing bridge.

III. POLICY

A. Minimum and Target Reserve Levels

The City will maintain an Emergency Reserve at a minimum of 10% of budgeted General Fund operating expenditures. Because the City relies on property tax and sales tax revenue to support over two-thirds of the City's General Fund budget and the negative effects on property and sales tax revenue can be significant during economic downturns, the City will seek to build up and maintain a General Fund Stabilization Reserve equal to 15% of budgeted General Fund operating expenditures as the target reserve level. The Emergency Reserve and Stabilization Reserve shall be reported as commitments of fund balance in the General Fund for external financial reporting. Appropriations from the Emergency Reserve may only be made by a vote of the City Council to meet a critical, unpredictable financial need such as a declared emergency. Appropriations from the Stabilization Reserve may only be made by a vote of the City Council in the event of temporary revenue shortfalls caused by an economic downturn.

B. Methods to Achieve Funding Levels

Funding of the General Fund Reserves will generally come from the adopted budget, year-end excess revenues over expenditures or anticipated one-time revenues. At a minimum, during the budget process, staff shall review the current and five-year projected reserves to ensure that they are appropriate given the economic and financial risk factors the City faces.

C. Criteria for Expenditure of Reserve Funds

The Reserve Funds shall not normally be applied to recurring annual operating expenditures. Appropriation from the Emergency Reserve and Stabilization Reserve Funds requires approval of at least four City Council members. The Litigation Reserve is appropriated annually in the adopted budget.

1. Emergency Reserve

The Emergency Reserve may be used to contend with significant short-term issues such as declared emergencies. It is the intent of the Council to limit use of the Emergency Reserve to addressing unanticipated, nonrecurring needs.

2. Stabilization Reserve

The Stabilization Reserve may be used strategically to allow time for the City to restructure its operation in a deliberate manner as required in an economic downturn while minimizing service disruption. Use of the Stabilization Reserve will only take place in the context of a Council-adopted long-term plan. The Stabilization Reserve is intended to be used to address significant revenue shortfalls that occur during an economic downturn until the City's operating expenditure and revenue levels are adjusted to eliminate structural deficits.

3. Litigation Reserve

The Litigation Reserve may be used for legal matters that are unforeseen and/or unusual in nature and, as a result, typically require reactive measures such as seeking a budget adjustment and a funding source. Some examples are contract disputes, municipal code enforcement, and other public safety enforcement matters. The purpose of this reserve is to address these situations by allowing for proactive handling and funding of such matters.

D. Timeline for Replenishment of the General Fund Reserves

If the General Fund Reserves are drawn down below the minimum levels, a plan will be developed and implemented to replenish the reserves. Replenishing the reserves will be a priority use of one-time resources. Generally, the City should seek to replenish the Emergency Reserve and the Litigation Reserve within one year and the Stabilization Reserve to the minimum reserve level within three years.

City of Roseville
Development Services Stabilization Reserve (DSSR)
Fund Policy

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I. PURPOSE

The purpose of the Development Services Stabilization Reserve (DSSR) Fund (Fund #1013) Policy is to maintain resources in a reserve fund that the City Council may draw from in years of lower development activity. The City will use the DSSR to bridge gaps between budgeted and actual development revenues during periods of significant revenue decline.

II. BACKGROUND

A sustainable funding plan for the Development Services Department's building, planning, and engineering operations is necessary to respond to changes in the economic climate. Establishing a DSSR Fund will provide the department resources during a downturn in development-related activity and time to react to those changes.

III. POLICY

The DSSR shall be established as set forth below, and any changes to the policy will be recommended to the City Council for approval.

- A. The DSSR target goal is equivalent to six months of estimated building, planning and engineering revenues.
- B. Beginning with Fiscal Year (FY) 2020-21, actual year-end General Fund revenues in excess of budget from Development Service's Building, Planning and Engineering operations will be transferred to the DSSR, provided that the net year-end results (revenue and expenditure budget variance) of the Development Services Department are positive and the reserve is below the target goal.
- C. If, at year-end, the amount in reserve exceeds the six-month estimate for the current fiscal year, the City Manager can transfer the excess amount to the General Fund or maintain reserve levels above the six-month estimate if revenues are anticipated to grow in the future fiscal year.
- D. The year-end calculation will occur each year in the summer following the fiscal year end (June 30). The six-month revenue estimate will be based on the current year's budget. For example, the year-end calculation for FY2022-23 will occur in summer 2023, and the six-month revenue estimate calculation will be based on the FY2023-24 budget.
- E. The City will only use the DSSR to bridge gaps between projected and actual development-related revenues in Development Services during periods of significant revenue shortfalls. The reserve will help the department maintain

services during a short-term drop in revenue and will provide time to react to changes necessary during a long-term economic decline.

- F. Appropriation from the DSSR Fund requires approval of at least four City Council members.

City of Roseville
Federal Stimulus Reserve Fund Policy

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I. PURPOSE

The purpose of this policy is to establish a temporary Federal Stimulus Reserve Fund with the City's allocation of the federal stimulus (2021 Coronavirus State and Local Fiscal Recovery Funds) until one-time expenditures or transfers to other City funds are approved over the remaining course of the pandemic.

The City is required to disburse the federal stimulus funding by December 31, 2024. This temporary reserve fund will be closed after all funding, including interest earned thereon, has been distributed.

Staff will recommend one-time expenditures, or transfers to other City funds, for Council approval consistent with the requirement for the use of the funds to:

- A. respond to or mitigate the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts;
- B. cover otherwise unreimbursed costs incurred as a result of such emergency;
- C. replace revenue that was lost, delayed, or decreased as a result of such emergency; or
- D. address the negative economic impacts of such emergency.

The federal stimulus funding shall not be applied to new ongoing operating expenditures.

City of Roseville
Internal Service Funds - Operating and Replacement Reserves
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 5. Excess Reserves 67

I. PURPOSE

As separate budget and accounting entities, internal service funds (ISFs) need to manage cash reserves within their funds. The purpose of cash reserves in the ISFs is two-fold:

- Operating Reserves - To provide for continuity of service in the event of unanticipated changes to revenues or expenditures, particularly within a single fiscal year when charges for service on client operating departments already have been fixed through the adopted budget.
- Replacement Reserves - To provide funding for capital improvement, rehabilitation, and replacement of capital assets managed, whose useful lives span multiple fiscal years and whose costs yield a burdensome or unaffordable peak in expenditure if assessed on client operating departments as they occur.

In the ISFs, the accumulation and expenditure of reserve balances, including the establishment of targeted reserve levels, shall be as follows.

II. POLICY

A. Operating Reserves

1. Applicability

The following ISFs manage ongoing operations and therefore would benefit from the establishment of an operating reserve:

- Fleet Services
- Facility Services
- Information Technology Operations

Because ISFs do not function within a traditional retail environment, their revenues are not a material factor in the underlying risk to its financial sufficiency. An operating reserve incorporating the effects of billing cycles and collection rates is not applicable. Therefore, the operating reserve shall be established based singularly on a cushion for unforeseen change to critical cost drivers.

2. Targeted Reserve Level

An operating reserve equal to 5-15 percent of annual operating expenditures is appropriate among these service types. Fleet Services and Facility Services will target a 10-15 percent operating reserve level, and Information Technology Operations will target a 5-10 percent operating reserve level. The fund balance of each ISF will serve as its operating

reserve. For purposes of calculating the reserve target, operating expenditures include labor expenses and materials, services, and supplies expenses in the fund. As a metric for calculating a reserve level, operating expenditures should not include capital outlay, debt service, or transfers to other funds.

3. Initial Establishment of the Reserve

The available cash balance in the ISF may be used immediately to establish the operating reserve to its minimum level. If the minimum level is not feasible with existing cash, staff will develop a plan to begin adjusting the charges for service to begin funding the reserve, as described in the following paragraph.

4. Annual Funding of the Reserve

When the reserve is at its minimum level, there is no need to assess client operating departments for additional reserve funding in their annual charge for service. The reserve exists until it is used and falls below its minimum threshold, as designed.

When the operating reserve falls below its minimum level, a plan for replenishing the reserve shall be established as part of the next fiscal year's annual rate calculation process. Under staff discretion at that time, options for replenishing the reserve may include:

- Immediate replenishment to the minimum level in one fiscal year, accomplished by an additional component to the annual charge for service, assessed on client operating departments in proportion to their total charge for services.
- Replenishment to the minimum level over multiple fiscal years, such as two or three, depending on fiscal conditions determined at that time. This moderated plan is also accomplished as an additional component to the annual charge for service assessed on client operating departments in proportion to their total charge for services.

5. Excess Reserves

When cash held in the fund exceeds the minimum operating reserve level, fund managers should determine appropriate uses to avoid over-accumulation and stranding of City resources, as part of the annual rate calculation process in the next fiscal year. Under staff discretion at that time, options for reducing excess reserves may include:

- Reduce client operating department charges for service on a one-time basis in proportion to their total charge for service. This option alternatively may be viewed as reducing the total cost pool driving charges for services by using reserves to fund planned operating expenditures in a single fiscal year.
- Fund previously deferred special projects associated with ISF operations, particularly those projects of broad benefit to all client operating departments.
- Transfer excess cash to the ISF's companion asset replacement/rehabilitation fund to reduce long-term deficiencies or accelerate funding for defined capital needs as allowed by accounting controls.

B. Replacement Reserves

1. Applicability

The following ISFs manage capital assets and therefore would benefit from the establishment of a replacement reserve:

- Fleet Replacement
- Fleet Operations
- Equipment Replacement
- Facility Rehabilitation
- Information Technology Replacement

The replacement reserve shall be based on analysis of long-term scheduled capital improvement, rehabilitation, and replacement of capital assets and equipment managed by the ISF in order to sustain municipal services and prevent City assets' physical deterioration.

Replacement reserves are not typically managed to handle increases in assets and equipment in service. Funding for new or growth in assets and

equipment will need to be identified as a special funding component for client operating departments, the general resources of the City, or the ISF outside of this replacement reserve structure.

2. Targeted Reserve Level

Replacement reserves are dynamic: They are continually added to and spent as assets are rehabilitated or replaced. These ISF's will not target a minimum cash balance but instead manage the reserve's annual funding to enable adequate resources when expenditures are scheduled or needed.

3. Initial Establishment of the Reserve

The available cash balance in these ISF's may be used immediately to establish the replacement reserve. These are the resources available to meet near-term scheduled expenditures and the resources being accumulated for expenditure later as assets require reinvestment or replacement. In ideal circumstances, the cash currently available equals the amount of resources needed along current replacement schedules for all assets in service. The reasonableness of this circumstance will differ depending on the ISF evaluated for one or more of several reasons, such as:

- Past charges for service did not include any funding or included insufficient annual funding for future replacement.
- Assets are routinely replaced beyond their scheduled lives, particularly when ongoing maintenance can extend in-service timelines without unmanageable costs or effort.
- Assets are ultimately replaced by another asset of entirely different cost structure, particularly in areas of more rapid technological change.
- The total value of future replacement needs may not be supportable by charges for service and will require identification of additional funding outside the ISF in the future.

Regardless of the initial reserve establishment's adequacy, charges for service in the next fiscal year should be set to continue funding the reserve on an annual basis, as described in the following paragraph.

4. Annual Funding of the Reserve

The replacement reserve's underlying intention is to distribute the cost of asset replacement evenly over the life of the asset. Therefore, analysis by (individual or category of) asset is required to determine a total annual funding level. Steps for analyzing assets and determining their corresponding reserve funding component are as follows:

- Original Cost Basis: Record assets when placed in service. Assign an expected useful life. Calculate a straight-line annual depreciation amount based on the original cost. This value represents the minimum annual replacement reserve funding amount for assets expected to be replaced at the end of their life-cycle.
- Replacement Cost Basis: Alternatively, record assets when placed in service. Assign an expected useful life. Project a replacement cost based on estimated cost inflation indices from original cost or a known replacement value. Calculate a straight-line depreciation amount based on estimated replacement cost, reducing for any material expected salvage value for fully depreciated assets. The resulting value represents the maximum annual reserve amount for assets expected to be replaced at the end of their life-cycle.
- The method chosen – original cost or replacement cost basis – should be determined at staff discretion in each ISF. Factors influencing the choice of the method include impact to charges for service on client operating departments; external factors that substantially impact asset management between life cycles, such as rapid technological change; and magnitude of interest earnings in the replacement reserve contributing toward total resources available for asset replacement.
- The sum of annual funding amounts by asset (or asset category) represents the total annual reserve contribution to be collected through the ISF's charges for service, dependent upon funding available for rehabilitation and replacement (See Capital Improvement Program Rehabilitation Funding Policy). This annual

funding requirement should be allocated to the client operating departments based on the selected allocation metric for asset replacement in the ISF's rate method, typically in proportion to the department's use of the asset.

5. Excess Reserves

In the unlikely event that replacement reserves are found to exceed scheduled needs, as part of the annual rate calculation process in the next fiscal year, fund managers should determine appropriate uses to avoid over-accumulation and stranding of City resources. Under staff discretion at that time, options for reducing excess reserves may include:

- A planned, one-time reduction to service charges on client operating departments in proportion to their total charge for asset replacement-related services.
- Funding previously deferred special projects associated with asset management for the ISF, particularly those projects of broad benefit to all client operating departments.

City of Roseville
Capital Improvement Program Rehabilitation Funding Policy

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I. INTRODUCTION

The City has significant investments in facilities, equipment, park and recreation amenities and information technology (IT) hardware and software which require ongoing maintenance and eventual replacement. The CIP Rehabilitation funds, i.e. the Facility Rehabilitation Fund; the Equipment Replacement Fund, the Parks, Recreation and Library Capital Projects Fund; and the Information Technology Replacement Fund, are used to fund infrastructure needs for City buildings, equipment, park and recreation amenities and information technology capital replacement. In addition, the City maintains its significant investment in streets with external funding sources that are currently inadequate.

II. BACKGROUND

The City maintains 10-Year Rehabilitation/Replacement plans for its General Fund assets used in service delivery. The 10-year plans reflect an annual General Fund funding requirement of over \$10 million, however the actual amount budgeted in FY2021-22 was \$3.2 million leaving an annual gap of approximately \$7 million.

The City performs an annual review of the 10-year plans to develop CIP Rehabilitation budget recommendations for the City Manager that includes a prioritized list of capital projects that can be recommended for funding or deferral in conjunction with the adoption of the City's CIP Rehabilitation budget.

The expectation is that the annual average demand will continue to trend upward based on projects being deferred and new replacement costs.

Addressing these infrastructure needs has been a stated priority of the City Council and was reaffirmed at the City Council priorities workshop meeting on February 22, 2022. As outlined at that workshop, the proposed budget for CIP Rehabilitation will be increased for FY2022-23 to include \$1.6 million of General Fund resources for street maintenance.

III. POLICY

On an annual basis during each budget process, and until the annual required funding level is attained, the General Fund contribution to CIP Rehabilitation shall increase by \$1,000,000.

City of Roseville
Pension Funding Policy
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I. PURPOSE

The City's Pension Funding Policy documents the method the City will use to determine its actuarially determined contributions to fund the long-term cost of benefits to the plan participants and annuitants. The policy also:

- Provides guidance in making annual budget decisions;
- Demonstrates prudent financial management practices;
- Reassures bond rating agencies; and
- Shows employees and the public how pensions will be funded.

II. BACKGROUND

The City provides defined benefit retirement benefits through the California Public Employees' Retirement System (CalPERS). CalPERS is a multiple-employer public employee defined benefit pension plan.

All full-time and certain part-time City employees are eligible to participate in CalPERS. CalPERS provides retirement and disability benefits, annual cost of living adjustments and death benefits to plan members and their beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute.

The financial objective of a defined benefit pension plan is to fund the long-term cost of benefits provided to the plan participants. In order to assure that the plan is financially sustainable, the plan should accumulate adequate resources in a systematic and disciplined manner over the active service life of benefitting employees. This funding policy outlines the method the City will utilize to determine its actuarially determined contributions to fund the long-term cost of benefits to the plan participants and annuitants.

Pension Funding: A Guide for Elected Officials, issued by eleven national groups including the U.S. Conference of Mayors, the International City/County Management Association, and the Government Finance Officers Association, established the following five general policy objectives for a pension funding policy:

- **Actuarially Determined Contributions.** A pension funding plan should be based upon an actuarially determined contribution (ADC) that incorporates both the cost of benefits in the current year and the amortization of the plan's unfunded actuarial accrued liability.

- **Funding Discipline.** A commitment to make timely, actuarially determined contributions to the retirement system is needed to ensure that sufficient assets are available for all current and future retirees.
- **Intergenerational equity.** Annual contributions should be reasonably related to the expected and actual cost of each year of service so that the cost of employee benefits is paid by the generation of taxpayers who receives services from those employees.
- **Contributions as a stable percentage of payroll.** Contributions should be managed so that employer costs remain consistent as a percentage of payroll over time.
- **Accountability and transparency.** Clear reporting of pension funding should include an assessment of whether, how, and when the plan sponsor will ensure sufficient assets are available for all current and future retirees.

III. POLICY

A. Actuarially Determine Contribution (ADC)

CalPERS actuaries will determine the City's ADC to CalPERS based on annual actuarial valuations. The ADC will include the normal cost for current service and amortization of any under-funded amount. The normal cost will be calculated using the entry age normal cost method using economic and non-economic assumptions approved by the CalPERS Board of Administration.

The City will review the CalPERS annual actuarial valuations to validate the completeness and accuracy of the member census data and the reasonableness of the actuarial assumptions.

B. Additional Discretionary Payment (ADP) Contribution

The City will consider making ADP contributions with one-time General Fund resources, with the objectives of increasing the plan's funded status, by reducing the unfunded actuarially accrued liability, and reducing ongoing pension costs.

C. Pension Reserve Trust Fund Contribution

The City will establish and consider making contributions to an Internal Revenue Code Section 115 Pension Trust, with the objective of setting aside extra resources for future pension contributions at reduced investment risk to help smooth volatility from year-to-year fluctuations in annual required contributions.

D. Transparency and Reporting

Funding of the City's pension plans should be transparent to vested parties including plan participants, annuitants, the City Council and Roseville residents. In order to achieve this transparency, the following information shall be available:

- Copies of the annual actuarial valuations for the City's CalPERS plans shall be made available to the City Council.
- The City's Comprehensive Annual Financial Report shall be published on its website. This report includes information on the City's annual contributions to the pension systems and their funded status.
- The City's annual operating budget shall include the City's contributions to CalPERS.

E. Review of Funding Policy

Funding a defined benefit pension plan requires a long-term horizon. As such, the City will review this policy at least every five years to determine if changes to this policy are needed to ensure adequate resources are being accumulated.

City of Roseville

Other Post-Employment Benefits (OPEB) Funding Policy

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I. INTRODUCTION

The purpose of this Funding Policy is to state the overall funding goals for the City of Roseville OPEB Trust. The objective is to accumulate sufficient assets to fully finance the retiree healthcare benefits that the retired employees receive throughout retirement. In meeting this objective, the City will strive to meet the following funding goals:

- A. The City plans to continue to fund retiree medical benefits from operations until such a time as those expenses exceed the City's Actuarially Determined Contribution (ADC). At that time withdrawals from the OPEB Trust will be necessary.
- B. The City intends and plans to ultimately achieve full funding of its actuarially determined OPEB contributions by making increasing contributions to the OPEB trust, to the extent feasible, in the context of other competing demands for public services and employee compensation.
- C. Nothing in this funding policy shall constitute an obligation upon the City, nor an implied contract. The City Council may revoke or amend this policy in the best interests of the City.
- D. Funding of the OPEB Trust does not change the City's obligation or intent to fully pay annual medical costs for retirees.

II. BACKGROUND

The City of Roseville has provided a retiree health benefit to its employees for many years. As a cost reduction strategy, this benefit was eliminated for all bargaining unit employees classified as Tier III. Although eliminated for new employees, this benefit still remains in effect for the majority of the City's employees and must be addressed during the annual budget process.

In an effort to address the long term costs of this expense, a trust was created to begin funding this benefit. The process currently in place is to fund all actual retiree expenses incurred in the current year on a pay-as-you-go basis and make additional contributions to the trust fund.

III. POLICY

The City will engage an OPEB actuary to determine the City's ADC based on biennial actuarial valuations. The ADC will include the normal cost for current service and amortization of the under-funded liability. The normal cost is the current year cost of the program to provide the benefit for current employees in the future. The normal cost

will be calculated using the entry age normal cost method using appropriate economic and non-economic assumptions approved by the City.

The City will review the actuarial valuations to validate the completeness and accuracy of the employee census data and the reasonableness of the actuarial assumptions. Actuarial valuations involve estimates and assumptions about the probability of occurrence of events far into the future. Actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future.

The City will continue to appropriate the ADC in the annual budget for the pay-as-you-go costs of OPEB for current retirees and contributions to the OPEB Trust. In addition, a portion of any one-time monies remaining at the end of each fiscal year may be deposited into the trust, which amount will be determined by Council based on available funds and other priorities.

Funding OPEB requires a long-term horizon. The City will review this policy at a minimum biennially, coincident with preparation of the actuarial valuations, to determine if changes to this policy are necessary to ensure adequate resources are being accumulated to fund OPEB benefits.

City of Roseville
Workers’ Compensation and General Liability Funding Policy

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I. INTRODUCTION

The Workers' Compensation and General Liability Funding Policy documents the City's approach to providing adequate financial resources to fund the City's Workers' Compensation and General Liability Programs and establishing and maintaining adequate reserves in the Workers' Compensation and General Liability Internal Service Funds.

II. BACKGROUND

The City is self-insured for workers' compensation and for general liability. The Workers' Compensation and General Liability and Programs charge City departments and funds for the costs of providing for claims, as well as for the cost of administering the claims.

III. POLICY

In order to methodically and consistently measure the City's projected claims, the City will contract with a professional outside actuary to prepare annual actuarial valuation reports for both categories of claims. Program funding will be based on the annual actuarial valuation reports.

The City's funding policy will provide program funding at the 75% confidence level, including recognition of anticipated investment income. Confidence level is used by actuaries to determine the realistic possibilities that a given funding rate will be sufficient to cover all claims that might be incurred in any one program year. A 75% confidence level indicates that the funding rate should be adequate 75% of the time.

If either program maintains a balance above the minimum funding requirement, the excess reserves will be used to subsidize City contributions over a 1-5 year period depending upon the amount of the excess and the City's economic condition.

If either program has excess claims requiring additional contributions to the fund, the City will increase contributions over a 1-3 year period depending on the amount of the shortfall and the City's economic condition to get to the minimum funding requirement.

**City of Roseville
Interfund Loans Policy**

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I. PURPOSE

The City's Interfund Loan Policy documents the methods used by the City to demonstrate prudent financial management over interfund loans. The policy:

- Requires City Council approval of interfund loans, except for short-term working capital loans,
- Permits short-term interfund loans for working capital to cover Council-approved reimbursable grants and projects and other temporary timing differences in cash flows, and
- Prohibits interfund loans from being used to solve ongoing structural budget issues or hindering the accomplishment of any function or project for which the lending fund was established.

II. BACKGROUND

Interfund loans are the lending of cash from one City fund to another for a specific purpose and with a requirement for repayment. The practice of interfund loans is a recognized and necessary aspect of municipal finance. Such loans are typically short-term in nature, and constitute the allocation of resources between individual funds for working capital purposes.

III. POLICY

A. Long-term Loans

Interfund loans, other than short-term working capital loans, must be approved by the City Council. Council approval will include the following terms of the loan:

- Purpose of Interfund Loan
- Identification of the source fund
- Availability of unrestricted funds in the source fund
- Review of multi-year plans for use of source fund cash
- Analysis of legal or contractual restrictions
- Repayment of Interfund Loan

- Repayment must have a payment source and funding stream
- Specific repayment schedule
- Interest imposed at a rate equal to at least investment earnings if loan did not occur
- Other Considerations
- Feasibility of repayment
- Internal controls to monitor repayment

B. Short-term Loans

Short-term interfund loans for working capital to provide cash for Council-approved reimbursable grants and projects, are permitted. Short-term working capital loans are also permitted for temporary timing differences in cash flows when expenditures are incurred before revenue is collected. The source funds for working capital interfund loans are the General Fund and the Automotive Replacement Fund.

C. Prohibited Uses

- Interfund loans will not be used to solve ongoing structural budget issues.
- Interfund loans will not hinder the accomplishment of any function or project for which the lending fund was established.

City of Roseville
Request for Proposals (RFP) Policy
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I. INTRODUCTION

The purpose of this policy is to provide a uniform process for the issuance, evaluation, and selection of competitive proposals for services and/or customized goods.

II. DEFINITION

Request for Proposals (“RFP”) is a competitive proposal process whereby the City solicits proposals from potential proposers. The RFP process is used for requirements in which the desired outcome is known, but it is difficult to define the methodology or the exact materials or services required to achieve the desired results.

Objectives of the RFP process are to:

- A. Describe the City’s requirements and desired outcomes within a written specification;
- B. Solicit proposers for their proposed solutions;
- C. Describe key criteria to be used in the evaluation of proposals;
- D. Outline the terms and conditions under which the proposer(s) will operate or supply goods and/or services.

The City should use its best efforts to ensure that any RFP is as complete and thorough as possible, however should the scope of work or services of any RFP increase by twenty-five percent (25%) or more after publishing the RFP, that RFP should be withdrawn and any proposals rejected and a new RFP should be issued that includes the increased scope of work or services.

III. USE OF AN RFP

- A. Contracts for goods or services with an estimated value greater than the amount stated in Roseville Municipal Code (“RMC”) Sections 4.12.090 and 4.12.095 must be awarded by the use of competitive bids or an RFP, unless exempted by the City Council or law. Contracts for goods or services estimated to be equal or less than the amount stated in RMC Sections 4.12.090 and 4.12.095 may be awarded upon conclusion of informal interviews by representatives of the initiating department and other City staff, including the Purchasing Division (“Purchasing”), or by an RFP, as may be appropriate.
- B. Notwithstanding the foregoing, qualifying goods or services may be procured without issuing a RFP. A qualifying good or service is one where there is only a

single source for obtaining the particular good and/or service. Examples of sole source goods or services include, but are not limited to, patented, copyrighted, licensed items, specialized test equipment/facilities, critical schedule requirements, unique services, and standardized goods or services for which there is only a single source. Prior to contracting with a sole source, the initiating department shall complete the sole source authorization form. Furthermore, with respect to professional services with an estimated amount exceeding the amount stated in RMC Sections 4.12.090 and 4.12.095, such services may not be procured through sole source without the prior authorization of the City Manager and City Attorney.

IV. PUBLIC NOTICE

Public notice of the RFPs shall be given in the same manner as provided in RMC Section 4.12.090.

The originating department ("Department") should also generate a list of potential proposers to notify and direct them to the RFP section of the City's website to access the RFP.

V. FORM OF PROPOSAL

- A. City staff must use the City's latest version of the RFP template for the initial framework of the document and the City's Purchasing Guidelines should also be referred to. The RFP content should define the Department's needs and describe the scope of the work, allowing the potential proposer to develop the project details.
- B. Late proposals shall not be accepted, however staff may extend the time for submission of all proposals.
- C. Each proposal must be signed by an authorized representative of the proposer and include the legal name of the proposing organization and the signer's title. By signing the proposal it is presumed that the signer has authority to bind the proposer to the proposal's terms.
- D. RFPs are scored based on the criteria presented in the RFP. Proposers may propose any method or process to satisfy the scope of work in the RFP that maximizes responsiveness to the criteria stated in the RFP.

VI. EVALUATION FACTORS

Award of a RFP shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master averaged score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.

Proposals submitted will be reviewed by an evaluation panel. Members of the evaluation panel shall be comprised of City staff and at the option of City may include non-City staff upon approval of the City Manager and City Attorney. After the initial evaluation, proposers that have submitted the best and most complete proposals may be invited to one or more interviews. The number of proposers invited to an interview may vary depending upon the number of proposals submitted.

The RFP may indicate the relative importance of evaluation factors. The following are representative evaluation criteria that may be considered by the Department when preparing a RFP:

- A. Reputation and Experience. Does the proposer have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of his/her clients? Does the proposer have sufficient experience in the kind of work required?
- B. Capability and Availability of Staff. Does the proposer have qualified and experienced staff needed to perform the work?
- C. Understanding of the Problem. Does the proposer demonstrate a thorough understanding of the issues and has it developed a relevant and effective approach?
- D. Proximity of the Proposer. Although no preference shall be given to local businesses, proposer's office and/or staff proximity to City of Roseville offices or work location as it relates to the proposer's ability to be responsive to the project requirements may be considered.
- E. Cost. Whenever possible and appropriate, a proposer's fee or hourly rate should be secured as part of the proposal and considered in the evaluation process. Whenever possible, RFPs should specify methods of submitting proposed costs that can be compared directly with competing proposals.

The City reserves the right to make a selection without interviews; therefore, the proposal should be submitted on the most favorable terms that the proposer might propose.

Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process:

- Quality of presentation
- Ability to meet the City's business goals
- Communication style

A contract will be negotiated with the proposer considered best meeting the City's need for the project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the proposer considered next best in meeting the City's needs for the particular project.

The selected proposer will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.

Evaluation Score Sheets. Upon a request pursuant to section 1.8 below, a proposer is entitled to a master averaged score sheet that reflects the averaged evaluation scores of the proposers during the evaluation panel's initial evaluation and the ranking of proposers from any interview (individual score sheets and/or notes are temporary and are not retained following a determination of the evaluation panel). The master score sheet and ranking shall be prepared by City staff prior to notifying any proposers of the results.

VII. DISCUSSIONS WITH PROPOSERS AND REVISIONS TO PROPOSALS

- A. As provided in the RFP, discussions may be conducted with responsible proposers. These discussions shall be for the purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements. The proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted prior to the evaluation panel's determination of the award recommendation for the purpose of obtaining best and final proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers.
- B. After the evaluation panel has determined the proposer(s) to be recommended for award, the Department may enter negotiations with the recommended

proposer(s) to finalize proposed services and price before the evaluation panel's formal notice of intent to award is made.

VIII. AWARD PROCESS

- A. The award is made to the proposer(s) that is determined to best meet the overall needs of the City. For contracts for goods or services with an estimated value greater than the amount stated in RMC Sections 4.12.090 and 4.12.095, the award of such contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract with an estimated value greater than the amount stated in RMC Sections 4.12.090 and 4.12.095.
- B. Rejection of RFP. The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any proposer(s) in response to any RFP. RFPs do not constitute any form of offer to contract.
- C. Multiple Award. The City reserves the right to award the contract to multiple proposers when applicable.
- D. A formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.

IX. PUBLIC DISCLOSURE

In accordance with the California Public Records Act, proposals submitted in response to a RFP, master averaged score sheets from the initial evaluation, and/or rankings from any interview shall be made available upon a public records request only after: (1) the proposal evaluation process is complete, (2) a contract has been negotiated, and (3) notice of intent to award has been made and/or the contract is placed on a City Council meeting agenda.

X. PROTESTS

- A. Protest Requirements
 - 1. Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be

allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

2. RFPs must include a notification to prospective proposers of this protest policy.
3. Departments must notify and consult with Purchasing and the City Attorney's Office immediately upon becoming aware of any potential or actual protest. In the event of a proper protest, the RFP process shall be stayed pursuant to Section X (D) of this Policy.

B. Grounds for Protest

1. The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.
2. The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

C. Administrative Review

Upon receipt of the protest in accordance with Section X (A), and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

D. Stay of Action during a Protest

In the event a protest is filed under Section X, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

1. The City Manager or designee makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or
2. The City decides to reject all proposals and issue a new RFP.

City of Roseville
Internal Control Policy

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I. INTRODUCTION

The purpose of this City policy is to document the internal control framework adopted by the City and to formalize certain policies and procedures to further the goal of fiscal responsibility through effective and comprehensive internal controls.

II. BACKGROUND

The City has a responsibility to taxpayers, ratepayers and constituents regarding stewardship of public funds and other assets. In the City's efforts to serve the public as City officials or employees, the City establishes this Internal Control Policy using recognized best practices and state and federal guidelines. California Government Code (GC) section 12422.51 requires the State Controller to develop internal control guidelines applicable to local agencies. The intent of the legislation was to assist local agencies in establishing a system of internal control to safeguard assets and prevent and detect financial errors and fraud. The City's Internal Control Policy conforms to the State Controller's Office (SCO) Internal Control Guidelines for California Local Agencies, as well as to the federal Office of Management and Budget (OMB)'s "Green Book", Standards for Internal Control in the Federal Government. The internal control framework adopted by the SCO and OMB in their guidelines was originally developed by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), an organization that develops guidelines for businesses to evaluate internal controls, risk management, and fraud deterrence.

Internal control is defined as a process effected by an entity's oversight body, management and other personnel that provides reasonable assurance the entity's objectives will be achieved. Internal controls are policies and procedures put in place to help achieve goals and objectives. There is however an inherent limitation on the effectiveness of any internal control due to the cost/benefit relationship that must be considered, meaning that the cost of the internal control should not outweigh the potential benefit of the control.

III. FIVE COMPONENTS OF INTERNAL CONTROL

Internal control is comprised of five components that work together in an integrated framework:

- Control Environment
- Risk Assessment
- Control Activities
- Information and Communication
- Monitoring Activities

A. Control Environment

The control environment is the foundation for all other components of internal control, providing discipline and structure. Moreover, management establishes the tone at the top regarding the importance of internal control and expected standards of conduct and reinforces expectations at various levels. Control environment factors include the integrity, ethical values and competence of the City's personnel; the way management assigns authority and responsibility and organizes and develops its personnel; and the attention and direction provided by the City Council.

The control environment is the set of standards, processes, and structures that provide the basis for carrying out internal control across the City. The City Council and management establish the “tone at the top” regarding the importance of internal control, including expected standards of conduct, which then cascade down throughout the various levels of the organization and have a pervasive effect on the overall system of internal control. The control environment extends beyond the idea of culture and comprises the following:

1. The City’s integrity and ethical values
2. The City Council’s oversight responsibilities
3. The assignment of authority and responsibility
4. The process for attracting, developing, and retaining employees
5. The measures, incentives, and rewards to drive accountability for performance

The City’s control environment is influenced by a variety of factors including its history, values, market, and the competitive and regulatory landscape. An organization that establishes and maintains a strong control environment positions itself to be more resilient in the face of internal and external pressures.

The City’s policies and procedures include but are not limited to:

1. City Management has established the values and operating style for the organization through its Core Competencies and relevant policies and procedures, and communicated them to all employees.
2. City Council and management, as well as designated code filers identified by Resolution No. 22-042 (including as periodically readopted, replaced,

amended, and revised), receive and update their ethics training as required by AB 1234.

3. The City regularly considers the structure of the organization in terms of its size and the nature of its operation.
4. Management has established policies and practices reflecting expectations of competence.
5. Management provides the mentoring and training needed to attract, develop, and retain sufficient and competent personnel.

B. Risk Assessment

A local government's risk assessment process involves identifying risks to achieving organizational objectives, assessing the design of internal controls that mitigate these risks, and assessing whether the controls are effective. Risk assessment must be conducted by management on an on-going basis and include the following steps:

1. Define objectives clearly to enable the identification of risks and define risk tolerances.
2. Identify, analyze and respond to risks related to achieving the defined objectives.
3. Consider the potential for fraud when identifying, analyzing and responding to risks.
4. Identify, analyze and respond to significant changes that could impact the internal control system.

Internal changes such as changes in operating activities, the control environment, or organizational structure in addition to external changes such as changes within the regulatory environment, technological and economic changes all have an effect on risk. For this reason, a continuing effort to assess changes in risk and their effect on internal controls must be conducted.

The City's policies and procedures include but are not limited to:

1. City management addresses risk assessment in conjunction with the supervision of staff. When providing direction to staff in the performance of their duties, management may identify information as to the types of

errors, policy violations, fraud, or noncompliance to which they should be attentive in the performance of their duties.

2. City Department Head Team communicates regularly about new or changed risks, conditions, actions, or events that may impact the ability of departments to manage the risks relevant to their operations.
3. Finance personnel attend training sessions to become aware of new accounting pronouncements and emerging issues in order to further identify and manage risks associated with proper financial reporting.
4. Departments send staff to conferences and program training sessions for the purpose of identifying likely risks of noncompliance, fraud, and error relevant to the programs that they manage.
5. The Information Technology (IT) Department periodically identifies and communicates risks for which employees should be particularly vigilant.

C. Control Activities

Control activities are the policies and procedures that help ensure that management directives are carried out. Control activities, whether within IT or manual systems, have various objectives and are applied at various organizational and functional levels. Examples of specific control activities include those relating to the following:

1. Authorization
2. Financial performance reviews
3. Information processing
4. Physical controls
5. Segregation of duties

The City's policies and procedures include but are not limited to:

1. Staff perform timely bank reconciliations as an effective tool to detect errors.
2. Internal financial reports are reviewed and compared to budget on a periodic basis and variances are investigated.
3. Purchasing guidelines are established that detail authorization limits, when contracts are required, and when purchases are subject to bidding or informal quotes.

4. Positive pay, which is a banking service to quickly detect check fraud, is employed.
5. Investment and debt policies are approved by Council to define the parameters and authorizations for investing and issuing long-term debt.
6. Procedures are established to ensure timely repayment and compliance with on-going debt covenants.
7. The Council-adopted budget ordinance is the policy used to establish budgetary control and the approval process required for budget adjustments.
8. Exceptions to any City policy or Administrative Regulation must be documented in writing and approved by an Assistant City Manager or the City Manager.

D. Information and Communication

Information is necessary for an entity to carry out internal control responsibilities to support the achievement of its objectives. Management obtains or generates and uses relevant and quality information from both internal and external sources to support the functioning of other components of internal control. Communication is the continual, iterative process of providing, sharing, and obtaining necessary information. Internal communication is the means by which information is disseminated throughout the organization, flowing up, down, and across the entity. It enables staff to receive a clear message from management that control responsibilities must be taken seriously. External communication is twofold as it enables inbound communication of relevant external information and provides information to external parties in response to requirements and expectations.

Communication is not an isolated internal control component. It affects every aspect of an organization's operations and helps support the system of internal control. The feedback from this communication network can help management evaluate how well the various components of the system of internal control are working.

The City's policies and procedures include but are not limited to:

1. The City Council adopts annual budgets and budget adjustments after a budget development process that encourages public engagement.

2. Staff provide quarterly financial reports to the City Council for review.
3. City management provides written instructions to all financial personnel with a role in the budget development and year-end close processes.
4. The City uses intranet and internet sites to communicate important information to employees, the City Council, and the public. Information provided on internet sites includes annual financial reports, adopted budgets, and summaries of City Council actions.
5. The City uses management-authorized job descriptions for all personnel.
6. The City monitors events at the state and national levels for pertinent legislative and regulatory actions.
7. Meetings of management personnel are conducted to review City Council agenda items, new initiatives, budget updates, and other important information.
8. City departments conduct staff meetings which provide an opportunity for information sharing up, down, and across the organization.

E. Monitoring

Monitoring involves evaluating the effectiveness of internal controls on an on-going basis and taking remedial actions when necessary. On-going monitoring activities often are built into the normal recurring activities and include regular management and supervisory activities. Management's monitoring of controls includes considering whether they are operating as intended and that they are modified as appropriate for changes in conditions.

The City's policies and procedures include but are not limited to:

1. Staff use the quarterly review of budget-to-actual reports to ascertain the on-going quality of the accounting controls that are used to produce reliable and consistent financial information about the City.
2. Staff respond to information received from employees regarding the accuracy of their payroll checks in order to give the City information about the quality of the internal controls associated with the payroll process.

3. Staff respond to information received from vendors regarding the accuracy of payments made on vendor invoices in order to give the City information about the quality of the internal controls associated with the accounts payable process.
4. Staff respond to information received from customers regarding the accuracy of utility billings in order to give the City information about the quality of the internal controls associated with the utility billing system.
5. Staff follow up on corrective action plans for audit findings until recommendations are implemented.

City of Roseville

Procurement Code of Ethics Policy

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I. INTRODUCTION

Public employees are stewards of public funds and must ensure that expenditures of public funds, such as through the procurement and contracting process, occur in an ethical and responsible manner. All employees must perform their duties impartially to assure fair, competitive access to governmental procurement and to discourage conduct that is inconsistent with the proper execution of the employee's duties. Moreover, public employees must maintain a standard of conduct that inspires public confidence and trust in the integrity of the City's procurement process.

II. PURPOSE

The purpose of this policy is to provide a well-defined and established code of ethics for City of Roseville employees, including public procurement professionals, who interact with the public and represent the City in any way in relation to all procurement activities and to ensure integrity in the procurement and contract process.

III. POLICY

It is the policy of the City of Roseville to foster public confidence in the integrity of the City's procurement process by ensuring that all employees who engage in public procurement adhere to the City's Procurement Code of Ethics Policy (incorporating and aggregating by reference applicable established Administrative Regulations (AR), policies, rules, etc.) to perform their duties with integrity, honesty, fairness, and transparency and to avoid conflict of interests including offers of personal benefit.

This Policy, as described above, integrates the following non-exhaustive list of already-established ARs, policies, rules, etc.:

- AR 2.03 – Harassment, Discrimination, and Retaliation Policy
- AR 2.14 – Acceptance of Gifts and Gratuities by City Employees
- AR 3.01 – Use of Service Agreements
- AR 4.02 – Department Head and Supervisor Responsibility for Conflict of Interest Compliance
- AR 4.06 – Prohibited Conflicts of Interest with Regard to Administering Federal Funds
- AR 4.07 – Authorized Signatures on Contracts
- AR 4.08 – Contract Change Order Authority
- AR 6.07.1 – City Credit Card – Card Usage Policy
- AR 6.11 – Travel/Lodging and Meal Expenses
- Personnel Rule 3.01.030 – Anti-reprisal
- Personnel Rule 3.15.030 – Gifts and Gratuities

- Personnel Rule 3.15.040 – General Employee Conduct
- Personnel Rule 3.16.020 – Causes for Discipline
- RFP Policy
- Purchasing Guidelines
- PCard Policies and Procedures
- Resolution No. 22-042

IV. STANDARDS OF ETHICAL CONDUCT

- A. Employees shall act impartially and with the highest degree of integrity to foster public confidence in city government, and will make every effort to ensure open and fair competition for all available City business in accordance with the Roseville Municipal Code and this Policy.
- B. Employees shall conduct themselves in a courteous and professional manner with vendors, contractors, consultants and suppliers, henceforth referred to as “vendors”; internal customers, and members of the public with whom they come into contact, striving to act objectively and without discrimination or bias of any form.
- C. Employees shall not use confidential or sensitive information acquired in the course of their duties for personal gain or for the benefit of family or friends, and will act only within the official level of their authority.
- D. Employees shall keep their supervisor informed as necessary, immediately upon learning of a potential or existing problem that may impact the integrity of a procurement or contract activity.
- E. Employees shall not willfully or unlawfully conceal, remove, mutilate, falsify, or destroy any government document or record (unless destruction is occurring pursuant to other applicable policies), nor shall they make any false or fictitious statements in connection with any official procurement matter, document or record.

V. CONDUCT WITH OUTSIDE VENDORS AND CONTRACTORS

- A. Employees shall base all purchases on the principle of competitive bidding/quotes and City practices consistent with the existing laws and policies of the City.

- B. Employees shall grant all competitive quotes or bids equal consideration, regard each transaction on its own merits, and promote fair, ethical, and legal trade practices. Employees shall not give out information about bids or bidders prior to bid opening and as consistent with current policies and practices. Any information provided must be provided in a controlled manner to ensure that all potential bidders receive the same information at the same time.
- C. Employees shall refrain from showing favoritism or being influenced by outside vendors through the acceptance of gifts, gratuities, loans or favors.
- D. Employees shall refrain from requiring outside vendors to pay to be included on an approved or preferred vendor/contractor list.
- E. Employees shall refrain from requesting donations of goods or services to the City.
- F. Employees shall avoid the exertion of undue influence or abuse of power.

VI. CONFLICT OF INTEREST IN PROCUREMENT

These guidelines shall be read in conjunction with existing laws, rules, policies and practices, including City Resolution No. 22-042 (including as periodically readopted, replaced, amended, and revised), designating required code filers, applicable FPPC laws, rules and regulations.

- A. Employees shall avoid all potential or actual conflicts of interest to ensure that all procurement decisions are made in an independent and impartial manner.
- B. Purchasing staff and others who regularly participate in contract activities on behalf of the City must disclose relevant financial interests as required by State Law and by City policy and to annually review those statements in conjunction with this Policy and other ethical standards.
- C. If a possible conflict of interest is identified, it must be reported to the Department Head and reviewed and documented with the City Attorney's Office.
- D. Employees shall declare a conflict when a vendor is to be selected for contract award that employs them, or their immediate family member or partner, or is about to employ them.

- E. Employees shall, upon learning that the City is conducting or intends to conduct business with a vendor with which they, or a member of their immediate family have a financial interest, immediately disclose this real or apparent potential conflict of interest to their supervisor and refrain from all activity with respect to this vendor.
- F. Employees shall not, in the performance of their official duties, participate directly or indirectly in any matter pertaining to any contract, or subcontract, and any solicitation or proposal thereof, in which to the employee's knowledge:
 - 1. They or any member of their immediate family has a disqualifying financial interest;
 - 2. A business or organization in which they or any member of their immediate family has a disqualifying financial interest as an officer, director, trustee, partner or employee, is a party; or
 - 3. Any other person, business, or organization with whom they or a member of their immediate family is negotiating or has an agreement concerning prospective employment, is a party.
- G. Direct or indirect participation, for purposes for Section (VI)(G), shall include, but is not limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement transaction, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

For any situation in which there is uncertainty and for the protection of the employee and the City, the facts of each situation should be evaluated in coordination with the City Attorney's Office.

VII. CONFLICT OF INTEREST CHECKLIST

- A. Employees should consider all of the following questions to determine whether a potential or actual conflict of interest exists through their participation in a proposed procurement or contract activity – each situation is fact-sensitive and this list is intended to provide general guidance only:
 - 1. Personal Relationships

- a) Do you currently have or have had any official, professional, financial, or personal relationships with any person or firm associated with the proposed procurement activity?
- b) In your opinion, might this affect your judgment or your ability to execute the proposed procurement activity in a fair and impartial manner?

2. Stock and Investments

- a) Do you own any stock in any company likely to be affected by or involved in the proposed procurement activity?
- b) Does your spouse, domestic partner, or a dependent own any stock in any company likely to be affected by or involved in the proposed procurement activity?
- c) Do you hold any investments in any entity (e.g., partnership, limited liability company, or a trust) likely to be affected by or involved in the proposed procurement activity?
- d) Does your spouse, domestic partner, or a dependent hold any investments in any entity (e.g., partnership, limited liability company, or a trust) likely to be affected by or involved in the proposed procurement activity?

3. Employment and Consulting

- a) Is your spouse, domestic partner, or a dependent employed/retained by anyone likely to be affected by or involved in the proposed procurement activity?
- b) Has your spouse, domestic partner, or dependent been previously employed/retained by anyone likely to be affected by or involved in the proposed procurement activity?
- c) Have you been employed/retained by anyone likely to be affected by or involved in the proposed procurement activity?

4. Payment or Gifts

- a) Within the past 12 months, have you received any payments or gifts of \$50.00 or more from anyone likely to be affected by or involved in the proposed procurement activity?
- b) Within the past 12 months, has your spouse, domestic partner, or a dependent received any payments or gifts of \$50.00 or more from anyone likely to be affected by or involved in the proposed procurement activity?

5. Real Estate

- a) Do you own real property that is likely to be affected by or involved in the proposed procurement activity?
- b) Does your spouse, domestic partner, or a dependent own real property that is likely to be affected by or involved in the proposed procurement activity?

6. Positions

- a) Do you currently hold a position (e.g., member of a board of directors) of any entity (e.g., a company, partnership, association, nonprofit) that is likely to be affected by or involved in the proposed procurement activity?
- b) Does your spouse, domestic partner, or a dependent hold a position (e.g., member of a board of directors) of any entity (e.g., a company, partnership, association, nonprofit) that is likely to be affected by or involved in the proposed procurement activity?

- 7. Are you aware of any facts or circumstances that might give someone the impression that your participation in this process would create a conflict of interest?

VIII. CONFIDENTIALITY DURING THE RFP EVALUATION PROCESS

City employees, vendors, and outside evaluators who participate in the Request for Proposals (RFP) evaluation process shall not share any information about responses received and the evaluation process until the City issues a Notice of Intent to Award and as described in the RFP Policy.

City of Roseville

Roseville Electric Utility Financial Policy

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I. PURPOSE

The purpose of Roseville Electric Utility's financial policies is to provide management guidance to maintain a fiscally sound utility.

II. BACKGROUND

Establishing financial policies assists the utility by:

1. Providing long term direction
2. Providing guidance for managing resources
3. Setting goals for rate planning
4. Maintaining and improving bond ratings and outlooks
5. Adopting metrics to measure and sustain a strong financial position.

Roseville Electric Utility uses financial ratios from these policies to analyze performance trends and compare financial results to other utilities. These ratios and benchmarks are also used by credit rating agencies, investors, and bond insurers to measure credit worthiness.

III. POLICY

The five financial policies include:

- Rate Stabilization Fund
- Debt Service Coverage Ratio
- Days Cash on Hand
- Fixed Cost Coverage
- Debt Service Reserve

1. Rate Stabilization Fund

Maintain a rate stabilization fund (contingency reserves) balance of a minimum 40% and maximum 90% of operating expenses with a target balance of 65%.

The purpose of the rate stabilization fund is to provide reserves to cover large contingencies such as fluctuation in fuel costs, while limiting or leveling out the impact of cost increases to rate payers. Reserve adequacy is reviewed carefully by rating agencies, bond insurers, and bondholders when evaluating a company's financial position.

The balance in the rate stabilization fund will fluctuate from year to year as funds are transferred into and from operations, maintaining level rates for our customers. The goal is to maintain an average target for the rate stabilization fund of 65% of the annual operating expenses, accepting a range of 40% to 90% in any fiscal year. By establishing a goal to maintain the rate stabilization fund at 65% of operating costs, Roseville Electric Utility should possess sufficient reserves available for contingencies.

2. Debt Service Coverage Ratio

Maintain an annual debt service coverage ratio of minimum 2.0. Maintain a debt service coverage requirement as required by bond covenants.

The debt service coverage ratio is one of the primary measures of a utility's financial position. This ratio calculates funds available to pay debt service and measures a utility's ability to meet its annual debt obligations. This is a key indicator used by rating agencies, bond insurers, and investors in evaluating our ability to meet our annual debt obligations. The formula is (annual net revenues annual debt service obligations).

3. Days Cash on Hand

Maintain a cash balance (excluding restricted items) greater than 250 days.

Days cash on hand is an indication of how many days operating expenses could be paid before additional income is needed. It measures a utility's ability to meet its annual operating obligations. This is a key indicator used by rating agencies, bond insurers, and investors in evaluating our ability to meet our operating obligations. The formula is (cash*365 / annual operating expenses - depreciation).

Restricted cash and cash held with joint powers agencies are excluded from the calculation.

4. Fixed Cost Coverage

Minimum fixed cost coverage ratio of 1.5.

Fixed cost coverage is an indication of how many times fixed costs can be paid from income. This is a key indicator used by rating agencies, bond insurers, and investors in evaluating the utility's ability to pay fixed costs. The formula is (Net revenue – net transfers (including General Fund transfers) not included in net revenue + total debt service) / (total debt service). The debt service includes Roseville's off balance sheet debt obligation held by joint powers agencies.

5. Debt Service Reserve

Maintain a fully funded debt service reserve as required by bond covenants.

Debt service reserve ensures adequate cash is available to fund payments to bond holders. Actual cash is held by a fiscal agent and a reservation of fund balance is recorded in the financial statements. The value is set by bond covenant documents and is typically equal to one full year of debt service.

City of Roseville
Environmental Utilities Financial Management Policy

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1. Executive Summary

The Roseville Environmental Utilities Department (the “EUD” or the “Department”) manages the city’s water, wastewater and solid waste utilities (the “Utilities”). The Utilities are separately managed financial entities and as such, each faces different constraints and environments and must manage its finances accordingly. With this notion in mind, the Utilities developed this Financial Management Policy (the “Policy”) with the intent of giving each Utility a set of guidelines with which it can successfully and prudently manage its finances.

The Policy affirms the currently used Rehabilitation and Enterprise Fund guidelines, clarifies and adjusts targets for cash flows available for debt service and operating costs, and establishes targets for sizing Reserves (previously 10% of Operating Expenses).

Specifically, the Policy sets cash flow management guidelines for both the debt holding and non-debt holding enterprises and recommends reserve levels based on each Utility’s respective risk profile. To the extent that a Utility holds public debt, the Policy establishes Debt Service Coverage (“DSC”) targets to ensure the Utility’s ability to meet both its operating and debt service obligations; otherwise, the Policy recommends managing cash flow by targeting an Operating Ratio (Operating Income divided by Operating Expenses). The Policy then sets recommends reserve levels in order to help the Utilities manage exposure to operating risks, critical failures, and rate volatility. The Policy also provides recommended conditions for rate actions when cash flows and/or Reserves deviate from their prescribed targets.

2. Introduction

The Utilities are publicly-owned community assets for the City of Roseville (“Roseville” or the “City”) that provide safe, reliable, competitively-priced water, wastewater, solid waste, and recycled water services to all of their customers. The Utilities prepared the Policy with the intent of establishing guidelines for managing the financial profiles of each Utility.¹

The Policy is divided into six sections: Purpose, Defining Financial Strength, Enterprise Fund Fees and Rates, Rehabilitation Funds, Recommended Debt Service Coverage and Operating Ratio Policies, Recommended Reserve Policies, and Interaction between Coverage and Reserves.

It is intended that to maintain relevance, the Utilities will revisit the Policy periodically if there is a material change in risk exposures or conditions.

¹The Policy focuses on the Water, Wastewater, and Solid Waste Utilities as the Recycled Water Utility does not keep independent financial records but is currently part of the Wastewater Utility.

3. Purpose

The purpose of this Financial Management Policy is to provide a set of guidelines for prudently managing the financial profiles of the Utilities. In practice, this Policy will discipline the budgeting and rate setting practices, establish guidelines to improve the financial health of each Utility over the long term, and seek to balance the need for capacity growth while maintaining competitively low rates.

Like all enterprises, the Utilities manage cash flow to cover expenditures and hold reserves to address anticipated and unanticipated funding requirements.

The Policy is based upon the understanding that the following factors are important and should serve as the relevant goals of the Policy. These goals establish that each Utility should:

1. Manage rates to avoid significant year-over-year rate adjustments.
2. Strive to maintain and invest in its respective system.
3. Maintain reserves for financial exposures.
4. Cost-effectively obtain funds to maintain and invest in its respective system.

The Policy is further intended to offer the Roseville City Council (the “City Council”) guiding directives to staff for decisions and recommendations related to the financial profile of each Utility.

The Policy is not prescriptive in terms of how the Utilities set rates; however, there is a nexus between the rates that each Utility charges and its respective financial profile. While the Policy attempts to recognize the balance between each enterprise’s risk management, financial risk management and rate setting, the Policy cannot resolve conflicts between competing objectives and so it instead provides guidelines for the financial management of each Utility to be considered by the City Council and staff in coordination with other considerations.

4. Defining Financial Strength and Credit Considerations

The Utilities’ businesses are subject to a number of significant environmental, market, and regulatory considerations on national, state, and local levels. The determination of financial strength is subjective, but it ultimately relates to the expectation that the Utilities can continue to meet their primary financial goals in the context of the macro considerations that each Utility faces.

Anticipated and Unanticipated Financial Considerations

One characteristic of financial strength is the ability to prepare for anticipated events and obligations including, but not limited to:

- Operation and maintenance expenses (O&M).
- Debt service payments.
- Exposure to weather related events such as droughts.
- Response to existing or impending regulations.

Another characteristic of financial strength is the ability to address unanticipated considerations including, but not limited to:

- Unanticipated general reduction in customer demand.
- One or more operational events (natural disaster or other events including force majeure, etc.) that could dramatically increase costs or reduce resource options, the loss of one or more large customers.
- Market disruption that increases the cost of borrowed funds.
- Counterparty's inability to perform on a contract.
- Change in regulatory or environmental regulations.
- Unanticipated increase in compensation costs.

While such considerations are by nature, unanticipated, the Policy recognizes that the financial strength of each Utility is at least partially related to the ability to address such considerations should they arise.

Ratings as Indicators of Financial Strength

While credit ratings are important yardstick indicators of financial strength, the Policy is not focused on maintaining credit ratings but rather the overall financial strength of the Utilities as only some of the Utilities have or will have ratings. It is expected, however, that by following the guidelines of the Policy, the Utilities will maintain strong credit ratings.

Specifically, it is expected that the Water Utility will be able to maintain A+ category ratings and will be able to make a strong case for AA- category ratings while the Wastewater Utility will be able to support the South Placer Wastewater Authority ("SPWA") in maintaining A or higher, category ratings. SPWA issues debt on behalf of the City of Roseville, Placer County and South Placer Municipal Utility District for regional wastewater treatment facilities to be used by these agencies.

5. Enterprise Fund Rates and Fees

Environmental Utilities are 100% self-sufficient. The primary revenue streams for the Utilities are rates and fees established by the City Council. This Policy identifies the manner in which rates and fees are set and the extent to which they cover the cost of services provided. A revenue system that requires the identification of both the cost of the programs and the portions of the cost that will be recovered through those revenues allow the Department and its utility customers to develop a better understanding of the cost of services and to consider the appropriateness of established rates and fees.

Policy

The City will set rates and fees at levels related to cover the reasonable cost of providing services which includes direct and indirect costs such as operating and maintenance, overhead, infrastructure rehabilitation, and debt service. The Department will review these rates and fees annually in the budget process and will recommend rates that are expected to produce revenues sufficient to fully fund the reasonable costs of providing services. Further,

- All rates and fees shall be adopted in accordance with the provisions of Prop 218 and AB1600.
- The City will examine utility rates through the cost of service process every two years or as otherwise determined in an effort to avoid the rate shock that occurs when rates are evaluated less frequently.
- Revenue and expenses will be projected using conservatism.
- Revenue requirements will be based on long-term planning objectives.

During the rate and fee setting process, the City will consider the rates and fees of other agencies as comparing the City's rates and fees to other agencies' provides useful background information because:

- Other agencies' rates and fees reflect in some ways the current "market's" rates for similar services provided by the Utilities and can assist the City is assessing the reasonableness of proposed rate and fee changes.
- They can serve as a benchmark for how cost-effectively the Utilities are providing their services.

Rates and fee comparisons, however, should never be the sole or primary criteria used in the City's rate and fee setting process. The City should also place under consideration:

- What level of cost recovery is the rate and/or fee intended to achieve?
- What costs are considered in the computation of rates and fees?
- Timing: When was the last time the other agencies' fees were comprehensively evaluated?

- What level of service do the other agencies provide compared to the City's?
- Are other agencies' rate structures significantly different than the City's and what is each entities' rate structure intended to achieve?

6. Rehabilitation Funds

The Utilities have established Water, Wastewater and Solid Waste Rehabilitation Funds (the "Rehabilitation Funds". The Water and Wastewater Rehabilitation Funds administer the capital rehabilitation and replacement of existing infrastructure assets. Solid Waste Rehabilitation Funds are used for the rehabilitation and replacement of bins and cans.

Policy

Sources of Revenue

The primary source of revenue for the Rehabilitation Funds is Utility rates. City Council adopted Utility rate schedules include an amount for the rehabilitation or replacement of infrastructure assets or capital assets for each utility. The rates are collected in the Operations Funds and transferred to the Rehabilitation Funds.

The Wastewater Rehabilitation Fund also includes local wastewater connection fees. These fees are collected for the specific purpose of purchasing and/or replacing capital equipment required for the maintenance of wastewater facilities. Other sources of revenue for the Wastewater Rehabilitation Fund include:

- Interest earned on unexpended funds or reserves that will remain in the Rehabilitation Funds and be available for approved expenditures.
- Any grant, loan, or other source of revenue obtained for the purpose of capital rehabilitation or replacement or infrastructure assets will be included in the Rehabilitation Fund, made available for approved expenditures, and accounted for as required by the grant, loan, or other source.

Expenditures

Rehabilitation Funds may only be used for Water and Wastewater infrastructure asset or Solid Waste capital asset capital rehabilitation or replacement expenditures. These expenditures:

- Must serve the purpose of benefiting the existing Water, Wastewater, or Solid Waste Utility customers.
- Must be approved by City Council.
- Must be included in the Rehabilitation Plan unless needed for unanticipated utility emergency purposes.

- May include updates necessary to comply with changes to regulatory requirements.
- Must be necessary to maintain the existing level of service which may include technological advancements.
- Must not increase capacity or conduct improvements beyond the scope described above.
- May be approved to pay for the respective utilities' debt service.
- If incurred in conjunction with an outside source of revenue (i.e. grant), must be accounted for as required by the outside revenue source.

Investments

Investments must be made in accordance with City investment policies.

Fund Balances

The Rehabilitation Funds will be administered independent of each other and of any other funds within the Utilities or the City. Lending of funds to or from the Rehabilitation Funds must be approved by City Council, must be considered only for the benefit of the respective water, wastewater, and solid waste systems and utility funds, and only for the benefit of the respective water, wastewater, and solid waste customers. Interest will be paid at the then prevailing interest rate for city-pooled investments. Further, the majority of each Utility's Rehabilitation Fund balances should be invested or held in "liquid" assets (e.g., cash, money market accounts, treasuries, etc.) in order to ensure that immediate rehabilitation expenses can be met in a timely manner. Lending from the Rehabilitation funds will only be considered if they do not conflict with planned capital plan needs over the horizon of the repayment period.

Assessment of Capital Plan

The water and wastewater capital rehabilitation and replacement needs will be reevaluated periodically. Items to be considered include, but are not limited to:

- Asset lifetimes by class of asset
- Inflation rates for both operating and capital costs
- Unit costs for asset replacement
- Fund interest yield rates
- Condition, criticality, and operational usefulness of assets
- Desired levels of service
- Consequences when desired levels are not met
- Risk of asset failure and level of acceptable risk of failure
- Measurements of various asset attributes that indicate how well an asset performs

The amounts transferred from Operation Funds to Rehabilitation Funds will be adjusted as necessary to reflect changes in the rehabilitation and replacement funding requirements. The impact of such adjustments on utility rates will also be analyzed to determine if an adjustment to water, wastewater, or solid waste utility rates is necessary.

Roseville Public Utilities Commission

The Roseville Public Utilities Commission will provide recommendations on the implementation of these policies, as appropriate, consistent with their role as an advisory body to the Roseville City Council.

Rehabilitation Fund Policy Review

The Rehabilitation Fund Policies designate a reassessment of the policies from time to time to determine if any changes are necessary. Any changes must be approved by the City Council.

7. Recommended Debt Service Coverage and Operating Ratio Policies

This Policy recommends managing funds primarily to Debt Service Coverage (“DSC”) or Operating Ratios while maintaining a focus on reserves as well in order to meet each Utility’s management goals.

Policy

A practical minimum DSC is 1.00x without reserves because at 1.00x, the Utilities are paying operating costs and debt service on a cash flow basis. There are, however, below the line cash outflows that should also be considered.

Direct Debt Service Coverage and Operating Ratio Policy

This Policy recommends the Water and Wastewater Utilities maintain DSC of 1.80x. This level maintains a cushion above the bond covenant requirement of 1.10x for the Wastewater Utility and 1.20x for the Water Utility. At 1.80x DSC, the Water and Wastewater Utilities can reliably use cash flow to pay for their operations including related depreciation expenses. The 1.80x DSC would leave adequate cash funding available to invest in general system improvements; however, significant capital improvements or additions would probably have to be financed with debt. This strikes a balance between funding capital through higher rates paid by current customers and funding capital through bond financing paid by future customers.

The Solid Waste Utility has historically enjoyed stable Net Operating Revenues. Due to the lack of volatility and overall lack of depreciable assets, it is recommended that the Solid Waste Utility maintain an Operating Ratio of 1.30x. The 1.30x Operating Ratio would leave

sufficient cash funding available to invest in any necessary capital improvements on a pay-go basis.

Using Reserves to Meet Coverage

The Policy recommends that the Utilities calculate DSC and Operating Ratios without Reserves and without accounting for Rate Stabilization Fund draws. The use of rolling coverage in calculating DSC is very useful for legal compliance purposes but it is not recommended for operating and financial management purposes as it may give an inaccurate depiction of financial health.

8. Recommended Reserve Policy

Reserves are important to the Utilities because they help to:

- Ensure cash exists for the timely payment of bills.
- Maintain the short-term and long-term financial health of each Utility.
- Maintain stable rates for customers.
- Fund unanticipated cost contingencies.
- Ensure funds exist for system improvements.
- Act as a significant factor in bond ratings.
- Identify when financing should be procured.
- Identify the need for rate actions.

Policy

The most common approach to sizing Reserves is by number of days of expenses. Water and wastewater utilities of about equivalent size to the City of Roseville Water and Wastewater Utilities typically have reserves of at least 250 days. Reserves of approximately 365 Days' Cash would be more typical for AA-/A+ category rated utilities and would be more appropriate to match the risks that the Water and Wastewater Utilities manage. It is recommended that the Solid Waste Utility maintain Days' Cash of approximately 90 days for the reasons described below.

Operating Risk Management

The Utilities use reserves to handle fluctuations and adjustments in everyday expenses. It is recommended that each Utility maintains approximately 90 days' worth of Operating Expenses as one subcomponent of the Reserves. Such reserves would, amongst other things, be intended to cover timing issues with regard to payments, fluctuations in purchased water costs, and other operational issues. In consideration of these fluctuations in cost and cash requirement, 90 Days' Cash for regular operation management is a modest first component of the recommended Reserves.

System Critical Failure

Each Utility should consider maintaining a portion of the Reserves that is for a single emergency event (e.g., treatment facility closure, conveyance disruption, etc.). In total, it is recommended that the Reserves set aside for system critical failure be equivalent to approximately 1.0 - 2.0% of the Capital Assets belonging to each respective Utility. Due to the lack of Capital Assets possessed by the Solid Waste Utility, it is not recommended that the Solid Waste Utility keep any reserves for the event of a system critical failure. This component of the Reserves may be forgone if it is determined that each Utility's exposure to critical failures is adequately covered through insurance.

Rate Stabilization

In addition to addressing operating and maintenance issues, Reserves serve two other important purposes:

1. Reserves act as a shock absorber for ratepayers.
2. Reserves offer security to each Utility's debt holders. If an unusual financial or operating event leaves a Utility short of cash, Reserves can be used to avoid an immediate increase in rates to cover the shortfall.

Keeping some Reserves for rate stabilization would allow the Utilities to ensure that under virtually no circumstance would an Event of Default situation occur within a single year, and that the City Council would have the year to contemplate ways to prevent investors from enforcing rate actions on the Utilities' customers.

For such reasons, it is advisable that the Water and Wastewater Utilities target Reserves sized for rate stabilization at approximately 50% of annual operating expenses or roughly 180 Days' Cash.

Because the Solid Waste Utility does not hold any debt and has historically experienced very stable net revenues, it is recommended that the Solid Waste Utility not hold any reserves for the purpose of rate stabilization.

Other Uses for Reserves

The aforementioned categories are those that most clearly merit the allocation of Reserves but are by no means the only categories of financial exposure that the Utilities could manage with Reserves. For instance, the Utilities have significant Pension and Other Post-Employment Benefit liabilities that could generate a cash requirement. Further, to the extent that the Solid Waste Utility faces fees for the closure of a landfill or similar occurrence, it may be prudent to hold additional reserves for such an event. Other risk categories such as interest rate exposure are relatively small and do not need to be reserved for separately, but are real risks that could potentially be managed with Reserves.

Reserve Policy Summary

These recommendations would suggest that the following would be the appropriate Reserve levels for each Utility:

- Operating Risk Management: 90 Days' Cash
- System Critical Failure (Water and Wastewater Only): 1.0 - 2.0% of Capital Assets
- Rate Stabilization (Water and Wastewater only): ~180 Days' Cash
- Total Reserves: ~270 Days' Cash plus 1.0 - 2.0% of Capital Assets (Water and Wastewater); 90 Days' Cash (Solid Waste)

While these areas of consideration were evaluated in order to conceptualize the appropriate size of the Reserves, each Utility intends to maintain a single Reserve without separate buckets. These Reserve allocations are neither abnormally high nor low for industry standards. Each component of the Reserves is sized at less than the maximum possible exposure for each component because there is a recognition that it is unlikely several of the risks each Utility faces would materialize simultaneously.

Building and Drawing Upon Reserves

The Water and Wastewater Utilities are targeting Reserves of about 270 Days' Cash plus 1.0 - 2.0% of Capital Assets while the Solid Waste Utility is targeting 90 Days' Cash, however, there is no intention of setting rates to maintain Reserves equal to the levels prescribed above. The purpose of Reserves is to address the financial impacts of revenue and expense fluctuations and unanticipated events. Excess reserves can be used for several financial imperatives including but not limited to financing capital improvements on a pay-go basis, paying down existing debt, or lowering rates. The general philosophy of the proposed range is that the Water and Wastewater Utilities should target 270 Days' Cash plus 1.0 - 2.0% of Capital Assets and the Solid Waste Utility should target reserves of 90 Days' Cash. Each of the Utilities should limit reserves to 130% of the respective reserve targets. Each Utility's Reserves would increase or decrease depending upon many factors for a given year; however, to the extent that each Utility achieves its DSC or Operating Ratio Policy targets, Reserves would remain fairly stable. Reserves would increase or decrease under the following conditions:

- Net Revenues Available for Debt Service are higher or lower than budgeted/projected as a result of higher or lower Revenues and Expenses
- Debt Service is higher or lower than budgeted/projected
- Capital investment in the system from Net Revenues is higher or lower than budgeted/projected
- Debt issued for capital investment is greater or less than budgeted/projected

9. Interaction Between Coverage and Ratios, Reserves, and Rates

For reasons described in the sections above, the Policy prescribed specific targets for DSC and Operating Ratios and Reserves. However, the Policy anticipates that in practice there is a range of acceptable results and a balance between cash flow and reserve levels is warranted.

A rate increase should be considered by the City Council if any of the following conditions (the “Rate Increase Conditions”) are projected in the five-year forecast:

- DSC without Reserves will be less than 1.80x
- Operating Ratios (Solid Waste Only) without Reserves will be less than 1.30x
- Any rate increase would be greater than six percent
- A major expenditure is expected

Rate increases indicated by the above conditions that would exceed six percent in any one year can be spread over multiple years.

No rate increase for the purpose of increasing reserves or DSC should be considered if DSC or Operating Ratios without Reserves are above their respective targeted levels and Reserves are projected to be greater than the targeted levels of 270 Days’ Cash plus 1.0 – 2.0% of Capital Assets for the Water and Wastewater Utilities and 90 Days’ Cash for the Solid Waste Utility.

Lastly, it is important to note that recommendations in the Policy are associated with projected financial conditions for the Fiscal Year End of future years. Actual results will vary based on weather, market conditions, etc. In addition, Reserves and cash flow may be more or less robust within a Fiscal Year, relative to the Fiscal Year End but considering such fluctuations within a year would overly complicate monitoring with only marginal benefit.

10. Conclusion

The Policy was drafted with the intent of providing guiding directives to the Utilities’ management and staff for decisions and recommendations related to each Utility’s financial profile.

The Policy is a fairly incremental change from existing policies. Specifically, the Policy affirms the currently used Rehabilitation and Enterprise Fund guidelines, clarifies and adjusts targets for cash flows available for debt service and operating costs, and adjusts targets for sizing Reserves (previously 40% of Operating Expenses).

In its most abbreviated form, the Policy targets 1.80x DSC without Reserves for the Water and Wastewater Utilities and an Operating Ratio of 1.30x for the Solid Waste Utility. It targets Unrestricted Reserves sized at 270 Days’ Cash plus 1.0 – 2.0% of Capital Assets for

the Water and Wastewater Utilities and 90 Days' Cash for the Solid Waste Utility and establishes tolerable maximums. The Policy also provides recommended conditions for rate actions when cash flows and/or Reserves deviate from the targets. The table below summarizes the policy targets described above.

Summary of Policy Targets			
Utility	Water	Wastewater	Solid Waste
Debt Service Coverage or Operating Ratio (x)	1.80 DSC	1.80 DSC	1.30
Reserves (Days' Cash)			
Operating Risk Management	90	90	90
System Critical Failure (% of Capital Assets)	1-2%	1-2%	0%
Rate Stabilization	180	180	0
Total	270 + 1-2% of Capital Assets	270 + 1-2% of Capital Assets	90

The Policy is intended to be revisited and updated periodically if there are material changes in the risk exposures or conditions each Utility faces.

Finally, and perhaps most importantly, the Policy is ultimately intended to serve as a guide and it in no way restricts the ability of the City Council to review proposed rate actions, debt issuances, or other actions of substance to each Utility.

Appendix I –Peer Water Utility Financial Management Results

Peer Water Utility Financial Results (FY2014)			
Utility	City of Redding ¹	City of Sacramento ²	Yuba City
Ratings (M/S/F)	-/AA/-	-/AA-/AA-	-/A+/AA-
Revenues/Expenses			
Operating Revenues	\$18,423,339	\$94,382,000	\$11,794,764
Operating Expenses (Excluding Depreciation)	\$13,245,963	\$43,215,000	\$4,815,664
Net Operating Revenue	\$5,177,376	\$51,167,000	\$6,979,100
Non-Operating Revenue (Expenses)	\$1,074,049	(\$4,373,000)	\$2,468,918
Net Revenue Available for Debt Service ³	\$6,515,804	\$46,794,000	\$5,204,350
Depreciation & Amortization	\$3,457,758	\$16,951,000	\$4,718,299
Net Revenue after Depreciation & Amortization	\$2,793,667	\$29,843,000	\$4,729,719
Cash			
Unrestricted ⁴	\$23,402,105	\$71,087,000	\$14,543,831
Days' Cash on Hand	645	600	1,102
Debt			
Total Debt Outstanding	\$5,925,956	\$399,134,612	\$50,214,569
Annual Debt Service	\$1,091,335	\$11,279,000	\$2,915,149
Debt Service Coverage (Operating)	5.97x	4.15x	1.79x
Debt Service Coverage	4.74x	4.54x	2.39x

¹Issues debt through the Redding Joint Powers Financing Authority

² City of Sacramento reports data rounded to the nearest thousand

³If not specified, assumed to be Net Operating Revenue (Excluding Depreciation) plus Non-Operating Income

⁴Unrestricted Cash defined as: "Unrestricted Net Assets"

Data from City of Redding, City of Sacramento, and Yuba City comprehensive annual financial reports

Appendix II –Peer Wastewater Utility Financial Management Results

Peer Wastewater Utility Financial Results (FY2014)			
Utility	City of Redding ¹	City of Stockton	City of Vacaville
Ratings (M/S/F)	-/AA/-	Ba1/-/A-	-/-/-
Revenues/Expenses			
Operating Revenues	\$22,720,092	\$59,953,318	\$32,219,462
Operating Expenses (Excluding Depreciation)	\$12,527,074	\$40,172,822	\$18,603,458
Net Operating Revenue	\$10,193,018	\$19,780,496	\$13,616,004
Non-Operating Revenue (Expenses)	(\$175,350)	(\$3,662,856)	(\$662,109)
Net Revenue Available for Debt Service ²	\$11,645,032	\$21,057,331	\$12,953,895
Depreciation & Amortization	\$5,924,400	\$11,161,304	\$5,367,829
Net Revenue after Depreciation & Amortization	\$4,093,268	\$4,956,336	\$7,586,066
Cash			
Unrestricted ³	\$20,151,993	\$38,576,321	\$61,918,880
Days' Cash on Hand	587	350	1,215
Debt			
Total Debt Outstanding	\$91,119,042	\$81,270,000	\$168,768,665
Annual Debt Service	\$8,117,463	\$7,373,138	\$8,557,860
Debt Service Coverage (Operating)	1.26x	2.68x	1.59x
Debt Service Coverage	1.43x	2.86x	1.51x

¹Issues debt through the Redding Joint Powers Financing Authority

²If not specified, assumed to be Net Operating Revenue (Excluding Depreciation) plus Non-Operating Income

³Unrestricted Cash defined as: "Unrestricted Net Assets"

Data from City of Redding, City of Stockton, and City of Vacaville comprehensive annual financial reports

City of Roseville Financial Policies



Effective July 1, 2023²

Style Definition: TOC 1: Indent: Left: 0.5", Tab stops: 1", Left + 6.5", Right, Leader: ... + Not at 6.49"

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City of Roseville Investment Policy

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I. INTRODUCTION

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities.

The investment policies and practices of the City of Roseville (City) are based on state law and prudent money management. All funds will be invested in accordance with this investment policy and Article 2 of Chapter 4 of the California Government Code. This policy is in compliance with the provisions of the California Government Code, Sections 53600 through 53659, and the authority governing investments for municipal governments.

II. SCOPE

The investment policy applies to all financial assets of the City as accounted for in the Comprehensive Annual Financial Report (CAFR). Policy statements outlined in this document focus on the City's pooled funds, but will also apply to all other funds under the City's Assistant City Manager/Chief Financial Officer's span of control unless specifically exempted by statute or ordinance.

Proceeds of debt issuance shall be invested in accordance with the permitted investment provisions of their specific bond indentures. If, in the opinion of the City's Assistant City Manager/Chief Financial Officer, matching the segregated investment portfolio of the bond reserve fund with the maturity schedule of an individual bond issue is prudent given current economic analysis, the investment policy authorizes beyond the five year maturity limitation as outlined in this document. The intent to invest in securities with longer maturities shall be disclosed in the permitted investment language authorized by the City Council in an indenture of trust.

The policy does not cover funds held by the Public Employees Retirement System nor funds of the Deferred Compensation program or the Other Post Employment Benefit Trust.

III. PRUDENCE

The standard of care to be used by investment officials shall be the "prudent investor" standard and shall be applied in the context of managing an overall portfolio. The "prudent investor" standard states that:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

IV. OBJECTIVES

The primary objectives, in priority order, of the investment activities of the City shall be:

A. Safety

Safety of principal is the foremost objective of the investment program. City investments shall be undertaken in a manner that seeks to ensure preservation of Capital in the portfolio. To further achieve the safety objective, the amount invested in all investment categories is limited to a percentage of the portfolio as defined in the section "VIII. PERMITTED INVESTMENT INSTRUMENTS".

B. Liquidity

The investment portfolio of the City will remain sufficiently liquid to enable the City to meet its cash flow requirements.

C. Return on Investment

The investment portfolio of the City shall be designed with the objective of attaining a market rate of return on its investments consistent with the constraints imposed by its safety objective and cash flow considerations.

V. DELEGATION OF AUTHORITY

The City Council hereby delegates management responsibility of the investment program to the Assistant City Manager/Chief Financial Officer. The Assistant City Manager/Chief Financial Officer shall be responsible for all transactions undertaken and shall establish

a system of controls to regulate the activities of subordinate officials. The Assistant City Manager/Chief Financial Officer may delegate investment decision making and execution to the Controller in absence of the Assistant City Manager/Chief Financial Officer. No person may engage in an investment transaction except as provided under the limits of this policy unless specifically exempted by statute or ordinance.

VI. ETHICS AND CONFLICT OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions.

VII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Assistant City Manager/Chief Financial Officer and/or his/her designee will maintain a list of approved financial institutions authorized to provide investment services to the City in the State of California. These may include “primary” dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1. A determination should be made to insure that all approved broker/dealer firms, and individuals covering the public agency, are reputable and trustworthy. In addition, the broker/dealer firms should have the ability to meet all of their financial obligations in dealing with the Public Agency. The firms, and individuals covering the agency, should be knowledgeable and experienced in Public Agency investing and the investment products involved. No public deposit shall be made except in a qualified public depository as established by the established state laws. All financial institutions and broker/dealers who desire to conduct investment transactions with the public agency must supply the Assistant City Manager/Chief Financial Officer with a completed broker/dealer questionnaire and certification of having read the City’s investment policy. In addition, broker/dealers must certify annually of having read the City’s investment policy.

VIII. PERMITTED INVESTMENT INSTRUCTIONS

The City shall limit investments in any one non-government issuer, except investment pools, to no more than 5% regardless of security type.

- A. **U.S. Treasury obligations** for which the full faith and credit of the United States are pledged for the payment of principal and interest. Up to 100% of the City’s investment portfolio may be invested in government obligations.
- B. **Federal agency or United States government-sponsored enterprise obligations,** participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. This shall include any mortgage pass

through security issued and guaranteed by a Federal Agency with a maximum final maturity of five years. Purchase of Federal Agency issued mortgage-backed securities authorized by this subdivision may not exceed 20% of the City's surplus money; all other investments in Federal Agency securities are unrestricted.

- C. **Obligations of the State of California or any local agency within the state**, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency, provided that the obligations are rated in one of the two highest categories by a nationally recognized statistical-rating organization (NRSRO). Up to 100% of the City's investment portfolio may be invested in California municipal obligations.
- D. **Registered treasury notes or bonds of any of the other 49 states** in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of these states.
- E. **Repurchase Agreements** used solely as short-term investments not to exceed 30 days. Up to 100% of the City's investment portfolio may be invested in repurchase agreements.

The following collateral restrictions will be observed:

1. Only U.S. Treasury securities or Federal Agency securities, as described in section VIII. PERMITTED INVESTMENT INSTRUMENTS, paragraph (A) and (B) will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to the City's custodian bank by book entry, physical delivery, or by a third party custodial agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value, 102% of the funds borrowed against those securities. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a weekly basis and the value of the underlying securities brought back up to 102% no later than the next business day.
2. Market value must be calculated each time there is a substitution of collateral.
3. The City or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to Repurchase Agreement.

4. The City may enter into Repurchase Agreements only with primary dealers of the Federal Reserve Bank of New York.
5. The City will have specific written agreements with each firm with which it enters into Repurchase Agreements.
6. Reverse repurchase agreements will not be allowed.

F. **Banker's Acceptances**, otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank.

Purchases of Banker's Acceptances may not exceed 180 days maturity or 40% of the City's investment portfolio.

G. **Commercial paper** of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in section "VIII. PERMITTED INVESTMENT INSTRUMENTS", paragraph (G1) or (G2).

1. The entity meets the following criteria:
 - a. Is organized and operating in the United States as a general corporation.
 - b. Has total assets in excess of five hundred million dollars (\$500,000,000).
 - c. Has debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.
2. The entity meets the following criteria:
 - a. Is organized within the United States as a special purpose corporation, trust, or limited liability company.
 - b. Has program wide credit enhancements including, but not limited to, over collateralizations, letters of credit, or surety bond.
 - c. Has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation.

Purchases of commercial paper may not exceed 40% of the City's investment portfolio.

- H. **Medium-term corporate notes** issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term corporate notes shall be rated in a rating category "A" or its equivalent or better by a nationally recognized rating service.

Purchase of medium-term corporate notes may not exceed 30% of the City's investment portfolio.

- I. **FDIC insured or fully collateralized time certificates of deposit.** Purchases of time certificates of deposit in combination with negotiable certificates of deposit may not exceed 30% of the City's investment portfolio.
- J. **Negotiable certificates of deposit or deposit notes** issued by a nationally or state-chartered bank, a state or federal savings and loan association, a state or federal credit union, or a federally-licensed or state-licensed branch of a foreign bank provided that the senior debt obligations of the issuing institution are rated "A" or better by an NRSRO.

The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the money are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency or any person with investment decision making authority in the administrative office manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposits.

All certificates of deposit must be properly collateralized in accordance with Section 53652 of the California Government Code or fully insured by the Federal Deposit Insurance Corporation (FDIC).

Purchase of time certificates of deposit in combination with negotiable certificates of deposit may not exceed 30% of the City's investment portfolio.

K. **State of California's Local Agency Investment Fund**

The Local Agency Investment Fund (LAIF) portfolio should be reviewed periodically. Investment in LAIF may not exceed the legally authorized limits.

L. **Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange**

Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies shall either: (1) have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

The purchase price of shares of beneficial interest purchased shall not include any commission that the companies may charge and shall not exceed 20% of the City's investment portfolio. Further, no more than 10% of the City's investment portfolio may be invested in shares of beneficial interest of any one money market fund.

M. **Shares in a California common law trust** established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California that invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State of California, as it may be amended. Up to 100% of the City's investment portfolio may be invested in this investment type.

N. **Supranationals** are United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA-", its equivalent, or better by an NRSRO.

Purchases of supranationals shall not exceed 30% of the investment portfolio of the City. Supranationals are permitted by California Government Code § 53601 (q) effective January 1, 2015.

- O. **A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-back certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.** Securities eligible for investment under this subdivision shall be rated in a rating category of “AA” or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. No more than 20% of the City's surplus funds may be invested in this type of security.

Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only on the date of purchase. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased. If an investment falls below the minimum purchase rating, the Investment Review Committee will perform a timely review to sell or hold the investment.

P. **Prohibited Investments**

For purposes of this policy, a derivative is defined as any security where the value is linked to or derived from an underlying asset or benchmark. Any security type or structure not specifically approved by this policy is hereby specifically prohibited. The City will not use such derivatives as range notes, dual index notes, inverse floating rate notes, deleveraged notes, or notes linked to lagging indices or to long term indices, nor will the City invest in reverse repurchase agreements or interest-only strips derived from a pool of mortgages. The City will not invest in securities that could result in zero or negative interest accrual if held to maturity, except, in the event of, and for the duration of, a period of negative market interest rates, securities issued by, or backed by, the U.S. Government to preserve principal. This policy does not preclude the use of repurchase agreements and callable securities, as they do not fall within the definition of a derivative as described herein.

Summary of Maximum Percentage Limitations of Investments by Investment Type

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality at Time of Purchase	Maximum Percentage Allowed	Maximum Investment In One Issuer
U.S. Treasury Obligations	5 Years	None	None	None
U.S. Agency Securities	5 Years	None	None	None
Forward Delivery Agreements	N/A	A	None	None
Local Agency Bonds	5 Years	None	None	None
Repurchase Agreements	30 days	None	None	None
Bankers' Acceptances	180 days	None	40%	30%
Commercial Paper	270 days	A-1	40%	10%
Medium-Term Notes	5 Years	A	30%	10%
Collateralized Time Deposits	5 Years	None	30%	None
Negotiable Certificates of Deposit	5 Years	A	30%	None
Local Agency Investment Fund (LAIF)	N/A	None	None	LAIF limit
Insured Saving Accounts	N/A	None	None	None
Money Market Mutual Funds	N/A	None	20%	10%
Shares in a California Common Law Trust	N/A	None	None	None
Interest Rate Swaps	N/A	None	None	None
Supranationals	5 Years	AA-	30%	None
Mortgage Pass-Through Securities	5 Years	AA	20%	None

IX. REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Permitted Investments at the time of purchase. Because some securities may not comply subsequent to the date of purchase, the Assistant City Manager/Chief Financial Officer shall at least annually review the portfolio to identify those securities that do not comply. The Assistant City Manager/Chief Financial Officer shall report major and critical incidences of noncompliance identified through the review of the portfolio.

The Investment Review Committee will meet at least quarterly to discuss the investments in the City's portfolios.

X. INVESTMENT POOLS

A thorough investigation of any investment pool is required prior to investing and should be monitored on an ongoing basis. The following information should be obtained and analyzed.

- A. A description of eligible of investment securities.
- B. A written statement of investment policies and objectives.
- C. A description of interest calculations and their distribution, and the treatment of gains and losses.
- D. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- E. A description of who may invest in the program, how often, and what size of deposits and withdraws are allowed.

XI. COLLATERALIZATION

Collateral for Non-negotiable Certificates of Deposit and Negotiable Certificates of Deposit must comply with California Government Code section 53652. In addition, if the Certificate of Deposit is not FDIC insured, collateral is required equal to 110% of principal.

XII. SAFEKEEPING AND CUSTODY

The City shall take from such financial institution a receipt for securities so deposited. All security transactions, including collateral for repurchase agreements, entered into the City shall be conducted on a delivery-versus-payment (DVP) basis pursuant to the approved custodial safekeeping agreements. The authority of the legislative body to deposit for safekeeping may be delegated by the legislative body to the Assistant City Manager/Chief Financial Officer of the City; the Assistant City Manager/Chief Financial Officer shall not be responsible for securities delivered to and receipted for by a financial institution until they are withdrawn from the financial institution by the Assistant City Manager/Chief Financial Officer.

XIII. DIVERSIFICATION

The City's investment pool will be diversified to avoid incurring unreasonable and avoidable risks. The investments will be diversified by security type, maturities of those investments, and institutions in which those investments are made.

XIV. MAXIMUM MATURITY

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled so as to permit the City to meet all projected obligations while minimizing interest rate risk and maximizing earnings. Unless specified below, the maximum maturity will be no more than five years from purchase [settlement](#) date to [final](#) maturity date.

City Council has granted permission to invest the following fund accounts where liquidity is not the primary investment objective, in Federal Treasury or Agency securities with maturities up to ten years. The specified fund accounts include:

- The City's Pooled Fund, limited to 25% of the total pool
- Citizens' Benefit Trust
- North Central Wetlands Endowment
- Aquatics Complex Maintenance
- Woodcreek West Endowment

XV. INTERNAL CONTROLS

The Assistant City Manager/Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, fraud or misuse. An analysis by an external independent accounting firm shall be conducted annually to review internal controls, account activity, and compliance with the investment policies.

XVI. PERFORMANCE BENCHMARK

The investment portfolio will be designed to obtain a market rate of return during budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow needs. The Investment Review Committee has elected to use for its performance standard the Constant Maturity Treasury (CMT) Index. For the Pooled Portfolio, the 12 month moving average yield on 3Yr CMT will be used and for Citizens' Benefit Trust portfolio, the 12 month moving average yield on 5Yr CMT will be used. All other City portfolios will follow the 2Yr CMT.

XVII. REPORTING REQUIREMENTS

The Assistant City Manager/Chief Financial Officer shall submit monthly investment reports to the City Manager and make these reports available to the City Council in the Finance Department office. The reports shall include, at a minimum, the following information for each individual investment:

- Description of investment instrument
- Issuer name
- Yield on cost
- Purchase date
- Maturity date
- Book value
- Par value
- Current market value
- Transaction activity
- Interest earnings summary

XVIII. INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted by resolution by the City Council. The policy shall be reviewed annually by the Assistant City Manager/Chief Financial Officer and/or his/her designee and any modifications made thereto must be approved by the City Council.

XIX. GLOSSARY

Agencies - Federal agency and instrumentality securities.

Asked - The price at which securities are offered.

Bid - The price offered by a buyer of securities (when one sells securities, one asks for a bid). See "Offer".

Benchmark - A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Broker-Dealer – a person or a firm who can act as a broker or a dealer depending on the transaction. A broker brings buyers and sellers together for a commission. They do not take a position. A dealer acts as a principal in all transactions, buying and selling for his own account.

Certificate of Deposit (CD) – A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CDs are typically negotiable.

Collateral – Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Custody – Safekeeping services offered by a bank, financial institution or trust company, referred to as the “custodian.” Service normally includes the holding and reporting of the customer’s securities, the collection and disbursement of income, securities settlement and market values.

Delivery Versus Payment –A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or custodian. It ensures that securities are deposited in an eligible financial institution prior to the release of funds. Securities should be held by a third-party custodian as evidenced by safekeeping receipts.

Diversification – Dividing investment funds among a variety of securities offering independent returns.

Federal Agency Obligation – A debt instrument issued by one of the federal agencies. Federal agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Investment Review Committee –The investment review committee consists of the City Manager, Assistant City Manager/Chief Financial Officer and members of the Finance Department.

Liquidity – An investment that can be converted easily and rapidly into cash without a substantial loss of value.

Local Agency Investment Fund (LAIF) – The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Market Value – The price at which a security is trading and could presumably be purchased or sold on a specific date.

Maturity – The date upon which the principal or stated value of an investment becomes due and payable.

Money Market Fund – a type of safe investment comprising a variety of short-term securities with high quality and high liquidity. The fund provides interest to shareholders and must maintain a stable net asset value (NAV) of \$1 per share.

Offer - The price asked by a seller of securities (when one buys securities, one asks for an offer). See “Asked” and “Bid” .

Portfolio – Collection of securities held by an investor.

Principal – the original cost of a security. It represents the amount of capital or money that the investor pays for the investment.

Prudent Investor Standard – An investment standard that all investments should be made with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Rate of Return - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity; on a bond, the current income return.

U.S. Treasury – Government debt issued by the United States Department of the Treasury through the Bureau of the Public Debt. Treasury securities are the debt financing instruments of the United States federal government, and they are often referred to simply as Treasuries. There are four types of marketable treasury securities: Treasury bills, Treasury notes, Treasury bonds, and Treasury Inflation Protected Securities (TIPS). All of the marketable Treasury securities are very liquid and are heavily traded on the secondary market.

Yield - The rate of annual income return on an investment, expressed as a percentage.

Yield-To-Call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

Yield-To-Maturity - The current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity.

City of Roseville

Debt Management Policy

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I. INTRODUCTION

The Finance Department of the City of Roseville (the “City”) has developed this Debt Management Policy (the “Debt Policy”) to provide guidelines for the issuance of bonds and other forms of indebtedness to finance necessary land acquisitions, capital construction, equipment, and other items for the City.

While the issuance of debt is frequently an appropriate method of financing capital projects and major equipment acquisitions, such issuance must be carefully monitored to preserve the City’s credit strength and to provide the necessary flexibility to fund future capital needs.

II. SCOPE

This Debt Policy shall govern, except as otherwise covered by the law, City Charter and City Code, the issuance and management of all debt and lease financings funded in the capital markets. While adherence to the Debt Policy is desired, the City recognizes that changes in the capital markets as well as unforeseen circumstances, may from time to time produce situations that are not covered by the Debt Policy and may require modifications or exceptions to achieve City goals.

The City’s Debt Policy shall be reviewed, and updated if necessary, on an annual basis. The Chief Financial Officer (CFO) with the assistance of the General Accounting staff shall have the responsibility and authority for structuring, implementing and managing the City’s debt and financing program, in accordance with City Council authorizations.

III. OBJECTIVES AND POLICY GOALS

The City has earned some of the highest credit ratings in the nation and as a result receives some of the lowest possible interest rates on its debt. These low interest rates result in a lower overall cost of capital to the City. This Debt Policy will assist the City in determining appropriate uses of debt financing, establish certain debt management goals and assist the City in maintaining its high credit ratings, while assuming a prudent level of financial risk and preserving the City’s flexibility to finance future capital programs and requirements. Additionally, this Debt Policy is intended to set forth criteria for selecting firms to provide certain financial, legal, and other related services that will ensure that a fair and open selection process is used which provides opportunities for all qualified firms, including minority and women owned businesses.

IV. DEBT ISSUANCE

There are three general methods of issuing debt obligations, a competitive sale, negotiated sale and private placement.

A. Types of Bond Sales

1. Competitive Sale

In a competitive sale, security dealers submit bids either in a sealed bid or electronically secure process and the security dealer with the lowest True Interest Cost (TIC) and in compliance with the bid parameters is awarded the bonds.

2. Negotiated Sale

In a negotiated sale, an underwriter or underwriter syndicate is selected through a Request for Qualifications (RFQ) process or a Request for Proposal (RFP) process. The interest rate and underwriter's fee are negotiated prior to the sale, based on market conditions.

3. Private Placement/Bank Direct Purchase (BDP)

A private placement or bank direct purchase is a sale that is structured specifically for one purchaser, such as a mutual fund or a bank. BDPs are usually quicker and less expensive for municipalities than competitive or negotiated bond sales because they impose fewer requirements on the issuer. The interest rate may be a fixed or variable rate, as agreed between the issuer and purchaser. The term of the bonds may range from under 10 years to 15 years or not much longer, as agreed between the issuer and purchaser. The bonds may or may not be tax-exempt bonds for federal income tax purposes. If the CFO, or his/her designee, determines that it is in the best interest of the City from a cost or administrative standpoint, the Finance Department may negotiate financing terms with banks and financial institutions for specific borrowings.

It shall be the policy of the City to ensure the lowest risk and lowest overall interest rate to the City when issuing debt either through a competitive sale, negotiated sale or private placement, where appropriate. The City shall use the following criteria to determine whether a competitive or negotiated sale should be used.

B. Issuer Characteristics

1. Market Familiarity

A frequent issuer of a well-recognized credit such as general obligation bonds can generally sell these bonds through a competitive sale since investors and underwriters are familiar with the quality of the credit. A negotiated sale may be appropriate if extensive pre-marketing to investors is desired or required.

2. Credit Strength

The higher the credit quality of the bonds being issued, the more likely the bonds can be sold using a competitive sale due to the high demand for high quality municipal bonds. High quality credits fare well in competitive sales.

3. Policy Goals

A competitive sale does not provide the City with the flexibility of choosing the underwriter or underwriter syndicate. If the CFO concludes that determining the composition of the underwriter syndicate to achieve certain policy objectives is important, then a negotiated sale will be required. However, if the CFO selects the negotiated sale solely for policy reasons then the specific rationale and criteria for selection should clearly be specified.

C. Financing Characteristics

1. Type of Debt Instrument

The market favors familiar debt instruments such as general obligation bonds backed by the full faith and credit of the City. New credit types may require an education process that is more conducive to a negotiated sale until the market becomes comfortable with the credit.

2. Issue Size

The size of the bond sale will influence both investor interest in the bonds and the market's ability to absorb the bonds. In general if the bond sale is too small or too large, a negotiated sale may be necessary. A small sale may require greater marketing to garner investor interest while a

large sale may be difficult for the market to absorb without the presale activity available in the negotiated sale process.

3. Market Conditions and Timing

During periods of stable interest rates, market timing is not as critical. However, during periods of volatile interest rates, the timing of the sale becomes more critical. Bond refundings are also often very interest rate sensitive in terms of the potential level of savings or the general feasibility of the refunding. The negotiated sale provides more flexibility in terms of the structure of the bond sale as well as the timing of the bond sale and may be more appropriate when issuing refunding bonds and when interest rates are volatile.

4. Story Bonds

Bonds that require a detailed explanation due to the complexity of the credit or the repayment of the bonds are often referred to as “Story Bonds”. Due to their complexity and the additional explanation these bonds require, an extensive pre-marketing campaign is necessary. Story Bonds often require a negotiated sale composed of an underwriting syndicate that is qualified to market the bonds in order to obtain the lowest financing cost for the City.

V. FINANCIAL SERVICE PROVIDERS

A. Selection

In connection with debt financings, financial advisors, underwriters, and other service providers will be selected from a Qualified Vendors List (QVL) developed through a periodic Request for Qualifications (RFQ) process or, for individual financings, through a Request for Proposals (RFP) process, whichever method is deemed most appropriate given the specifics of the financing. At the discretion of the CFO, contracts may be awarded on a sole source basis if it is clear that an RFQ/RFP process is not feasible or not in the best interest of the City.

For competitive sales, any security dealer meeting the qualification criteria outlined in the competitive bid notice may bid in the competitive sale. For negotiated sales, only those underwriters qualified under the RFQ/RFP process may be selected. Underwriters or underwriter syndicates will be selected by the CFO. The allocation of bonds among syndicate members will be at the sole discretion of the CFO with the approval of the City Manager or his/her designee.

B. Use of Independent Financial Advisors

The City will hire financial advisors who are independent. In the event the best available financial advisor is an investment banking firm, the firm will under no circumstances be permitted to participate as the lead underwriter or as a member of an underwriter syndicate that is bidding on the bonds for which the firm is acting as a financial advisor. In addition, if the firm has any profit sharing or other type of agreement with any member of the underwriting syndicate for the transaction in question, they will not be allowed to act as the financial advisor. In general, no agreement will be permitted that would compromise the firm's ability to provide independent advice or that could be reasonably perceived by the City as a conflict of interest. Advisors must alert the CFO, in writing, of any conflict, potential conflict, or potentially perceived conflict prior to entering into an agreement with the City, or if occurring after entering into an agreement with the City, as soon as the conflict, potential conflict, or potentially perceived conflict arises.

C. Communication/Solicitation

All financial consultants, including all investment banking firms, financial advisors, bond counsel, and other consultants hired in connection with any bond transaction will direct all communications, solicitations and questions to the CFO or his/her designee. Underwriters are reminded that under Rule G-37 of the Municipal Securities Rulemaking Board (MSRB) that a firm may be banned from providing underwriting services to the City for two years for making any political contributions to elected City officials.

VI. DEBT MANAGEMENT PROCESS – TAX STATUS

Prior to the issuance of any bonds, the Finance Department, in conjunction with bond counsel and the City Attorney's Office will evaluate the tax status of any bond sales.

A. Tax-Exempt

Interest on tax-exempt bonds is excluded from the gross income of its owners for federal income tax purposes and from California income taxes and as a result tax-exempt bonds can be sold at a lower true interest cost than taxable bonds. The City, along with bond counsel, will evaluate all projects to be funded to assess their eligibility to be funded by tax-exempt bonds. The City will make every effort to ensure that all tax regulations are complied with to ensure the bonds maintain their tax-exempt status.

B. Taxable

Certain municipal bonds are sold as taxable bonds because they are issued for purposes that the federal government deems do not provide a significant benefit to the public at large or involve “private activity”. In addition, certain tax laws such as the alternative minimum tax (AMT) reduced the tax exemption applicable to certain types of bonds and to certain taxpayers. Taxable bonds will be used whenever a particular project has the potential for private activity or other uses that may call into question the eligibility to use tax-exempt financing.

VII. DEBT MANAGEMENT PROCESS – TYPE OF DEBT

A. Fixed Rate Debt

Longer term debt usually consists of fixed interest rates over the term of the bonds and should be used to finance essential capital facilities, projects and certain equipment where it is appropriate to spread the cost of the project over more than one budget year and generally for a period not to exceed the useful life of the project being financed. In so doing, the City recognizes that future taxpayers who will benefit from the project will pay a share of its cost. Fixed rate debt provides the benefit of fixed payments during the life of the bonds and budget certainties for long-term capital planning. However, fixed rate debt is typically longer term and carries higher interest payments (assuming an upward sloping yield curve) than variable rate debt but is not subject to changes in interest rates. Fixed rate debt is the most common type of debt issued by the City.

B. Variable Rate Debt

The municipal bond market has developed several vehicles by which municipalities can borrow at short-term, variable interest rates. Variable Rate Demand Notes may be issued with interest rates that “reset” daily, weekly, monthly or semiannually at the option of the City. Commercial paper is issued with a maturity of up to 270 days at the City’s option. As the commercial paper matures, it is resold by a commercial paper dealer for another period up to 270 days.

These products are structured as a rolling series of short-term investments and therefore are priced at the short-end of the yield curve at lower interest rates than long-term fixed rate bonds (assuming an upward sloping yield curve). By accepting the risks inherent in variable interest rates, the City can take advantage of the lowest rates available in the current market.

Factors that will be considered in the use of variable rate debt are the availability and size of fund balances to cover variable rate risk, and the budget flexibility of the program being financed. Programs with large complex capital programs may use short-term financing to fund uncertain construction cash flow requirements. The short-term debt can be refinanced as fixed-rate, long term debt once the projects are complete. A project that must be carried in anticipation of grant funding may also be a candidate for the use of variable rate financing. Examples are the Electric, Water, and Wastewater enterprise funds.

C. Use of Alternative Debt Instruments

1. Derivative Products

The use of certain derivative products, such as swaps, swaptions and the sale of call options, allow the City to realize lower all-in costs on a new debt issuance or to receive an upfront payment. One type of swap that may be used would allow the City to issue variable rate debt in exchange for fixed payments that are typically lower than fixed rate debt. However, such products have unique risks that the City and its financial advisors will evaluate as per the City's Swap Policy. The current Swap Policy is included in Appendix A.

VIII. DEBT MANAGEMENT PROCESS – DEBT CAPACITY

The determination of how much indebtedness the City can afford begins by assessing the sufficiency of future revenues. The amount of debt issued is based on the requirements of the approved 5-year CIP, subject to the condition that sufficient revenues are projected to be available. Factors such as debt service coverage requirements outlined in the bond indentures, the impact on the citizens (tax rates), and any impact on the bond ratings will be carefully considered. Different factors are considered for each type of credit. For example, Revenue or Certificates of Participation bonds for electric, water and wastewater bonds will consider the impact on customer utility bills. In the case of general obligation debt, State Statutes and the Constitution limit the amount of debt that a municipality can have outstanding.

IX. DEBT MANAGEMENT PROCESS – SECURITY OF DEBT

A. General Obligation (G.O.) Bonds

G.O. bonds are backed by the full-faith and credit of the City and are secured by secondary property taxes.

B. Revenue Bonds

Revenue bonds are supported solely from fees generated from specific Enterprise Funds. Accordingly, in order to preserve debt capacity and budget flexibility, the City will issue revenue bonds when an identifiable revenue stream can be dedicated to support the payment of debt service. The final maturity of revenue obligations will be determined by the expected life of the project to be financed and the revenues available to repay the debt. The City's various Enterprise Funds – Electric, Water, and Wastewater issue bonds backed by revenues of the enterprise. Revenue bonds are generally issued through the Roseville Finance Authority.

C. Certificates of Participation (COP) Bonds

COP bonds are an instrument evidencing a pro rata share in a specific pledged revenue stream, usually lease payments by the issuer that are typically subject to annual appropriation. The certificate generally entitles the holder to receive a share, or participation, in the payments from a particular project. The payments are passed through the lessor to the certificate holders. The lessor typically assigns the lease and the payments to a trustee, which then distributes the payments to the certificate holders.

D. Housing Bonds

Tax-exempt housing bonds are an important source of capital, providing loans for single-family homeownership and rental housing for very-low, low and moderate-income individuals and families. The relatively low tax-exempt interest rates, combined with federal, state, and local housing assistance programs, provide the necessary subsidy to create a supply of much needed, below market interest-rate loans.

E. Community Facilities District (CFD) Bonds

CFD bonds are issued and backed entirely by a Community Facilities District established under State Statutes for the purpose of managing and financing public improvements within the district boundaries. Any CFDs established in the City are reviewed by the Finance Department and the Finance Department will supervise the issuance of the debt on behalf of the CFD with the CFD paying all costs of issuance including administrative support. The creation of a CFD must be approved by City Council and follow a detailed legal process. Please refer to the City's Goals and Policies Concerning Use of Mello-Roos Community Facilities Act of 1982, available on the City's website, concerning CFD bonds.

F. Special Assessment Bonds

Special assessment bonds are a special type of municipal bond used to fund development projects that benefit a discrete group of taxpayers within a special assessment district. Principal and interest owed on the bonds is paid from assessments on the property benefiting from the particular bond-funded project. The creation of an Assessment District must be approved by City Council and follow a detailed legal process.

X. DEBT MANAGEMENT PROCESS – PURPOSE OF FINANCING

Generally, financings may be undertaken to fund new projects “new money financing” or to refund existing bonds.

A. New Money Financing

New money issues are those financings that generate funding for capital projects. These funds will be used for necessary land acquisitions, capital construction, equipment, and other items for the City. New money bond proceeds are generally not used to fund operational activities. The City also may use its commercial paper programs to provide interim new money funding. The commercial paper notes are retired upon receipt of bond proceeds from a long-term fixed rate financing.

B. Refunding Bonds

A periodic review of the City’s outstanding debt will be undertaken by the Finance Department to determine refunding opportunities.

Refunding bonds are issued to retire all or a portion of an outstanding bond issue. Most typically this is done to refinance at a lower interest rate to reduce overall debt service. Alternatively, some refundings are undertaken for reasons other than to achieve cost savings, such as to restructure debt service payments, to change the type of debt instruments being used, or to eliminate undesirable covenants.

In any event, a present value savings analysis must be prepared that identifies the economic effects of any refunding being considered by the City. The savings from any particular refunding candidate shall generally be at least 5% of the refunded par amount, net of all transaction expenses. This 5% savings target may be waived by the CFO, or his/her designee, upon a finding that such a refunding is in the City’s best overall financial interest and shall not be applicable for refunding transactions that are not solely undertaken to achieve cost savings.

XI. DEBT MANAGEMENT PROCESS - CREDIT RATINGS

The City seeks to obtain and maintain the highest possible credit ratings for all categories of short- and long-term debt. The City will not issue bonds that do not carry investment grade ratings.

A. Rating Agency Relationships

The CFO, or his/her designee, shall be responsible for maintaining relationships with rating agencies that assign ratings to the City's various debt obligations. This responsibility shall include coordinating meetings and presentations in conjunction with the issuance of debt. Full disclosure of operations and open lines of communication shall be maintained with the rating agencies used by the City.

B. Use of Rating Agencies

The City may obtain a rating from at least one nationally recognized rating agency on all new bond issues being sold in the public market. The CFO, or his/her designee, shall determine whether or not any additional ratings will be requested on a particular financing. The CFO, or his/her designee, shall determine which major rating agencies will be asked to provide a rating. Exceptions to this requirement, such as when using a private placement, are permissible, if warranted by the circumstances and approved by the CFO, or his/her designee.

The City and/or the financing team shall notify the rating agencies by telephone or through written correspondence when the City anticipates issuing bonds. Bond documentation shall be sent several weeks prior to the bond sale to the selected rating agencies in order to provide the rating agencies sufficient time to perform their review. A personal meeting with the selected rating agencies may be scheduled if, in the opinion of the CFO, or his/her designee, such a meeting is in the best interest of the City in order to obtain the highest possible credit rating.

The City shall make every reasonable effort to maintain or improve its high quality credit ratings.

The City may request an underlying rating and an insured rating on all bond issues utilizing bond insurance.

The City shall submit its audited comprehensive annual financial report to all rating agencies utilized by the City.

XII. DEBT MANAGEMENT PROCESS – CREDIT ENHANCEMENT

Although the City has high credit ratings, credit enhancement through the use of bond insurance or a bank facility such as a letter of credit to strengthen the underlying credit rating of certain bonds may be financially beneficial. Bonds insured by insurers rated AAA will also receive the AAA rating and thus be able to be sold at a lower interest rate. Bank facilities, such as letters of credit from highly rated banks, can also be used to provide credit enhancement.

A. Bond Insurance

Bond insurance will be considered when it provides an economic benefit to a particular bond maturity or entire issue. Bond insurance provides improved credit quality for the bonds as a result of the insurance provider's guarantee of the payment of principal and interest on the bonds. Because of the decreased risk of non-payment, investors are willing to purchase insured bonds at lower yields than uninsured bonds, thus providing the issuer with interest cost savings.

1. Benefit Analysis

The decision to use bond insurance is an economic decision. A benefit analysis compares the present value of the interest savings to the cost of the insurance premium. Insurance will be purchased when the premium cost is less than the present value of the projected interest savings. A copy of the benefit analysis shall be maintained in the files of the Finance Department.

2. Selection

The City or its financial advisor will undertake a competitive selection process when soliciting pricing for bond insurance, or in the case of a competitive sale, facilitating the prequalification of bonds by insurance providers. The City recognizes that all providers may not be interested in providing bids to the City or pre-qualifying the issue. The winning security dealer in a competitive sale will determine whether it will purchase insurance for the issue. For a negotiated sale, the CFO shall have the authority to purchase bond insurance when deemed advantageous and the terms and conditions governing the guarantee are satisfactory.

B. Bank Facilities (Letters of Credit)

When used for credit enhancement, letters of credit (“LOC”) represent a bank’s promise to pay principal and interest when due for a defined period of time, subject to certain conditions. In the case of a direct-pay LOC, the trustee will draw upon the LOC to make debt service payments and the City will reimburse the LOC provider the amount drawn on the LOC by the trustee. A stand-by LOC is used to ensure the availability of funds to pay principal and interest of an obligation only if the funds in the debt service account held by the trustee are insufficient to make the debt service payment on the bonds.

XIII. DEBT MANAGEMENT PROCESS – STRUCTURAL FEATURES

A. Maturity

The final maturity of a bond sale shall be equal to or less than the remaining useful life of the assets being financed, and the average life of the financing shall not exceed 120% of the average useful life of the assets being financed.

B. Debt Service Structure

The Finance Department will carefully consider the debt service structure for each bond issue. Factors such as the flow of revenues available for a particular credit, the need to fill in gaps created by refunding specific principal maturities or to structure savings from a refunding in a particular year will be considered. Accelerated repayment may be considered within the bonding capacity constraints to provide capacity for future capital programs. Bonds will be amortized over a period of time not to exceed the useful life of the assets being financed.

C. Lien Levels

Senior, Junior and Subordinated Junior Liens for each revenue source will be utilized in a manner that will maximize the most critical constraint - typically either cost or capacity - thus allowing for the most beneficial use of the revenue source securing the bond.

D. Capitalized Interest

Subject to Federal and State law, interest may be capitalized from the date of issuance of the debt. Interest may also be capitalized for projects in which the revenue designated to pay debt service on the bonds will be collected at a future

date, not to exceed six months from estimated completion of construction. Any use of capitalized interest will require a review by bond counsel and approval by the CFO.

XIV. INVESTMENT OF BOND PROCEEDS

The City shall comply with all applicable Federal, State, and Indenture restrictions, if any, regarding the use and investment of bond proceeds. This includes compliance with any restrictions on the types of investment securities allowed, restrictions on the allowable yield of invested funds as well as restrictions on the time period over which some bond proceeds may be invested. The CFO, or his/her designee, will direct the investment of bond proceeds in accordance with the permitted investments for each particular bond issue. Investments such as guaranteed investment contracts may be considered when their use is in the best interest of the City and will be selected on a competitive basis.

XV. CONTINUING DISCLOSURE

The City will comply when applicable with Rule 15(c)2-12 of the Securities and Exchange Commission by filing an annual report and annual financial information with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System, and filing material event notices within 10 days of occurrence of certain events as required by the Rule.

XVI. ARBITRAGE REBATE

The City shall comply with all arbitrage rebate requirements as established by the Internal Revenue Service and the Finance Department shall establish a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This effort shall include tracking project expenditures financed with bond proceeds, tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any rebate earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the City's outstanding tax-exempt debt issues. The CFO, or his/her designee, may enter into agreements with arbitrage service providers to assist the City with complying with arbitrage regulations.

XVII. INTERNAL CONTROLS AND POST ISSUANCE COMPLIANCE

The City shall comply with all applicable laws and regulations to ensure the tax-exempt status of its bonds. The Finance Department shall maintain written procedures to document the processes used to monitor the appropriate use of bond proceeds and to ensure compliance with applicable laws and regulations, and shall specify the positions and individuals responsible for these processes.

APPENDIX A

Swap Policy

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I. INTRODUCTION

The swap guidelines outlined herein are only intended to provide general procedural direction regarding the future use, procurement and execution of interest rate swaps and options. These guidelines are intended to relate to various interest rate hedging techniques, including the contractual exchange of different fixed and variable rate payment streams through interest rate swap agreements. The swap policies are not intended in any way to require the City to modify or terminate existing interest rate swaps. The City maintains the right to modify these guidelines and may make exceptions to any of them at any time in its sole discretion. Failure to comply in any manner with these swap guidelines shall not result in liability on the part of the City to any party.

II. APPROACH AND OBJECTIVES

Interest rate swaps and options are appropriate interest rate management tools that can help the City meet important financial objectives. Properly used, these instruments can increase the City's financial flexibility, provide opportunities for interest rate savings or enhanced investment yields, and help the City manage its balance sheet through better matching of assets and liabilities. Swaps should be integrated into the City's overall debt and investment management guidelines and should not be used for speculation.

Swaps are appropriate to use when they achieve a specific objective consistent with the City's overall financial strategies. Swaps may be used, for example, to lock-in a current market fixed rate or create additional variable rate exposure. Swaps may be used to produce interest rate savings, to alter the pattern of debt service payments, or for asset/liability matching purposes. Swaps may be used to cap, limit or hedge variable rate payments. Options granting the right to commence or cancel an underlying swap may be used to the extent the swap itself is consistent with these guidelines or the City determines there are other advantages to be derived in granting the option; however, the City must determine if the use of any such option is appropriate and warranted given the potential benefit, risks, and objectives of the City. The City's staff, together with its Bond Counsel and its Financial Advisor, periodically shall review the City's swap guidelines and recommend appropriate changes.

In connection with the use of any swaps, the City Council shall make a finding that, per Government Code Section 5922, the applicable swap is designed to reduce the amount or duration of the interest rate risk or result in a lower cost of borrowing when used in combination with the issuance or carrying of the Bonds or enhance the relationship between the risk and return with respect to the City's investments or program of investment, as applicable.

Rationales for Utilizing Interest Rate Swaps and Options

- A. Optimize capital structure; including schedule of debt service payments and/or fixed vs. variable rate allocations
- B. Achieve appropriate asset/liability match
- C. Reduce risk, including:
 - 1. Interest rate risk;
 - 2. Tax risk; or
 - 3. Liquidity renewal risk
- D. Provide greater financial flexibility
- E. Generate interest rate savings
- F. Enhance investment yields
- G. Manage exposure to changing markets in advance of anticipated bond issuances (through the use of anticipatory hedging instruments)

III. PERMITTED INSTRUMENTS

The City may utilize the following financial products on a current or forward basis, after identifying the objective(s) to be realized and assessing the attendant risks.

- A. Interest rate swaps, including fixed, floating and/or basis swaps; and
- B. Options, including swaptions, caps, floors, collars and/or cancellation or index-based features

IV. PROCEDURE FOR SUBMISSION AND EXECUTION

Unsolicited proposals are to be mailed to the Chief Financial Officer and the Financial Advisor for evaluation. Such unsolicited proposals need to be received four weeks prior to the next City Council meeting for consideration at such meeting. For proposals received within four weeks of the next City Council meeting, the City reserves the right to consider the proposal at the following month's Council meeting.

Legal costs incurred in connection with an unsolicited proposal shall be paid by the firm submitting the proposal if for whatever reason the proposal does not close or should the City elect for any reason not to proceed. If the City elects to proceed with the

proposed transaction and the proposed transaction closes, the City will absorb such legal costs through costs of issuance.

The City staff and the Financial Advisor shall review all unsolicited proposals prior to presentation to the City Council. The City shall only present proposals to the Council that the City, in its sole discretion, believes should be considered further given, for example, the projected savings or other benefits and the ability to meet one or more of the objectives outlined herein. Only proposals that meet the savings guidelines (as described in the “Guidelines for Financing and Selection of the Financing Team”) or that the City staff find compelling for other reasons, shall be presented.

Procurement and Execution

The City will not have a fixed guideline with respect to swap procurement. The City will assess the benefits of competitively bidding financial products that are non-proprietary or generally available in the marketplace. On a product-by-product basis, the City will have the authority to negotiate the procurement of financial instruments that have customized or specific attributes designed on the City’s behalf.

The use of financial derivative products will be recommended if they meet one of the benefits outlined herein or if they:

- A. Provide a specific benefit not otherwise available;
- B. Produce greater expected interest rate savings or incremental yield than cash market alternatives;
- C. Are not speculative or do not create unreasonable leverage or risk;
- D. Result in an improved capital structure or better asset/liability match; or
- E. Reasonably pass the risk evaluation required by these guidelines

Conformance with Dodd-Frank

It is the intent of the City to conform this policy to the requirements relating to legislation and regulations for over-the-counter derivatives transactions under Title VII of the Wall Street Transparency and Accountability Act of 2010, as supplemented and amended from time to time (herein collectively referred to as “Dodd-Frank”). Pursuant to such intent, it is the policy of the City that: (i) each swap advisor engaged or to be engaged by the City will function as the designated qualified investment representative of the City, sometimes referred to as the “Designated QIR”; (ii) each swap advisor agrees to meet and meets the requirements specified in Commodity Futures Trading

Commission Regulation 23.450(b)(1) or any successor regulation thereto (herein referred to as the “Representative Regulation”); (iii) each swap advisor provide a written certification to the City to the effect that such swap advisor agrees to meet and meets the requirements specified in the Representative Regulation; (iv) the City monitor the performance of each swap advisor consistent with the requirements specified in the Representative Regulation; (v) the City exercise independent judgment in consultation with its swap advisor in evaluating all recommendations, if any, presented by any counterparty with respect to transactions authorized pursuant to this Debt Policy; and (vi) the City rely on the advice of its swap advisor with respect to transactions authorized pursuant to this Debt Policy and not rely on recommendations, if any, presented by any counterparty with respect to transactions authorized pursuant to this Debt Policy.

Counter-Party Risk Assessment

The City will only do business with highly rated counter parties or counter parties whose obligations are supported by highly rated parties. The City will structure swap agreements to protect itself from credit deterioration of counter parties, including the use of credit support annexes or other forms of credit enhancement to secure counter party performance. Such protection shall include any terms and conditions which in the City’s sole discretion are necessary or appropriate or in the City’s best interest.

The City shall enter into interest rate swap transactions only with qualified swap counter parties. Qualified swap counter parties are investment banks as will be identified by the Financial Advisor. Qualified swap counter parties should be rated at least “Aa3” or “AA-” by one of the nationally recognized rating agencies (i.e. Moody’s, Standard and Poor’s, and Fitch) and not rated lower than “A2” or “A” by any nationally recognized rating agency. In addition, the counter party must have a demonstrated record of successfully executing swap transactions as well as creating and implementing innovative ideas in the swap market. Each counter party shall have minimum capitalization of at least \$150 million.

The City should not have an immutable credit standard. However, the City will attempt to do business with highly rated counter parties of “Aa3” or “AA-” or better. For lower rated (below “Aa3” or “AA-”) counter parties, the City should seek credit enhancement in the form of:

- A. Contingent credit support or enhancement; or
- B. Collateral consistent with the policies contained herein

V. SWAP ANALYSIS AND PARTICIPANT REQUIREMENTS

In connection with any swap, the City and its Financial Advisor shall review the proposed transaction and outline any considerations associated with the transaction to the City Council. Such a review should include the following:

- A. The identification of the proposed benefit and potential risks, which shall include, but not necessarily be limited to, those risks outlined herein
- B. Independent analysis of potential savings from a proposed transaction
- C. Fixed versus variable rate and swap exposure before and after the proposed transaction
- D. Market Net Termination Exposure (as outlined herein) for all existing and proposed transactions at the City

Swap Risks

- A. Counter party Risk – The risk of a payment default on a swap by an issuer’s counter party
- B. Termination Risk - The risk that a swap has a negative value and the issuer owes a “breakage” fee if the contract has to be liquidated
- C. Tax Risk – A mismatch between changes in the rate or price on an issuer’s underlying bonds and the swap caused by a reduction or elimination in the benefits of the tax exemption for municipal bonds, e.g. a tax cut, which results in an increase in the ratio of tax-exempt to taxable yields
- D. Basis Risk – A mismatch between the rate on an issuer’s underlying bonds and the rate paid under the swap, e.g. a tax-exempt variable rate issue which trades at 62% of LIBOR while the issuer only receives 60% of LIBOR under the swap
- E. Tax Exemption Risk – The risk that the transaction may make the issuer’s related bonds taxable
- F. Liquidity/Remarketing Risk – The risk that an issuer cannot secure a cost-effective renewal of a Letter or Line of Credit or suffers a failed auction or remarketing with respect to its variable-rate bonds

Benefit Expectation

Financial transactions, using fixed rate swaps or other derivative products, should generate 2% greater projected savings than the savings guidelines (as described in the “Guidelines for Financing and Selection of the Financing Team”) then in effect for traditional bonds. This threshold will serve as a guideline and will not apply should the transaction, in the City’s sole judgment, help to meet any of the objectives outlined herein. The higher savings target reflects the greater complexity and higher risk of derivative financial instruments. At a minimum, such financial transactions should provide a savings of no less than 5% over refunded par regardless of the spread between the financial transaction and a traditional bond refunding.

For example, assuming a refunding of \$100 million of existing bonds, a traditional fixed rate advance refunding that does not use derivative products would have a present value savings threshold of \$5 million, which is 5% of the refunded par. If the refunding structure utilizes a derivative product, the threshold would be \$7 million in present value savings, 7% of the refunded par. Therefore, the transaction utilizing a swap or other derivative product would have to generate an additional \$2 million to meet the target.

For variable rate or other swap transactions that do not result in a fixed interest rate, the City will evaluate any additional value generated through the transaction in assessing the benefits of proceeding, including the ability to meet the objectives outlined herein. These benefits include, for example, reducing interest rate or tax risk, optimizing the capital structure or further reducing interest expense.

In determining any benefit in implementing a fixed-to-variable swap, the cost of remarketing, in addition to the cost of credit enhancement or liquidity fees must be added to the projected variable rate. Such a calculation should consider the trading performance of comparable bonds and any trading premium resulting from a specific form of credit enhancement or liquidity and/or any impact related to broader industry trends.

VI. LEGAL AND CONTRACTUAL REQUIREMENTS

Unless otherwise approved by Council, the City will use standard ISDA swap documentation including the Schedule to the Master Agreement and a Credit Support Annex. The City may use additional documentation if the product is proprietary or the City deems in its sole discretion that such documentation is otherwise in its interest.

Terms and Notional Amount of Swap Agreement

The City shall determine the appropriate term for an interest rate swap agreement on a case-by-case basis. In connection with the issuance or carrying of bonds, the term of the swap agreement between the City and a qualified swap counter party shall not extend beyond the final maturity date of existing debt of the City on the related Project, or in the case of a refunding transaction, beyond the final maturity of the refunding bonds. For purposes of calculating net exposure, credit shall be given to any fixed versus variable rate swaps that offset termination exposure for a specific Project or bond transaction. For variable rate transactions, credit may also be given for any assets that are used to hedge a transaction as long as in the City's judgment such assets are reasonably expected to remain in place on a coterminous basis with the swap.

Terms and conditions of any swap shall be negotiated by the City in the best interests of the City subject to the provisions of the California Government Code and, unless otherwise waived or altered by the City, these guidelines. The swaps between the City and each counter party shall include, as appropriate, payment, term, security, collateral, default, remedy, termination, and other terms, conditions and provisions as the City, in consultation with its Bond Counsel and Financial Advisor, deems necessary or desirable.

Subject to the provisions contained herein, the City swap documentation and terms should include the following:

- A. Downgrade provisions triggering termination shall in no event be worse than those affecting the counter party
- B. Governing law for swaps will be New York law, but should reflect California authorization provisions
- C. The specified indebtedness related to credit events in any swap agreement should be narrowly drafted and refer only to specific project debt
- D. Collateral thresholds should be set on a sliding scale reflective of credit ratings (see Collateral below)
- E. Eligible collateral as set forth in the Collateral section below.
- F. Termination value should be set by "market quotation" methodology, when the City deems appropriate
- G. The City should only agree to an Additional Termination Event for the City to the extent that the ratings on the applicable the City bonds fall below a ratings

trigger acceptable to the City and the counter party and no form of credit support or enhancement is in place

Termination Provision

All swap transactions shall contain provisions granting the City the right to optionally terminate a swap agreement at any time over the term of the agreement. Such a provision shall be required even if any termination is at market. In general, exercising the right to terminate an agreement should produce a benefit to the City, either through the receipt of a payment from a termination or, if the termination payment is made by the City, in conjunction with a conversion to a more beneficial (desirable) debt obligation of the City.

Collateral

As part of any swap agreement, the City shall require collateralization or other forms of credit enhancements to secure any or all swap payment obligations. As appropriate, the City, in consultation with its Bond Counsel and Financial Advisor, may require collateral or other credit enhancement to be posted by each swap counter party under the following circumstances:

- A. Each counter party to the City may be required to post collateral if the credit rating of the counter party or parent falls below the “AAA” category. Additional collateral for further decreases in credit ratings of each counter party shall be posted by each counter party in accordance with the provisions contained in the collateral support agreement to each counter party with the City the City. Maximum un-collateralized exposure for: (i) “AAA” rated counter parties is \$40 million; (ii) “AA” rated counter parties is \$10 million; and (iii) below “AA” category, uncollateralized exposure is zero
- B. Threshold amounts shall be determined by the City on a case-by-case basis. The City will determine the reasonable threshold limits for the initial deposit and for increments of collateral posting thereafter
- C. Collateral shall be deposited with a third party trustee, or as mutually agreed upon between the City and the counter party
- D. A list of acceptable securities that may be posted as collateral and the valuation of such collateral will be determined and mutually agreed upon during negotiation of the swap agreement with each swap counter party. A complete list of acceptable securities and valuation percentages are included as Attachment A

- E. The market value of the collateral shall be determined on at least a monthly basis, or more frequently if the City determines it is in the City's best interest given the specific collateral security
- F. It shall be determined on a case-by-case basis whether other forms of credit enhancement are more beneficial to the City

VII. LIMITATIONS ON TERMINATION EXPOSURE

In order to diversify the City's counter party credit risk, and to limit the City's credit exposure to any one counter party, limits will be established for each counter party based upon both the credit rating of the counter party as well as the relative level of risk associated with each existing and projected swap transaction. The guidelines below provide general termination exposure guidelines with respect to whether the City should enter into an additional transaction with an existing counter party. The City Council may make exceptions to the guidelines at any time to the extent that the execution of a swap achieves one or many of the goals outlined in these guidelines or provides other benefits to the City.

Such guidelines will also not mandate or otherwise force automatic termination by the City or the counter party. Maximum Net Termination Exposure is not intended to impose retroactively any terms and conditions on existing transactions. Such provisions will only act as guidelines in making a determination as to whether or not a proposed transaction should be executed given certain levels of existing and projected net termination exposure to a specific counter party. Additionally, the guidelines below are not intended to require retroactively additional collateral posting for existing transactions. Collateral posting guidelines are described in the "Collateral" section above. The calculation of net termination exposure per counter party will take into consideration multiple transactions, some of which may offset the overall exposure to the City.

Maximum Net Termination Exposure will be based on the sum of (i) the market value of existing transactions as of the first day of the month prior to the execution of any new transaction plus (ii) the expected worse case termination value of the new transaction. The maximum termination exposure will also be tied to the credit rating of a counter party and whether or not the counter party has posted collateral against this exposure.

Under this approach, the City will set limits on individual counter party exposure based on existing as well as new or proposed transactions. For existing transactions, exposure will be based on the market value as of the last quarterly swap valuation report provided by the Financial Advisor. For a new or proposed transaction, the City will calculate the projected maximum exposure based on the estimated maximum exposure assuming two standard deviations. Standard deviation is a statistic obtained by squaring

the average difference from the mean of a distribution of numbers. Two standard deviations capture 95% of the population of a distribution of numbers. For purposes of the calculation, two standard deviations shall be calculated as the annualized standard deviation of weekly swap rates over the preceding 52 weeks. The time period may vary according to market conditions which could range from flat to volatile.

The sum of the existing market value and the projected maximum exposure shall constitute the Maximum Net Termination Exposure. For purposes of this calculation, the City shall include all existing and projected transactions of an individual counter party and all transactions will be analyzed in aggregate such that the maximum exposure will be additive and netted on a per project basis. The rationale behind aggregating and netting on a Project basis is that the exposure will vary for individual members depending on their participation in different projects.

For example, if the City has \$13 million (i.e. the City would owe termination payment) of exposure to a counter party, the Maximum Net Termination Exposure under the definition above, is the projected maximum termination exposure less the outstanding exposure. If projected maximum termination exposure on the proposed transaction, assuming two standard deviations, is \$20 million, net termination exposure would be \$7 million.

The exposure thresholds, which will be reviewed periodically to ensure that they remain appropriate, will also be tied to credit ratings of the counter parties and whether or not collateral has been posted. If collateral has been posted, the City cannot exceed \$30.0 million of collateralized exposure. In addition, there would be a further limit on the amount of uncollateralized exposure, including any threshold amounts under the Credit Support Annex. For AAA-rated counter parties, the City could have up to \$40.0 million of uncollateralized exposure; for counter parties in the AA category, the City could have up to \$10.0 million of uncollateralized exposure and for counter parties below the AA category, the City could have no uncollateralized exposure. If a counter party has more than one rating, the lowest rating will govern for purposes of the calculating the level of exposure. A summary table is provided below.

Credit Ratings	Maximum Collateralized Exposure	Maximum Uncollateralized Exposure	Maximum Total Termination Exposure
AAA	NA	\$40 million	\$40 million
AA Category	\$30 million	\$10 million	\$40 million
Below AA	\$30 million	None	\$30 million

Assuming the same example as above, if the counter party is currently rated “Aa2” and “AA+,” the exposure thresholds would only take effect if Net Termination Exposure increased an additional \$3 million (from the original \$7 million above).

If the exposure limit is exceeded by a counter party, the City shall conduct a review of the exposure limit per counter party. The City, in consultation with its Bond Counsel and Financial Advisor, shall explore remedial strategies to mitigate this exposure.

VIII. ONGOING MANAGEMENT

The City will seek to maximize the benefits and minimize the risks it carries by actively managing its swap program. This will entail frequent monitoring of market conditions, by both the Financial Advisor and swap counter party, for emergent opportunities and risks. Active management may require modifications of existing positions including, for example:

- A. Early termination;
- B. Shortening or lengthening the term;
- C. Sale or purchase of options; or
- D. Use of basis swaps.

On an overall basis, the City's swap program is not expected to be very large relative to all of its investment and debt activities. Swaps will be used in response to particular market conditions and needs of the City for which swaps are the best investment or debt-management option.

IX. ONGOING REPORTING REQUIREMENTS

A written report providing the status of all interest rate swap agreements entered into by the City will be provided to the City Council on an annual basis (or other basis, if so directed by Council) and shall include the following:

- A. A description of all outstanding interest rate swap agreements, including project and bonds series, type of swap, rates paid and received by the City, total notional amount, average life of each swap agreement, remaining term of each swap agreement
- B. Highlights of all material changes to swap agreements or new swap agreements entered into by the City since the last report
- C. Termination exposure of each of the City's interest rate swap agreements
- D. The credit rating of each swap counter party and credit enhancer insuring swap payments, if any

- E. If applicable, information concerning any default by a swap counter party to the City, including but not limited to the financial impact to the City, if any
- F. If applicable, information concerning any default by the City to a swap counter party
- G. A summary of swap agreements that were terminated or that have expired
- H. For a swap transaction entered into to generate debt service savings, the City will calculate on an annual basis the actual debt service requirements versus the projected debt service on the swap transaction at the original time of execution. Such a calculation shall include a determination of the cumulative actual savings (or, if applicable, additional payments made by the City) versus the projected savings at the time the swap was executed.

Attachment A – Acceptable Collateral

Security	Valuation Percentage
Cash	100%
Negotiable debt obligations issued by the U.S. Treasury Department or the Government National Mortgage Association (“Ginnie Mae”), or (y) mortgage backed securities issued by Ginnie Mae (but with respect to either (x) or (y) excluding interest only or principal only stripped securities, securities representing residual interests in mortgage pools, or securities that are not listed on a national securities exchange or regularly quoted in a national quotation service) and in each case having a remaining maturity of: (i) less than one year (ii) one year or greater but less than 10 years (iii) 10 years or greater	100% 98% 95%
Negotiable debt obligations issued by the Federal Home Loan Mortgage Corporation (“Freddie Mac”) or the Federal Home Loan Mortgage Association (“Fannie Mae”) or (y) mortgage backed securities issued by Freddie Mac or Fannie Mae but excluding interest only or principal only stripped securities, securities representing residual interests in mortgage pools, or securities that are not listed on a national securities exchange or regularly quoted in a national quotation service	95%
Any other collateral acceptable to the City in its sole discretion. The valuation percentage shall be determined by the Valuation Agent from time to time and in its reasonable discretion	The valuation percentage shall be determined by the Valuation Agent from time to time and in its reasonable discretion.

For example, if a counter party is required to post \$1 million of collateral and wished to use bonds issued by Ginnie Mae with five years remaining to maturity, it would be required to post \$1,020,409 (\$1 million/0.98) to satisfy the collateral requirement.

City of Roseville Budget Development Policy

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I. INTRODUCTION

This policy outlines the City of Roseville's (City) guidelines for budget development. Consistently following adopted policies will assist the City in achieving its current and future goals in a fiscally responsible and sustainable manner. This policy establishes guidelines for developing the City's annual operating and capital budget as recommended by the Government Finance Officers Association (GFOA) and the National Advisory Council on State and Local Budgeting (NACSLB). This document shall be reviewed on an annual basis to reflect the highest standards of fiscal management and the City's budgetary goals.

II. POLICY

A. Citywide Focus

Consistent with the General Principles of Governance adopted by the City Council in the Elections Ordinance, the City shall maintain a citywide focus during the budget development process and in the adopted budget. Revenues and expenditures shall be budgeted on a citywide basis and not tracked by Council district.

B. General Revenues

General Fund revenues shall not be earmarked for any particular purpose, unless required by law or Generally Accepted Accounting Principles (GAAP). General revenues shall be deposited in the General Fund and appropriated during the budget process or by a separate Council action.

C. Balanced Budget

The City shall adopt and maintain a balanced annual operating budget and an integrated capital budget throughout the fiscal year. For each fund, annual expenditures shall not exceed annual revenues plus available fund balances. It shall remain a goal of the City to maintain a long-term structurally balanced budget, where ongoing revenues support ongoing expenditures.

The City will achieve a structurally balanced budget through efficiencies (i.e., streamlining), permanent reductions to the expenditure base (e.g., eliminating lower priority vacant positions and reducing service levels), and ongoing revenue enhancements. In addition, the City's budget will not rely on reserves or the use of one-time revenues for ongoing expenditures.

D. Public Involvement

Public involvement shall be encouraged in the annual budget decision-making process through public hearings, public outreach, and the dissemination of accessible information. Public participation efforts allow the City to improve performance by identifying general needs, priorities, and service delivery expectations. Public involvement enables the City to be more responsive to the community's needs, thereby increasing the value that the public receives from the City.

E. Operating Budget

The operating budget document shall contain the expected revenue and expenditure appropriations, staffing levels, and summaries for each department. Summary information for each department featured in the budget shall include the primary services, strategic goals and strategies, accomplishments and initiatives, and key performance and workload measures. Department summaries shall be updated annually to ensure departments' priorities and performance measures support the City Council's Strategic Plan.

F. Capital Improvement Program (CIP) and Budget

The City shall develop a Five-Year CIP, which reflects a comprehensive approach to addressing the City's capital needs and the identification of resources for those needs. Critical inputs include infrastructure condition assessments, service level evaluations, asset management information, and review of available funding sources. The Five-Year CIP shall be the basis for the development of the annual CIP budget.

The annual CIP budget shall be developed in conjunction with the operating budget to ensure the effective utilization of the City's overall resources to operate and maintain facilities. The annual CIP budget shall include projects that span multiple fiscal years and result in capitalized assets. The CIP budget may consist of other projects of a capital nature that may not result in an asset and that span multiple fiscal years and have significant cost estimates.

The annual CIP budget shall reflect total estimated project costs for Council approved projects by including all prior and current year expenditures and appropriations, future year project costs, and any future funding needs through project completion. CIP projects shall only be established with partial funding if there is a reasonable expectation that the remaining funding is identified to complete the project within a reasonable timeframe for the type of project.

CIP appropriations remaining unspent at the end of each fiscal year shall be carried forward to the subsequent fiscal year until the project is completed or abandoned. CIP projects, however, shall be reviewed periodically to identify projects that are not progressing with funds available for reprogramming.

G. Indirect Cost Allocation Plan

The City shall use an indirect cost allocation plan to allocate the costs of those general government activities without significant assets or liabilities to all City funds and departments, except that reimbursements for costs allocated between General Fund departments will not be budgeted. Substantial changes in the allocable indirect costs may be amortized or smoothed over a period not to exceed three fiscal years to allow receiving funds to adjust their rates.

H. Indirect Costs Charged to Projects

The City shall use indirect cost rates to allocate the costs of overhead to all multi-year capital improvement projects for proper asset capitalization. Exceptions, other than federal or state grants that don't allow indirect costs, must be approved by the Finance Department.

I. Internal Service Funds

The City shall use internal service funds to allocate general government costs for activities with significant assets and/or liabilities to all City funds and departments. Internal service fund costs are budgeted in and allocated to General Fund departments. The City's internal service fund activities include information technology, fleet management, facilities management, and risk management (general liability and workers compensation).

J. General Fund Five-Year Forecast

The City shall maintain a five-year forecast for the General Fund as an essential fiscal planning tool. The forecast shall be based on the current budget and projections of future expenditures, revenues, and other funding sources over a multi-year period. The evaluation of recommended fiscal actions will focus on a longer-term, rather than short-term context. The five-year forecast is based on a set of point-in-time assumptions. The projected expenditure growth shall be realistic, mainly through the term of the current labor contracts. All revenue forecasts will utilize objective external research and internal forecasting methods. City revenues are economically sensitive, and the five-year revenue forecasts are subject to the same uncertainty and downside risk surrounding

national economic forecasts. It is important to note that the City's significant tax revenues, property and sales taxes, trail economic trends.

K. Basis of Budgeting

The City's budgets for governmental funds, such as the General Fund, special revenue funds, debt service funds, and capital project funds, shall be prepared based on the modified accrual basis of accounting. In other words, revenues are recognized in the accounting period in which they become available and measurable, and expenditures are recognized in the accounting period in which the liability is incurred. An exception to this basis is that disbursements of interfund loans are budgeted as expenditures in lender funds and revenue in borrower funds, and repayments of interfund loans are budgeted as expenditures in borrower funds and revenue in lender funds.

The budget for the City's proprietary funds, consisting of enterprise funds and internal service funds, shall be prepared on the full accrual basis of accounting for all operating revenues and most operating expenses. In other words, revenues are recognized when they are earned, and expenses are recognized when the liability is incurred. Expenses related to long-term assets, primarily capital outlay, and long-term liabilities, including repayment of bonded debt as well as pension and other post-employment benefit expenses, are budgeted on the modified accrual basis of accounting. Repayments of interfund loans are budgeted as expenditures in borrower funds and revenue in lender funds.

The City's budget shall exclude unrealized gains or losses resulting from the change in fair value of investments, as well as amortization of premiums and discounts on the City's investments. These calculations are performed solely for financial statement reporting purposes to comply with GAAP.

City of Roseville General Fund Reserves Policy

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I. INTRODUCTION

The purpose of this policy is to establish targeted levels of General Fund reserves, a basic component of a financially strong city. Adequate reserves help sustain City operations when adverse or unexpected circumstances affect the City, providing resources to minimize service disruption in the event of temporary revenue shortfalls, declared disasters, or unpredicted one-time expenditures. This policy establishes the amounts the City will strive to maintain in the Emergency Reserve, Stabilization Reserve, and Litigation Reserve, and the conditions under which the reserves may be used.

II. BACKGROUND

Financial reserves strengthen the City's financial status and provide valuable resources for managing through economic cycles and addressing unexpected events. Every fund of the City represents a stand-alone financial set of accounts and has its own operating characteristics, financial capabilities, and constraints. The level of reserves needed should be based on the financial and operating characteristics of each fund.

According to the Government Finance Officers Association (GFOA), it is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) in order to protect taxpayers and employees from unexpected changes in financial conditions. GFOA recommends, at a minimum, that general-purpose governments, regardless of size, maintain an unrestricted budgetary fund balance in their General Fund of no less than two months of regular general fund operating revenues or regular General Fund operating expenditures (an amount equivalent to 16.67% of the annual budget).

This policy establishes three months of operating costs (25% of annual budgeted General Fund operating costs) as the City's target level of reserves. This targeted level of reserves consists of the City's Emergency Reserve (10% of annual budgeted General Fund operating costs) and the City's Stabilization Reserve (15% of annual budgeted General Fund operating costs). This policy also establishes \$250,000 as the minimum level in the City's Litigation Reserve. The policy also outlines the methods the City will utilize to achieve the target reserve levels, defines the conditions under which these funds can be used and describes how the City's expenditure and/or revenue levels will be adjusted to match any new economic realities that are causing the use of fund balance reserves as a financing bridge.

III. POLICY

A. Minimum and Target Reserve Levels

The City will maintain an Emergency Reserve at a minimum of 10% of budgeted General Fund operating expenditures. Because the City relies on property tax and sales tax revenue to support over two-thirds of the City's General Fund budget and the negative effects on property and sales tax revenue can be significant during economic downturns, the City will seek to build up and maintain a General Fund Stabilization Reserve equal to 15% of budgeted General Fund operating expenditures as the target reserve level. The Emergency Reserve and Stabilization Reserve shall be reported as commitments of fund balance in the General Fund for external financial reporting. Appropriations from the Emergency Reserve may only be made by a vote of the City Council to meet a critical, unpredictable financial need such as a declared emergency. Appropriations from the Stabilization Reserve may only be made by a vote of the City Council in the event of temporary revenue shortfalls caused by an economic downturn.

B. Methods to Achieve Funding Levels

Funding of the General Fund Reserves will generally come from the adopted budget, year-end excess revenues over expenditures or anticipated one-time revenues. At a minimum, during the budget process, staff shall review the current and five-year projected reserves to ensure that they are appropriate given the economic and financial risk factors the City faces.

C. Criteria for Expenditure of Reserve Funds

The Reserve Funds shall not normally be applied to recurring annual operating expenditures. Appropriation from the Emergency Reserve and Stabilization Reserve Funds requires approval of at least four City Council members. The Litigation Reserve is appropriated annually in the adopted budget.

1. Emergency Reserve

The Emergency Reserve may be used to contend with significant short-term issues such as declared emergencies. It is the intent of the Council to limit use of the Emergency Reserve to addressing unanticipated, nonrecurring needs.

2. Stabilization Reserve

The Stabilization Reserve may be used strategically to allow time for the City to restructure its operation in a deliberate manner as required in an economic downturn while minimizing service disruption. Use of the Stabilization Reserve will only take place in the context of a Council-adopted long-term plan. The Stabilization Reserve is intended to be used to address significant revenue shortfalls that occur during an economic downturn until the City's operating expenditure and revenue levels are adjusted to eliminate structural deficits.

3. Litigation Reserve

The Litigation Reserve may be used for legal matters that are unforeseen and/or unusual in nature and, as a result, typically require reactive measures such as seeking a budget adjustment and a funding source. Some examples are contract disputes, municipal code enforcement, and other public safety enforcement matters. The purpose of this reserve is to address these situations by allowing for proactive handling and funding of such matters.

D. Timeline for Replenishment of the General Fund Reserves

If the General Fund Reserves are drawn down below the minimum levels, a plan will be developed and implemented to replenish the reserves. Replenishing the reserves will be a priority use of one-time resources. Generally, the City should seek to replenish the Emergency Reserve and the Litigation Reserve within one year and the Stabilization Reserve to the minimum reserve level within three years.

City of Roseville
Development Services Stabilization Reserve (DSSR)
Fund Policy

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I. PURPOSE

The purpose of the Development Services Stabilization Reserve (DSSR) Fund (Fund #1013) Policy is to maintain resources in a reserve fund that the City Council may draw from in years of lower development activity. The City will use the DSSR to bridge gaps between budgeted and actual development revenues during periods of significant revenue decline.

II. BACKGROUND

A sustainable funding plan for the Development Services Department's building, planning, and engineering operations is necessary to respond to changes in the economic climate. Establishing a DSSR Fund will provide the department resources during a downturn in development-related activity and time to react to those changes.

III. POLICY

The DSSR shall be established as set forth below, and any changes to the policy will be recommended to the City Council for approval.

A. The DSSR target goal is equivalent to six months of estimated building, planning and engineering revenues.

B. Beginning with Fiscal Year (FY) 2020-21, actual year-end General Fund revenues in excess of budget from Development Service's Building, Planning and Engineering operations will be transferred to the DSSR, provided that the net year-end results (revenue and expenditure budget variance) of the Development Services Department are positive and the reserve is below the target goal.

C. If, at year-end, the amount in reserve exceeds the six-month estimate for the current fiscal year, the City Manager can transfer the excess amount to the General Fund or maintain reserve levels above the six-month estimate if revenues are anticipated to grow in the future fiscal year.

~~B-D.~~ The year-end calculation will occur each year in the summer following the fiscal year end (June 30). The six-month revenue estimate will be based on the current year's budget. For example, the year-end calculation for FY2022-23 will occur in summer 2023, and the six-month revenue estimate calculation will be based on the FY2023-24 budget.

E. The City will only use the DSSR to bridge gaps between projected and actual development-related revenues in Development Services during periods of significant revenue shortfalls. The reserve will help the department maintain

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services during a short-term drop in revenue and will provide time to react to changes necessary during a long-term economic decline.

F. [Appropriation from the DSSR Fund requires approval of at least four City Council members.](#)

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City of Roseville
Federal Stimulus Reserve Fund Policy

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I. PURPOSE

The purpose of this policy is to establish a temporary Federal Stimulus Reserve Fund with the City's allocation of the federal stimulus (2021 Coronavirus State and Local Fiscal Recovery Funds) until one-time expenditures or transfers to other City funds are approved over the remaining course of the pandemic.

The City is required to disburse the federal stimulus funding by December 31, 2024. This temporary reserve fund will be closed after all funding, including interest earned thereon, has been distributed.

Staff will recommend one-time expenditures, or transfers to other City funds, for Council approval consistent with the requirement for the use of the funds to:

- A. respond to or mitigate the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts;
- B. cover otherwise unreimbursed costs incurred as a result of such emergency;
- C. replace revenue that was lost, delayed, or decreased as a result of such emergency; or
- D. address the negative economic impacts of such emergency.

The federal stimulus funding shall not be applied to new ongoing operating expenditures.

City of Roseville
Internal Service Funds - Operating and Replacement Reserves
Policy

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I. PURPOSE

As separate budget and accounting entities, internal service funds (ISFs) need to manage cash reserves within their funds. The purpose of cash reserves in the ISFs is two-fold:

- Operating Reserves - To provide for continuity of service in the event of unanticipated changes to revenues or expenditures, particularly within a single fiscal year when charges for service on client operating departments already have been fixed through the adopted budget.
- Replacement Reserves - To provide funding for capital improvement, rehabilitation, and replacement of capital assets managed, whose useful lives span multiple fiscal years and whose costs yield a burdensome or unaffordable peak in expenditure if assessed on client operating departments as they occur.

In the ISFs, the accumulation and expenditure of reserve balances, including the establishment of targeted reserve levels, shall be as follows.

II. POLICY

A. Operating Reserves

1. Applicability

The following ISFs manage ongoing operations and therefore would benefit from the establishment of an operating reserve:

- Fleet Services
- Facility Services
- Information Technology Operations

Because ISFs do not function within a traditional retail environment, their revenues are not a material factor in the underlying risk to its financial sufficiency. An operating reserve incorporating the effects of billing cycles and collection rates is not applicable. Therefore, the operating reserve shall be established based singularly on a cushion for unforeseen change to critical cost drivers.

2. Targeted Reserve Level

An operating reserve equal to 5-15 percent of annual operating expenditures is appropriate among these service types. Fleet Services and Facility Services will target a 10-15 percent operating reserve level, and Information Technology Operations will target a 5-10 percent operating reserve level. The fund balance of each ISF will serve as its operating

reserve. For purposes of calculating the reserve target, operating expenditures include labor expenses and materials, services, and supplies expenses in the fund. As a metric for calculating a reserve level, operating expenditures should not include capital outlay, debt service, or transfers to other funds.

3. Initial Establishment of the Reserve

The available cash balance in the ISF may be used immediately to establish the operating reserve to its minimum level. If the minimum level is not feasible with existing cash, staff will develop a plan to begin adjusting the charges for service to begin funding the reserve, as described in the following paragraph.

4. Annual Funding of the Reserve

When the reserve is at its minimum level, there is no need to assess client operating departments for additional reserve funding in their annual charge for service. The reserve exists until it is used and falls below its minimum threshold, as designed.

When the operating reserve falls below its minimum level, a plan for replenishing the reserve shall be established as part of the next fiscal year's annual rate calculation process. Under staff discretion at that time, options for replenishing the reserve may include:

- Immediate replenishment to the minimum level in one fiscal year, accomplished by an additional component to the annual charge for service, assessed on client operating departments in proportion to their total charge for services.
- Replenishment to the minimum level over multiple fiscal years, such as two or three, depending on fiscal conditions determined at that time. This moderated plan is also accomplished as an additional component to the annual charge for service assessed on client operating departments in proportion to their total charge for services.

5. Excess Reserves

When cash held in the fund exceeds the minimum operating reserve level, fund managers should determine appropriate uses to avoid over-accumulation and stranding of City resources, as part of the annual rate calculation process in the next fiscal year. Under staff discretion at that time, options for reducing excess reserves may include:

- Reduce client operating department charges for service on a one-time basis in proportion to their total charge for service. This option alternatively may be viewed as reducing the total cost pool driving charges for services by using reserves to fund planned operating expenditures in a single fiscal year.
- Fund previously deferred special projects associated with ISF operations, particularly those projects of broad benefit to all client operating departments.
- Transfer excess cash to the ISF's companion asset replacement/rehabilitation fund to reduce long-term deficiencies or accelerate funding for defined capital needs as allowed by accounting controls.

B. Replacement Reserves

1. Applicability

The following ISFs manage capital assets and therefore would benefit from the establishment of a replacement reserve:

- Fleet Replacement
- Fleet Operations
- Equipment Replacement
- Facility Rehabilitation
- Information Technology Replacement

The replacement reserve shall be based on analysis of long-term scheduled capital improvement, rehabilitation, and replacement of capital assets and equipment managed by the ISF in order to sustain municipal services and prevent City assets' physical deterioration.

Replacement reserves are not typically managed to handle increases in assets and equipment in service. Funding for new or growth in assets and

equipment will need to be identified as a special funding component for client operating departments, the general resources of the City, or the ISF outside of this replacement reserve structure.

2. Targeted Reserve Level

Replacement reserves are dynamic: They are continually added to and spent as assets are rehabilitated or replaced. These ISF's will not target a minimum cash balance but instead manage the reserve's annual funding to enable adequate resources when expenditures are scheduled or needed.

3. Initial Establishment of the Reserve

The available cash balance in these ISF's may be used immediately to establish the replacement reserve. These are the resources available to meet near-term scheduled expenditures and the resources being accumulated for expenditure later as assets require reinvestment or replacement. In ideal circumstances, the cash currently available equals the amount of resources needed along current replacement schedules for all assets in service. The reasonableness of this circumstance will differ depending on the ISF evaluated for one or more of several reasons, such as:

- Past charges for service did not include any funding or included insufficient annual funding for future replacement.
- Assets are routinely replaced beyond their scheduled lives, particularly when ongoing maintenance can extend in-service timelines without unmanageable costs or effort.
- Assets are ultimately replaced by another asset of entirely different cost structure, particularly in areas of more rapid technological change.
- The total value of future replacement needs may not be supportable by charges for service and will require identification of additional funding outside the ISF in the future.

Regardless of the initial reserve establishment's adequacy, charges for service in the next fiscal year should be set to continue funding the reserve on an annual basis, as described in the following paragraph.

4. Annual Funding of the Reserve

The replacement reserve's underlying intention is to distribute the cost of asset replacement evenly over the life of the asset. Therefore, analysis by (individual or category of) asset is required to determine a total annual funding level. Steps for analyzing assets and determining their corresponding reserve funding component are as follows:

- Original Cost Basis: Record assets when placed in service. Assign an expected useful life. Calculate a straight-line annual depreciation amount based on the original cost. This value represents the minimum annual replacement reserve funding amount for assets expected to be replaced at the end of their life-cycle.
- Replacement Cost Basis: Alternatively, record assets when placed in service. Assign an expected useful life. Project a replacement cost based on estimated cost inflation indices from original cost or a known replacement value. Calculate a straight-line depreciation amount based on estimated replacement cost, reducing for any material expected salvage value for fully depreciated assets. The resulting value represents the maximum annual reserve amount for assets expected to be replaced at the end of their life-cycle.
- The method chosen – original cost or replacement cost basis – should be determined at staff discretion in each ISF. Factors influencing the choice of the method include impact to charges for service on client operating departments; external factors that substantially impact asset management between life cycles, such as rapid technological change; and magnitude of interest earnings in the replacement reserve contributing toward total resources available for asset replacement.
- The sum of annual funding amounts by asset (or asset category) represents the total annual reserve contribution to be collected through the ISF's charges for service, dependent upon funding available for rehabilitation and replacement (See Capital Improvement Program Rehabilitation Funding Policy). This annual

funding requirement should be allocated to the client operating departments based on the selected allocation metric for asset replacement in the ISF's rate method, typically in proportion to the department's use of the asset.

5. Excess Reserves

In the unlikely event that replacement reserves are found to exceed scheduled needs, as part of the annual rate calculation process in the next fiscal year, fund managers should determine appropriate uses to avoid over-accumulation and stranding of City resources. Under staff discretion at that time, options for reducing excess reserves may include:

- A planned, one-time reduction to service charges on client operating departments in proportion to their total charge for asset replacement-related services.
- Funding previously deferred special projects associated with asset management for the ISF, particularly those projects of broad benefit to all client operating departments.

City of Roseville
Capital Improvement Program Rehabilitation Funding Policy

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I. INTRODUCTION

The City has significant investments in facilities, equipment, park and recreation amenities and information technology (IT) hardware and software which require ongoing maintenance and eventual replacement. The CIP Rehabilitation funds, i.e. the Facility Rehabilitation Fund; the Equipment Replacement Fund, the Parks, Recreation and Library Capital Projects Fund; and the Information Technology Replacement Fund, are used to fund infrastructure needs for City buildings, equipment, park and recreation amenities and information technology capital replacement. In addition, the City maintains its significant investment in streets with external funding sources that are currently inadequate.

II. BACKGROUND

The City maintains 10-Year Rehabilitation/Replacement plans for its General Fund assets used in service delivery. The 10-year plans reflect an annual General Fund funding requirement of over \$10 million, however the actual amount budgeted in FY2021-22 was \$3.2 million leaving an annual gap of approximately \$7 million.

The City performs an annual review of the 10-year plans to develop CIP Rehabilitation budget recommendations for the City Manager that includes a prioritized list of capital projects that can be recommended for funding or deferral in conjunction with the adoption of the City's CIP Rehabilitation budget.

The expectation is that the annual average demand will continue to trend upward based on projects being deferred and new replacement costs.

Addressing these infrastructure needs has been a stated priority of the City Council and was reaffirmed at the City Council priorities workshop meeting on February 22, 2022. As outlined at that workshop, the proposed budget for CIP Rehabilitation will be increased for FY2022-23 to include \$1.6 million of General Fund resources for street maintenance.

III. POLICY

On an annual basis during each budget process, and until the annual required funding level is attained, the General Fund contribution to CIP Rehabilitation shall increase by \$1,000,000.

**City of Roseville
Pension Funding Policy**

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I. PURPOSE

The City's Pension Funding Policy documents the method the City will use to determine its actuarially determined contributions to fund the long-term cost of benefits to the plan participants and annuitants. The policy also:

- Provides guidance in making annual budget decisions;
- Demonstrates prudent financial management practices;
- Reassures bond rating agencies; and
- Shows employees and the public how pensions will be funded.

II. BACKGROUND

The City provides defined benefit retirement benefits through the California Public Employees' Retirement System (CalPERS). CalPERS is a multiple-employer public employee defined benefit pension plan.

All full-time and certain part-time City employees are eligible to participate in CalPERS. CalPERS provides retirement and disability benefits, annual cost of living adjustments and death benefits to plan members and their beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute.

The financial objective of a defined benefit pension plan is to fund the long-term cost of benefits provided to the plan participants. In order to assure that the plan is financially sustainable, the plan should accumulate adequate resources in a systematic and disciplined manner over the active service life of benefitting employees. This funding policy outlines the method the City will utilize to determine its actuarially determined contributions to fund the long-term cost of benefits to the plan participants and annuitants.

Pension Funding: A Guide for Elected Officials, issued by eleven national groups including the U.S. Conference of Mayors, the International City/County Management Association, and the Government Finance Officers Association, established the following five general policy objectives for a pension funding policy:

- **Actuarially Determined Contributions.** A pension funding plan should be based upon an actuarially determined contribution (ADC) that incorporates both the cost of benefits in the current year and the amortization of the plan's unfunded actuarial accrued liability.

- **Funding Discipline.** A commitment to make timely, actuarially determined contributions to the retirement system is needed to ensure that sufficient assets are available for all current and future retirees.
- **Intergenerational equity.** Annual contributions should be reasonably related to the expected and actual cost of each year of service so that the cost of employee benefits is paid by the generation of taxpayers who receives services from those employees.
- **Contributions as a stable percentage of payroll.** Contributions should be managed so that employer costs remain consistent as a percentage of payroll over time.
- **Accountability and transparency.** Clear reporting of pension funding should include an assessment of whether, how, and when the plan sponsor will ensure sufficient assets are available for all current and future retirees.

III. POLICY

A. Actuarially Determine Contribution (ADC)

CalPERS actuaries will determine the City's ADC to CalPERS based on annual actuarial valuations. The ADC will include the normal cost for current service and amortization of any under-funded amount. The normal cost will be calculated using the entry age normal cost method using economic and non-economic assumptions approved by the CalPERS Board of Administration.

The City will review the CalPERS annual actuarial valuations to validate the completeness and accuracy of the member census data and the reasonableness of the actuarial assumptions.

B. Additional Discretionary Payment (ADP) Contribution

The City will consider making ADP contributions with one-time General Fund resources, with the objectives of increasing the plan's funded status, by reducing the unfunded actuarially accrued liability, and reducing ongoing pension costs.

C. Pension Reserve Trust Fund Contribution

The City will establish and consider making contributions to an Internal Revenue Code Section 115 Pension Trust, with the objective of setting aside extra resources for future pension contributions at reduced investment risk to help smooth volatility from year-to-year fluctuations in annual required contributions.

D. Transparency and Reporting

Funding of the City's pension plans should be transparent to vested parties including plan participants, annuitants, the City Council and Roseville residents. In order to achieve this transparency, the following information shall be available:

- Copies of the annual actuarial valuations for the City's CalPERS plans shall be made available to the City Council.
- The City's Comprehensive Annual Financial Report shall be published on its website. This report includes information on the City's annual contributions to the pension systems and their funded status.
- The City's annual operating budget shall include the City's contributions to CalPERS.

E. Review of Funding Policy

Funding a defined benefit pension plan requires a long-term horizon. As such, the City will review this policy at least every five years to determine if changes to this policy are needed to ensure adequate resources are being accumulated.

City of Roseville
Other Post-Employment Benefits (OPEB) Funding Policy

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I. INTRODUCTION

The purpose of this Funding Policy is to state the overall funding goals for the City of Roseville OPEB Trust. The objective is to accumulate sufficient assets to fully finance the retiree healthcare benefits that the retired employees receive throughout retirement. In meeting this objective, the City will strive to meet the following funding goals:

- A. The City plans to continue to fund retiree medical benefits from operations until such a time as those expenses exceed the City's Actuarially Determined Contribution (ADC). At that time withdrawals from the OPEB Trust will be necessary.
- B. The City intends and plans to ultimately achieve full funding of its actuarially determined OPEB contributions by making increasing contributions to the OPEB trust, to the extent feasible, in the context of other competing demands for public services and employee compensation.
- C. Nothing in this funding policy shall constitute an obligation upon the City, nor an implied contract. The City Council may revoke or amend this policy in the best interests of the City.
- D. Funding of the OPEB Trust does not change the City's obligation or intent to fully pay annual medical costs for retirees.

II. BACKGROUND

The City of Roseville has provided a retiree health benefit to its employees for many years. As a cost reduction strategy, this benefit was eliminated for all bargaining unit employees classified as Tier III. Although eliminated for new employees, this benefit still remains in effect for the majority of the City's employees and must be addressed during the annual budget process.

In an effort to address the long term costs of this expense, a trust was created to begin funding this benefit. The process currently in place is to fund all actual retiree expenses incurred in the current year on a pay-as-you-go basis and make additional contributions to the trust fund.

III. POLICY

The City will engage an OPEB actuary to determine the City's ADC based on biennial actuarial valuations. The ADC will include the normal cost for current service and amortization of the under-funded liability. The normal cost is the current year cost of the program to provide the benefit for current employees in the future. The normal cost

will be calculated using the entry age normal cost method using appropriate economic and non-economic assumptions approved by the City.

The City will review the actuarial valuations to validate the completeness and accuracy of the employee census data and the reasonableness of the actuarial assumptions. Actuarial valuations involve estimates and assumptions about the probability of occurrence of events far into the future. Actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future.

The City will continue to appropriate the ADC in the annual budget for the pay-as-you-go costs of OPEB for current retirees and contributions to the OPEB Trust. In addition, a portion of any one-time monies remaining at the end of each fiscal year may be deposited into the trust, which amount will be determined by Council based on available funds and other priorities.

Funding OPEB requires a long-term horizon. The City will review this policy at a minimum biennially, coincident with preparation of the actuarial valuations, to determine if changes to this policy are necessary to ensure adequate resources are being accumulated to fund OPEB benefits.

City of Roseville
Workers' Compensation and General Liability Funding Policy

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I. INTRODUCTION

The Workers' Compensation and General Liability Funding Policy documents the City's approach to providing adequate financial resources to fund the City's Workers' Compensation and General Liability Programs and establishing and maintaining adequate reserves in the Workers' Compensation and General Liability Internal Service Funds.

II. BACKGROUND

The City is self-insured for workers' compensation and for general liability. The Workers' Compensation and General Liability and Programs charge City departments and funds for the costs of providing for claims, as well as for the cost of administering the claims.

III. POLICY

In order to methodically and consistently measure the City's projected claims, the City will contract with a professional outside actuary to prepare annual actuarial valuation reports for both categories of claims. Program funding will be based on the annual actuarial valuation reports.

The City's funding policy will provide program funding at the 75% confidence level, including recognition of anticipated investment income. Confidence level is used by actuaries to determine the realistic possibilities that a given funding rate will be sufficient to cover all claims that might be incurred in any one program year. A 75% confidence level indicates that the funding rate should be adequate 75% of the time.

If either program maintains a balance above the minimum funding requirement, the excess reserves will be used to subsidize City contributions over a 1-5 year period depending upon the amount of the excess and the City's economic condition.

If either program has excess claims requiring additional contributions to the fund, the City will increase contributions over a 1-3 year period depending on the amount of the shortfall and the City's economic condition to get to the minimum funding requirement.

City of Roseville Interfund Loans Policy

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I. PURPOSE

The City's Interfund Loan Policy documents the methods used by the City to demonstrate prudent financial management over interfund loans. The policy:

- Requires City Council approval of interfund loans, except for short-term working capital loans,
- Permits short-term interfund loans for working capital to cover Council-approved reimbursable grants and projects and other temporary timing differences in cash flows, and
- Prohibits interfund loans from being used to solve ongoing structural budget issues or hindering the accomplishment of any function or project for which the lending fund was established.

II. BACKGROUND

Interfund loans are the lending of cash from one City fund to another for a specific purpose and with a requirement for repayment. The practice of interfund loans is a recognized and necessary aspect of municipal finance. Such loans are typically short-term in nature, and constitute the allocation of resources between individual funds for working capital purposes.

III. POLICY

A. Long-term Loans

Interfund loans, other than short-term working capital loans, must be approved by the City Council. Council approval will include the following terms of the loan:

- Purpose of Interfund Loan
- Identification of the source fund
- Availability of unrestricted funds in the source fund
- Review of multi-year plans for use of source fund cash
- Analysis of legal or contractual restrictions
- Repayment of Interfund Loan

- Repayment must have a payment source and funding stream
- Specific repayment schedule
- Interest imposed at a rate equal to at least investment earnings if loan did not occur
- Other Considerations
- Feasibility of repayment
- Internal controls to monitor repayment

B. Short-term Loans

Short-term interfund loans for working capital to provide cash for Council-approved reimbursable grants and projects, are permitted. Short-term working capital loans are also permitted for temporary timing differences in cash flows when expenditures are incurred before revenue is collected. The source funds for working capital interfund loans are the General Fund and the Automotive Replacement Fund.

C. Prohibited Uses

- Interfund loans will not be used to solve ongoing structural budget issues.
- Interfund loans will not hinder the accomplishment of any function or project for which the lending fund was established.

City of Roseville
Request for Proposals (RFP) Policy
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I. INTRODUCTION

The purpose of this policy is to provide a uniform process for the issuance, evaluation, and selection of competitive proposals for services and/or customized goods.

II. DEFINITION

Request for Proposals (“RFP”) is a competitive proposal process whereby the City solicits proposals from potential proposers. The RFP process is used for requirements in which the desired outcome is known, but it is difficult to define the methodology or the exact materials or services required to achieve the desired results.

Objectives of the RFP process are to:

- A. Describe the City’s requirements and desired outcomes within a written specification;
- B. Solicit proposers for their proposed solutions;
- C. Describe key criteria to be used in the evaluation of proposals;
- D. Outline the terms and conditions under which the proposer(s) will operate or supply goods and/or services.

The City should use its best efforts to ensure that any RFP is as complete and thorough as possible, however should the scope of work or services of any RFP increase by twenty-five percent (25%) or more after publishing the RFP, that RFP should be withdrawn and any proposals rejected and a new RFP should be issued that includes the increased scope of work or services.

III. USE OF AN RFP

- A. Contracts for goods or services with an estimated value greater than the amount stated in Roseville Municipal Code (“RMC”) Sections 4.12.090 and 4.12.095 must be awarded by the use of competitive bids or an RFP, unless exempted by the City Council or law. Contracts for goods or services estimated to be equal or less than the amount stated in RMC Sections 4.12.090 and 4.12.095 may be awarded upon conclusion of informal interviews by representatives of the initiating department and other City staff, including the Purchasing Division (“Purchasing”), or by an RFP, as may be appropriate.
- B. Notwithstanding the foregoing, qualifying goods or services may be procured without issuing a RFP. A qualifying good or service is one where there is only a

single source for obtaining the particular good and/or service. Examples of sole source goods or services include, but are not limited to, patented, copyrighted, licensed items, specialized test equipment/facilities, critical schedule requirements, unique services, and standardized goods or services for which there is only a single source. Prior to contracting with a sole source, the initiating department shall complete the sole source authorization form. Furthermore, with respect to professional services with an estimated amount exceeding the amount stated in RMC Sections 4.12.090 and 4.12.095, such services may not be procured through sole source without the prior authorization of the City Manager and City Attorney.

IV. PUBLIC NOTICE

Public notice of the RFPs shall be given in the same manner as provided in RMC Section 4.12.090.

The originating department (“Department”) should also generate a list of potential proposers to notify and direct them to the RFP section of the City’s website to access the RFP.

V. FORM OF PROPOSAL

- A. City staff must use the City’s latest version of the RFP template for the initial framework of the document and the City’s Purchasing Guidelines should also be referred to. The RFP content should define the Department’s needs and describe the scope of the work, allowing the potential proposer to develop the project details.
- B. Late proposals shall not be accepted, however staff may extend the time for submission of all proposals.
- C. Each proposal must be signed by an authorized representative of the proposer and include the legal name of the proposing organization and the signer’s title. By signing the proposal it is presumed that the signer has authority to bind the proposer to the proposal’s terms.
- D. RFPs are scored based on the criteria presented in the RFP. Proposers may propose any method or process to satisfy the scope of work in the RFP that maximizes responsiveness to the criteria stated in the RFP.

VI. EVALUATION FACTORS

Award of a RFP shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master averaged score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.

Proposals submitted will be reviewed by an evaluation panel. Members of the evaluation panel shall be comprised of City staff and at the option of City may include non-City staff upon approval of the City Manager and City Attorney. After the initial evaluation, proposers that have submitted the best and most complete proposals may be invited to one or more interviews. The number of proposers invited to an interview may vary depending upon the number of proposals submitted.

The RFP may indicate the relative importance of evaluation factors. The following are representative evaluation criteria that may be considered by the Department when preparing a RFP:

- A. Reputation and Experience. Does the proposer have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of his/her clients? Does the proposer have sufficient experience in the kind of work required?
- B. Capability and Availability of Staff. Does the proposer have qualified and experienced staff needed to perform the work?
- C. Understanding of the Problem. Does the proposer demonstrate a thorough understanding of the issues and has it developed a relevant and effective approach?
- D. Proximity of the Proposer. Although no preference shall be given to local businesses, proposer's office and/or staff proximity to City of Roseville offices or work location as it relates to the proposer's ability to be responsive to the project requirements may be considered.
- E. Cost. Whenever possible and appropriate, a proposer's fee or hourly rate should be secured as part of the proposal and considered in the evaluation process. Whenever possible, RFPs should specify methods of submitting proposed costs that can be compared directly with competing proposals.

The City reserves the right to make a selection without interviews; therefore, the proposal should be submitted on the most favorable terms that the proposer might propose.

Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process:

- Quality of presentation
- Ability to meet the City's business goals
- Communication style

A contract will be negotiated with the proposer considered best meeting the City's need for the project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the proposer considered next best in meeting the City's needs for the particular project.

The selected proposer will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.

Evaluation Score Sheets. Upon a request pursuant to section 1.8 below, a proposer is entitled to a master averaged score sheet that reflects the averaged evaluation scores of the proposers during the evaluation panel's initial evaluation and the ranking of proposers from any interview (individual score sheets and/or notes are temporary and are not retained following a determination of the evaluation panel). The master score sheet and ranking shall be prepared by City staff prior to notifying any proposers of the results.

VII. DISCUSSIONS WITH PROPOSERS AND REVISIONS TO PROPOSALS

- A. As provided in the RFP, discussions may be conducted with responsible proposers. These discussions shall be for the purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements. The proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted prior to the evaluation panel's determination of the award recommendation for the purpose of obtaining best and final proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers.
- B. After the evaluation panel has determined the proposer(s) to be recommended for award, the Department may enter negotiations with the recommended

proposer(s) to finalize proposed services and price before the evaluation panel's formal notice of intent to award is made.

VIII. AWARD PROCESS

- A. The award is made to the proposer(s) that is determined to best meet the overall needs of the City. For contracts for goods or services with an estimated value greater than the amount stated in RMC Sections 4.12.090 and 4.12.095, the award of such contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract with an estimated value greater than the amount stated in RMC Sections 4.12.090 and 4.12.095.
- B. Rejection of RFP. The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any proposer(s) in response to any RFP. RFPs do not constitute any form of offer to contract.
- C. Multiple Award. The City reserves the right to award the contract to multiple proposers when applicable.
- D. A formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.

IX. PUBLIC DISCLOSURE

In accordance with the California Public Records Act, proposals submitted in response to a RFP, master averaged score sheets from the initial evaluation, and/or rankings from any interview shall be made available upon a public records request only after: (1) the proposal evaluation process is complete, (2) a contract has been negotiated, and (3) notice of intent to award has been made and/or the contract is placed on a City Council meeting agenda.

X. PROTESTS

- A. Protest Requirements
 - 1. Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be

allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

2. RFPs must include a notification to prospective proposers of this protest policy.
3. Departments must notify and consult with Purchasing and the City Attorney's Office immediately upon becoming aware of any potential or actual protest. In the event of a proper protest, the RFP process shall be stayed pursuant to Section X (D) of this Policy.

B. Grounds for Protest

1. The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.
2. The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

C. Administrative Review

Upon receipt of the protest in accordance with Section X (A), and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

D. Stay of Action during a Protest

In the event a protest is filed under Section X, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

1. The City Manager or designee makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or
2. The City decides to reject all proposals and issue a new RFP.

City of Roseville
Internal Control Policy

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I. INTRODUCTION

The purpose of this City policy is to document the internal control framework adopted by the City and to formalize certain policies and procedures to further the goal of fiscal responsibility through effective and comprehensive internal controls.

II. BACKGROUND

The City has a responsibility to taxpayers, ratepayers and constituents regarding stewardship of public funds and other assets. In the City's efforts to serve the public as City officials or employees, the City establishes this Internal Control Policy using recognized best practices and state and federal guidelines. California Government Code (GC) section 12422.51 requires the State Controller to develop internal control guidelines applicable to local agencies. The intent of the legislation was to assist local agencies in establishing a system of internal control to safeguard assets and prevent and detect financial errors and fraud. The City's Internal Control Policy conforms to the State Controller's Office (SCO) Internal Control Guidelines for California Local Agencies, as well as to the federal Office of Management and Budget (OMB)'s "Green Book", Standards for Internal Control in the Federal Government. The internal control framework adopted by the SCO and OMB in their guidelines was originally developed by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), an organization that develops guidelines for businesses to evaluate internal controls, risk management, and fraud deterrence.

Internal control is defined as a process effected by an entity's oversight body, management and other personnel that provides reasonable assurance the entity's objectives will be achieved. Internal controls are policies and procedures put in place to help achieve goals and objectives. There is however an inherent limitation on the effectiveness of any internal control due to the cost/benefit relationship that must be considered, meaning that the cost of the internal control should not outweigh the potential benefit of the control.

III. FIVE COMPONENTS OF INTERNAL CONTROL

Internal control is comprised of five components that work together in an integrated framework:

- Control Environment
- Risk Assessment
- Control Activities
- Information and Communication
- Monitoring Activities

A. Control Environment

The control environment is the foundation for all other components of internal control, providing discipline and structure. Moreover, management establishes the tone at the top regarding the importance of internal control and expected standards of conduct and reinforces expectations at various levels. Control environment factors include the integrity, ethical values and competence of the City's personnel; the way management assigns authority and responsibility and organizes and develops its personnel; and the attention and direction provided by the City Council.

The control environment is the set of standards, processes, and structures that provide the basis for carrying out internal control across the City. The City Council and management establish the "tone at the top" regarding the importance of internal control, including expected standards of conduct, which then cascade down throughout the various levels of the organization and have a pervasive effect on the overall system of internal control. The control environment extends beyond the idea of culture and comprises the following:

1. The City's integrity and ethical values
2. The City Council's oversight responsibilities
3. The assignment of authority and responsibility
4. The process for attracting, developing, and retaining employees
5. The measures, incentives, and rewards to drive accountability for performance

The City's control environment is influenced by a variety of factors including its history, values, market, and the competitive and regulatory landscape. An organization that establishes and maintains a strong control environment positions itself to be more resilient in the face of internal and external pressures.

The City's policies and procedures include but are not limited to:

1. City Management has established the values and operating style for the organization through its Core Competencies and relevant policies and procedures, and communicated them to all employees.
2. City Council and management, as well as designated code filers identified by Resolution No. 22-042 (including as periodically readopted, replaced,

amended, and revised), receive and update their ethics training as required by AB 1234.

3. The City regularly considers the structure of the organization in terms of its size and the nature of its operation.
4. Management has established policies and practices reflecting expectations of competence.
5. Management provides the mentoring and training needed to attract, develop, and retain sufficient and competent personnel.

B. Risk Assessment

A local government's risk assessment process involves identifying risks to achieving organizational objectives, assessing the design of internal controls that mitigate these risks, and assessing whether the controls are effective. Risk assessment must be conducted by management on an on-going basis and include the following steps:

1. Define objectives clearly to enable the identification of risks and define risk tolerances.
2. Identify, analyze and respond to risks related to achieving the defined objectives.
3. Consider the potential for fraud when identifying, analyzing and responding to risks.
4. Identify, analyze and respond to significant changes that could impact the internal control system.

Internal changes such as changes in operating activities, the control environment, or organizational structure in addition to external changes such as changes within the regulatory environment, technological and economic changes all have an effect on risk. For this reason, a continuing effort to assess changes in risk and their effect on internal controls must be conducted.

The City's policies and procedures include but are not limited to:

1. City management addresses risk assessment in conjunction with the supervision of staff. When providing direction to staff in the performance of their duties, management may identify information as to the types of

errors, policy violations, fraud, or noncompliance to which they should be attentive in the performance of their duties.

2. City Department Head Team communicates regularly about new or changed risks, conditions, actions, or events that may impact the ability of departments to manage the risks relevant to their operations.
3. Finance personnel attend training sessions to become aware of new accounting pronouncements and emerging issues in order to further identify and manage risks associated with proper financial reporting.
4. Departments send staff to conferences and program training sessions for the purpose of identifying likely risks of noncompliance, fraud, and error relevant to the programs that they manage.
5. The Information Technology (IT) Department periodically identifies and communicates risks for which employees should be particularly vigilant.

C. Control Activities

Control activities are the policies and procedures that help ensure that management directives are carried out. Control activities, whether within IT or manual systems, have various objectives and are applied at various organizational and functional levels. Examples of specific control activities include those relating to the following:

1. Authorization
2. Financial performance reviews
3. Information processing
4. Physical controls
5. Segregation of duties

The City's policies and procedures include but are not limited to:

1. Staff perform timely bank reconciliations as an effective tool to detect errors.
2. Internal financial reports are reviewed and compared to budget on a periodic basis and variances are investigated.
3. Purchasing guidelines are established that detail authorization limits, when contracts are required, and when purchases are subject to bidding or informal quotes.

4. Positive pay, which is a banking service to quickly detect check fraud, is employed.
5. Investment and debt policies are approved by Council to define the parameters and authorizations for investing and issuing long-term debt.
6. Procedures are established to ensure timely repayment and compliance with on-going debt covenants.
7. The Council-adopted budget ordinance is the policy used to establish budgetary control and the approval process required for budget adjustments.
8. Exceptions to any City policy or Administrative Regulation must be documented in writing and approved by an Assistant City Manager or the City Manager.

D. Information and Communication

Information is necessary for an entity to carry out internal control responsibilities to support the achievement of its objectives. Management obtains or generates and uses relevant and quality information from both internal and external sources to support the functioning of other components of internal control. Communication is the continual, iterative process of providing, sharing, and obtaining necessary information. Internal communication is the means by which information is disseminated throughout the organization, flowing up, down, and across the entity. It enables staff to receive a clear message from management that control responsibilities must be taken seriously. External communication is twofold as it enables inbound communication of relevant external information and provides information to external parties in response to requirements and expectations.

Communication is not an isolated internal control component. It affects every aspect of an organization's operations and helps support the system of internal control. The feedback from this communication network can help management evaluate how well the various components of the system of internal control are working.

The City's policies and procedures include but are not limited to:

1. The City Council adopts annual budgets and budget adjustments after a budget development process that encourages public engagement.

2. Staff provide quarterly financial reports to the City Council for review.
3. City management provides written instructions to all financial personnel with a role in the budget development and year-end close processes.
4. The City uses intranet and internet sites to communicate important information to employees, the City Council, and the public. Information provided on internet sites includes annual financial reports, adopted budgets, and summaries of City Council actions.
5. The City uses management-authorized job descriptions for all personnel.
6. The City monitors events at the state and national levels for pertinent legislative and regulatory actions.
7. Meetings of management personnel are conducted to review City Council agenda items, new initiatives, budget updates, and other important information.
8. City departments conduct staff meetings which provide an opportunity for information sharing up, down, and across the organization.

E. Monitoring

Monitoring involves evaluating the effectiveness of internal controls on an on-going basis and taking remedial actions when necessary. On-going monitoring activities often are built into the normal recurring activities and include regular management and supervisory activities. Management's monitoring of controls includes considering whether they are operating as intended and that they are modified as appropriate for changes in conditions.

The City's policies and procedures include but are not limited to:

1. Staff use the quarterly review of budget-to-actual reports to ascertain the on-going quality of the accounting controls that are used to produce reliable and consistent financial information about the City.
2. Staff respond to information received from employees regarding the accuracy of their payroll checks in order to give the City information about the quality of the internal controls associated with the payroll process.

3. Staff respond to information received from vendors regarding the accuracy of payments made on vendor invoices in order to give the City information about the quality of the internal controls associated with the accounts payable process.
4. Staff respond to information received from customers regarding the accuracy of utility billings in order to give the City information about the quality of the internal controls associated with the utility billing system.
5. Staff follow up on corrective action plans for audit findings until recommendations are implemented.

City of Roseville Procurement Code of Ethics Policy

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I. INTRODUCTION

Public employees are stewards of public funds and must ensure that expenditures of public funds, such as through the procurement and contracting process, occur in an ethical and responsible manner. All employees must perform their duties impartially to assure fair, competitive access to governmental procurement and to discourage conduct that is inconsistent with the proper execution of the employee's duties. Moreover, public employees must maintain a standard of conduct that inspires public confidence and trust in the integrity of the City's procurement process.

II. PURPOSE

The purpose of this policy is to provide a well-defined and established code of ethics for City of Roseville employees, including public procurement professionals, who interact with the public and represent the City in any way in relation to all procurement activities and to ensure integrity in the procurement and contract process.

III. POLICY

It is the policy of the City of Roseville to foster public confidence in the integrity of the City's procurement process by ensuring that all employees who engage in public procurement adhere to the City's Procurement Code of Ethics Policy (incorporating and aggregating by reference applicable established Administrative Regulations (AR), policies, rules, etc.) to perform their duties with integrity, honesty, fairness, and transparency and to avoid conflict of interests including offers of personal benefit.

This Policy, as described above, integrates the following non-exhaustive list of already-established ARs, policies, rules, etc.:

- AR 2.03 – Harassment, Discrimination, and Retaliation Policy
- AR 2.14 – Acceptance of Gifts and Gratuities by City Employees
- AR 3.01 – Use of Service Agreements
- AR 4.02 – Department Head and Supervisor Responsibility for Conflict of Interest Compliance
- AR 4.06 – Prohibited Conflicts of Interest with Regard to Administering Federal Funds
- AR 4.07 – Authorized Signatures on Contracts
- AR 4.08 – Contract Change Order Authority
- AR 6.07.1 – City Credit Card – Card Usage Policy
- AR 6.11 – Travel/Lodging and Meal Expenses
- Personnel Rule 3.01.030 – Anti-reprisal
- Personnel Rule 3.15.030 – Gifts and Gratuities

- Personnel Rule 3.15.040 – General Employee Conduct
- Personnel Rule 3.16.020 – Causes for Discipline
- RFP Policy
- Purchasing Guidelines
- PCard Policies and Procedures
- Resolution No. 22-042

IV. STANDARDS OF ETHICAL CONDUCT

- A. Employees shall act impartially and with the highest degree of integrity to foster public confidence in city government, and will make every effort to ensure open and fair competition for all available City business in accordance with the Roseville Municipal Code and this Policy.
- B. Employees shall conduct themselves in a courteous and professional manner with vendors, contractors, consultants and suppliers, henceforth referred to as “vendors”; internal customers, and members of the public with whom they come into contact, striving to act objectively and without discrimination or bias of any form.
- C. Employees shall not use confidential or sensitive information acquired in the course of their duties for personal gain or for the benefit of family or friends, and will act only within the official level of their authority.
- D. Employees shall keep their supervisor informed as necessary, immediately upon learning of a potential or existing problem that may impact the integrity of a procurement or contract activity.
- E. Employees shall not willfully or unlawfully conceal, remove, mutilate, falsify, or destroy any government document or record (unless destruction is occurring pursuant to other applicable policies), nor shall they make any false or fictitious statements in connection with any official procurement matter, document or record.

V. CONDUCT WITH OUTSIDE VENDORS AND CONTRACTORS

- A. Employees shall base all purchases on the principle of competitive bidding/quotes and City practices consistent with the existing laws and policies of the City.

- B. Employees shall grant all competitive quotes or bids equal consideration, regard each transaction on its own merits, and promote fair, ethical, and legal trade practices. Employees shall not give out information about bids or bidders prior to bid opening and as consistent with current policies and practices. Any information provided must be provided in a controlled manner to ensure that all potential bidders receive the same information at the same time.
- C. Employees shall refrain from showing favoritism or being influenced by outside vendors through the acceptance of gifts, gratuities, loans or favors.
- D. Employees shall refrain from requiring outside vendors to pay to be included on an approved or preferred vendor/contractor list.
- E. Employees shall refrain from requesting donations of goods or services to the City.
- F. Employees shall avoid the exertion of undue influence or abuse of power.

VI. CONFLICT OF INTEREST IN PROCUREMENT

These guidelines shall be read in conjunction with existing laws, rules, policies and practices, including City Resolution No. 22-042 (including as periodically readopted, replaced, amended, and revised), designating required code filers, applicable FPPC laws, rules and regulations.

- A. Employees shall avoid all potential or actual conflicts of interest to ensure that all procurement decisions are made in an independent and impartial manner.
- B. Purchasing staff and others who regularly participate in contract activities on behalf of the City must disclose relevant financial interests as required by State Law and by City policy and to annually review those statements in conjunction with this Policy and other ethical standards.
- C. If a possible conflict of interest is identified, it must be reported to the Department Head and reviewed and documented with the City Attorney's Office.
- D. Employees shall declare a conflict when a vendor is to be selected for contract award that employs them, or their immediate family member or partner, or is about to employ them.

- E. Employees shall, upon learning that the City is conducting or intends to conduct business with a vendor with which they, or a member of their immediate family have a financial interest, immediately disclose this real or apparent potential conflict of interest to their supervisor and refrain from all activity with respect to this vendor.
- F. Employees shall not, in the performance of their official duties, participate directly or indirectly in any matter pertaining to any contract, or subcontract, and any solicitation or proposal thereof, in which to the employee's knowledge:
 - 1. They or any member of their immediate family has a disqualifying financial interest;
 - 2. A business or organization in which they or any member of their immediate family has a disqualifying financial interest as an officer, director, trustee, partner or employee, is a party; or
 - 3. Any other person, business, or organization with whom they or a member of their immediate family is negotiating or has an agreement concerning prospective employment, is a party.
- G. Direct or indirect participation, for purposes for Section (VI)(G), shall include, but is not limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement transaction, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

For any situation in which there is uncertainty and for the protection of the employee and the City, the facts of each situation should be evaluated in coordination with the City Attorney's Office.

VII. CONFLICT OF INTEREST CHECKLIST

- A. Employees should consider all of the following questions to determine whether a potential or actual conflict of interest exists through their participation in a proposed procurement or contract activity – each situation is fact-sensitive and this list is intended to provide general guidance only:
 - 1. Personal Relationships

- a) Do you currently have or have had any official, professional, financial, or personal relationships with any person or firm associated with the proposed procurement activity?
- b) In your opinion, might this affect your judgment or your ability to execute the proposed procurement activity in a fair and impartial manner?

2. Stock and Investments

- a) Do you own any stock in any company likely to be affected by or involved in the proposed procurement activity?
- b) Does your spouse, domestic partner, or a dependent own any stock in any company likely to be affected by or involved in the proposed procurement activity?
- c) Do you hold any investments in any entity (e.g., partnership, limited liability company, or a trust) likely to be affected by or involved in the proposed procurement activity?
- d) Does your spouse, domestic partner, or a dependent hold any investments in any entity (e.g., partnership, limited liability company, or a trust) likely to be affected by or involved in the proposed procurement activity?

3. Employment and Consulting

- a) Is your spouse, domestic partner, or a dependent employed/retained by anyone likely to be affected by or involved in the proposed procurement activity?
- b) Has your spouse, domestic partner, or dependent been previously employed/retained by anyone likely to be affected by or involved in the proposed procurement activity?
- c) Have you been employed/retained by anyone likely to be affected by or involved in the proposed procurement activity?

4. Payment or Gifts

- a) Within the past 12 months, have you received any payments or gifts of \$50.00 or more from anyone likely to be affected by or involved in the proposed procurement activity?
 - b) Within the past 12 months, has your spouse, domestic partner, or a dependent received any payments or gifts of \$50.00 or more from anyone likely to be affected by or involved in the proposed procurement activity?
5. Real Estate
- a) Do you own real property that is likely to be affected by or involved in the proposed procurement activity?
 - b) Does your spouse, domestic partner, or a dependent own real property that is likely to be affected by or involved in the proposed procurement activity?
6. Positions
- a) Do you currently hold a position (e.g., member of a board of directors) of any entity (e.g., a company, partnership, association, nonprofit) that is likely to be affected by or involved in the proposed procurement activity?
 - b) Does your spouse, domestic partner, or a dependent hold a position (e.g., member of a board of directors) of any entity (e.g., a company, partnership, association, nonprofit) that is likely to be affected by or involved in the proposed procurement activity?
7. Are you aware of any facts or circumstances that might give someone the impression that your participation in this process would create a conflict of interest?

VIII. CONFIDENTIALITY DURING THE RFP EVALUATION PROCESS

City employees, vendors, and outside evaluators who participate in the Request for Proposals (RFP) evaluation process shall not share any information about responses received and the evaluation process until the City issues a Notice of Intent to Award and as described in the RFP Policy.

City of Roseville
Roseville Electric Utility Financial Policy

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I. PURPOSE

The purpose of Roseville Electric Utility's financial policies is to provide management guidance to maintain a fiscally sound utility.

II. BACKGROUND

Establishing financial policies assists the utility by:

1. Providing long term direction
2. Providing guidance for managing resources
3. Setting goals for rate planning
4. Maintaining and improving bond ratings and outlooks
5. Adopting metrics to measure and sustain a strong financial position.

Roseville Electric Utility uses financial ratios from these policies to analyze performance trends and compare financial results to other utilities. These ratios and benchmarks are also used by credit rating agencies, investors, and bond insurers to measure credit worthiness.

III. POLICY

The five financial policies include:

- Rate Stabilization Fund
- Debt Service Coverage Ratio
- Days Cash on Hand
- Fixed Cost Coverage
- Debt Service Reserve

1. Rate Stabilization Fund

Maintain a rate stabilization fund (contingency reserves) balance of a minimum 40% and maximum 90% of operating expenses with a target balance of 65%.

The purpose of the rate stabilization fund is to provide reserves to cover large contingencies such as fluctuation in fuel costs, while limiting or leveling out the impact of cost increases to rate payers. Reserve adequacy is reviewed carefully by rating agencies, bond insurers, and bondholders when evaluating a company's financial position.

The balance in the rate stabilization fund will fluctuate from year to year as funds are transferred into and from operations, maintaining level rates for our customers. The goal is to maintain an average target for the rate stabilization fund of 65% of the annual operating expenses, accepting a range of 40% to 90% in any fiscal year. By establishing a goal to maintain the rate stabilization fund at 65% of operating costs, Roseville Electric Utility should possess sufficient reserves available for contingencies.

2. Debt Service Coverage Ratio

Maintain an annual debt service coverage ratio of minimum 2.0. Maintain a debt service coverage requirement as required by bond covenants.

The debt service coverage ratio is one of the primary measures of a utility's financial position. This ratio calculates funds available to pay debt service and measures a utility's ability to meet its annual debt obligations. This is a key indicator used by rating agencies, bond insurers, and investors in evaluating our ability to meet our annual debt obligations. The formula is (annual net revenues annual debt service obligations).

3. Days Cash on Hand

Maintain a cash balance (excluding restricted items) greater than 250 days.

Days cash on hand is an indication of how many days operating expenses could be paid before additional income is needed. It measures a utility's ability to meet its annual operating obligations. This is a key indicator used by rating agencies, bond insurers, and investors in evaluating our ability to meet our operating obligations. The formula is (cash*365 / annual operating expenses - depreciation).

Restricted cash and cash held with joint powers agencies are excluded from the calculation.

4. Fixed Cost Coverage

Minimum fixed cost coverage ratio of 1.5.

Fixed cost coverage is an indication of how many times fixed costs can be paid from income. This is a key indicator used by rating agencies, bond insurers, and investors in evaluating the utility's ability to pay fixed costs. The formula is (Net revenue – net transfers (including General Fund transfers) not included in net revenue + total debt service) / (total debt service). The debt service includes Roseville's off balance sheet debt obligation held by joint powers agencies.

5. Debt Service Reserve

Maintain a fully funded debt service reserve as required by bond covenants.

Debt service reserve ensures adequate cash is available to fund payments to bond holders. Actual cash is held by a fiscal agent and a reservation of fund balance is recorded in the financial statements. The value is set by bond covenant documents and is typically equal to one full year of debt service.

**City of Roseville
Environmental Utilities Financial Management Policy**

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April 2015

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1. Executive Summary

The Roseville Environmental Utilities Department (the “EUD” or the “Department”) manages the city’s water, wastewater and solid waste utilities (the “Utilities”). The Utilities are separately managed financial entities and as such, each faces different constraints and environments and must manage its finances accordingly. With this notion in mind, the Utilities developed this Financial Management Policy (the “Policy”) with the intent of giving each Utility a set of guidelines with which it can successfully and prudently manage its finances.

The Policy affirms the currently used Rehabilitation and Enterprise Fund guidelines, clarifies and adjusts targets for cash flows available for debt service and operating costs, and establishes targets for sizing Reserves (previously 10% of Operating Expenses).

Specifically, the Policy sets cash flow management guidelines for both the debt holding and non-debt holding enterprises and recommends reserve levels based on each Utility’s respective risk profile. To the extent that a Utility holds public debt, the Policy establishes Debt Service Coverage (“DSC”) targets to ensure the Utility’s ability to meet both its operating and debt service obligations; otherwise, the Policy recommends managing cash flow by targeting an Operating Ratio (Operating Income divided by Operating Expenses). The Policy then sets recommends reserve levels in order to help the Utilities manage exposure to operating risks, critical failures, and rate volatility. The Policy also provides recommended conditions for rate actions when cash flows and/or Reserves deviate from their prescribed targets.

2. Introduction

The Utilities are publicly-owned community assets for the City of Roseville (“Roseville” or the “City”) that provide safe, reliable, competitively-priced water, wastewater, solid waste, and recycled water services to all of their customers. The Utilities prepared the Policy with the intent of establishing guidelines for managing the financial profiles of each Utility.¹

The Policy is divided into six sections: Purpose, Defining Financial Strength, Enterprise Fund Fees and Rates, Rehabilitation Funds, Recommended Debt Service Coverage and Operating Ratio Policies, Recommended Reserve Policies, and Interaction between Coverage and Reserves.

It is intended that to maintain relevance, the Utilities will revisit the Policy periodically if there is a material change in risk exposures or conditions.

¹The Policy focuses on the Water, Wastewater, and Solid Waste Utilities as the Recycled Water Utility does not keep independent financial records but is currently part of the Wastewater Utility.

3. Purpose

The purpose of this Financial Management Policy is to provide a set of guidelines for prudently managing the financial profiles of the Utilities. In practice, this Policy will discipline the budgeting and rate setting practices, establish guidelines to improve the financial health of each Utility over the long term, and seek to balance the need for capacity growth while maintaining competitively low rates.

Like all enterprises, the Utilities manage cash flow to cover expenditures and hold reserves to address anticipated and unanticipated funding requirements.

The Policy is based upon the understanding that the following factors are important and should serve as the relevant goals of the Policy. These goals establish that each Utility should:

1. Manage rates to avoid significant year-over-year rate adjustments.
2. Strive to maintain and invest in its respective system.
3. Maintain reserves for financial exposures.
4. Cost-effectively obtain funds to maintain and invest in its respective system.

The Policy is further intended to offer the Roseville City Council (the “City Council”) guiding directives to staff for decisions and recommendations related to the financial profile of each Utility.

The Policy is not prescriptive in terms of how the Utilities set rates; however, there is a nexus between the rates that each Utility charges and its respective financial profile. While the Policy attempts to recognize the balance between each enterprise’s risk management, financial risk management and rate setting, the Policy cannot resolve conflicts between competing objectives and so it instead provides guidelines for the financial management of each Utility to be considered by the City Council and staff in coordination with other considerations.

4. Defining Financial Strength and Credit Considerations

The Utilities’ businesses are subject to a number of significant environmental, market, and regulatory considerations on national, state, and local levels. The determination of financial strength is subjective, but it ultimately relates to the expectation that the Utilities can continue to meet their primary financial goals in the context of the macro considerations that each Utility faces.

Anticipated and Unanticipated Financial Considerations

One characteristic of financial strength is the ability to prepare for anticipated events and obligations including, but not limited to:

- Operation and maintenance expenses (O&M).
- Debt service payments.
- Exposure to weather related events such as droughts.
- Response to existing or impending regulations.

Another characteristic of financial strength is the ability to address unanticipated considerations including, but not limited to:

- Unanticipated general reduction in customer demand.
- One or more operational events (natural disaster or other events including force majeure, etc.) that could dramatically increase costs or reduce resource options, the loss of one or more large customers.
- Market disruption that increases the cost of borrowed funds.
- Counterparty's inability to perform on a contract.
- Change in regulatory or environmental regulations.
- Unanticipated increase in compensation costs.

While such considerations are by nature, unanticipated, the Policy recognizes that the financial strength of each Utility is at least partially related to the ability to address such considerations should they arise.

Ratings as Indicators of Financial Strength

While credit ratings are important yardstick indicators of financial strength, the Policy is not focused on maintaining credit ratings but rather the overall financial strength of the Utilities as only some of the Utilities have or will have ratings. It is expected, however, that by following the guidelines of the Policy, the Utilities will maintain strong credit ratings.

Specifically, it is expected that the Water Utility will be able to maintain A+ category ratings and will be able to make a strong case for AA- category ratings while the Wastewater Utility will be able to support the South Placer Wastewater Authority ("SPWA") in maintaining A or higher, category ratings. SPWA issues debt on behalf of the City of Roseville, Placer County and South Placer Municipal Utility District for regional wastewater treatment facilities to be used by these agencies.

5. Enterprise Fund Rates and Fees

Environmental Utilities are 100% self-sufficient. The primary revenue streams for the Utilities are rates and fees established by the City Council. This Policy identifies the manner in which rates and fees are set and the extent to which they cover the cost of services provided. A revenue system that requires the identification of both the cost of the programs and the portions of the cost that will be recovered through those revenues allow the Department and its utility customers to develop a better understanding of the cost of services and to consider the appropriateness of established rates and fees.

Policy

The City will set rates and fees at levels related to cover the reasonable cost of providing services which includes direct and indirect costs such as operating and maintenance, overhead, infrastructure rehabilitation, and debt service. The Department will review these rates and fees annually in the budget process and will recommend rates that are expected to produce revenues sufficient to fully fund the reasonable costs of providing services. Further,

- All rates and fees shall be adopted in accordance with the provisions of Prop 218 and AB1600.
- The City will examine utility rates through the cost of service process every two years or as otherwise determined in an effort to avoid the rate shock that occurs when rates are evaluated less frequently.
- Revenue and expenses will be projected using conservatism.
- Revenue requirements will be based on long-term planning objectives.

During the rate and fee setting process, the City will consider the rates and fees of other agencies as comparing the City's rates and fees to other agencies' provides useful background information because:

- Other agencies' rates and fees reflect in some ways the current "market's" rates for similar services provided by the Utilities and can assist the City in assessing the reasonableness of proposed rate and fee changes.
- They can serve as a benchmark for how cost-effectively the Utilities are providing their services.

Rates and fee comparisons, however, should never be the sole or primary criteria used in the City's rate and fee setting process. The City should also place under consideration:

- What level of cost recovery is the rate and/or fee intended to achieve?
- What costs are considered in the computation of rates and fees?
- Timing: When was the last time the other agencies' fees were comprehensively evaluated?

- What level of service do the other agencies provide compared to the City's?
- Are other agencies' rate structures significantly different than the City's and what is each entities' rate structure intended to achieve?

6. Rehabilitation Funds

The Utilities have established Water, Wastewater and Solid Waste Rehabilitation Funds (the "Rehabilitation Funds"). The Water and Wastewater Rehabilitation Funds administer the capital rehabilitation and replacement of existing infrastructure assets. Solid Waste Rehabilitation Funds are used for the rehabilitation and replacement of bins and cans.

Policy

Sources of Revenue

The primary source of revenue for the Rehabilitation Funds is Utility rates. City Council adopted Utility rate schedules include an amount for the rehabilitation or replacement of infrastructure assets or capital assets for each utility. The rates are collected in the Operations Funds and transferred to the Rehabilitation Funds.

The Wastewater Rehabilitation Fund also includes local wastewater connection fees. These fees are collected for the specific purpose of purchasing and/or replacing capital equipment required for the maintenance of wastewater facilities. Other sources of revenue for the Wastewater Rehabilitation Fund include:

- Interest earned on unexpended funds or reserves that will remain in the Rehabilitation Funds and be available for approved expenditures.
- Any grant, loan, or other source of revenue obtained for the purpose of capital rehabilitation or replacement or infrastructure assets will be included in the Rehabilitation Fund, made available for approved expenditures, and accounted for as required by the grant, loan, or other source.

Expenditures

Rehabilitation Funds may only be used for Water and Wastewater infrastructure asset or Solid Waste capital asset capital rehabilitation or replacement expenditures. These expenditures:

- Must serve the purpose of benefiting the existing Water, Wastewater, or Solid Waste Utility customers.
- Must be approved by City Council.
- Must be included in the Rehabilitation Plan unless needed for unanticipated utility emergency purposes.

- May include updates necessary to comply with changes to regulatory requirements.
- Must be necessary to maintain the existing level of service which may include technological advancements.
- Must not increase capacity or conduct improvements beyond the scope described above.
- May be approved to pay for the respective utilities' debt service.
- If incurred in conjunction with an outside source of revenue (i.e. grant), must be accounted for as required by the outside revenue source.

Investments

Investments must be made in accordance with City investment policies.

Fund Balances

The Rehabilitation Funds will be administered independent of each other and of any other funds within the Utilities or the City. Lending of funds to or from the Rehabilitation Funds must be approved by City Council, must be considered only for the benefit of the respective water, wastewater, and solid waste systems and utility funds, and only for the benefit of the respective water, wastewater, and solid waste customers. Interest will be paid at the then prevailing interest rate for city-pooled investments. Further, the majority of each Utility's Rehabilitation Fund balances should be invested or held in "liquid" assets (e.g., cash, money market accounts, treasuries, etc.) in order to ensure that immediate rehabilitation expenses can be met in a timely manner. Lending from the Rehabilitation funds will only be considered if they do not conflict with planned capital plan needs over the horizon of the repayment period.

Assessment of Capital Plan

The water and wastewater capital rehabilitation and replacement needs will be reevaluated periodically. Items to be considered include, but are not limited to:

- Asset lifetimes by class of asset
- Inflation rates for both operating and capital costs
- Unit costs for asset replacement
- Fund interest yield rates
- Condition, criticality, and operational usefulness of assets
- Desired levels of service
- Consequences when desired levels are not met
- Risk of asset failure and level of acceptable risk of failure
- Measurements of various asset attributes that indicate how well an asset performs

The amounts transferred from Operation Funds to Rehabilitation Funds will be adjusted as necessary to reflect changes in the rehabilitation and replacement funding requirements. The impact of such adjustments on utility rates will also be analyzed to determine if an adjustment to water, wastewater, or solid waste utility rates is necessary.

Roseville Public Utilities Commission

The Roseville Public Utilities Commission will provide recommendations on the implementation of these policies, as appropriate, consistent with their role as an advisory body to the Roseville City Council.

Rehabilitation Fund Policy Review

The Rehabilitation Fund Policies designate a reassessment of the policies from time to time to determine if any changes are necessary. Any changes must be approved by the City Council.

7. Recommended Debt Service Coverage and Operating Ratio Policies

This Policy recommends managing funds primarily to Debt Service Coverage (“DSC”) or Operating Ratios while maintaining a focus on reserves as well in order to meet each Utility’s management goals.

Policy

A practical minimum DSC is 1.00x without reserves because at 1.00x, the Utilities are paying operating costs and debt service on a cash flow basis. There are, however, below the line cash outflows that should also be considered.

Direct Debt Service Coverage and Operating Ratio Policy

This Policy recommends the Water and Wastewater Utilities maintain DSC of 1.80x. This level maintains a cushion above the bond covenant requirement of 1.10x for the Wastewater Utility and 1.20x for the Water Utility. At 1.80x DSC, the Water and Wastewater Utilities can reliably use cash flow to pay for their operations including related depreciation expenses. The 1.80x DSC would leave adequate cash funding available to invest in general system improvements; however, significant capital improvements or additions would probably have to be financed with debt. This strikes a balance between funding capital through higher rates paid by current customers and funding capital through bond financing paid by future customers.

The Solid Waste Utility has historically enjoyed stable Net Operating Revenues. Due to the lack of volatility and overall lack of depreciable assets, it is recommended that the Solid Waste Utility maintain an Operating Ratio of 1.30x. The 1.30x Operating Ratio would leave

sufficient cash funding available to invest in any necessary capital improvements on a pay-go basis.

Using Reserves to Meet Coverage

The Policy recommends that the Utilities calculate DSC and Operating Ratios without Reserves and without accounting for Rate Stabilization Fund draws. The use of rolling coverage in calculating DSC is very useful for legal compliance purposes but it is not recommended for operating and financial management purposes as it may give an inaccurate depiction of financial health.

8. Recommended Reserve Policy

Reserves are important to the Utilities because they help to:

- Ensure cash exists for the timely payment of bills.
- Maintain the short-term and long-term financial health of each Utility.
- Maintain stable rates for customers.
- Fund unanticipated cost contingencies.
- Ensure funds exist for system improvements.
- Act as a significant factor in bond ratings.
- Identify when financing should be procured.
- Identify the need for rate actions.

Policy

The most common approach to sizing Reserves is by number of days of expenses. Water and wastewater utilities of about equivalent size to the City of Roseville Water and Wastewater Utilities typically have reserves of at least 250 days. Reserves of approximately 365 Days' Cash would be more typical for AA-/A+ category rated utilities and would be more appropriate to match the risks that the Water and Wastewater Utilities manage. It is recommended that the Solid Waste Utility maintain Days' Cash of approximately 90 days for the reasons described below.

Operating Risk Management

The Utilities use reserves to handle fluctuations and adjustments in everyday expenses. It is recommended that each Utility maintains approximately 90 days' worth of Operating Expenses as one subcomponent of the Reserves. Such reserves would, amongst other things, be intended to cover timing issues with regard to payments, fluctuations in purchased water costs, and other operational issues. In consideration of these fluctuations in cost and cash requirement, 90 Days' Cash for regular operation management is a modest first component of the recommended Reserves.

System Critical Failure

Each Utility should consider maintaining a portion of the Reserves that is for a single emergency event (e.g., treatment facility closure, conveyance disruption, etc.). In total, it is recommended that the Reserves set aside for system critical failure be equivalent to approximately 1.0 - 2.0% of the Capital Assets belonging to each respective Utility. Due to the lack of Capital Assets possessed by the Solid Waste Utility, it is not recommended that the Solid Waste Utility keep any reserves for the event of a system critical failure. This component of the Reserves may be forgone if it is determined that each Utility's exposure to critical failures is adequately covered through insurance.

Rate Stabilization

In addition to addressing operating and maintenance issues, Reserves serve two other important purposes:

1. Reserves act as a shock absorber for ratepayers.
2. Reserves offer security to each Utility's debt holders. If an unusual financial or operating event leaves a Utility short of cash, Reserves can be used to avoid an immediate increase in rates to cover the shortfall.

Keeping some Reserves for rate stabilization would allow the Utilities to ensure that under virtually no circumstance would an Event of Default situation occur within a single year, and that the City Council would have the year to contemplate ways to prevent investors from enforcing rate actions on the Utilities' customers.

For such reasons, it is advisable that the Water and Wastewater Utilities target Reserves sized for rate stabilization at approximately 50% of annual operating expenses or roughly 180 Days' Cash.

Because the Solid Waste Utility does not hold any debt and has historically experienced very stable net revenues, it is recommended that the Solid Waste Utility not hold any reserves for the purpose of rate stabilization.

Other Uses for Reserves

The aforementioned categories are those that most clearly merit the allocation of Reserves but are by no means the only categories of financial exposure that the Utilities could manage with Reserves. For instance, the Utilities have significant Pension and Other Post-Employment Benefit liabilities that could generate a cash requirement. Further, to the extent that the Solid Waste Utility faces fees for the closure of a landfill or similar occurrence, it may be prudent to hold additional reserves for such an event. Other risk categories such as interest rate exposure are relatively small and do not need to be reserved for separately, but are real risks that could potentially be managed with Reserves.

Reserve Policy Summary

These recommendations would suggest that the following would be the appropriate Reserve levels for each Utility:

- Operating Risk Management: 90 Days' Cash
- System Critical Failure (Water and Wastewater Only): 1.0 - 2.0% of Capital Assets
- Rate Stabilization (Water and Wastewater only): ~180 Days' Cash
- Total Reserves: ~270 Days' Cash plus 1.0 - 2.0% of Capital Assets (Water and Wastewater); 90 Days' Cash (Solid Waste)

While these areas of consideration were evaluated in order to conceptualize the appropriate size of the Reserves, each Utility intends to maintain a single Reserve without separate buckets. These Reserve allocations are neither abnormally high nor low for industry standards. Each component of the Reserves is sized at less than the maximum possible exposure for each component because there is a recognition that it is unlikely several of the risks each Utility faces would materialize simultaneously.

Building and Drawing Upon Reserves

The Water and Wastewater Utilities are targeting Reserves of about 270 Days' Cash plus 1.0 - 2.0% of Capital Assets while the Solid Waste Utility is targeting 90 Days' Cash, however, there is no intention of setting rates to maintain Reserves equal to the levels prescribed above. The purpose of Reserves is to address the financial impacts of revenue and expense fluctuations and unanticipated events. Excess reserves can be used for several financial imperatives including but not limited to financing capital improvements on a pay-go basis, paying down existing debt, or lowering rates. The general philosophy of the proposed range is that the Water and Wastewater Utilities should target 270 Days' Cash plus 1.0 - 2.0% of Capital Assets and the Solid Waste Utility should target reserves of 90 Days' Cash. Each of the Utilities should limit reserves to 130% of the respective reserve targets. Each Utility's Reserves would increase or decrease depending upon many factors for a given year; however, to the extent that each Utility achieves its DSC or Operating Ratio Policy targets, Reserves would remain fairly stable. Reserves would increase or decrease under the following conditions:

- Net Revenues Available for Debt Service are higher or lower than budgeted/projected as a result of higher or lower Revenues and Expenses
- Debt Service is higher or lower than budgeted/projected
- Capital investment in the system from Net Revenues is higher or lower than budgeted/projected
- Debt issued for capital investment is greater or less than budgeted/projected

9. Interaction Between Coverage and Ratios, Reserves, and Rates

For reasons described in the sections above, the Policy prescribed specific targets for DSC and Operating Ratios and Reserves. However, the Policy anticipates that in practice there is a range of acceptable results and a balance between cash flow and reserve levels is warranted.

A rate increase should be considered by the City Council if any of the following conditions (the “Rate Increase Conditions”) are projected in the five-year forecast:

- DSC without Reserves will be less than 1.80x
- Operating Ratios (Solid Waste Only) without Reserves will be less than 1.30x
- Any rate increase would be greater than six percent
- A major expenditure is expected

Rate increases indicated by the above conditions that would exceed six percent in any one year can be spread over multiple years.

No rate increase for the purpose of increasing reserves or DSC should be considered if DSC or Operating Ratios without Reserves are above their respective targeted levels and Reserves are projected to be greater than the targeted levels of 270 Days’ Cash plus 1.0 – 2.0% of Capital Assets for the Water and Wastewater Utilities and 90 Days’ Cash for the Solid Waste Utility.

Lastly, it is important to note that recommendations in the Policy are associated with projected financial conditions for the Fiscal Year End of future years. Actual results will vary based on weather, market conditions, etc. In addition, Reserves and cash flow may be more or less robust within a Fiscal Year, relative to the Fiscal Year End but considering such fluctuations within a year would overly complicate monitoring with only marginal benefit.

10. Conclusion

The Policy was drafted with the intent of providing guiding directives to the Utilities’ management and staff for decisions and recommendations related to each Utility’s financial profile.

The Policy is a fairly incremental change from existing policies. Specifically, the Policy affirms the currently used Rehabilitation and Enterprise Fund guidelines, clarifies and adjusts targets for cash flows available for debt service and operating costs, and adjusts targets for sizing Reserves (previously 40% of Operating Expenses).

In its most abbreviated form, the Policy targets 1.80x DSC without Reserves for the Water and Wastewater Utilities and an Operating Ratio of 1.30x for the Solid Waste Utility. It targets Unrestricted Reserves sized at 270 Days’ Cash plus 1.0 – 2.0% of Capital Assets for

the Water and Wastewater Utilities and 90 Days' Cash for the Solid Waste Utility and establishes tolerable maximums. The Policy also provides recommended conditions for rate actions when cash flows and/or Reserves deviate from the targets. The table below summarizes the policy targets described above.

Summary of Policy Targets			
Utility	Water	Wastewater	Solid Waste
Debt Service Coverage or Operating Ratio (x)	1.80 DSC	1.80 DSC	1.30
Reserves (Days' Cash)			
Operating Risk Management	90	90	90
System Critical Failure (% of Capital Assets)	1-2%	1-2%	0%
Rate Stabilization	180	180	0
Total	270 + 1-2% of Capital Assets	270 + 1-2% of Capital Assets	90

The Policy is intended to be revisited and updated periodically if there are material changes in the risk exposures or conditions each Utility faces.

Finally, and perhaps most importantly, the Policy is ultimately intended to serve as a guide and it in no way restricts the ability of the City Council to review proposed rate actions, debt issuances, or other actions of substance to each Utility.

Appendix I –Peer Water Utility Financial Management Results

Peer Water Utility Financial Results (FY2014)			
Utility	City of Redding ¹	City of Sacramento ²	Yuba City
Ratings (M/S/F)	-/AA/-	-/AA-/AA-	-/A+/AA-
Revenues/Expenses			
Operating Revenues	\$18,423,339	\$94,382,000	\$11,794,764
Operating Expenses (Excluding Depreciation)	\$13,245,963	\$43,215,000	\$4,815,664
Net Operating Revenue	\$5,177,376	\$51,167,000	\$6,979,100
Non-Operating Revenue (Expenses)	\$1,074,049	(\$4,373,000)	\$2,468,918
Net Revenue Available for Debt Service ³	\$6,515,804	\$46,794,000	\$5,204,350
Depreciation & Amortization	\$3,457,758	\$16,951,000	\$4,718,299
Net Revenue after Depreciation & Amortization	\$2,793,667	\$29,843,000	\$4,729,719
Cash			
Unrestricted ⁴	\$23,402,105	\$71,087,000	\$14,543,831
Days' Cash on Hand	645	600	1,102
Debt			
Total Debt Outstanding	\$5,925,956	\$399,134,612	\$50,214,569
Annual Debt Service	\$1,091,335	\$11,279,000	\$2,915,149
Debt Service Coverage (Operating)	5.97x	4.15x	1.79x
Debt Service Coverage	4.74x	4.54x	2.39x

¹Issues debt through the Redding Joint Powers Financing Authority

²City of Sacramento reports data rounded to the nearest thousand

³If not specified, assumed to be Net Operating Revenue (Excluding Depreciation) plus Non-Operating Income

⁴Unrestricted Cash defined as: "Unrestricted Net Assets"

Data from City of Redding, City of Sacramento, and Yuba City comprehensive annual financial reports

Appendix II –Peer Wastewater Utility Financial Management Results

Peer Wastewater Utility Financial Results (FY2014)			
Utility	City of Redding ^{1,3}	City of Stockton	City of Vacaville
Ratings (M/S/F)	-/AA/-	Ba1/-/A-	-/-/-
Revenues/Expenses			
Operating Revenues	\$22,720,092	\$59,953,318	\$32,219,462
Operating Expenses (Excluding Depreciation)	\$12,527,074	\$40,172,822	\$18,603,458
Net Operating Revenue	\$10,193,018	\$19,780,496	\$13,616,004
Non-Operating Revenue (Expenses)	(\$175,350)	(\$3,662,856)	(\$662,109)
Net Revenue Available for Debt Service ²	\$11,645,032	\$21,057,331	\$12,953,895
Depreciation & Amortization	\$5,924,400	\$11,161,304	\$5,367,829
Net Revenue after Depreciation & Amortization	\$4,093,268	\$4,956,336	\$7,586,066
Cash			
Unrestricted ³	\$20,151,993	\$38,576,321	\$61,918,880
Days' Cash on Hand	587	350	1,215
Debt			
Total Debt Outstanding	\$91,119,042	\$81,270,000	\$168,768,665
Annual Debt Service	\$8,117,463	\$7,373,138	\$8,557,860
Debt Service Coverage (Operating)	1.26x	2.68x	1.59x
Debt Service Coverage	1.43x	2.86x	1.51x

¹Issues debt through the Redding Joint Powers Financing Authority

²If not specified, assumed to be Net Operating Revenue (Excluding Depreciation) plus Non-Operating Income

³Unrestricted Cash defined as: "Unrestricted Net Assets"

Data from City of Redding, City of Stockton, and City of Vacaville comprehensive annual financial reports



COUNCIL COMMUNICATION

CC #: 2694
File #: 0709-01

Title: HOUSING SUCCESSOR AGENCY/CITY COUNCIL - 2023-24 Homeless Prevention and Rapid Rehousing Funding Recommendations
Contact: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us
Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 8.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve funding recommendations for the 2023-24 Homeless Prevention and Rapid Rehousing Program and authorize the City Manager, or his designee, to execute all related grant agreements.

BACKGROUND

In 2013, Senate Bill 341 was adopted, which amended Section 34176.1 of the Health and Safety Code and allows up to \$250,000 in Low and Moderate Income Housing Asset Fund (Low/Mod) resources controlled by the Housing Successor Agency to support homeless prevention programs. In 2017, City of Roseville partnered with Sutter Health to create Roseville's Homeless Prevention and Rapid Rehousing program (HPRR). Sutter Health committed a total of \$500,000 to the program over 3 years and their funding commitment ended in 2019. In 2020, during an unprecedented year of need, the Citizen's Benefit Fund donated \$365,000 in one-time monies to help fully fund the FY2020-21 HPRR applications.

In July of 2020, City Council approved an application to the State of California for Permanent Local Housing Allocation (PLHA) funding for the Cities of Roseville and Rocklin. The Roseville Housing Division subsequently received awards for both applications, which will support Roseville's HPRR program with PLHA funds for a total of 5 years, through FY 25/26. The goal of Roseville's HPRR program is to provide temporary assistance to prevent a household from losing permanent housing and/or in obtaining permanent housing. Eligible services for this grant funding include temporary rental assistance, short-term hotel vouchers, housing relocation and stabilization services, housing navigation services, mediation and outreach to property owners, credit repair, security deposits, utility payments, and case management related to these activities. Supportive case management services allow people to obtain and retain housing. These services are extremely effective in reducing the financial burden and trauma of homelessness.

PLHA funding for FY2023-24 consists of City of Roseville's award for \$536,004 and City of

Rocklin's award for \$230,295. Combining these funds with the allowable \$250,000 in Low/Mod funds controlled by the Housing Successor Agency allows for a total of \$1,016,299 this round. PLHA funds allow up to 5 percent of the award funds to be used for administration, or \$38,314.95. HPRR programs and projects must serve households at or below extremely low income (0-30% of Area Median Income) and assist persons who are experiencing homelessness or at-risk of homelessness.

The Roseville Housing Division received six applications from eight agencies in response to the HPRR Notice of Funding Availability (NOFA). Applications were reviewed using criteria from prior years as well as City Council's direction to place the greatest weight on measurable outcomes from prior awards. The review panel consisted of staff from City of Roseville Housing Division, City of Rocklin Community Development, Roseville Police Department's Social Services Unit and City of Roseville Government Relations. The panel made the following funding recommendations based on available funding:

Applicant	HPRR Program Activities	Recommendation
ASK (AMI Housing, Saint Vincent de Paul, and Kids First)	Hotel Vouchers, Utility Payments, Temporary Rent, Rental Deposit, Case Management	\$500,000
The Gathering Inn	Emergency Shelter, Resource Center, Temporary Rent, Rental Deposit, Case Management, Housing Coordination	\$250,000
Salvation Army	Utility Payments, Temporary Rent	\$40,000
The Unity Care Group	Temporary Rent, Rental Deposit, Case Management, Unit Repairs (beyond deposit)	\$123,794
Volunteers of America HomeStart	Emergency Shelter, Case Management	\$64,896
	City Administration	\$37,609
Total		\$1,016,299

WeeCare Inc. submitted an application for their Back2Work program designed to support low (50-80% of Area Median) and moderate (81-120% of Area Median) income unemployed households who may be experiencing homelessness and are in need of childcare to secure employment and improve housing stability. The review panel determined that childcare is not a direct barrier to housing and the Back2Work program did not meet the qualifications for HPRR funding. WeeCare's program was designed to support only low and moderate-income households and the HPRR program must support extremely low-income households.

Grantees are required to submit reporting every six months on specific program outcomes including total residents served and leveraging of funds to ensure efficient delivery of services. The City continues to work to improve collaboration, efficiency, and outcomes by managing grants with performance-based measurements. As a result of these local policies, staff continues to see increased collaboration that reaches beyond city grant contracts.

FISCAL IMPACT

For many years, the General Fund and Council Discretionary Funds made commitments to fund programs such as the hotel voucher program. The Homeless Prevention and Rapid Rehousing grant program has reduced costs to both the City of Roseville and the community as a whole. The recommended funding allocations utilize Low/Mod fund and Permanent Local Housing Allocation. The recommendations do not result in any cost to the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of the Homeless Prevention and Rapid Rehousing program grants do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Suzanne Acrell, Housing Analyst

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-167

HOUSING SUCCESSOR AGENCY
OF THE CITY OF ROSEVILLE

RESOLUTION NO. 23-167

APPROVING FUNDING RECOMMENDATIONS AND AUTHORIZING THE CITY
MANAGER OR DESIGNEE TO EXECUTE GRANT AGREEMENTS
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, under Senate Bill 341, Housing Successors, after meeting certain obligations, can use up to \$250,000 per year for the purposes of Homeless Prevention and Rapid Rehousing Services; and

WHEREAS, in 2017, City of Roseville partnered with Sutter Health to create Roseville's Homeless Prevention and Rapid Rehousing program (HPRR), at which time Sutter Health committed \$500,000 to the program over 3 years, but their funding commitment ended in 2019; and

WHEREAS, during an unprecedented year of need, the Citizen's Benefit Fund donated \$365,000 in one time monies to help fully fund the FY2020-21 HPRR applications; and

WHEREAS, in July of 2020, City Council approved an application to the State of California for Permanent Local Housing Allocation (PLHA) funding for the Cities of Roseville and Rocklin; and

WHEREAS, the Roseville Housing Division subsequently received awards for both applications and future funding of Roseville's HPRR program will be funded with Low/Mod and City of Roseville and Rocklin PLHA funds; and

WHEREAS, PLHA funding for FY2023-24 consists of Roseville's award for \$536,004 and Rocklin's award for \$230,295 along with the allowable \$250,000 in Low/Mod funds allows for a total of \$1,016,299 this round; and

WHEREAS, the City recently issued a Notice of Funding Availability (NOFA) regarding the availability of these funds as grants, for which six applications were received; and

WHEREAS, a review panel of staff from the City of Roseville Housing Division, City of Rocklin Community Development, Roseville Police Department Social Services Unit and City of Roseville Government Relations, met to review applications and submitted funding recommendations for \$1,016,299; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the funding recommendations for \$1,016,299 as identified in the staff report are hereby approved and that the City Manager or his designee is authorized to execute all related grant agreements on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 3rd day of May 2023, by the following vote on roll call:

AYES AGENCY MEMBERS:

NOES AGENCY MEMBERS:

ABSENT AGENCY MEMBERS:

ABSTAIN AGENCY MEMBERS:

ATTEST:

CHAIR

Secretary



COUNCIL COMMUNICATION

CC #: 2725

File #: 0709-03-02

Title: Reservation of Affordable Housing Funds for Development of Affordable Housing Projects
Contact: Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 5/17/2023

Item #: 8.5.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to reserve a total of \$7,500,000 for the following affordable housing projects:

1. Increase reservation to \$3,000,000 from the City of Roseville Local Housing Trust Fund and \$3,000,000 from the State Local Housing Trust Fund toward the construction of Mercy Housing's affordable housing project, Pleasant Grove Apartments for an amended total reservation of \$6,000,000; and
2. Reserve \$500,000 from the City of Roseville Local Housing Trust Fund, \$500,000 from the State Local Housing Trust Fund, and \$500,000 from the Low and Moderate Income funds toward the construction of Hampstead Partners' workforce housing project, Prospera at Fiddymont Apartments for a total reservation of \$1,500,000.

BACKGROUND

The Roseville Housing Division has submitted annual applications for the California Housing and Community Development Department's (HCD) Local Housing Trust Fund (LHTF) program since 2020. This funding provides matching grants to Local Housing Trust Funds established by cities and counties, Native American Tribes and incorporated 501(c)(3) non-profit organizations in order to expand funding sources and increase the supply of affordable housing. To meet eligibility, the Roseville Housing Division released its own NOFA in June 2021 to identify qualified affordable housing developers and establish a list of projects. The Housing Division received three responses to the 2021 NOFA, all of which were placed on the City's Affordable Housing Pipeline with initial funding commitments.

In 2021, the City applied for \$5 million in LHTF and HCD approved an award of \$1,135,761. In April 2022, Council approved funding reservations of \$2.5 million to each of the three projects listed in the Affordable Housing Pipeline. The reservations were comprised of both City and state LHTF as well as City affordable housing funds in order to demonstrate a commitment of local

funds and support all three projects in qualifying for additional affordable housing funding opportunities. The only project that was fully funded at that time was Hampstead’s affordable project, Prospera at Fiddymment.

In April of 2022, the City applied for an additional \$3,937,500 for HCD’s 2022 LHTF program, utilizing the existing Affordable Housing Pipeline report, with the intent of fully funding the two remaining projects in the pipeline. The City was successful in its application and HCD awarded the requested amount in October of 2022. After the 2022 LHTF application had been submitted, the state notified the City of an augmented 2021 LHTF award of an additional \$1,680,584 for a total 2021 award of \$2,816,345.

Based on HCD’s 2021 LHTF augmented award and the 2022 LHTF award, City Council approved amended funding reservations to increase Mercy Housing’s project to \$4 million and Bridge Housing’s project to \$3.5 million as initially committed. The increase in awarded funds created an excess of LHTF funds that must be expended to support affordable housing development.

Additionally, with the City of Roseville’s Prohousing Designation from HCD, the City was eligible to apply for \$1.6 million in Prohousing Incentive Pilot (PIP) program funds. Adding to our sources of available funding, the Housing Successor may expend up to 5 percent of the statutory value of real property owned by the housing successor per fiscal year. The Housing Successor’s 2021/2022 Report of Required information reported a total value of \$11,315,569 which would allow a maximum of \$565,778 to be loaned for affordable housing development.

Given these additional resources and our excess LHTF funds, the Housing Division released a NOFA in February of 2023 to identify additional qualified affordable housing developers and add to the new Affordable Housing Pipeline of qualified projects (Attachment 1). The sources of capital funds made available for this NOFA included:

City of Roseville LHTF	\$1,500,000
State LHTF	\$1,500,000
Prohousing Incentive Pilot Program	\$1,600,000
Low/Mod Income Fund	\$ 500,000
Total	\$5,150,000

The Housing Division received two responses to the NOFA. Mercy Housing requested an additional \$3,550,000 to augment their current 98-unit project. Hampstead Partners requested \$1,500,000 to assist with the construction of their workforce project located adjacent to their affordable project at Prospera at Fiddymment. Additional funding will allow the Mercy Housing project to be more competitive and increase its chance of receiving tax credit funding. A reservation of fund for Hampstead Partners’ workforce project will assist with the financing gap created by the volatility in market conditions and severe increase in construction costs. Staff is requesting one amended reservation and one new reservation in order to deliver commitment letters to the two developers for future funding applications. The requested reservations are as follows:

- Increase reservation for Mercy Housing’s affordable housing project, Pleasant Grove Apartments, from \$4 million to a reservation of \$6 million - \$3 million from the City of Roseville Local Housing Trust Fund and \$3 million from the State Local Housing Trust Fund; and

- Make a new reservation for Hampstead Partner's workforce housing project, Prospera at Fiddymment Apartments, - \$500,000 from the City of Roseville Local Housing Trust Fund, \$500,000 from the State Local Housing Trust Fund, and \$500,000 from the Low and Moderate Income Fund.

If the City is successful and HCD awards PIP funding, staff will bring forward another request for reservation of \$1,550,000 in PIP funding to assist Mercy Housing with predevelopment costs for their Pleasant Grove Apartments project. If approved, staff will bring forward the necessary loan and regulatory agreement documents required for development of the projects for Council review and consideration.

FISCAL IMPACT

The City's Local Housing Trust Fund receives funding from developer in-lieu fees, payoffs from resales and payoffs from developer subsidy loans. The Housing Division has funding available in the Local Housing Trust Fund, which will be used to match state-awarded LHTFs. The Housing Successor may expend up to an amount equal to 5 percent of the statutory value of real property owned by the housing successor and of loans and grants receivable per fiscal year. The Housing Successor's 2021/2022 Report of Required information reported a total value of \$11,315,569 and may loan up to \$565,778. No General Fund resources will be used for the Local Housing Trust Fund reservation of funds.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Goal D - Enhance economic vitality

Respectfully Submitted,

Trisha Isom, Housing Manager

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-196

Affordable Housing Pipeline

RESOLUTION NO. 23-196

APPROVING THE AMENDED RESERVATION OF \$6,000,000 IN AFFORDABLE HOUSING FUNDS FOR DEVELOPMENT OF AFFORDABLE HOUSING PROJECTS, AND RESERVING \$1,500,000 IN AFFORDABLE HOUSING FUNDS FOR DEVELOPMENT OF AFFORDABLE HOUSING PROJECTS

WHEREAS, the Roseville Housing Division has submitted annual applications for the California Housing and Community Development Department's (HCD) Local Housing Trust Fund (LHTF) program since 2020; and

WHEREAS, in 2021, the City applied for \$5 million in LHTF and HCD approved an award of \$1,135,761; and

WHEREAS, in April 2022, Council approved funding reservations of \$2.5 million to each of the projects listed in the Affordable Housing Pipeline, three in total; and

WHEREAS, also in April 2022, the City applied for an additional \$3,937,500 for HCD's 2022 LHTF program; and

WHEREAS, after the 2022 LHTF application had been submitted, the state notified the City of an augmented 2021 LHTF award for a total 2021 award of \$2,816,345; and

WHEREAS, based on HCD's 2021 LHTF augmented award and the 2022 LHTF award, City Council approved amended funding reservations to increase Mercy Housing's project to \$4 million and Bridge Housing's project to \$3.5 million as initially committed; and

WHEREAS, given these additional resources and our excess LHTF funds, the Housing Division released a Notice of Funding Availability (NOFA) in February 2023 to identify additional qualified affordable housing developers and add to the new Affordable Housing Pipeline of qualified projects; and

WHEREAS, Mercy Housing and Hampstead Partners responded to the NOFA; and

WHEREAS, staff is requesting one amended reservation and one new reservation in order to deliver commitment letters to the two developers for future funding applications.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville, that it hereby approves increasing the reservation of funds to \$4 million to \$6 million, \$3 million from the City of Roseville Local Housing Trust Fund and \$3 million from the State Local Housing Trust Fund for the construction of Mercy Housing's affordable housing project; and making a reservation of funds of \$1.5 million, \$500,000 from the City of Roseville Local Housing Trust Fund, \$500,000 from the State Local Housing Trust Fund, and \$500,000 from the Low and Moderate Income funds for the construction of Hampstead Partners' workforce housing project.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

City of Roseville Affordable Housing Pipeline

The City of Roseville's Housing Trust Fund is the City's primary tool for supporting new affordable housing development. The City has made funding commitments with the developers listed below to bring new units to our community.

Project Sponsor	Project Name	Project Address	Total Units	Income Levels Served	Financing Requested	Amount Awarded/ Proposed
Mercy Housing California	Pleasant Grove Apartments	1721 Pleasant Grove BL	98	30% - 70%	\$ 6,795,000	\$ 6,000,000
Bridge Housing Corporation	Royer Street Apartments	505 Royer Street	72	30% - 80%	\$ 3,000,000	\$ 3,500,000
Hampstead Development Partners	Prospera at Fiddymment - Affordable	2801 N Hayden PW	94	30% - 60%	\$ 5,600,000	\$ 2,500,000
Hampstead Development Partners	Prospera at Fiddymment - Work Force	2801 N Hayden PW	104	30% - 100%	\$ 1,500,000	\$ 1,500,000



COUNCIL COMMUNICATION

CC #: 2720

File #: 0102

Title: Council Discretionary Funds - Sober Grad Night
Contact: Melissa Lipp 916-774-5268 mllipp@roseville.ca.us

Meeting Date: 5/17/2023

Item #: 9.1.

RECOMMENDATION TO COUNCIL

The City Council has received the following requests for discretionary funding and can at this time discuss and consider each request for approval by motion:

- Oakmont High School for Safe and Sober Grad Night Sponsorship
- Roseville High School Sober Grad Night
- Westpark High School Sober Grad Night
- Woodcreek High School for Safe and Sober Grad Night Sponsorship

The balance remaining in the Council's Discretionary Funds for FY22-23 is \$11,821.83

Safe and Sober Grad Night Activities

Four of the eight local high schools in the Roseville Joint Union High School District have submitted a request for the City Council to provide a sponsorship in the form of a discretionary funds donation for the Safe and Sober Grad Night events for this year's graduating seniors. The City Council has funded prior years' requests for Safe and Sober Grad night activities at \$500 per school.

All written requests have been included with this report for your review. In addition, representatives from each of the high schools have been invited to attend the meeting and may be available to answer any questions for Council.

BACKGROUND

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. In addition, the City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000.00 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 City Treasurer allocates \$15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.04 in the Municipal Code and is included in the annual budget along with the Citizen's Benefit Funds available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for the citizens in Roseville and appropriated by the City Council.

ENVIRONMENTAL REVIEW

The Council discretionary funds is not considered a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently, no CEQA action is required.

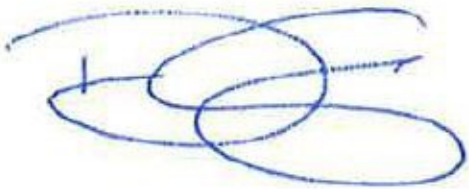
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Melissa Lipp, City Clerk Technician

Carmen Avalos, City Clerk

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a stylized, overlapping loop structure.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Sober Grad Night requests

**Oakmont Parents Club
Sober Grad Night 2022
1710 Cirby Way
Roseville CA 95661
TIN: 68-0071586
Chair: Rebecca Prettyman**



Dear City Council Discretionary Funds Committee,

Statistically, High School graduation night is one of the most dangerous evenings of a teenagers life. Oakmont High School's Sober Grad Night 2023 is an event exclusively for Oakmont seniors; meant to keep them off the roads and celebrating with friends in a safe environment.

I am reaching out to request funds from the Cities' discretionary funds to help support our event this year.

Here is a link to our website and a video of last years event:

<https://www.oakmontparentsclub.com/seniors>

Our goal is to send 150 graduates to this year's event, and as our school has reached Title 1 Status, we have 30% of our Senior class unable to fund a ticket. Your generous support will help us offset the cost of the venu, prizes and transportation.

Thanks in advance for your consideration of our request.

If you have any questions please email or call:

Rebecca Prettyman

oakmont.pcpresident@gmail.com

916-223-4222

Oakmont High School
Annual Sober Grad Night

June 3rd 2022

On behalf of Oakmont High School Sober Grad Night Committee and Graduates we would like to thank you for your generous donation. It is greatly appreciated!

Donation_____

Please retain the top portion for your records

Nonprofit Tax ID# 68-007158

Please cut off this portion and return to:

Oakmont High School Parents Club

Sober Grad Night

1710 Cirby Way Roseville CA 95661

If you would like your donation picked up, please contact:

Rebecca Prettyman (916) 223-4222 oakmont.pcpresident@gmail.com

Please designate clearly your name and/or company name as you wish them listed in the thank you ad and your address for the thank you letter:

Business Name: _____

Address: _____

Description of Donation_____ Donation
Value_____



Roseville High School 2023 Sober Grad Night

Dear Valued Community Member,

The Roseville High School Senior Class is raising money for their Sober Grad Night on June 2nd, 2023. As we approach the end of the school year, we wanted to reach out on behalf of Roseville High School's Sober Grad Night Committee.

Our mission is to provide a safe and enjoyable environment for our graduating seniors to celebrate their achievement. Sober Grad Night is an all-night, chaperoned event that takes place after the graduation ceremony. This event is designed to keep our graduates safe and off the roads on a night that is notorious for alcohol-related accidents and fatalities.

As a community, we take great pride in providing this experience for our students and children. However, we cannot do it alone. We rely on the generosity of businesses and individuals in our community to make Sober Grad Night a success. Your Donation can make a significant impact on the success of our event.

Your support will help provide food, entertainment, and prizes for our graduating seniors. It will also allow us to provide transportation to and from the event, ensuring that our graduates remain safe throughout the night.

We believe that Sober Grad Night is an essential part of our community's commitment to keeping our youth safe. Your contribution will help ensure that we can continue to provide this valuable service to our students.

Thank you for considering a donation to Roseville High School's Sober Grad Night, Your generosity is greatly appreciated, and we are grateful for your support.

All donations will go to Roseville High School Boosters Club 501-C nonprofit organization so all donations are tax deductible, and we can provide you with a receipt if necessary. Our Tax ID Number is 94-2578164. We would like to collect all donations no later than May 15th, 2023.

Please contact Stephanie Decker at 916-871-6614 or by email Dolfinfire@hotmail.com.

Sincerely

Parents of 2023 Senior Class
Sober Grad Night Committee



Woodcreek High School Sober Grad Nite • 2551 Woodcreek Oaks Blvd. Roseville, CA, 95747 • Tax ID# 94-3239441

Dear Woodcreek High School Sober Grad Nite Supporter,

Parent volunteers from the Class of 2023 are planning Woodcreek High School's 25th Annual Sober Grad Nite. Our goal is always to provide a safe, substance-free celebration for our new graduates – while helping them create once-in-a-lifetime memories with their high school classmates. Our graduating seniors will attend a road trip to Disneyland in Anaheim. They will be “hopping” between Disneyland Park and California Adventure Park and then head over to California Adventure Park from 9:00pm – 2:00am to participate in an exclusive, private party for high school seniors. Once the festivities are over, our graduates return to their buses and sleep while we drive back to Roseville.

Your contribution is tax deductible. And, we will acknowledge your generosity on our Facebook page, in addition to our website.

Our Sober Grad Nite sub-club is part of Woodcreek High School Timberwolf Boosters Inc., a nonprofit public benefit corporation organized for charitable purposes and not for the private gain of any person. The primary goal of our Boosters organization is to support Woodcreek High School by sponsoring fundraising events, volunteering our time and skills, and supporting designated activities.

Thank you in advance for your consideration and support! If you have any questions, please do not hesitate to contact me at martinfamily400c@gmail.com

Jen Roby & Chaunte Martin
Co-Presidents, WHS Sober Grad Nite
Taxpayer ID: 94-3239441



May 5, 2023

Dear Supporters of Sober Graduating Students:

Graduation night across the nation has proven to be one of the most dangerous times of a young person's life, due in great part to the presence of alcohols and drugs. This is our FIRST year of organizing a safe and sober graduation event for high school graduates at West Park.

This event will be made possible through the generosity of individuals and organizations like yours.

Why should you sponsor this event?

- Since CHP established Sober Grad in 1985 the number of young drivers involved in alcohol related collisions during the month of June has declined dramatically
- This event is made possible through 100% fundraising and sponsorship efforts

Ways to sponsor this event:

- Cash Donations of Sponsorships
- Prizes – Merchandise and/or Gift Cards
- Food or Drinks

Visit our website for all the event details at: <https://westparkboosters.org/sgn/>

This year's Sober Grad Night event will be held on June 2, 2023. Your donation will make this safe, sober and fun event possible. I look forward to hearing from you.

In appreciation,

Yolanda Radford

sobergrad@westparkboosters.org

All donations are tax-deductible to the extent allowed by law. WPHSP Boosters is exempt from federal taxes under section 501(c)(3) of the Internal Revenue Code as a member of Parent Booster USA's (PBUSA) group exemption #5271. In accordance with IRS rules and regulations, donors are advised to verify an organization's 501(c)(3) tax exempt status. Copies of our current PBUSA membership certificate, PBUSA's IRS Group Exemption Letter, and current IRS Affirmation Letter are available upon request.



West Park High School Panthers Boosters, Inc.

EIN 87-0984849

Cash/In-Kind Donation Form

Yes! We want to help the West Park High School - Sober Grad Night

Date: _____

Donation to go to Sober Grad Night

Monetary Donation: \$ _____

In-Kind Donation: Please describe your donation (including fair market value):

Please PRINT clearly and list your name(s) as you would like to be recognized on (website, announcement, program, handout, etc.):

Company/Organization Name: _____

Contact Name(s): _____

Phone: _____ Email: _____

Address: _____

Contact information is needed to send a tax receipt for donations. If you do not receive a response from us within 30 days, please e-mail us at sobergrad@westparkboosters.org we can verify that your donation has been received.

Please mail this form to:

West Park High School Panthers Boosters
c/o West Park High School
2401 Panther Place
Roseville, CA 95747

Thank you for your support!

Sponsorship Levels:

White Sponsor \$250 - \$499

- Receive a letter of appreciation
- Business/Individual name appears on a Sober Grad sponsor list in each student's bag at event

Navy Sponsor \$500 - \$749

- Receive a letter of appreciation
- Business/Individual name appears on a Sober Grad sponsor list in each student's bag at event
- Business/individual name appears on our Sober Grad Night website through June 2023

Gold Sponsor \$750 - \$1,000+

- Receive a letter of appreciation
- Business/Individual name appears on a Sober Grad sponsor list in each student's bag at event
- Business/individual name appears on our Sober Grad Night website through June 2023
- Business/individual name will receive a special acknowledgment which can be displayed for recognition



COUNCIL COMMUNICATION

CC #: 2717

File #: 0103-34-02

Title: Fiscal Year 2023-24 Grants Advisory Commission Funding Recommendations

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

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

Meeting Date: 5/17/2023

Item #: 9.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the Grants Advisory Commission recommendations to fund twenty-seven (27) grant applications in the amount of \$244,640 from the Citizens Benefit Fund, \$350,000 from American Rescue Plan Act funds and \$10,126 from the Roseville Employees Annual Charitable Hearts Fund.

BACKGROUND

The Grants Advisory Commission (GAC) has \$244,640 in Citizens Benefit Fund (CBF), \$350,000 in American Rescue Plan Act (ARPA) funds and \$10,126 in Roseville Employees Annual Charitable Hearts (REACH) funding for FY2023-24. The available CBF and ARPA funds must be used by organizations for programs and services benefiting Roseville residents. The REACH funds may be used for programs and services benefiting both Roseville and Placer County residents.

The FY2023-24 funding cycle opened in ZoomGrants on December 5, 2022. The GAC conducted a televised applicant workshop on January 10, 2023 and applications were due by February 6, 2023. Non-profit organizations and private schools were eligible to apply for grant funds with the limit of one non-profit organization per school. Each organization is limited to one application; but in an effort for local community funds to have a greater impact through fewer, large awards, there are no limits to the funds requested.

A total of forty (40) grant applications were submitted requesting \$1,061,834 in funds. Staff reviewed all applications and one was deemed incomplete, therefore thirty-nine (39) applications were scored by the commissioners. The Funding Workshop was held by the GAC on April 11, 2023 to make funding recommendations based on similar scoring criteria used in previous years. This was the Commission's third year implementing Koné Consulting's Community Needs Analysis and the new Grant Funding Priorities which include:

- Small Requests of up to \$10,000 for new programs or operations which have demonstrated effectiveness in meeting community needs;

- Strategic, One-time grants for innovative programs, capital improvements or new initiatives; and
- Operational/Mission Support grants for programs that address a community need and have demonstrated effectiveness.

The Commission scored each application on a 100-point scale and used their scores to determine the rank of the applications in each priority group. Using the rank instead of the application score helped remove some of the perceived bias that can occur regardless of how "hard" or "easy" an individual commissioner scores. The GAC recommends funding twenty-seven (27) of the thirty-nine (39) qualified applications.

In the Strategic One-Time Grants category, based on scoring and criteria, the Grants Advisory Commission recommends funding four of the seven applications for a total of \$102,125 in this category.

Organization	Project/Program	Community Need	Requested Amount	Total Amount Recommended
Blue Line Arts	Roseville Theatre Building Mural	Community & Social	\$25,000	\$25,000
Youth For Christ Sacramento	Roseville Thriving Youth	Health & Wellness	\$12,400	\$12,400
Placer Food Bank (PFB)	Pantry To Go Equipment	Food	\$60,957	\$45,618
Roseville Community School	Roseville Community School Repairs	Community & Social	\$30,000	\$19,107

In the Operational/Mission support category, based on scoring and criteria, the Grants Advisory Commission recommends funding 13 of the 18 applications for a total of \$433,437.

Organization	Project/Program	Community Need	Requested Amount	Total Amount Recommended
St Vincent de Paul Society	Food Locker Program	Food	\$30,000	\$30,000
A Touch of Understanding (ATOU)	In School Disability Awareness Workshop	Community & Social	\$25,000	\$25,000
Lighthouse Counseling and Family Resource Center	Combating Depression, Child Abuse and Suicidal Ideation	Health & Wellness	\$75,000	\$75,000
Assistance League of Greater Placer (ALGP)	Roseville Kids Shop Head to Toe	Health & Wellness	\$25,000	\$25,000
Roseville Police Activities League	RPAL Summer Program 2023	Health & Wellness	\$25,000	\$25,000
Seniors First	Senior Nutrition Program	Food	\$30,000	\$30,000
Sierra College Foundation	Basic Needs/Food Insecurity Student Assistance	Food	\$24,800	\$24,800
Child Advocates of		Health &		

Placer County	CASAs and Family Mentors	Wellness	\$50,600	\$50,600
GiGi's Playhouse, INC.	Amina Grace Speech and Language Program	Community & Social	\$33,648	\$33,648
Placer Veterans Stand Down, Inc.	Placer Veterans Stand Down Event	Health & Wellness	\$20,000	\$20,000
Placer County Law Enforcement Chaplaincy	Mission Support/Outreach	Health & Wellness	\$45,000	\$45,000
Hearst Landing Ranch	Equine-Assisted Therapy Program	Health & Wellness	\$24,000	\$24,000
Wellness Within Cancer Support Services	Improving Quality of Life for Roseville Residents Impacted by Cancer	Health & Wellness	\$28,000	\$25,389

In the Small Requests category, based on scoring and criteria, the Grants Advisory Commission recommends funding 10 of the 14 applications for a total of \$69,204.

Organization	Project/Program	Community Need	Requested Amount	Total Amount Recommended Amount
RCONA	Historic Sierra Vista Sidewalks	Health & Wellness	\$7,336	\$7,336
The Petal Connection	Expanding Our Foundation Roots	Health & Wellness	\$10,000	\$10,000
Defending the Cause Regional Alliance	Love in Action Project	Health & Wellness	\$9,000	\$9,000
Friends of the Roseville Public Library	Roseville Reads	Community & Social	\$10,000	\$10,000
Placer Independent Resource Services	PIRS Assistive Technology Program	Health & Wellness	\$2,500	\$2,500
Wayfinder Family Services	Kinship Support Services Program	Health & Wellness	\$10,000	\$10,000
Life Skills Training and Educational Programs	Afterschool Program for Placer County At-Risk Youth	Education	\$2,500	\$2,500
United Cerebral Palsy Association	Recreation for All	Health & Wellness	\$4,900	\$4,900
Silver Wishes Inc.	Wishes for Mobility	Health & Wellness	\$5,000	\$2,968
Supporting The Taylor House, Inc.	Therapy Subsidy	Health & Wellness	\$10,000	\$10,000

A full list of all the applicants and the Grants Advisory Commission's final funding recommendations are included in this report as Attachment 1.

The applications received by the Commission represent 4 of the 5 social determinants of health and include a wide variety of programs and services to assist populations throughout the community, including youth, families, and seniors. To date, the CBF, ARPA and REACH funds have awarded a combined \$18.1 million to support non-profits within our community. Staff recommends that the City Council approve the 2023-24 funding recommendations. Once approved, grant awards will be distributed to the grantees at the July 11, 2023 Grants Advisory Commission meeting.

FISCAL IMPACT

The Citizens Benefit Fund was originally funded with proceeds from the sale of the Roseville Hospital. Annual funding for these awards comes from a portion of the interest earned on the fund balance and equaled \$244,640 this year. This cycle's ARPA funds is the second round of federal funding totaling \$350,000 this year. The REACH funds are comprised of City of Roseville employee contributions, which this year totaled \$10,126. The combined awards, totaling \$604,766, have been included in the proposed FY2023-24 budget. Funding these grants has no fiscal impact to the General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Goal E - Deliver exceptional city services

Respectfully Submitted,

Tobi Thomas, Management Analyst

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Grants Advisory Commission Funding Recommendations FY23/24

Grants Advisory Commission FY 23/24 Funding Recommendations

Rank	Organization	Project/Program	Community Need	Requested Amount	Total Amount Recommended
Priority Group: Strategic One-Time Grants					
1	Blue Line Arts	Roseville Theatre Building Mural	Community & Social	\$25,000	\$25,000
2	Youth For Christ Sacramento	Roseville Thriving Youth	Health and Wellness	\$12,400	\$12,400
3	Placer Food Bank (PFB)	PantryToGo Equipment	Food	\$60,957	\$45,618
4	Shelter Providers - HomeAid Sacramento	Roseville HomeStart	Health and Wellness	\$30,000	*\$0
5	Roseville Community School	Roseville Community School Repairs	Community & Social	\$30,000	\$19,107
6	Keaton's Child Cancer Alliance	Creating a Compassionate Cancer Community	Health and Wellness	\$40,000	\$0
7	The Salvation Army	The Salvation Army TEAM's Afterschool Program	Community & Social	\$173,500	\$0
Totals				\$371,857	\$102,125
*Applicant Considered Non Responsive Due to Incomplete Application					

Rank	Organization	Project/Program	Community Need	Requested Amount	Total Amount Recommended
Priority Group: Operational/Mission Support					
1	St Vincent de Paul Society	Food Locker Program	Food	\$30,000	\$30,000
2	A Touch of Understanding, Inc. (ATOU)	In School Disability Awareness Workshop	Community & Social	\$25,000	\$25,000
3	Lighthouse Counseling and Family Resource Center	Combating Depression, Child Abuse, and Suicidal Ideation	Health and Wellness	\$75,000	\$75,000
4	Assistance League of Greater Placer (ALGP)	Roseville Kids Shop Head to Toe	Health and Wellness	\$25,000	\$25,000
5	Roseville Police Activities League	RPAL Summer Program 2023	Health and Wellness	\$25,000	\$25,000
6	Seniors First	Senior Nutrition Program	Food	\$30,000	\$30,000
7	Sierra College Foundation	Basic Needs/Food Insecurity Student Assistance	Food	\$24,800	\$24,800
8	Child Advocates of Placer County	CASAs and Family Mentors	Health and Wellness	\$50,600	\$50,600
9	GiGi's Playhouse, INC.	Amina Grace Speech and Language Program	Community & Social	\$33,648	\$33,648
10	Placer Veterans Stand Down, Inc.	Placer Veterans Stand Down Event	Health and Wellness	\$20,000	\$20,000
11	Placer County Law Enforcement Chaplaincy	Mission Support/Outreach	Health and Wellness	\$45,000	\$45,000
12	Hearts Landing Ranch	Equine-Assisted Therapy Program	Health and Wellness	\$24,000	\$24,000
13	Wellness Within Cancer Support Services	Improving Quality of Life for those Impacted by Cancer	Health and Wellness	\$28,000	\$25,389
14	Compassion Planet	Transitional Age Youth Mentoring Program	Health and Wellness	\$50,000	\$0
15	Roseville Alano Club Inc.	Roseville Alano Club Health & Safety Projects	Health and Wellness	\$19,343	\$0
16	Placer Advanced Robotics and Technology	Roseville Robotics-Inspired STEM Education (RISE)	Education	\$30,000	\$0
17	Hearts and Hands Counseling	Increase access to free/low-cost therapeutic services	Health and Wellness	\$20,000	\$0
18	Teams and Dreams Foundation, Inc	Foster Youth	Health and Wellness	\$25,000	\$0
Totals				\$580,391	\$433,437

Grants Advisory Commission FY 23/24 Funding Recommendations

Rank	Organization	Project/Program	Community Need	Requested Amount	Total Amount Recommended
Priority Group: Small Requests					
1	RCONA	Historic Sierra Vista Sidewalks	Health and Wellness	\$7,336	\$7,336
2	The Petal Connection	Expanding our Foundational Roots	Health and Wellness	\$10,000	\$10,000
3	Defending the Cause Regional Alliance	Love in Action Project	Health and Wellness	\$9,000	\$9,000
4	Friends of the Roseville Public Library	Roseville Reads	Community & Social	\$10,000	\$10,000
5	Placer Independent Resource Services	PIRS Assistive Technology Program	Health and Wellness	\$2,500	\$2,500
6	Wayfinder Family Services	Kinship Support Services Program	Health and Wellness	\$10,000	\$10,000
7	Life Skills Training and Educational Programs	Afterschool program for Placer County at-risk youth	Education	\$2,500	\$2,500
8	United Cerebral Palsy Association	Recreation for All	Health and Wellness	\$4,900	\$4,900
9	Silver Wishes Inc.	Wishes for Mobility	Health and Wellness	\$5,000	\$2,968
10	Supporting The Taylor House, Inc.	Therapy subsidy	Health and Wellness	\$10,000	\$10,000
11	California CareForce	California CareForce Free Healthcare Clinic 2023	Health and Wellness	\$10,000	\$0
12	Oakmont Parents Club	Oakmont Senior Scholarships	Education	\$10,000	\$0
13	Take Note Troupe	Social Emotional Workshops and Field Trips	Community & Social	\$5,850	\$0
14	Alyn W. Butler Unit 169 American Legion Auxiliary	American Legion Auxiliary Unit 169 Girls State	Education	\$2,500	\$0
Totals				\$99,586	\$69,204
Totals Overall				\$1,051,834	\$604,766
Citizens Benefit Fund				\$	244,640
REACH				\$	10,126
ARPA				\$	350,000
Total Available Funding				\$	604,766



COUNCIL COMMUNICATION

CC #: 2696
File #: 0800-03

Title: Roseville Electric Department - Budget Update
Contact: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 9.3.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council receive an update from Roseville Electric on their proposed budget.

BACKGROUND

This presentation is to provide a budget development update to City Council from Roseville Electric.

FISCAL IMPACT

This informational presentation has no fiscal impact.

ENVIRONMENTAL REVIEW

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

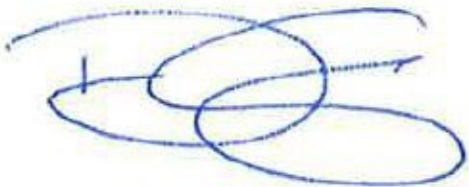
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Joanna Cucchi, Interim Electric Utility Financial Administrator

Dan Beans, Electric Utility Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely representing the name Dan Beans.

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 2695
File #: 0800-02

Title: Environmental Utilities Department - Budget Update
Contact: Devin Whittington 916-774-5543 dwhittington@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 9.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council receive a budget update from the Environmental Utilities Department.

BACKGROUND

This presentation is to provide a budget update from the Environmental Utilities Department.

FISCAL IMPACT

This is an informational presentation and has no fiscal impact.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Devin Whittington, Environmental Utilities Assistant Director

Richard Plecker, Environmental Utilities Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line extending to the right.

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 2716

File #: 0400-04-15 & 0400-09-01

Title:	Formation of Amoruso Ranch Community Facilities District No. 1 (Public Facilities), Amoruso Ranch Community Facilities District No. 2 (Public Services), and Annexation of Territory and Authorize Special Taxes in City of Roseville Community Facilities District No. 3 (Municipal Services), Annexation No. 28, Amoruso Ranch
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 5/17/2023

Item #: 10.1.

RECOMMENDATION TO COUNCIL

Staff recommends that Council adopt the following resolutions and ordinances:

For Amoruso Ranch Community Facilities District ("CFD") 1:

- A Resolution of the City Council of the City of Roseville to Form a Community Facilities District, Designate an Improvement Area Therein, Establish a Future Annexation Area, Provide for Additional Future Improvement Areas Therein, and to Authorize the Levy of a Special Tax Therein to Finance Public Facilities and Public Services in and for Such Community Facilities District
- A Resolution Determining Necessity to Incur Bonded Indebtedness of the City Council of the City of Roseville for the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities)
- A Resolution Calling Special Election of the City Council of the City of Roseville Regarding the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities)
- A Resolution Declaring Results of Special Election and Directing Recording of Notice of Special Tax Lien Regarding City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities)
- An Ordinance of the City Council of the City of Roseville Levying Special Taxes Within City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities)

For Amoruso Ranch CFD 2:

- A Resolution of Formation of Community Facilities District - City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services)
- A Resolution Calling Special Landowner Election for Community Facilities District - City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services)
- A Resolution Declaring Results of Special Landowner Election and Directing Recording of Notice of Special Tax Lien-City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services)
- Ordinance of the City Council of the City of Roseville Levying Special Tax Within Amoruso

Ranch Community Facilities District No. 2 (Public Services)

For CFD 3, Municipal Services, Annexation 28, Amoruso Ranch:

- A Resolution of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors - City of Roseville Community Facilities District No. 3 (Municipal Services), Annexation 28 (Amoruso Ranch)
- A Resolution Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien - City of Roseville Community Facilities District No. 3 (Municipal Services), Annexation 28 (Amoruso Ranch)

BACKGROUND

Brookfield Properties, the landowner proposed to be included in the public infrastructure district, has requested the City form a Community Facilities District ("CFD") under the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code, to provide funding for certain authorized public facilities within the property, as detailed in the List of Authorized Facilities and Services (for Amoruso Ranch CFD No. 1, Public Facilities). The objective of establishing a CFD is to create a land-secured funding mechanism to be used to fund construction and acquisition of authorized facilities of the CFD.

The landowner is obligated per the Development Agreement to form a Public Services CFD and annex into CFD No. 3, Municipal Services, prior to the issuance of the first residential building permit. Amoruso Ranch CFD No. 2, Public Services, is being formed in order to fund the maintenance of landscaping, open space and neighborhood parks. The property is being annexed into CFD No. 3 in order to offset the property's impact on City General Fund resources available to pay for municipal services citywide, including the project area.

On April 5, 2023, the City Council adopted resolutions of intent for the three CFDs: Resolution 23-118 for Amoruso Ranch CFD 1, Resolution 23-120 for Amoruso Ranch CFD 2, and Resolution 23-121 for CFD 3, Municipal Services.

FISCAL IMPACT

The CFDs will generate special taxes that will be paid by the property owners sufficient to pay the costs for the debt service, maintenance, CFD administration, and any authorized pay-as-you-go facilities. The formation, annexation, and administration of the CFDs will not impact the City's General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Adoption of the resolutions, ordinances, and other documents described herein, meets the above criteria and is not subject to CEQA. No additional

environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief /Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Notice of Public Hearing-Amoruso Ranch CFD 1
Notice of Public Hearing-Amoruso Ranch CFD 2
Notice of Public Hearing-CFD 3 Annex 28 (Amoruso Ranch)
Hearing Report-Amoruso Ranch CFD 1
Resolution 23-180
Resolution 23-181
Resolution 23-182
Resolution 23-183
Ordinance 6655
Notice of Special Tax Lien-Amoruso Ranch CFD 1
Hearing Report-Amoruso Ranch CFD 2
Resolution 23-184
Resolution 23-185
Resolution 23-186
Ordinance 6656
Notice of Special Tax Lien-Amoruso Ranch CFD 2
Resolution 23-187
Resolution 23-188
Amended Notice of Special Tax Lien-CFD 3, Annex 28

NOTICE OF PUBLIC HEARING

To Form a Community Facilities District and Authorize Bonds

City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities)

The City of Roseville is considering the formation of a community facilities district (the "CFD") under the authority of the Mello-Roos Community Facilities District Act of 1982, as amended, to fund certain public facilities related to new development within the City of Roseville, and to incur bonded indebtedness of the CFD.

This Notice contains a brief summary of the proposal, but you are referred to the City Council's Resolution to Form a Community Facilities District, Designate and Improvement Area Therein, Establish a Future Annexation Area, Provide for Additional Future Improvement Areas Therein, and to Authorize the Levy of a Special Tax Therein to Finance Public Facilities and Public Services in and for Such Community Facilities District (No. 23-118, adopted April 5, 2023) and its Resolution of Intention to Incur Bonded Indebtedness (No. 23-119, adopted April 5, 2023) for details of the proposals.

The proposal is to subject the property within the CFD to a special tax which will be used to pay for facilities of benefit to land within the CFD, including paying principal and interest on bonds used to build facilities, and will expire when the bonds are retired and all eligible facilities are financed. The proceeds of the bonds will be used to pay for the facilities and other expenses set forth in the resolutions referred to in the preceding paragraph. A map showing the land proposed to be included in the CFD is on file with the City Clerk.

The proposal also includes authority to issue bonds in an amount up to \$594,000,000, initially allocated as follows: (i) for Improvement Area No. 1, \$124,000,000 and (ii) for the Future Annexation Area, 470,000,000, to be repaid by the special tax. Neither the City of Roseville nor any person outside the CFD has any liability for the special tax or the bonds. The security for the bonds is limited to the property subject to the special tax within the CFD.

In order to confer the authority upon the Roseville City Council to levy the special tax and to issue the bonds, a public hearing must be held on the proposal, then the City Council will decide whether to form the CFD, and finally the qualified electors within the CFD must approve the proposal by a two-thirds vote. Where the CFD is uninhabited (as is the case here) the qualified electors are, pursuant to law, the owners of property within the CFD.

This is the notice of the public hearing. The public hearing will be held during the City Council meeting on Wednesday, May 17, 2023, at 6:00 p.m., in the Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678.

At the hearing, the testimony of all interested persons or potential special taxpayers for or against the formation of the proposed community facilities district, the authorization to levy the special tax, and the authorization to issue the bonds will be heard. If written protests against the proposed CFD are delivered to the City Clerk at or before the time set for the hearing by either registered voters residing within, or the owners of property within, the proposed CFD, they will be counted toward a possible majority protest. Such protests by a majority of the registered voters residing within the CFD or by the owners of a majority of the land area within CFD which is or will be subject to the special tax, if not withdrawn prior to the close of the hearing so as to reduce the value of the protests to less than

a majority, will require the proposed CFD to be eliminated from immediate consideration, and prevent its being included in a subsequent proceedings for at least one year.

If this Council, after the public hearing, determines that a majority protest under Section 53324 of the Government Code was not made at the hearing, the Council may conduct an election by mailed ballot to levy a special tax.

Questions should be directed to the undersigned, telephone (916) 774-5263.

Dated as of _____, 2023

City Clerk, City of Roseville

NOTICE OF PUBLIC HEARING

To Form a Community Facilities District

City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services)

The City of Roseville is considering the formation of a community facilities district (the "CFD") under the authority of the Mello-Roos Community Facilities District Act of 1982, as amended, to fund certain public services related to new development within the City of Roseville.

This Notice contains a brief summary of the proposal, but you are referred to the City Council's Resolution to Form a Community Facilities District (No. 23-120, adopted April 5, 2023) for details of the proposal. The proposal is to subject the property within the CFD to a special tax which will be used to pay for public services of benefit to land within the CFD. A map showing the land proposed to be included in the CFD is on file with the City Clerk. The tax rate varies and is shown in an exhibit to the resolution.

In order to confer the authority upon the Roseville City Council to levy the special tax, a public hearing must be held on the proposal, then the City Council will decide whether to form the CFD, and finally the qualified electors within the CFD must approve the proposal by a two-thirds vote. Where the CFD is uninhabited (as is the case here) the qualified electors are, pursuant to law, the owners of property within the CFD.

This is the notice of the public hearing. The public hearing will be held during the City Council meeting on Wednesday, May 17, 2023, at 6:00 p.m., in the Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678.

At the hearing, the testimony of all interested persons or potential special taxpayers for or against the formation of the proposed community facilities district and the authorization to levy the special tax will be heard. If written protests against the proposed CFD are delivered to the City Clerk at or before the time set for the hearing by either registered voters residing within, or the owners of property within, the proposed CFD, they will be counted toward a possible majority protest. Such protests by a majority of the registered voters residing within the CFD or by the owners of a majority of the land area within CFD which is or will be subject to the special tax, if not withdrawn prior to the close of the hearing so as to reduce the value of the protests to less than a majority, will require the proposed CFD to be eliminated from immediate consideration, and prevent its being included in a subsequent proceedings for at least one year.

If this Council, after the public hearing, determines that a majority protest under Section 53324 of the Government Code was not made at the hearing, the Council may conduct an election by mailed ballot to levy a special tax.

Questions should be directed to the undersigned, telephone (916) 774-5263.

Dated as of _____, 2023

City Clerk, City of Roseville

NOTICE OF PUBLIC HEARING

CITY OF ROSEVILLE Community Facilities District No. 3 (Municipal Services)

Annexation No. 28 (Amoruso Ranch)

Notice is hereby given by the City of Roseville (the "City") with respect to its Community Facilities District No. 3 (Municipal Services) (the "CFD") that on April 5, 2023, the City Council of the City, as the legislative body for the CFD, adopted its Resolution No. 23-121, "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention"). Reference is hereby made to the Resolution of Intention, on file with the City Clerk of the City for further particulars. The following is a summary of the provisions of the Resolution of Intention.

Pursuant to the Resolution of Intention, the Council determined that the public convenience and necessity require that certain territory, as more particularly described in the Resolution of Intention, be annexed to the existing CFD, all as provided in the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq., California Government Code (the "Act"). The Resolution of Intention provides that the special taxes heretofore caused to be levied in the CFD for financing the services provided through the CFD shall be levied in the territory proposed to be annexed, subject to public hearing and landowner election proceedings as specified in the Act.

Notice is further given that Wednesday, May 17, 2023 at 6:00 p.m. or as soon as possible thereafter, either virtually (if so noticed by the City) or at the City of Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678, as the time and place when and where the Council of the City as the legislative body for the CFD, will conduct a public hearing on the annexation of the territory described in the Resolution of Intention to the CFD and finally consider and determine whether the public convenience and necessity require the annexation of said territory to the CFD and the levy of special taxes therein.

Notice is further given that at the hearing, the testimony of all interested persons for and against the annexation of said territory to the CFD or the levying of special taxes within the territory proposed to be annexed will be heard.

Dated: _____, 2023

/s/ Carmen Avalos
Carmen Avalos, City Clerk
City of Roseville

The Economics of Land Use



Final Hearing Report

Improvement Area No. 1 of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities)

Prepared for:

City of Roseville

Prepared by:

Economic & Planning Systems, Inc. (EPS)

April 2023

EPS #222064

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1. Introduction

Background

The City of Roseville (City) retained Economic & Planning Systems, Inc. (EPS) to support its efforts to create a Mello-Roos Community Facilities District (CFD) for the Amoruso Ranch Specific Plan (Project) development, consisting of an approximately 695-acre site located in the northwest edge of the City of Roseville. The objective of establishing a CFD is to create a land-secured funding mechanism to help fund construction of authorized facilities of the CFD that then would transition, after a specified period, to help fund authorized services. With consideration to the anticipated phasing of development, the CFD boundary initially is proposed to include a subset of the Project area reflecting the anticipated first phase of development. This initial phase will be identified as Improvement Area No. 1 (IA No. 1). The remainder of the Project area has been designated as a future annexation area with the ability to annex into the CFD as a new Improvement Area(s) as subsequent phases of development proceed.

The overall Project area is approved for approximately 2,827 dwelling units (approximately 1,100 low-density residential [LDR] units, 695 medium-density residential [MDR] units, 1,032 high-density residential [HDR] units and approximately 51.1 acres of commercial uses. The Project land uses within the initial CFD boundary (IA No. 1) include approximately 289 LDR, 192 MDR, and 0 HDR units over roughly 93 acres. Following IA No. 1, the remainder of the Project area that could annex into the CFD as one or more Improvement Areas includes 810 LDR units, 503 MDR units, and 1,032 HDR units.

Purpose of the IA No. 1

The IA No. 1 is being formed to fund major road improvements, potable and non-potable water system improvements, drainage system improvements, wastewater system improvements, solid waste improvements, park and paseo improvements, open space improvements, utilities, and other authorized facilities under the Mello-Roos Act, serving the Project as a condition of the City's approval of the development.

Through the transition of the facilities special tax to the maintenance special tax, the IA No. 1 may also fund long-term repair and replacement of authorized facilities once IA No. 1 bonds have been defeased and other obligations of the IA No. 1 for authorized facilities have been fulfilled. Once these facilities special tax obligations have been fulfilled, the City has the discretion to levy the maintenance special tax to help fund long-term repair and replacement of such facilities.

Authorized to issue up to \$124 million in bonds, the first series of bonds is anticipated to be issued during the 2023-24 fiscal year. **Map 1** shows the proposed boundaries of the IA No. 1.

Organization of the Report

This report consists of these 5 chapters and 2 exhibits:

- **Chapter 1** includes this introduction.
- **Chapter 2** describes the proposed land uses in the IA No. 1.
- **Chapter 3** describes authorized facilities to be funded in the IA No. 1, the costs, and the cost allocations.
- **Chapter 4** describes the maximum IA No. 1 bond authorization and the maximum annual special tax.
- **Chapter 5** describes the structure of the IA No. 1.
- **Exhibit A** provides the Rate and Method of Apportionment and Manner of Collection of Special Tax (RMA).
- **Exhibit B** provides the List of Authorized Facilities and Services.

LEGEND

PROPOSED CFD BOUNDARY AND BOUNDARY OF IMPROVEMENT AREA NO. 1

AREAS OF FUTURE ANNEXATION

PROPOSED BOUNDARY MAP

AMORUSO RANCH

COMMUNITIES FACILITIES DISTRICT NO. 1

(PUBLIC FACILITIES)

BEING A PORTION OF SECTIONS 11 AND 14,
T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS ____ DAY OF _____, 20____.

BY: _____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20____ BY IT'S RESOLUTION NO. _____.

BY: _____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE

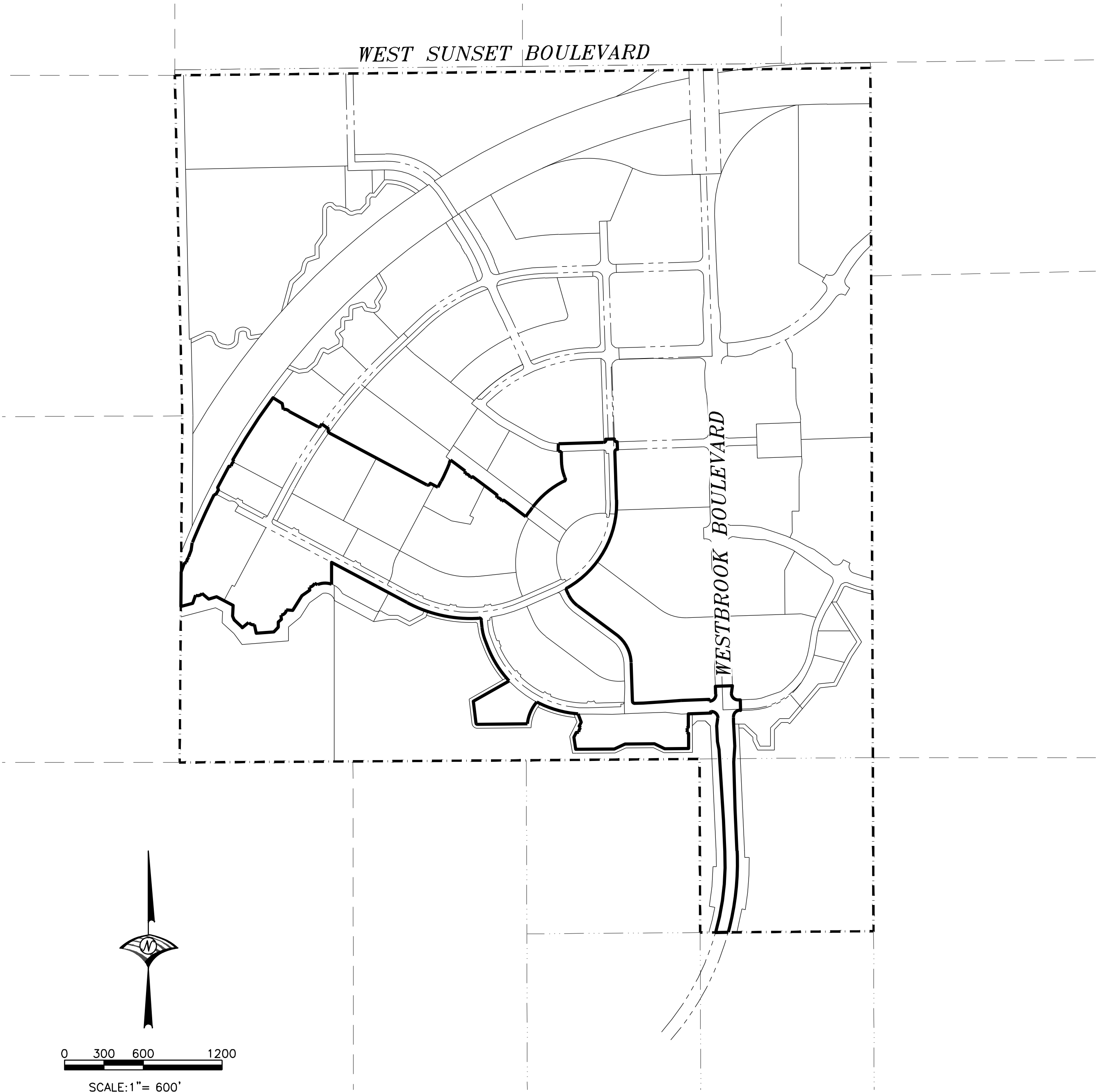
RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 20____, AT ____ M. IN BOOK _____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

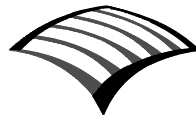
DOCUMENT NO.: _____

FEE: \$ _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER



NOVEMBER 2022

**WOOD RODGERS**
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3301 O ST, BLDG. 100-B TEL 916.341.7760
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2. Land Uses

The City intends to form the Project IA No. 1 over a portion of the Project in the southwesterly portion of the Project. Overall, the Project area includes more than 695 acres approved for approximately 2,827 dwelling units (approximately 1,100 LDR units, 695 MDR units, 1,032 HDR units, and approximately 51.1 acres of commercial uses). The entire Project property is anticipated to be developed over several phases, with development activity beginning in the final quarter of 2022.

The IA No. 1 land uses within the initial IA No. 1 boundary include approximately 289 LDR units, 192 MDR units, and 0 HDR units over roughly 93 acres.

Table 1 shows all original IA No. 1 parcels and land uses included in IA No. 1 and shows parcels and land uses included in future annexations area(s). Future areas are anticipated to be annexed into the CFD in one or more future Improvement Area(s) rather than annexing into IA No. 1, though the latter is not prohibited. Following IA No. 1, the remainder of the Project area that could annex into the CFD includes 811 LDR units, 503 MDR units, and 1,032 HDR units.

The objective of establishing IA No. 1 is to create a land-secured funding mechanism to be used to fund construction of authorized facilities of the IA No. 1. With consideration to the anticipated phasing of development, the IA No. 1 boundary initially is proposed to include a subset of the Project area reflecting the anticipated first phase of development.

Table 1
Amoruso Ranch CFD No. 1 (Public Infrastructure)
(Improvement Area No. 1
CFD Parcels and Land Uses

Parcel	APN	Land Use	Lot Size	Gross Acres	Units	Density
Improvement Area No. 1						
Phase 1 (Sub-phase 1A)						
AR-4	017-480-001-000	LDR	60x100	7.21	31	4.30
AR-5	017-480-003-000	LDR	60x100	2.39	10	4.18
AR-6	017-480-004-000	LDR	60x100	5.37	25	4.66
AR-11	017-480-023-000	LDR	60x100	8.24	38	4.61
AR-12	017-480-007-000	LDR	50x100	3.13	16	5.11
AR-13	017-480-006-000	LDR	50x100	5.39	30	5.57
AR-21	017-480-009-000	MDR	40x80	2.05	15	7.32
AR-22	017-480-010-000	LDR	50x100	6.05	32	5.29
AR-24	017-480-030-000	LDR	50x100	2.50	12	4.80
AR-25	017-480-011-000	MDR	40x80	5.29	38	7.18
AR-26	017-480-012-000	LDR	50x100	9.26	48	5.18
AR-30	017-480-013-000	LDR	50x100	2.89	13	4.50
AR-32	017-480-046-000	MDR	40x80	7.78	58	7.46
AR-33	017-480-045-000	MDR	40x80	5.14	42	8.17
AR-34	017-480-021-000	LDR	60x100	3.21	14	4.36
AR-35	017-480-019-000	LDR	60x100	4.82	20	4.15
AR-37	017-480-031-000	MDR	40x80	4.96	39	7.86
AR-64A	Por. 017-480-014-000	Park		0.74	n/a	
AR-71	017-480-002-000	OS/(Paseos)		0.33	n/a	
AR-72A	Por. 017-480-048-000	OS/(Paseos)		0.64	n/a	
AR-75	017-480-008-000	OS/(Paseos)		0.84	n/a	
AR-79	017-480-018-000	OS/(Paseos)		0.39	n/a	
AR-80	017-480-047-000	OS/(Paseos)		1.16	n/a	
AR-81	017-480-022-000	OS/(Paseos)		1.19	n/a	
A1-A		ROW		6.30	n/a	
A2-B		ROW		1.07	n/a	
A4-A		ROW		7.00	n/a	
A-7		ROW		0.41	n/a	
A9-C		ROW		0.13	n/a	
IA 1 Totals				105.88	481	
Future Annexation Parcels						
AR-1	017-470-001-000	LDR		20.16	70	3.47
AR-2	017-470-019-000	LDR		24.71	101	4.09
AR-3	017-470-002-000	LDR		27.26	84	3.08
AR-7	017-470-011-000	LDR		3.12	19	6.09
AR-8	017-470-014-000	LDR		8.44	56	6.64
AR-9	017-470-040-000	LDR		6.26	42	6.71
AR-10	017-470-020-000	MDR		10.53	138	13.11

Table 1
Amoruso Ranch CFD No. 1 (Public Infrastructure)
(Improvement Area No. 1)
CFD Parcels and Land Uses

Parcel	APN	Land Use	Lot Size	Gross Acres	Units	Density
AR-14	017-480-005-000	LDR		7.44	50	6.72
AR-15	017-470-036-000	LDR		7.43	49	6.59
AR-16	017-470-034-000	LDR		6.56	45	6.86
AR-17	017-470-031-000	LDR		3.62	24	6.63
AR-18	017-470-030-000	LDR		5.11	33	6.46
AR-19	017-470-028-000	HDR		9.33	230	24.65
AR-23	017-470-033-000	LDR		2.75	19	6.91
AR-27	017-480-015-000	LDR		2.40	15	6.25
AR-28	017-470-027-000	MDR		10.17	129	12.68
AR-31	017-480-016-000	LDR		4.40	27	6.14
AR-36	017-480-042-000	HDR		7.54	113	14.99
AR-38	017-470-023-000	HDR		15.07	380	25.22
AR-39	017-470-025-000	MDR		7.81	66	8.45
AR-40	017-470-024-000	LDR		14.42	81	5.62
AR-42	017-480-037-000	MDR		7.53	76	10.09
AR-43	017-480-036-000	LDR		12.12	82	6.77
AR-44	017-480-040-000	HDR		5.91	150	25.38
AR-45	017-480-041-000	MDR		7.98	94	11.78
AR-46	017-470-013-000	LDR		2.38	13	5.46
AR-50	017-470-037-000	PQP		9.59	n/a	
AR-51	017-480-044-000	CC-VC		14.15	91	6.43
AR-52	017-480-043-000	CC-VC		12.97	68	5.24
AR-53	017-470-022-000	CC		23.71	n/a	
AR-54	017-480-039-000	PQP		2.95	n/a	
AR-55	017-480-035-000	PQP		1.46	n/a	
AR-56	017-470-004-000	PQP		0.28	n/a	
AR-57	017-480-027-000	PQP		0.85	n/a	
AR-58	017-480-056-000	PQP		1.35	n/a	
AR-59	017-480-057-000	PQP		0.65	n/a	
AR-60	017-470-003-000	Park		1.28	n/a	
AR-61	017-470-012-000	Park		1.87	n/a	
AR-62	017-470-021-000	Park		10.34	n/a	
AR-63	017-480-028-000	Park		1.71	n/a	
AR-64B	Por. 017-480-014-000	Park		1.92	n/a	
AR-66	017-480-020-000	Park		2.86	n/a	
AR-67	017-470-026-000	Park		2.02	n/a	
AR-70	017-470-005-000	OS/(Paseos)		0.57	n/a	
AR-72B	Por. 017-480-048-000	OS/(Paseos)		0.34	n/a	
AR-73	017-470-035-000	OS/(Paseos)		0.97	n/a	
AR-74	017-470-041-000	OS/(Paseos)		0.59	n/a	
AR-76	017-470-032-000	OS/(Paseos)		0.33	n/a	
AR-77	017-470-029-000	OS/(Paseos)		0.94	n/a	

Table 1
Amoruso Ranch CFD No. 1 (Public Infrastructure)
(Improvement Area No. 1)
CFD Parcels and Land Uses

Parcel	APN	Land Use	Lot Size	Gross Acres	Units	Density
AR-78	017-470-038-000	OS/(Paseos)		0.49	n/a	
AR-90	017-470-009-000	OS		3.81	n/a	
AR-91	017-470-007-000	OS		4.16	n/a	
AR-92	017-480-025-000	OS		28.70	n/a	
AR-93	017-480-024-000	OS		3.10	n/a	
AR-94	017-470-016-000	OS		2.30	n/a	
AR-95	017-480-032-000	OS		2.71	n/a	
AR-96	017-480-052-000	OS		2.29	n/a	
AR-97	017-480-033-000	OS		41.68	n/a	
	017-470-010-000,					
AR-98	017-470-046-000	OS		7.94	n/a	
AR-99	017-470-008-000	OS		0.50	n/a	
AR-100	017-470-006-000	OS		1.22	n/a	
AR-101	017-470-015-000	OS		0.96	n/a	
AR-102	017-470-017-000	OS/(Paseos)		0.64	n/a	
AR-103	017-470-039-000	OS/(Paseos)		0.68	n/a	
AR-104	017-470-018-000	OS/(Paseos)		0.85	n/a	
AR-105	017-480-026-000	OS		38.19	n/a	
AR-106	017-480-029-000	OS		0.66	n/a	
AR-107	017-480-017-000	OS		0.36	n/a	
AR-108	017-480-038-000	OS		0.62	n/a	
AR-109	017-480-055-000	OS		0.77	n/a	
AR-111	017-480-054-000	OS		0.19	n/a	
AR-112	017-480-053-000	OS		1.05	n/a	
AR-113	017-480-034-000	OS		1.84	n/a	
AR-114	017-480-051-000	OS		0.55	n/a	
AR-115	017-480-050-000	OS		0.73	n/a	
AR-116	017-480-049-000	OS		0.26	n/a	
Westbrook Blvd				19.54	n/a	
NAPOTS				50.58	n/a	
Roads				32.01	n/a	
AR-110				20.00	1	
Future Annexation Totals				603.53	2,346	
				709.41	2,827	

"land_use"

Source: Amoruso Ranch Specific Plan

3. Authorized Facilities and Estimated Facility Costs

This chapter describes the authorized facilities eligible to be financed or otherwise funded through the IA No. 1 with the proceeds of IA No. 1 bonds and pay-as-you-go costs from special taxes levied under the IA No. 1.

Authorized Facilities of the IA No. 1

The IA No. 1 is authorized to fund certain facilities required to serve the Project. Authorized facilities are identified in the List of Authorized Facilities (**Exhibit B** of this report). Authorized facilities are briefly discussed below.

Transportation Improvements

Public roadway improvements designed to meet the needs of the project, including those improvements identified in the project Development Agreement (DA), including but not limited to:

- Westbrook Boulevard.
- West Sunset Boulevard.

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations; bridge crossings and culverts; clearing, grubbing, and demolition; grading, intract subdivision roadway improvements, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, dry utilities, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; and the following:

- Water lines in/associated with authorized facility roads.
- Recycled water lines in/associated with authorized facility roads.
- Well construction or financial contributions thereto.
- Water Tank Site Improvements.
- Recycled Water Storage Tank Facility or financial contributions thereto.

Drainage System Improvements

Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage; and the following:

- All storm drain lines and facilities in/associated with authorized facility roadways.
- Retention, detention, hydro-modification, and other drainage facilities.

Wastewater System Improvements

Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; storage tanks; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements, including but not limited to:

- All wastewater facilities in/associated with authorized facility roadways.
- Sewer pump station/lift station.

Park, Landscape Corridor, and Paseo Improvements

Authorized facilities include any and all improvements to parks, landscape corridors and paseos located in the project, including but not limited to:

- Construction of Park Sites.
- Construction of Paseos.
- Construction of Trails.

Open Space Improvements

Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on-and off-site hawk/raptor mitigation, agricultural mitigation or other environmental mitigation, property acquisition, endowment payments/PCA fees for open space management monitoring, landscaping and irrigation, access gates and fencing, and related open space improvements, including but not limited to:

- Improvements related to all Preserved and General Open Space Parcels.
- Wetland creation mitigation monitoring, fencing, etc.

Utilities

Authorized facilities include any and all on- and off-site utility improvements designed to meet the needs of development of the project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized facilities also shall include costs related to the off-site electric substation site; site clearing; grading; street frontage improvements, including curbs, gutters, and paving; and construction of an all-weather access road to the site from the nearest public street or extension of temporary overhead lines as described in the project DA, including but not limited to:

- Electric Substation improvements.

Other Public Facilities

Authorized facilities include any and all public facilities or infrastructure, including the project's improvements to the fire station site, site clearing, grading, and street frontage improvements including curbs, gutters, and paving.

Development Impact Fees

Authorized facilities include development impact fees paid and not otherwise reimbursed, whether standard City or County fees levied at the time of the issuance of a building permit or required as part of the DA for the property. Fees include, but are not limited to, City Traffic Fees, Placer Conservation Authority (PCA) Fee, the South Placer Regional Transportation Authority Tier II Traffic Fee, City of Roseville City Wide Park Fee, City of Roseville Public Facilities Fee, Pre-paid DA Fees, and Public Benefit Fee.

Formation, Administrative, and Incidental Expenses

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation monitoring, and preparation of an overarching Operation and Maintenance Plan for the City of Roseville Open Space Preserves); land acquisition and easement payments for the facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities, wetland/Species mitigation purchase; reimbursements to other areas for infrastructure facilities or planning serving development in the IA No. 1; Amoruso Ranch Specific Plan planning, legal, engineering, technical studies costs related to the facilities and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, costs eligible to be financed by the IA No. 1 shall include all costs associated with the formation and ongoing administration of the IA No.1 and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the IA No. 1.

Authorized Services

The authorized services to be funded from the levy and collection of annual maintenance special taxes are the provision of public services, maintenance and operation related to any facilities authorized to be funded by the IA No. 1 with a useful life of five or more years, including but not limited to performance by employees of functions and repair activities. Maintenance as used herein includes replacement and the creation and funding of a reserve fund to pay for a replacement of such facilities. The maintenance special taxes shall only fund authorized services to the extent that they are in addition to those provided to land within the IA No. 1 prior to the creation of the IA No. 1.

Authorized Facilities Estimated Costs

The developer is about to begin construction of infrastructure with costs estimated to be approximately \$58.3 million, as illustrated in **Table 2**. Costs are shown in 2023 dollars.

In the future, properties included in the CFD annexation area may annex into this IA No. 1. If those annexations occur, the developer will seek to fund additional backbone infrastructure through the issuance of one or more series of IA No. 1 bond sales. As is often the case, during buildout of the Project, the developer anticipates being required to construct more backbone infrastructure than would be able to be entirely reimbursed through IA No. 1 bond proceeds.

Development Impact Fee Deferrals

In addition to backbone infrastructure, the IA No. 1 is authorized to fund deferred impact fees. Through the DA, including any amendments thereto, the developer is entitled to defer certain impact fees. Fees eligible for deferral include the South Placer Regional Transportation Authority (SPRTA) Tier II Traffic Fees. In addition to those fees identified in the DA, authorized facilities also includes the ability to pay the Roseville City School District Fee. As described in more detail later in this report, repayment of impact fee deferrals will follow reimbursement for eligible backbone infrastructure.

Table 2
Amoruso Ranch CFD No. 1 (Public Infrastructure)
Authorized Facilities Costs (2023 \$s)

Item	Cost (2023 \$s)
Westbrook Boulevard	\$5,293,678
Backbone Infrastructure	\$11,651,729
Sewer Pump Station	\$5,063,620
Intracts (\$35K per lot)	\$16,835,000
Contingency (15%)	\$5,826,604
Soft Costs	
Engineering Staking (10%)	\$4,467,064
Fees/Bonds/etc. (10%)	\$4,467,064
Prepaid DA Fees	\$4,671,437
Totals	\$58,276,196

"costs"

Source: Brookfield Construction Budget (February 28, 2022)

4. IA No. 1 Bond Authorization and Maximum Annual Special Tax

This chapter will discuss the maximum IA No. 1 bond authorization and maximum annual special taxes as proposed by the developer for each taxable land use type. The CFD will have special taxes for the funding of authorized facilities. This annual facilities special tax will be transitioned to an annual maintenance special tax to fund authorized services of the IA No. 1 when authorized facilities obligations of the IA No. 1 have been fulfilled. These special tax programs will be discussed further in **Chapter 5** of this report.

CFD Bond Authorization and Funding Strategy

The DA authorized the use of the IA No. 1 to fund authorized facilities of the IA No. 1 and outlined a basic structure for the CFD.

The DA identified the following sources of potential funding for authorized facilities of the IA No. 1:

- IA No. 1 Bonds.
- IA No. 1 Pay-As-You-Go.
- Owner Equity/Private Financing.

Each funding source is discussed below.

Maximum IA No. 1 Bond Authorization

The IA No. 1 is authorized to issue up to \$124 million in bonds. The property owner is anticipated to ask the City to sell the first series of bonds during the 2023-24 fiscal year. Depending on market conditions and the structure of the first series of IA No. 1 bonds, subsequent series of CFD bonds may be issued in multiple sales following the first IA No. 1 bond sale.

IA No. 1 Pay-As-You-Go

Special taxes levied and not needed to fund IA No. 1 bond debt service or City administration of the IA No. 1 may be used for pay-as-you-go expenditures for authorized IA No. 1 facilities not reimbursed with IA No. 1 bond proceeds. As memorialized in the DA, the City has agreed to provide pay-as-you-go funding to the developer for the first 30 years of the IA No. 1.

Following developer use of IA No. 1 pay-as-you-go revenues, the City reserves the right to continue the special tax levy to pay the development impact fee deferral on a pay-as-you-go basis. The City also has discretion to reimburse deferred fees through an IA No. 1 bond sale in addition to pay-as-you-go revenues.

Owner Equity/Private Financing

To the extent there are any shortfalls in the funding sources for authorized facilities, owner equity or private financing will be used to fund construction of such facilities.

Maximum Annual Special Tax

A facilities special tax will be assigned to taxable parcels at formation of the IA No. 1. This facilities special tax initially will be used to fund the costs of authorized facilities (as defined in the previous chapter). Once all special tax obligations to fund facilities have been completed, the maintenance special tax will be assigned to taxable parcels for the City's use for long-term repair and replacement of authorized facilities. The IA No. 1 RMA includes the following two special taxes:

- Facilities Special Tax.
- Maintenance Special Tax.

The facilities special tax will be assigned and collected before the "transition event" for the special tax programs. Following the transition event, the facilities special tax will no longer be assigned to taxable parcels and will be replaced by the maintenance special tax. The transition event is discussed in detail in the following chapter.

Each special tax program is discussed below.

Facilities Special Tax

The developer provided the City with recommended maximum annual special taxes for various land use categories, based on market conditions and the range of maximum annual special tax rates in neighboring City areas. **Table 3**, which is **Attachment 2** of the RMA, shows the maximum annual special tax rates for the following tax categories:

- LDR.
- MDR.
- Medium-density affordable—middle.
- HDR.
- High-density affordable—low.
- High-density affordable—very low.

- Nonresidential.

Table 3 shows the maximum annual special tax per tax category in the base year of Fiscal Year (FY) 2023-24. There are two maximum annual special tax for LDR units—\$4,300 and \$3,600—based on the large lot parcel assigned to each tax rate. **Table 3** identifies the large lot numbers associated with each maximum annual special tax rate for LDR product.

The maximum annual special tax for MDR units is \$3,000. The maximum annual special tax for MDR affordable units is \$1,500. The maximum annual special tax for HDR uses—whether for sale or for rent—is \$0. HDR affordable and very-low affordable units and nonresidential uses are assigned a maximum annual special tax of \$0 at IA No. 1 formation. While the special tax is set at \$0, the HDR low and very-low and nonresidential land uses were identified at IA No. 1 formation to clarify that if those land uses were to be included in the IA No. 1, their tax rates would be set to \$0. Finally, **Table 4**, which is **Attachment 3** of the RMA, shows the maximum annual special tax for each original IA No. 1 parcel in the base year.

Maintenance Special Tax

The maximum maintenance special tax is shown in **Table 5** for all tax categories. The maintenance special tax is set at 50 percent of the maximum facilities special tax in the base year. The maintenance special tax will not be levied at the same time as the facilities special tax and would be assigned only to taxable parcels following the transition event.

Overall Tax Burden for Single-Family Residential

The DA and City policies stipulate that the overall tax burden after formation of a IA No. 1 cannot exceed 2 percent of the estimated sales price of a single-family residential home. Estimated sales prices of residential homes were provided by the developer. **Table 6** shows the estimated total effective tax rate for prototypical uses in the IA No. 1. The test includes all current ad valorem property taxes, the IA No. 1 special tax, an estimated services CFD special tax, and the City CFD No. 3. Three different residential products are shown in **Table 5**:

- LDR.
- MDR.

Ad valorem property tax rates were derived from copies of the FY 2022-23 property tax bills. The overall tax burden for single-family residential homes proposed for the IA No. 1 ranges from 1.82 percent to 1.89 percent.

Table 3
Amoruso Ranch CFD No. 1 (Public Infrastructure)
Maximum Annual Facilities Special Taxes by Tax Category
for the Base Year of FY 2023-24 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Facilities Special Tax per Unit/Taxable Acre	
	Before Transition Event [1]	After Transition Event
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR)	\$4,300.00	\$0.00
Large Lots AR-4, AR-5, AR-6, AR-11, AR-34, AR-35		
Low Density Residential (LDR)	\$3,600.00	\$0.00
Large Lots AR-12, AR-13, AR-22, AR-24, AR-26, AR-30		
Medium Density Residential (MDR)	\$3,000.00	\$0.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$0.00	\$0.00
High Density Residential (HDR) For-Rent [2]	\$0.00	\$0.00
Affordable Medium Density Residential	\$1,500.00	\$0.00
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	<u>per Taxable Acre</u>
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$27,772.37	\$0.00

att2

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Table 4

Amoruso Ranch CFD No. 1 (Public Infrastructure)

Assigned Maximum Annual Facilities Special Taxes for Original Parcels for the Base Year of FY 2023-24 (Improvement Area No. 1)

Large Lot Number [1]	Original Parcel(s)	Tax Category	Expected Land Uses		Planned Units per Acre	Assigned Maximum Annual Facilities Special Tax per Unit	Assigned	Assigned
			Acres	Planned Units			Maximum Annual Facilities Special Tax per Taxable Acre	Maximum Facilities Special Tax per Village
Improvement Area No. 1 Phase 1 (Sub-phase 1A)						[2] [3]	[2] [3]	[2] [3]
AR-4	017-480-001-000	LDR	7.21	31	4.30	\$4,300	\$0	\$133,300
AR-5	017-480-003-000	LDR	2.39	10	4.18	\$4,300	\$0	\$43,000
AR-6	017-480-004-000	LDR	5.37	25	4.66	\$4,300	\$0	\$107,500
AR-11	017-480-023-000	LDR	8.24	38	4.61	\$4,300	\$0	\$163,400
AR-12	017-480-007-000	LDR	3.13	16	5.11	\$3,600	\$0	\$57,600
AR-13	017-480-006-000	LDR	5.39	30	5.57	\$3,600	\$0	\$108,000
AR-21	017-480-009-000	MDR	2.05	15	7.32	\$3,000	\$0	\$45,000
AR-22	017-480-010-000	LDR	6.05	32	5.29	\$3,600	\$0	\$115,200
AR-24	017-480-030-000	LDR	2.50	12	4.80	\$3,600	\$0	\$43,200
AR-25	017-480-011-000	MDR	5.29	38	7.18	\$3,000	\$0	\$114,000
AR-26	017-480-012-000	LDR	9.26	48	5.18	\$3,600	\$0	\$172,800
AR-30	017-480-013-000	LDR	2.89	13	4.50	\$3,600	\$0	\$46,800
AR-32	017-480-046-000	MDR	7.78	58	7.46	\$3,000	\$0	\$174,000
AR-33	017-480-045-000	MDR	5.14	42	8.17	\$3,000	\$0	\$126,000
AR-34	017-480-021-000	LDR	3.21	14	4.36	\$4,300	\$0	\$60,200
AR-35	017-480-019-000	LDR	4.82	20	4.15	\$4,300	\$0	\$86,000
AR-37	017-480-031-000	MDR	4.96	39	7.86	\$3,000	\$0	\$117,000
AR-64A	Por. 017-480-014-000	Park	0.74	n/a	n/a	\$0	\$0	\$0
AR-71	017-480-002-000	OS/(Paseos)	0.33	n/a	n/a	\$0	\$0	\$0
AR-72A	Por. 017-480-048-000	OS/(Paseos)	0.64	n/a	n/a	\$0	\$0	\$0
AR-75	017-480-008-000	OS/(Paseos)	0.84	n/a	n/a	\$0	\$0	\$0
AR-79	017-480-018-000	OS/(Paseos)	0.39	n/a	n/a	\$0	\$0	\$0
AR-80	017-480-047-000	OS/(Paseos)	1.16	n/a	n/a	\$0	\$0	\$0
AR-81	017-480-022-000	OS/(Paseos)	1.19	n/a	n/a	\$0	\$0	\$0
A1-A		ROW	6.30	n/a	n/a	\$0	\$0	\$0
A2-B		ROW	1.07	n/a	n/a	\$0	\$0	\$0
A4-A		ROW	7.00	n/a	n/a	\$0	\$0	\$0
A-7		ROW	0.41	n/a	n/a	\$0	\$0	\$0
A9-C		ROW	0.13	n/a	n/a	\$0	\$0	\$0
Totals			105.88	481				\$1,713,000

att3

[1] Indicates village identifier assigned by City in the Amoruso Ranch Specific Plan.

[2] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[3] If amended to include Annexation Parcels, the Maximum Annual Special Tax for Annexation Parcels would also be subject to the Tax Escalation Factor.

Table 5
Amoruso Ranch CFD No. 1 (Public Infrastructure)
(Improvement Area No. 1)
Maximum Annual Maintenance Special Taxes by Tax Category
for the Base Year of FY 2023-24 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Maintenance Special Tax per Unit/Taxable Acre	
	Before Transition Event [1]	After Transition Event [1]
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR) Large Lots AR-4, AR-5, AR-6, AR-11, AR-34, AR-35	\$0.00	\$2,150.00
Low Density Residential (LDR) Large Lots AR-12, AR-13, AR-22, AR-24, AR-26, AR-30	\$0.00	\$1,800.00
Medium Density Residential (MDR)	\$0.00	\$1,500.00
High Density Residential (HDR) [2] High Density Residential (HDR) For-Sale [2] High Density Residential (HDR) For-Rent [2]	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00
Affordable Medium Density Residential	\$0.00	\$750.00
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$0.00	\$0.00

att4

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Table 6
Amoruso Ranch CFD No. 1 (Public Infrastructure)
Overall Tax Burden

Item	Assumption	Residential		
		LDR	LDR	MDR
Estimated Home Price [1]		\$675,000	\$601,667	\$468,750
Homeowner's Exemption		(\$7,000)	(\$7,000)	(\$7,000)
Estimated Assessed Value		\$668,000	\$594,667	\$461,750
Ad Valorem Property Taxes (TRA 005-073) [2]	<u>FY 2022/23</u>			
General Ad Valorem	1.00000%	\$6,680	\$5,947	\$4,618
Sierra College SFID #4 GO Bonds	0.01860%	\$124	\$111	\$86
Roseville City ESD GO Bonds	0.00913%	\$61	\$54	\$42
Roseville JUHSD GO Bonds	0.06841%	\$457	\$407	\$316
Subtotal Ad Valorem Property Taxes	1.09614%	\$7,322	\$6,518	\$5,061
Direct Charges and Assessments				
City of Roseville CFD No. 1 (Public Facilities)		\$4,300	\$3,600	\$3,000
City of Roseville CFD No. 2 (Public Services) [3]		\$436	\$436	\$436
City of Roseville CFD No. 3 (Municipal Services) [4]		\$377	\$377	\$377
Placer Mosquito & Vector Control		\$6	\$6	\$6
Subtotal Direct Charges and Assessments		\$5,118	\$4,418	\$3,818
Total Ad Valorem Property Taxes and Direct Charges		\$12,440	\$10,936	\$8,880
Overall Tax Burden		1.84%	1.82%	1.89%

2 percent

Source: County of Placer; City of Roseville; EPS.

[1] Pricing provided by D.R. Horton.

[2] Ad Valorem tax rates based on FY 2022-23.

[3] Proposed maximum annual special tax rates for Amoruso Ranch CFD No. 2..

[4] Based on CFD No. 3 as identified in the project Development Agreement.

5. Structure of the IA No. 1

Description of the IA No. 1

The IA No. 1 is being formed to fund backbone infrastructure and other facilities, both local and regional, that will serve the Project. The attached exhibits are documents contained in the Resolution of Formation (ROF). **Exhibit A** is the IA No. 1 RMA. **Exhibit B** is the List of Authorized Facilities and Services. Through the transition of the facilities special tax to the maintenance special tax, the IA No. 1 also may fund long-term repair and replacement of authorized facilities once IA No. 1 bonds have been defeased and other obligations of the IA No. 1 for authorized facilities have been fulfilled. Once these facilities special tax obligations have been fulfilled, the City has the discretion to levy the maintenance special tax to help fund long-term repair and replacement of such facilities.

The IA No. 1 Funding Program

The IA No. 1 will be authorized to levy and collect the special tax to pay all annual costs of the IA No. 1, including funding for authorized facilities not funded through IA No. 1 bond proceeds, which is anticipated to be paid on a pay-as-you-go basis, during the first 30 years of the special tax levy.

The IA No. 1 will be authorized to levy and collect the special tax to pay all annual maintenance costs of the IA No. 1 following the transition event.

Transition Event for Special Taxes

The special taxes for the IA No. 1 are intended to first fund authorized facilities of the IA No. 1 and then fund authorized services of the IA NO. 1. As described below, the facilities special tax shall be effective during an initial bonding period and thereafter during a deferral bonding period. The idea is that the facilities special tax may be levied to fund authorized facilities and to repay any deferred impact fees. The full estimated term of the deferred bonding period may not be required if deferred development impact fees are funded through special tax revenues on a pay-as-you-go basis.

Once all obligations to fund authorized facilities have been satisfied, the facilities special tax will “transition” to a maintenance special tax to fund long-term repair and replacement costs for authorized facilities. The Transition Event from the levy of the annual facilities special tax to the maintenance special tax is discussed in further detail below.

Determining the Maximum Annual Special Tax

As stated in the previous chapter, the maximum annual special tax rates for the various tax categories were provided by the developer and based, in part, on maximum annual special tax rates for other neighboring City areas. The maximum annual special tax rates are designed to be competitive with other residential development projects in south Placer County. **Table 3** shows the maximum annual special tax rates by tax category for the facilities special tax. **Table 5** shows the maximum annual special tax rates by tax category for the maintenance special tax.

Base Year

The base year is FY 2023-24. A base year is defined in the RMA as a means of defining the special tax base in a given fiscal year that is allowed to increase by a given factor over a period of time.

Annual Tax Escalation Factor

The administrator shall increase the maximum annual facilities special tax, the maximum annual maintenance special tax, and the related maximum annual special tax rates by the tax escalation factor in all fiscal years following the base year, up to the Transition Event. After the Transition Event, the maximum annual maintenance special tax may be increased up to 2 percent annually at the City's discretion.

Duration of the Special Tax

The facilities special tax will be levied and collected until the earlier of (1) the transition year or (2) FY 2088-89. The maintenance special tax may be levied and collected in perpetuity beginning with the transition year and in each year thereafter at the discretion of the City. The maintenance special tax will be levied and collected beginning in the transition year.

For parcels in the Future Annexation Area annexed into an Improvement Area other than IA No. 1, the facilities special tax will be levied and collected until the earlier of (1) the transition year or (2) 65 fiscal years following the first full fiscal year after the date of creation of such Improvement Area.

Definition of Initial Bonding Period

Because the IA No. 1 includes payment of deferred development impact fees, the IA No. 1 RMA distinguishes between the initial bonding period during which authorized facilities may be financed and the subsequent period where development impact fees may be reimbursed. As defined in the RMA, the Initial Bond Period is “the period in which Bonds are outstanding which financed Authorized Facilities costs or refunded prior Bonds other than the Development Impact Fee Deferral.” Each Improvement Area of the IA No. 1 will have its own Initial Bonding Period.

Definition of Annual Facilities Costs

The maximum annual facilities special tax established under the RMA is the maximum exposure to an annual facilities special tax levy for a given parcel of land. The actual amount of the levy is derived through determining the “annual facilities costs” of the IA No. 1. The RMA describes the annual facilities costs components in detail. Each item is discussed briefly below.

Debt Service

Debt service is that portion of the maximum annual special tax required to pay a parcel’s share of the debt service. The proposed financing structure of the IA No. 1 anticipates that one or more series of IA No. 1 bonds may be issued.

Amount Needed to Replenish Reserve Fund

In the event the reserve fund is drawn on to pay debt service or expenses of the IA NO. 1, a facilities special tax may be levied to replenish the bond reserve fund to required funding levels. A facilities special tax should be levied once for each draw on the bond reserve fund, to the extent the bond reserve fund can be brought back to required funding levels with just one such levy. If for any reason the bond reserve fund remains underfunded in a fiscal year following the fiscal year in which facilities special taxes were levied to replenish it, a second facilities special tax levy should not be required to replenish the bond reserve fund.

Administrative Expenses

Administrative expenses of the IA No. 1 are the reasonable costs of administering the IA No. 1 each fiscal year. Examples of administrative expenses are costs of computing facilities special taxes and preparing annual facilities special taxes collection schedules; costs of collecting the facilities special taxes; costs of remitting the facilities special taxes to the Trustee; costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture; costs to the City, IA No. 1, or their designees of complying with

arbitrage rebate requirements; costs complying with the City, IA No. 1, or obligated persons disclosure requirements; costs associated with preparing special taxes disclosure statements; costs incurred in responding to public inquiries regarding the facilities special taxes; costs related to any appeal of the facilities special taxes; and amounts estimated to be advanced or advanced by the City for any other administrative purposes, including attorney's fees and other costs related to collection of the facilities special taxes and commencing and pursuing to completion any foreclosure for delinquent special taxes.

Amounts for Unpaid Facilities Special Taxes and Anticipated Delinquencies

The RMA allows for the levy of a facilities special tax to fund costs of unpaid facilities special taxes from a previous fiscal year or to fund anticipated facilities special tax delinquencies that may occur in the current fiscal year for which facilities special taxes are being levied. To the extent an amount is levied for a past delinquency, a second facilities special tax levy should not be levied for a facilities special tax delinquency that has already been accounted for in a previous year facilities special tax levy.

Generally, facilities special taxes eventually are brought current, either through payment by a property owner or through judicial foreclosure proceedings. When facilities special tax installments are paid current, the amount needed to fund debt service and IA No. 1 administration will have been collected for previous years, including additional amounts that were needed only to cover delinquencies that are now current. As such, these additional amounts should be considered available by the IA No. 1 to fund annual facilities costs in the following fiscal year.

Authorized Facilities Funded on a Pay-As-You-Go Basis

During the first 30 years, the DA entitles the developer to use pay-as-you-go revenues to fund authorized facilities. As such, facilities special tax revenues not needed to pay debt service during the first 30 years of the facilities special tax levy may be used to fund authorized IA No. 1 costs not otherwise funded with IA No. 1 bond proceeds.

Development Impact Fee Deferrals

As stated earlier, the DA entitles the developer to defer certain development impact fees identified in the DA, which may be amended from time to time. Eligible fees include the SPRTA Tier II Traffic Fee and school district fees. To preserve the City's ability to reimburse any deferred fees, each series of IA No. 1 bonds that may be issued will be structured based on the revenues pledged toward that bond sale without consideration of wrapping debt service around a previous IA No. 1 bond sale. The concept generally is that once a taxable parcel has been taxed as a developed parcel for 30 years and that tax was used to pay

debt service on a series of IA No. 1 bonds, the future facilities special tax levy on that parcel should be available for the City to reimburse deferred impact fees for that parcel.

By way of a simple example, assume an initial IA No. 1 bond sale (Series A bonds) was sized (in IA No. 1 year 1) assuming maximum annual facilities special tax revenue from 400 units, even though all 400 units were not considered developed parcels at the time of the IA No. 1 bond sale. If a second series of IA No. 1 bonds were being issued in year 4 (Series B bonds) based on another project phase with 300 dwelling units, the IA No. 1 Series B bond sizing would not count on IA No. 1 facilities special tax revenues from any of the first 400 units in years 31, 32, and 33 when facilities special tax revenues from those first 400 units would no longer be needed to service outstanding bond debt for the Series A bonds. In this example, facilities special tax revenues from the first 400 units, beginning in Year 31, would be available to reimburse for deferred impact fees for those first 400 units.

Earnings on Reserve Funds, Special Tax Funds, and Other Funds

All interest earnings on bond reserve funds, facilities special tax funds, or other funds should be used to offset annual costs when determining the amount required for the annual facilities special tax levy.

Transition Event and Maintenance Special Taxes

Following the initial bonding period for IA No. 1, and when the administrator determines that the development impact fee deferral has been repaid in full, or beginning FY 2089-90 (whichever occurs first), the administrator will determine that the Transition Event has occurred. In the fiscal year following the Transition Event, the City shall no longer levy and collect the facilities special tax and will in turn begin the levy and collection of the maintenance special tax to fund the costs of authorized services, as defined in a previous chapter.

The Transition Event will be established separately for future Improvement Areas of the IA No. 1.

Definition of Annual Maintenance Costs

The maximum annual maintenance special tax established under the RMA is the maximum exposure to an annual maintenance special tax levy for a given parcel of land. The actual amount of the levy is derived through determining the annual maintenance costs of the IA No. 1. The RMA identifies the annual maintenance costs components as these:

- a. Authorized services costs to be paid from maintenance special taxes.
- b. Administrative expenses for such fiscal year.
- c. The amount needed (1) to cure any delinquencies in the payment of the maintenance special tax in the prior fiscal year, to the extent not otherwise included in a computation of annual maintenance costs in the current or any previous fiscal year and (2) to fund any foreseeable deficiency in the payment of the maintenance special tax for that fiscal year, which is expected to occur in such fiscal year, to the extent not included in a computation of annual maintenance costs in the current or any previous fiscal year.
- d. Less any available earnings on any reserve fund, maintenance special tax funds, or any other available revenues of the IA No. 1 or the City that may be used to fund annual maintenance costs.

Assignment of Maximum Annual Special Tax

Sections 4 and 5 of the RMA describe in detail the precise method for assigning the maximum annual facilities special tax, maximum annual maintenance special tax, and maximum annual special tax to parcels in the IA No. 1. The RMA assigns a total maximum annual special tax to taxable parcels based on parcel configurations at the time of formation of the IA No. 1 and then as subdivision maps are recorded. Original parcels are those parcel configurations when the IA No. 1 is formed. Successor parcels are created as large lot subdivision maps are recorded, and then small lot final maps are recorded, defining individual buildable residential lots.

Original Parcels

Original parcels are assigned a maximum annual facilities special tax using **Attachment 3** of the RMA. **Attachment 3 (Table 4)** of this document shows the total maximum facilities annual special tax and maximum annual facilities special tax per unit or per acre for each of the 5 original parcels.

Attachment 4 of the RMA (**Table 5** of this document) shows the assigned maximum annual maintenance special tax, before and after the Transition Event, for all tax categories.

Successor Parcels

Successor parcels are created when original parcels are subdivided by the recording of large lot subdivision maps or other parcel reconfigurations, such as through a lot line adjustment, and further subdivided into buildable residential lots. The RMA provides specific detail and definitions used in allocating the

maximum annual facilities special tax to parcels in their final use, whether as residential or nonresidential parcels.

Attachment 3 (Table 4 of this document) shows the maximum annual facilities special tax for planned large lot parcels. Each large lot is assigned one tax category, the number of planned residential units, and a maximum annual facilities special tax per unit or per acre. The maximum annual facilities special tax for a large lot parcel is the sum of the number of units in the tax category multiplied by the maximum annual facilities special tax for the tax category.

If fewer units are realized at recordation of a final map defining buildable lots than shown in **Table 4**, the maximum annual facilities special tax for the large lot parcel is divided by the actual number of residential units created by the final map to determine the maximum annual facilities special tax per unit. If more residential units are created by a final map than shown in **Table 4**, the maximum annual facilities special tax per unit is that amount shown in **Table 4**.

The RMA is structured to ensure that the maximum annual facilities special tax for a large lot is not reduced over time by anticipated development of each large lot. The facilities special tax revenue for large lot parcels may increase if higher densities are realized over time.

Maximum annual maintenance special taxes are identified for tax categories in **Attachment 4 (Table 5** of this document).

Annexation Parcels

Parcels are anticipated to be annexed into CFD in the future. Future annexation parcels will be annexed into new Improvement Areas. There may be future annexations into IA No. 1 using existing tax rates.

If parcels are annexed into the IA No. 1 after formation, the maximum annual facilities special tax, maximum annual maintenance special tax, and maximum annual special tax will be assigned to these annexation parcels using the definitions in **Section 2** of the RMA and the maximum annual facilities special tax per unit or per acre shown in **Attachment 2** of the RMA (**Table 3** of this document) as adjusted by the tax escalation factor applied by the administrator, unless the annexation parcels are annexed with a new set of maximum annual facilities special taxes. **Attachment 3 (Table 4)** will be amended, or a new attachment created, to include the annexation parcels and, if necessary, the applicable tax rates. If new maximum annual facilities special taxes are created, **Attachments 2 and 3** should be amended to reflect the maximum annual facilities special taxes for the annexation parcels. Once annexed, these annexed parcels will be considered original and successor parcels and will be subject to the same procedures for assignment of the maximum annual facilities special tax to successor parcels described in **Section 4.d** of the RMA. The owner of the annexation parcels will be responsible for paying all costs associated with

annexing the annexation parcels into the IA No. 1 but otherwise will not be required to pay any other charge, fee, or catch-up special tax in connection with or as a condition of such annexation, unless otherwise agreed to by the owner of the annexation parcel in connection with the annexation.

Maximum annual maintenance special taxes are identified for tax categories in **Attachment 4 (Table 5)** of this document).

Affordable Units

The RMA recognizes affordable housing units may be built in the IA No. 1. Affordable high-density units are assigned zero tax rates for facilities taxes and maintenance taxes. Affordable medium-density units are assigned lower maximum annual special tax rates than market-rate units. **Section 4.d** of the RMA discusses the assignment of the maximum annual special tax to residential lots and to those residential lots anticipated to include affordable units.

Transfer of the Assigned Maximum Annual Facilities Special Tax

The City may, in its sole discretion, allow for a transfer of the maximum annual facilities special tax from one large lot parcel to another. Such a transfer will be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the Finance Director and (2) there is no reduction in the IA NO. 1 maximum annual facilities special tax revenues as a result of the transfer. Provisions for such a transfer are discussed in **Section 4.f** of the RMA.

Conversion of a Tax-Exempt Parcel to a Taxable Parcel

If a tax-exempt parcel is not needed for public use or other nontaxable use and is converted to a taxable use or transferred to a private owner, it will become subject to the special tax. The maximum annual special tax for the newly assigned tax category for such a parcel is determined using the provisions of **Sections 4** and **5** of the RMA.

Taxable Parcels Acquired by a Public Agency

A taxable parcel that is acquired by a public agency after the IA No. 1 is formed will remain subject to the applicable special tax unless the special tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to

this may be made if a public parcel, such as a school site, is relocated to a taxable parcel, in which case, the previously tax-exempt parcel of comparable acreage becomes a taxable parcel and the maximum annual special tax from the previously taxable parcel is transferred to the new taxable parcel. This trading of a parcel from a taxable parcel to a public parcel will be permitted to the extent there is no net loss in maximum IA No. 1 special tax revenue and the transfer is agreed to by the owners of the parcels involved in the transfer and the Finance Director.

Determination of Parcels Subject to Special Tax

By June 30 of each fiscal year, using the definitions in **Section 2** of the RMA, the parcel records of the Assessor's Secured Tax Roll as of January 1, and other City development approval records, the Administrator will cause:

1. Each parcel to be classified as a taxable parcel or a tax-exempt parcel.
2. Each parcel to be classified as a developed parcel, a small lot tentative map parcel, a large lot parcel (including remainder parcels), or an undeveloped parcel.

Setting the Facilities Special Tax Levy for Taxable Parcels

To determine the annual levy, the administrator will use the process presented in **Section 7** of the RMA. In general, the provisions of **Section 7** describe the following procedures to set the annual facilities special tax levy for each taxable parcel for each Improvement Area separately:

- First, the administrator must compute the annual facilities costs using the definitions in **Section 2** of the RMA. Next, the administrator will levy the facilities special tax proportionately on all developed parcels, up to the amount of annual facilities costs or 100 percent of the maximum facilities special tax for developed property, whichever is less.
- If additional revenue is needed for annual facilities costs, the administrator shall levy the facilities special tax proportionately on all small lot tentative map parcels, such that when added to the levy on developed parcels, is up to the amount of annual facilities costs or up to 100 percent of the maximum facilities special tax for small lot tentative map parcels, whichever is less.
- If additional revenue is needed for annual facilities costs, the administrator shall levy the facilities special tax proportionately on all large lot parcels, such that when added to the levies on parcels described above, is up to the amount

of annual facilities costs or up to 100 percent of the maximum facilities special tax for large lot parcels, whichever is less.

- If additional revenue is needed for annual facilities costs, the administrator shall levy the facilities special tax proportionately on all undeveloped parcels, such that when added to the levies on parcels described above, is up to the amount of annual facilities costs or up to 100 percent of the maximum facilities special tax for large lot parcels, whichever is less.

Once the facilities special tax levy is determined for a fiscal year, the administrator will create the tax schedule to deliver to the County Auditor-Controller.

Setting the Maintenance Special Tax Levy for Taxable Parcels

Beginning in the Transition Year, the administrator will use the process presented in **Section 7** of the RMA to set the annual maintenance special tax levy. In general, the provisions of **Section 7** describe the following procedures to set the annual maintenance special tax levy for each taxable parcel separately for each Improvement Area:

- First, the administrator must compute the annual maintenance costs using the definitions in **Section 2** of the RMA. Next, the administrator will levy the maintenance special tax proportionately on all developed parcels, up to the amount of annual maintenance costs or 100 percent of the maximum maintenance special tax for developed property, whichever is less.
- If additional revenue is needed for annual maintenance costs, the administrator shall levy the maintenance special tax proportionately on all small lot tentative map parcels, such that when added to the levy on developed parcels, is up to the amount of annual maintenance costs or up to 100 percent of the maximum maintenance special tax for small lot tentative map parcels, whichever is less.
- If additional revenue is needed for annual maintenance costs, the administrator shall levy the maintenance special tax proportionately on all large lot parcels, such that when added to the levies on parcels described above, is up to the amount of annual maintenance costs or up to 100 percent of the maximum maintenance special tax for large lot parcels, whichever is less.
- If additional revenue is needed for annual maintenance costs, the administrator shall levy the maintenance special tax proportionately on all undeveloped parcels, such that when added to the levies on parcels described above, is up to the amount of annual maintenance costs or up to 100 percent

of the maximum maintenance special tax for large lot parcels, whichever is less.

Once the maintenance special tax levy is determined for a fiscal year, the administrator will create the tax schedule to deliver to the County Auditor-Controller.

Prepayment of the Special Tax Obligation

Calculations of a prepayment shall reflect the Improvement Area in which the parcel seeking to prepay resides. A property owner may at any time prepay either 25 percent or 50 percent of the full prepayment, except that the City may allow a partial prepayment of any percentage up to 50 percent of the full prepayment to be made as a "buy down" of the rate for purposes of marketing the property by a builder or developer of land to be sold for residential use. In the event such a builder or developer has prepaid a portion of the facilities special tax, the allowable 25 percent or 50 percent partial prepayment of the facilities special tax that can be made by a subsequent owner shall be reduced by the amount so prepaid by the builder or developer. Full prepayment is permitted only for nonresidential use parcels; full prepayment is not allowable for residential use parcels.

Prepayments must be made in sufficient time to, in the City's opinion, have the prepayment reflected in the following fiscal year's special tax levy.

In addition to the above, full or partial prepayment is permitted only under the following conditions:

- The landowner prepaying the facilities special tax on a parcel has paid any delinquent facilities special tax and penalties on that parcel at or before prepayment.
- Following prepayment, amounts in any debt service reserve fund are equal to or greater than the reserve fund requirement.
- The City determines the prepayment will not jeopardize its ability to make timely payments of debt service and maintain a 110 percent annual debt service coverage based on maximum annual special tax revenues in all years in which issued bonds will be outstanding.
- The portion of the prepayment for the development impact fee deferral shall be used only to pay for the development impact fee deferral whether it was or is to be funded through annual special tax payments or through bonded indebtedness.

The full and partial prepayment calculations are described in detail in **Section 8** of the RMA. Partial prepayments also must account for collection of any development impact fee deferral for a given parcel.

Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the special tax assigned to a parcel is in error may file a notice with the administrator appealing the levy of the special tax. The administrator then will promptly review the appeal and, if necessary, meet with the applicant. If the administrator verifies that the tax should be modified or changed, the special tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without resolution or ordinance of the City Council, for purposes of clarifying any vagueness or ambiguity as it relates to the special tax rate, the method of apportionment, the classification of properties, or any definition applicable to the IA No. 1.

Without City Council approval, the Finance Director may make minor, non-substantive administrative and technical changes to the provisions of the RMA that do not materially affect the rate, method of apportionment, or manner of collection of the special tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

Manner of Collection

The special tax will be collected in the same manner and at the same time as ad valorem property taxes. As specified in **Section 10** of the RMA, the administrator or their designee may directly bill the special tax and may collect the special tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.



EXHIBITS:

- Exhibit A: Rate, Method of Apportionment, and
Manner of Collection of Special Tax
- Exhibit B: List of Authorized
Facilities and Services



EXHIBIT A:
Rate, Method of Apportionment, and
Manner of Collection of Special Tax

EXHIBIT A

Improvement Area No. 1 of the
City of Roseville
Amoruso Ranch Community Facilities District No. 1

(Public Facilities)
Placer County, State of California

RATE, METHOD OF APPORTIONMENT, AND
MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in Improvement Area No. 1 of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" means the actual or reasonably estimated costs related to the administration of Improvement Area No. 1, including, but not limited to, these for Improvement Area No. 1:

- a. Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the City or any designee thereof or both).
- b. Costs of collecting the Special Taxes (whether by the County, the City, or otherwise).
- c. Costs of remitting the Special Taxes to the Trustee.
- d. Costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture.
- e. Costs to the City, CFD, or any designee thereof, of complying with arbitrage rebate requirements.

- f. Costs to the City, CFD, or any designee thereof, of complying with City, CFD, or Master Builder disclosure requirements.
- g. Costs associated with preparing Special Tax disclosure statements.
- h. Costs incurred in responding to public inquiries regarding the Special Taxes.
- i. Costs to the City, CFD, or designee thereof related to any appeal of the Special Taxes.
- j. Costs associated with the release of funds from an escrow account, if any.
- k. Costs to the City for the issuance of Bonds authorized by the CFD that are not recovered through the Bond sale proceeds.
- l. Amounts estimated to be advanced or already advanced by the City for any other administrative purposes, including attorney's fees and other costs related to collection of the Special Taxes and commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“Administrator” means a City official in the Finance Department, or their designee responsible for determining or overseeing the levy and collection of the Special Taxes.

“Affordable Housing Director” means, at any point in time, the person in the City who serves as head of the department that is in charge of the City's affordable housing program.

“Affordable Unit” means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable. A Multifamily Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or his or her designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number, and in the case of Large Lot Parcels remaining before May 1 of the preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

“Annexation Parcels” means a Parcel or Parcels annexed to Improvement Area No. 1 of the CFD after formation. The Maximum Annual Special Tax will be assigned to Parcels in the annexation area using the provisions of **Section 4**.

“Annual Facilities Costs” means, for any Fiscal Year, the total of these for Improvement Area No. 1:

- a. Debt Service to be paid from Facilities Special Taxes.

- b. The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year.
- c. Administrative Expenses for such Fiscal Year.
- d. The amount needed to (1) cure any delinquencies in the payment of the Facilities Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Facilities Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.
- e. Authorized Pay-As-You-Go Costs so long as the inclusion of these costs does not increase the Special Tax levy on Undeveloped Property, Large Lot Parcels, Small Lot Tentative Map Parcel, or Final Use Small Lot Parcels.
- f. During the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.
- g. Less any available earnings on any reserve fund or Facilities Special Tax funds, available capitalized interest or any other available revenues of Improvement Area No. 1 or the City that may be used to fund Annual Facilities Costs.

"Annual Maintenance Costs" means, for any Fiscal Year, the total of these for Improvement Area No. 1:

- a. Authorized Services costs to be paid from Maintenance Special Taxes.
- b. Administrative Expenses for such Fiscal Year.
- c. The amount needed to (1) cure any delinquencies in the payment of the Maintenance Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Maintenance Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year.
- d. Less any available earnings on any reserve fund, Maintenance Special Tax funds or any other available revenues of Improvement Area No. 1 or the City that may be used to fund Annual Maintenance Costs.

"Anticipated Construction Proceeds" means the amount anticipated to be available through Improvement Area No. 1 for acquiring or constructing Authorized Facilities, which is equal to \$27.8 million at formation of Improvement Area No. 1 of the CFD. This amount is increased on July 1 of the current Fiscal Year for the prior calendar year by the average increase in the ENR-CCI.

"Assessor's Parcel" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"Assigned Maximum Annual Special Tax" means the maximum Facilities Special Tax or Maintenance Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses for Improvement Area No. 1 at the CFD formation, or at annexation, as shown in **Attachment 1**.

"Authorized Facilities" means those facilities and fees to be financed by the CFD (including Improvement Area No. 1), as identified in the resolution forming the CFD.

"Authorized Services" means those services authorized to be funded by the CFD (including Improvement Area No. 1), as defined in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2023, and ending June 30, 2024.

"Benefit Share" means the Maximum Annual Facilities Special Tax for a Parcel divided by the Maximum Annual Facilities Special Tax Revenue for all Taxable Parcels at their assigned Maximum Annual Facilities Special Tax.

"Bond(s)" means any bond(s) issued by the City for Improvement Area No. 1 under the Act secured by Special Taxes and any other debt, as defined in the Act, the City incurs that is secured by Special Taxes to further the CFD's purposes.

"Bond Indenture(s)" means the indenture(s), resolution(s), fiscal agent agreement(s), or other financing document(s) pursuant to which any Bonds are issued.

"Bond Share" means the share of Outstanding Bonds assigned to a Parcel as specified in **Section 8** hereof.

"Building Permit" means a permit issued by the City for the construction of a Residential Use or Nonresidential Use structure.

"Business Professional" means a Parcel or Parcels zoned to provide for office uses and other uses that are related to and supportive of office uses.

"CFD" means the City of Roseville Amoroso Ranch Community Facilities District No. 1 (Public Facilities), Placer County, State of California, including all Improvement Areas therein.

"Chief Financial Officer" or **"CFO"** means the Chief Financial Officer of the City, or his/her designee.

"City" means the City of Roseville in Placer County, California.

"Council" means the City Council of the City acting for the CFD under the Act.

"County" means the County of Placer, California.

"Debt Service" means the total annual amount of Bond principal, interest, and the scheduled sinking fund payments of the Bonds in a calendar year.

"Deferral Bonding Period" means the period, for Improvement Area No. 1, after the Initial Bonding Period has ended and during which the City finances the Development Impact Fee Deferral.

"Developed Parcel" means, in any Fiscal Year:

- a. For Single-Family Parcels: All Parcels for which a Final Small Lot Subdivision Map was recorded before May 1 of the preceding Fiscal Year.
- b. For Multifamily Parcels: All Parcels for which a Building Permit for new construction of a Residential Use structure was issued before May 1 of the preceding Fiscal Year.
- c. For all Nonresidential Use Parcels: All Parcels for which a Building Permit for new construction of a Nonresidential Use structure was issued before May 1 of the preceding Fiscal Year.

Once a Parcel is defined as a Developed Parcel it shall remain as a Developed Parcel.

"Development Agreement" means the Development Agreement By and Between the City of Roseville and Brookfield Sunset, LLC, Brookfield Sacramento Holdings, LLC, and Angela Eisenpress relative to the Amoruso Ranch Specific Plan dated May 11, 2022, or as may be amended from time to time.

"Development Impact Fee Deferral" means the deferred payment of development impact fees due to the City or the South Placer Regional Transportation Authority (SPRTA) for Developed Parcels, using the approach and amounts identified in the Development Agreement, which may be amended from time to time.

"Development Plan" means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, acreage, square footage, or number of Units that are approved to be developed on Single-Family Parcels, Multifamily Parcels, and Nonresidential Parcels.

"ENR-CCI" means the Engineering News Record—Construction Cost Index for San Francisco in the prior calendar year, as determined on July 1 of the current Fiscal Year.

"Expected Land Use(s)" means, for Improvement Area No. 1, the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 3** of this RMA, or as to Annexation Parcels, the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at the time of annexation as identified in a subsequent attachment to RMA.

"Facilities Special Tax" means the Special Tax authorized to be levied in Improvement Area No. 1 to fund Annual Facilities Cost. Facilities Special Taxes are shown in

Attachments 2 and 3, or as to Annexation Parcels, as shown in a subsequent attachment to the RMA.

"Final Use Small Lot Parcel" means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

"Final Small Lot Subdivision Map" means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

"First Bond Sale" means issuance of the first series of Bonds secured, in whole or in part, by Facilities Special Taxes levied and collected from Parcels in Improvement Area No. 1.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"Full Prepayment" means the fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"High Density Residential" means, per the Amoruso Ranch Specific Plan, a land use designation that primarily accommodates attached housing, but depending on the unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium design apartments/condominiums.

"Improvement Area No. 1" means the area designated as such on **Map 1**.

"Initial Bonding Period" means, for Improvement Area No. 1, the period in which Bonds are outstanding, whether issued in a single or multiple series, which financed Authorized Facilities costs or refunded prior Bonds other than the Development Impact Fee Deferral.

"Large Lot Parcel" means a Parcel created by a Large Lot Subdivision Map.

"Large Lot Subdivision Map" means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Final Use Small Lot Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

"Low Density Residential" means, per the Amoruso Ranch Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard, alley-loaded, or clustered, single-family detached units.

"Maintenance Special Tax" means the Special Tax authorized to fund Annual Maintenance Costs. The Maintenance Special Tax will be levied and collected beginning with the Transition Year. Maintenance Special Taxes are shown in **Attachment 4**.

"Market-Rate Unit" means a Unit that is not an Affordable Unit.

"Master Builder" means Brookfield Sacramento Holdings LLC and its successors and assigns.

"Maximum Annual Special Tax" means the greatest amount of Facilities Special Tax or Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, and 4.**

"Maximum Annual Facilities Special Tax" means the greatest amount of Facilities Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, or 4.**

"Maximum Annual Maintenance Special Tax" means the greatest amount of Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, or 4.**

"Maximum Annual Special Tax Rate" means the maximum rate of Facilities Special Tax or Maintenance Special Tax charged per Unit or per Taxable Acre each Fiscal Year, as shown in **Attachments 2, 3, and 4**, as subsequently escalated by the Tax Escalation Factor.

"Maximum Annual Facilities Special Tax Revenue" means the greatest amount of Facilities Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Facilities Special Tax.

"Maximum Annual Maintenance Special Tax Revenue" means the greatest amount of Maintenance Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Maintenance Special Tax.

"Maximum Annual CFD Special Tax Revenue" means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

"Medium Density Residential" means, per the Amoruso Ranch Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium Density Residential areas.

"Mixed Use Parcel" means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

"Multifamily For-Rent" or **"Multifamily For-Rent Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit per Parcel and where such units are initially offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High Density Residential. Each residential dwelling Unit within Multifamily For-Rent or Multifamily For-Rent Parcels is not expected to have its own distinct Assessor's Parcel Number.

"Multifamily For-Sale" or **"Multifamily For-Sale Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit within a single building or structure and that may share at least one common wall where such units are not initially

offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor's Parcel Number as is the case in residential condominium projects. Once designated as Multifamily For-Sale or Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

"Nonresidential Use" means a Taxable Parcel zoned for land uses other than Residential Uses which may include Business Professional, Community Commercial and Mixed Use.

"Original Parcel" means a Taxable Parcel in Improvement Area No. 1 identified in **Attachment 1** at formation of the CFD.

"Outstanding Bonds" means the total principal amount of Bonds that have been issued and not fully repaid or legally defeased.

"Parcel" means any Assessor's Parcel in Improvement Area No. 1 based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

"Partial Prepayment" means the partial fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"Pay-As-You-Go Costs" means that portion of costs of acquisition, construction, and improvement of Authorized Facilities not financed by Bonds that are eligible for funding from the Facilities Special Tax.

"Prepayment" means the Full Prepayment or Partial Prepayment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Large Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Large Lot Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

"Public Parcel" means any Parcel that is or is intended to be publicly owned, as designated in any final map, that is normally exempt from the levy of general ad valorem property taxes under California law, including, but not limited to, public streets, schools, parks, and public drainageways, landscaping, wetlands, greenbelts, and open space.

"Remainder Parcel" means a portion of a unit of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a) (Remainder Parcel). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder

Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

“Remaining Facilities Costs” means the amount of Anticipated Construction Proceeds less construction proceeds from previous Bond issuances and less costs of Authorized Facilities funded on a Pay-As-You-Go Basis from the levy of the Special Tax.

“Remaining Facilities Cost Share” means the Remaining Facilities Costs multiplied by the Benefit Share.

“Residential Use” means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium Density Residential or High Density Residential.

“RMA” means this Rate and Method of Apportionment, and Manner of Collection of Special Tax, as it may be amended from time to time in connection with Annexation Parcels or otherwise.

“Single-Family Parcel” means, in any Fiscal Year, all Parcels in Improvement Area No. 1 for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

“Small Lot Tentative Map” means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. The Small Lot Tentative Map designation for this RMA is in reference only to the areas shown on the map on which Low-Density Residential and Medium-Density Residential uses would be permitted. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder’s Office to create legal lots.

“Small Lot Tentative Map Parcel” means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year that are planned for Low-Density Residential and Medium-Density Residential and which have not yet become a Developed Parcel.

“Special Tax(es)” mean(s) any tax levy under the Act in Improvement Area No. 1.

“Subdivision” or **“Subdivided”** means a division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

“Successor Parcel” means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

“Tax Category” means the categories of taxable land uses shown in **Attachments 2, 3,** and **4**.

“Tax Collection Schedule” means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

"Tax Escalation Factor" means a factor of 2 percent by which the Maximum Annual Facilities Special Tax, Maximum Annual Maintenance Special Tax and related Maximum Annual Special Tax Rates shall be increased annually until the Transition Event. In the Fiscal Year following the Transition Event, the Maximum Annual Maintenance Special Tax may be increased up to 2 percent annually at the City's discretion. The Administrator should refer to Section 4a for application of the Tax Escalation Factor.

"Taxable Acreage" means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to **Attachment 1**, contains both taxable uses and tax-exempt uses.

"Taxable Parcel" means any Parcel that is not a Tax-Exempt Parcel.

"Tax-Exempt Parcel" means a Parcel not subject to the Annual Special Tax. Tax-Exempt Parcels include (a) Public Parcels, and (b) Parcels owned by the City, school districts, special districts, or the state or federal government. A Taxable Parcel that is acquired by a public agency shall remain a Taxable Parcel as per the provisions of **Section 4.i**.

Certain privately-owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowner's associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

"Transition Event" means for Improvement Area No. 1, the earlier of (a) after the Initial Bonding period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral, including any Debt Service and Administrative Expenses associated with any Bonds issued to satisfy Development Impact Fee Deferrals, and any eligible Pay-As-You-Go Costs have been repaid in full to the City and City determines funding is no longer needed for Annual Facilities Costs, or (b) Fiscal Year 2088-89.

"Transition Year" means, for Improvement Area No. 1, the first Fiscal Year following the Fiscal Year in which the Transition Event occurred.

"Trustee" means a national banking association organized and existing under the laws of the United States acting as a trustee or fiscal agent for Bonds.

"Undeveloped Parcel" means a Taxable Parcel that is not a Developed Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"Unit" means, for a Single-Family Parcel, the individual residential unit on such Parcel, or for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential unit in a multifamily building.

3. Duration of the Special Tax

The Facilities Special Tax will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2088-89. The Maintenance Special Tax will be levied and collected beginning in the Transition Year. The Maintenance Special Tax will thereafter be collected in perpetuity.

4. Administrative Tasks for the Facilities Special Tax

The provisions of Section 4 shall apply to Improvement Area No. 1:

- a. Annual Special Tax Escalation. Until the Fiscal Year following the Transition Event, the Administrator shall increase the Maximum Annual Facilities Special Tax, the Maximum Annual Maintenance Special Tax and Maximum Annual Special Tax Rates by the Tax Escalation Factor in all Fiscal Years following the Base Year. In the Transition Year and thereafter, the City, in its sole discretion, may determine whether to apply the Tax Escalation Factor to the Maximum Annual Maintenance Special Tax in any Fiscal Year.
- b. Assignment of the Maximum Annual Facilities Special Tax to Original Parcels. **Attachment 3** identifies the Assigned Maximum Annual Facilities Special Tax for each Original Parcel included in Improvement Area No. 1, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Facilities Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Facilities Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Facilities Special Tax shall equal the sum of the Assigned Maximum Annual Facilities Special Tax for all Large Lot Parcels in that Assessor's Parcel.
- c. Assignment of the Maximum Annual Facilities Special Tax to Annexation Parcels. Upon annexation of property to Improvement Area No. 1, Parcels will be assigned Maximum Annual Facilities Special Taxes using **Attachments 2, 3, and 4**. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Facilities Special Tax to Successor Parcels described in **Section 4.d**. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to Improvement Area No. 1, but otherwise shall not be required to pay any other charge, fee or catch-up special tax in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.
- d. Assignment of the Maximum Annual Facilities Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Facilities Special Tax to new Successor Parcels. As a result of each assignment of the Maximum Annual Facilities Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Facilities Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be

greater, than the Assigned Maximum Annual Facilities Special Tax for that Original Parcel or Successor Parcel.

1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum Annual CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Facilities Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Facilities Special Tax to Single-Family Parcels. All references to Maximum Annual Facilities Special Taxes in the attachments are subject to application by the Tax Escalation Factor by the Administrator:
 - A. Multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.
 - B. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.1.d.A above to each Single-Family Parcel created by the Subdivision.
 - C. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
 - D. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Assigned Maximum Annual Facilities Special Tax is apportioned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:
- A. Apportion the Assigned Maximum Annual Facilities Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.
 - B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.
 - C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.d.2.B above to each Single-Family Parcel created by the Subdivision.
 - D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
 - E. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum

Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

- F. For the Remainder Parcel or Parcels, identify the Maximum Annual Facilities Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by the Subdivision, including Single-Family Parcels with Affordable Units. Subtract the sum of the Maximum Annual Facilities Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Facilities Special Tax assigned to the Remainder Parcel or Parcels in Step 4.d.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.d.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

3. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:
 - A. Identify the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.
 - B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Facilities Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Category. For each Taxable Parcel created by Subdivision that includes Affordable Units, multiply the number of Affordable Units by the Tax per Unit for such Affordable Units.
 - C. Sum the Maximum Annual Facilities Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.
 - D. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being subdivided is greater

than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit or per Acre for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.

4. If Multifamily Residential Units are Constructed on an Original or Successor Parcel: If a Building Permit for Multifamily Residential—For Rent uses is issued for an Original or Successor Parcel, identify the Maximum Annual Facilities Special Tax for the Taxable Parcel in **Attachment 3**. Assign this amount as the Maximum Annual Facilities Special Tax for the Parcel.

If a Building Permit for Multifamily Residential—For Sale uses is issued for an Original or Successor Parcel, use the following procedure to assign the Maximum Annual Facilities Special Tax to Successor Parcels.

- A. Multiply the Maximum Annual Facilities Special Tax per Unit for High Density Residential Units from **Attachment 2** by the number of High Density Residential Units (excluding Affordable Units) created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Units created by the Building Permit.
- B. Multiply the Maximum Annual Facilities Special Tax per Unit High Density Residential Affordable Units from **Attachment 2** by the number of High Density Residential Affordable Units created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Affordable Units created by the Building Permit.
- C. Sum the results from **Section 4.d.4.A** and **Section 4.d.4.B.** and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel with the issued Building Permit. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.
- D. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to the Building Permit is greater than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.
- e. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of

the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Facilities Special Tax per Unit based on their Tax Category as shown in **Attachment 2**, as adjusted by the Tax Escalation Factor so long as the Special Tax does not decrease on such a Unit.

- f. Transfer of the Assigned Maximum Annual Facilities Special Tax from One Large Lot Parcel to Another. The Maximum Annual Facilities Special Taxes shown in **Attachment 3** were determined based on the Expected Land Uses for each Large Lot Parcel shown in **Attachment 1**. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording a Final Small Lot Subdivision Map in any portion of the Large Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Facilities Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the CFO, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to **Attachments 2, 3, or 4** of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to effect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and **Attachments 2, 3, or 4**. Before the transfer, the City may require a deposit from the requesting property owner for such costs.
- g. Reduction of the Maximum Annual Facilities Special Tax Prior to First Bond Sale. At the request of the Master Builder, the Maximum Annual Special Taxes set forth in **Attachments 2, 3 and 4** may be reduced for a given Tax Category, once, prior to the First Bond Sale. The reduction in this paragraph (g) may occur in a single Tax Category or multiple Tax Categories, and there shall be no requirement that the reduction in one Tax Category be proportionate to the reduction in another Tax Category. Such reduction shall be made without a vote of the qualified electors within the CFD following discussion with the Master Builder and the City. Any such reduction shall occur at least 30 days prior to the First Bond Sale. The Special Tax reductions permitted pursuant to this paragraph shall be reflected in an Amended Notice of Special Tax Lien, which the Administrator shall cause to be recorded.
- h. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Facilities Special Tax. The Maximum Annual Facilities Special Tax for the newly Taxable Parcel will be determined using the provisions of **Sections 4 and 5** of the RMA.
- i. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Facilities Special Tax from the previously Taxable Parcel is transferred to the new

Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

5. Administrative Tasks for the Maintenance Special Tax

This section discusses the administrative tasks for the Maintenance Special Tax, which shall be applicable after the Transition Event.

The provisions of **Section 5** shall apply to Improvement Area No. 1. as set forth below:

- a. Assignment of the Maximum Annual Maintenance Special Tax to Developed Parcels.
In the Fiscal Year following the Transition Event, the Administrator shall assign the Maximum Annual Maintenance Special Tax to all Developed Parcels using the Maximum Annual Special Tax Rates for the Maintenance Special Tax by Tax Category shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.
- b. Assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels.
After the Transition Event, if Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the steps in **Section 4.d** to assign the Maximum Annual Maintenance Special Tax to new Successor Parcels. ***When applying Section 4.d after the Transition Event, the Administrator shall substitute Maintenance Special Tax for Facilities Special Tax and shall substitute Maximum Annual Maintenance Special Tax for Maximum Annual Facilities Special Tax.***
- c. Assignment of the Maximum Annual Maintenance Special Tax to Annexation Parcels.
If Parcels are annexed to Improvement Area No. 1 after formation, the Maximum Annual Maintenance Special Tax shall be assigned to these Annexation Parcels using the definitions in **Section 2** and the Maximum Annual Maintenance Special Tax per Unit or Acre shown in **Attachment 4** as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Maintenance Special Taxes. **Attachment 1** may be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable tax rates. If new Maximum Annual Maintenance Special Taxes are created, **Attachment 4** should be amended to reflect the Maximum Annual Maintenance Special Taxes for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels described in this section. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to Improvement Area No. 1, but otherwise shall not be required to pay any other charge, fee or catch-up special tax in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.

- d. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Maintenance Special Tax per Unit based on their Tax Category as shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.
- e. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Maintenance Special Tax. The Maximum Annual Maintenance Special Tax for the newly Taxable Parcel will be determined using the provisions of **Sections 5** and **6** of the RMA.
- f. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Maintenance Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

6. Assignment of the Maximum Annual Special Tax

The Administrator shall assign the Maximum Annual Special Tax using the procedures identified below:

- a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in **Section 2**, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:
 - 1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
 - 2. Each Parcel to be classified as a Developed Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
- b. Assignment of the Maximum Annual Facilities Special Tax to Taxable Parcels. The Maximum Annual Facilities Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.

- c. Assignment of the Maximum Annual Maintenance Special Tax to Taxable Parcels. In the Fiscal Year following the Transition Event, the Maximum Annual Maintenance Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Sections 4 and 5.**

7. Calculating Annual Special Taxes

This section discusses the levy of the Facilities Special Tax and the Maintenance Special Tax. Collectively, these Special Taxes are included in the discussion of the assignment of the Maximum Annual Special Taxes. For the period following CFD formation until the Fiscal Year in which the Transition Event occurs, the Maximum Annual Special Tax shall refer to the Facilities Special Tax. Beginning with the Transition Year, the Maximum Annual Special Tax shall refer to the Maintenance Special Tax.

The Administrator will compute the Annual Facilities Costs or Annual Maintenance Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4, 5, and 6.** The Administrator then will determine the tax levy for each Taxable Parcel using the following process.

Facilities Special Tax Levy

- a. Compute the Annual Facilities Costs using the definition of Annual Facilities Costs in **Section 2.**
- b. For all Taxable Parcels, calculate the Facilities Special Tax levy for each using the following steps:
 - Step 7.b.1. The Facilities Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Facilities Cost or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Developed Parcels, whichever is less.
 - Step 7.b.2. If additional revenue is needed after *Step 7.b.1.*, the Facilities Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed in *Step 7.b.1.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Small Lot Tentative Map Parcels. As necessary, the Facilities Special Tax shall be levied on Small Lot Tentative Map Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.
 - Step 7.b.3. If additional revenue is needed after *Step 7.b.2.*, the Facilities Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed through *Step 7.b.2.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Large Lot Parcels. As necessary, the

Facilities Special Tax shall be levied on Large Lot Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

- Step 7.b.4. If additional revenue is needed after *Step 7.b.3.*, the Facilities Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amounts computed through *Step 7.b.3.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Undeveloped Parcels. As necessary, the Facilities Special Tax shall be levied on Undeveloped Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Maintenance Special Tax Levy

- c. Beginning in the Transition Year, compute the Annual Maintenance Cost using the definition of Annual Maintenance Costs in **Section 2**.
- d. For all Taxable Parcels, calculate the Maintenance Special Tax levy for each using the following steps:

Step 7.d.1. The Maintenance Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Maintenance Cost or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Developed Parcels, whichever is less.

Step 7.d.2. If additional revenue is needed after *Step 7.d.1.*, the Maintenance Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed in *Step 7.d.1.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Small Lot Tentative Map Parcels.

Step 7.d.3. If additional revenue is needed after *Step 7.d.2.*, the Maintenance Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed through *Step 7.d.2.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Large Lot Parcels.

Step 7.d.4. If additional revenue is needed after *Step 7.d.3.*, the Maintenance Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amounts computed through *Step 7.d.3.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Undeveloped Parcels.

- e. Levy on each Taxable Parcel the amount calculated above.
- f. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 10**, send it to the County Auditor requesting

that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will be sent no later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to identify any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

8. Prepayment of the Facilities Special Tax Obligation

Calculations of a Prepayment shall reflect the Improvement Area within which the Parcel seeking to prepay resides. A property owner may at any time prepay either 25 percent or 50 percent of the Full Prepayment, except that the City may allow a partial prepayment of any percentage up to 50 percent of the Full Prepayment to be made as a “buy down” of the rate for purposes of marketing the property by a builder or developer of land to be sold for Residential Use. In the event such a builder or developer has prepaid a portion of the Facilities Special Tax, the allowable 25 percent or 50 percent partial prepayment of the Facilities Special Tax that can be made by a subsequent owner shall be reduced by the amount so prepaid by the builder or developer. Full Prepayment is permitted only for Nonresidential Use Parcels; Full Prepayment is not allowable for Residential Use Parcels.

Prepayments must be made in sufficient time to, in the City’s opinion, have the Prepayment reflected in the following Fiscal Year’s Special Tax levy.

Prepayment is permitted only under the following additional conditions:

- The landowner prepaying the Facilities Special Tax on a Parcel has paid any delinquent Facilities Special Tax and penalties on that Parcel at or before or at the time of Prepayment.
- Following Prepayment, amounts in any debt service reserve fund are equal to or greater than the reserve fund requirement.
- The City determines that the Prepayment will not jeopardize its ability to make timely payments of Debt Service and maintain a 110 percent annual Debt Service coverage based on Maximum Annual Special Tax Revenues in all years in which issued Bonds will be outstanding.
- The portion of the Prepayment for the Development Impact Fee Deferral shall only be used to pay for the Development Impact Fee Deferral whether it was or is to be funded through annual special tax payments or through bonded indebtedness.

When permitted, the Administrator shall calculate Prepayments using the following steps:

- a. The Full Prepayment amount shall be established by following the steps below:

Step 8.a.1: Determine the percentage of the Maximum Facilities Special Tax for the Taxable Parcel for which the Facilities Special Tax is to be prepaid using

the provisions of **Sections 4, 5, and 6**. If the Parcel is not designated as a Developed Parcel, determine the applicable Facilities Special Tax for the Parcel assuming it is a Developed Parcel.

Step 8.a.2: Increase the Maximum Facilities Special Tax by 2 percent per annum for the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax as a Developed Parcel, or (ii) the end of the then-remaining Initial Bonding Period.

Step 8.a.3: Using a discounted rate equal to the most current yield for the 30-Year Treasury Constant Maturity, calculate the net present value of the revenue stream determined *Step 8.a.2*. If this yield is no longer available, the Administrator will select a yield rate from the most comparable type of security.

Step 8.a.4: Calculate this Parcel's Maximum Annual Facilities Special Tax as a percentage of the Maximum Annual Facilities Special Tax Revenue, assuming all Taxable Parcels are Developed Parcels to determine the Benefit Share for the prepaying Parcel. Multiply the Benefit Share by the Outstanding Bonds to determine the Bond Share for the prepaying Parcel. Multiply the Benefit Share by the Remaining Facilities Costs, as increased by ENR-CCI from the Base Year, to determine the Remaining Facilities Cost Share for the prepaying Parcel. Add the Bond Share to Remaining Facilities Cost Share for the prepaying Parcel.

Step 8.a.5: Use the greater of the amounts determined in Step 8.a.3 or Step 8.a.4 for the following calculations.

Step 8.a.6: Add to the amount from in *Step 8.a.5* interest on the Bonds being redeemed to the next redemption date.

Step 8.a.7: Add to the amount calculated in *Step 8.a.6* a redemption premium on the Bonds being redeemed (if any) as identified in the Bond Indenture(s).

Step 8.a.8: Add to the amount calculated in *Step 8.a.7* the Development Impact Fee Deferral amount applicable to the Parcel, as adjusted for inflation. If Bonds have been issued to finance the Development Impact Fee Deferral, follow *Steps 8.a.2 and 8.a.3*, using for *Step 8.a.2* the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax during the Deferral Bonding Period, or (ii) the end of the then-remaining Deferral Bonding Period.

Step 8.a.9: Add the administrative cost of processing the Prepayment to the amount calculated in *Step 8.a.8*.

Step 8.a.10: The amount in *Step 8.a.9* is the amount of the Full Prepayment of the Maximum Annual Special Tax for the Taxable Parcel.

b. Partial Prepayments will be calculated as described below:

The amount of any Partial Prepayment is limited to a maximum of 50 percent of the Full Prepayment amount determined in Step 8. a.10. When a Partial Prepayment is made, the full amount of Administrative fees and expenses determined in *Step 8.a.7* shall be included in the Partial Prepayment calculation. The Facilities Special Tax that can be levied on a Parcel after a Partial Prepayment is made is equal to the Maximum Facilities Special Tax multiplied by one minus the percentage that has been prepaid.

9. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the CFO appealing the levy of the Special Tax. The CFO then will promptly review the appeal and, if necessary, will meet with the applicant. If the CFO verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the CFO may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in Improvement Area No. 1 that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in Improvement Area No. 1, provided such amendment is only applicable to such owner's land and does not reduce the total Maximum Annual CFD Special Tax Revenue.

10. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

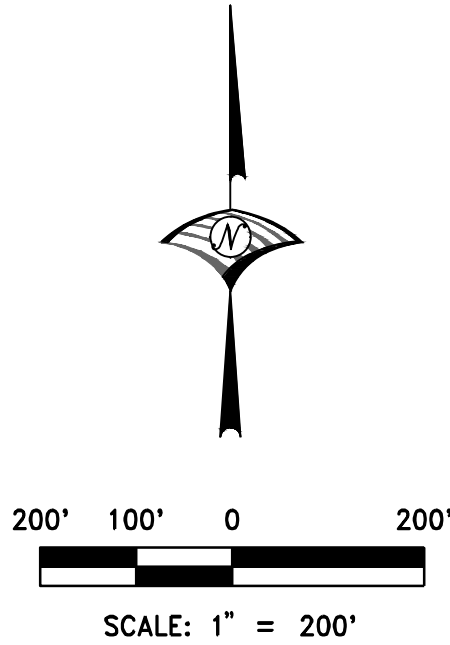
IDENTIFICATION OF LARGE LOTS

AMORUSO RANCH - CFD #1

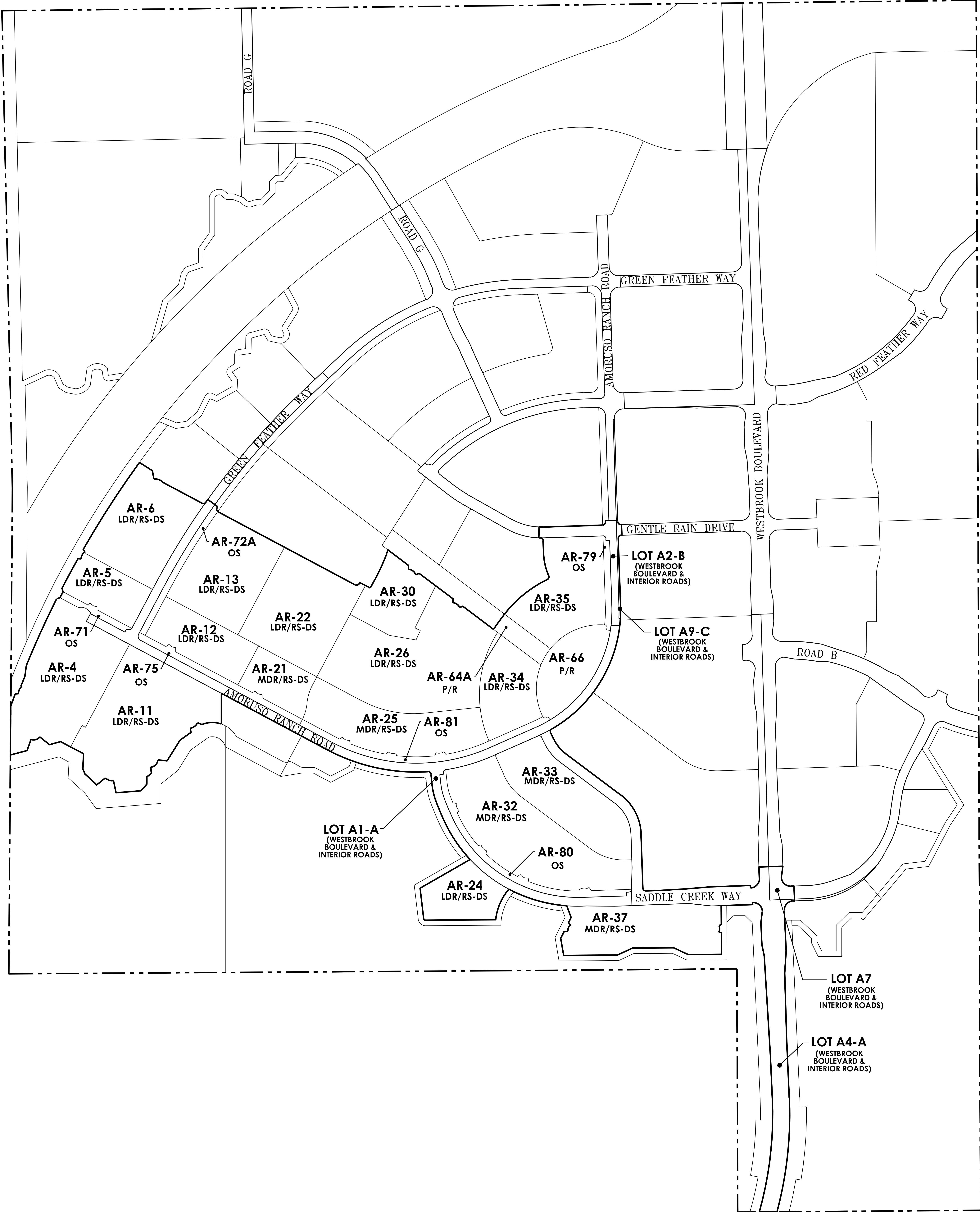
BROOKFIELD RESIDENTIAL

ROSEVILLE CALIFORNIA

MARCH 8, 2023
REVISED: MARCH 13, 2023



Lot ID	Land Use	Area (AC)	Units
AR-4	LDR	7.21	31
AR-5	LDR	2.39	10
AR-6	LDR	5.37	25
AR-11	LDR	8.24	38
AR-12	LDR	3.13	16
AR-13	LDR	5.37	30
AR-21	MDR	2.05	15
AR-22	LDR	6.04	32
AR-24	LDR	2.50	12
AR-25	MDR	5.29	38
AR-26	LDR	9.29	48
AR-30	LDR	2.86	13
AR-32	MDR	7.78	58
AR-33	MDR	5.14	42
AR-34	LDR	3.21	14
AR-35	LDR	4.82	20
AR-37	MDR	4.96	39
AR-64A	P/R	0.74	0
AR-71	OS	0.33	0
AR-72A	OS	0.64	0
AR-75	OS	0.84	0
AR-79	OS	0.39	0
AR-80	OS	1.16	0
AR-81	OS	1.19	0
LOT A1-A	RW	6.30	0
LOT A2-B	RW	1.07	0
LOT A4-A	RW	7.00	0
LOT A7	RW	0.41	0
LOT A9-C	RW	0.13	0



Attachment 2
Amoruso Ranch CFD No. 1 (Public Infrastructure)
Maximum Annual Facilities Special Taxes by Tax Category
for the Base Year of FY 2023-24 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Facilities Special Tax per Unit/Taxable Acre	
	Before Transition Event [1]	After Transition Event
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR)	\$4,300.00	\$0.00
Large Lots AR-4, AR-5, AR-6, AR-11, AR-34, AR-35		
Low Density Residential (LDR)	\$3,600.00	\$0.00
Large Lots AR-12, AR-13, AR-22, AR-24, AR-26, AR-30		
Medium Density Residential (MDR)	\$3,000.00	\$0.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$0.00	\$0.00
High Density Residential (HDR) For-Rent [2]	\$0.00	\$0.00
Affordable Medium Density Residential	\$1,500.00	\$0.00
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	<u>per Taxable Acre</u>
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$27,772.37	\$0.00

att2

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Attachment 3

Amoruso Ranch CFD No. 1 (Public Infrastructure)

Assigned Maximum Annual Facilities Special Taxes for Original Parcels for the Base Year of FY 2023-24 (Improvement Area No. 1)

Large Lot Number [1]	Original Parcel(s)	Tax Category	Expected Land Uses		Planned Units per Acre	Assigned Maximum Annual Facilities Special Tax per Unit	Assigned Maximum Annual Facilities Special Tax per Taxable Acre	Assigned Maximum Facilities Special Tax per Village
			Acres	Planned Units				
Improvement Area No. 1 Phase 1 (Sub-phase 1A)						[2] [3]	[2] [3]	[2] [3]
AR-4	017-480-001-000	LDR	7.21	31	4.30	\$4,300	\$0	\$133,300
AR-5	017-480-003-000	LDR	2.39	10	4.18	\$4,300	\$0	\$43,000
AR-6	017-480-004-000	LDR	5.37	25	4.66	\$4,300	\$0	\$107,500
AR-11	017-480-023-000	LDR	8.24	38	4.61	\$4,300	\$0	\$163,400
AR-12	017-480-007-000	LDR	3.13	16	5.11	\$3,600	\$0	\$57,600
AR-13	017-480-006-000	LDR	5.39	30	5.57	\$3,600	\$0	\$108,000
AR-21	017-480-009-000	MDR	2.05	15	7.32	\$3,000	\$0	\$45,000
AR-22	017-480-010-000	LDR	6.05	32	5.29	\$3,600	\$0	\$115,200
AR-24	017-480-030-000	LDR	2.50	12	4.80	\$3,600	\$0	\$43,200
AR-25	017-480-011-000	MDR	5.29	38	7.18	\$3,000	\$0	\$114,000
AR-26	017-480-012-000	LDR	9.26	48	5.18	\$3,600	\$0	\$172,800
AR-30	017-480-013-000	LDR	2.89	13	4.50	\$3,600	\$0	\$46,800
AR-32	017-480-046-000	MDR	7.78	58	7.46	\$3,000	\$0	\$174,000
AR-33	017-480-045-000	MDR	5.14	42	8.17	\$3,000	\$0	\$126,000
AR-34	017-480-021-000	LDR	3.21	14	4.36	\$4,300	\$0	\$60,200
AR-35	017-480-019-000	LDR	4.82	20	4.15	\$4,300	\$0	\$86,000
AR-37	017-480-031-000	MDR	4.96	39	7.86	\$3,000	\$0	\$117,000
AR-64A	Por. 017-480-014-000	Park	0.74	n/a	n/a	\$0	\$0	\$0
AR-71	017-480-002-000	OS/(Paseos)	0.33	n/a	n/a	\$0	\$0	\$0
AR-72A	Por. 017-480-048-000	OS/(Paseos)	0.64	n/a	n/a	\$0	\$0	\$0
AR-75	017-480-008-000	OS/(Paseos)	0.84	n/a	n/a	\$0	\$0	\$0
AR-79	017-480-018-000	OS/(Paseos)	0.39	n/a	n/a	\$0	\$0	\$0
AR-80	017-480-047-000	OS/(Paseos)	1.16	n/a	n/a	\$0	\$0	\$0
AR-81	017-480-022-000	OS/(Paseos)	1.19	n/a	n/a	\$0	\$0	\$0
A1-A		ROW	6.30	n/a	n/a	\$0	\$0	\$0
A2-B		ROW	1.07	n/a	n/a	\$0	\$0	\$0
A4-A		ROW	7.00	n/a	n/a	\$0	\$0	\$0
A-7		ROW	0.41	n/a	n/a	\$0	\$0	\$0
A9-C		ROW	0.13	n/a	n/a	\$0	\$0	\$0
Totals			105.88	481				\$1,713,000

att3

[1] Indicates village identifier assigned by City in the Amoruso Ranch Specific Plan.

[2] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[3] If amended to include Annexation Parcels, the Maximum Annual Special Tax for Annexation Parcels would also be subject to the Tax Escalation Factor.

Attachment 4
Amoruso Ranch CFD No. 1 (Public Infrastructure)
(Improvement Area No. 1)
Maximum Annual Maintenance Special Taxes by Tax Category
for the Base Year of FY 2023-24 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Maintenance Special Tax per Unit/Taxable Acre	
	Before Transition Event [1]	After Transition Event [1]
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR) Large Lots AR-4, AR-5, AR-6, AR-11, AR-34, AR-35	\$0.00	\$2,150.00
Low Density Residential (LDR) Large Lots AR-12, AR-13, AR-22, AR-24, AR-26, AR-30	\$0.00	\$1,800.00
Medium Density Residential (MDR)	\$0.00	\$1,500.00
High Density Residential (HDR) [2] High Density Residential (HDR) For-Sale [2] High Density Residential (HDR) For-Rent [2]	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00
Affordable Medium Density Residential	\$0.00	\$750.00
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$0.00	\$0.00

att4

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

LEGEND

PROPOSED CFD BOUNDARY AND BOUNDARY OF IMPROVEMENT AREA NO. 1

AREAS OF FUTURE ANNEXATION

PROPOSED BOUNDARY MAP
AMORUSO RANCH
COMMUNITIES FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
BEING A PORTION OF SECTIONS 11 AND 14,
T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS ____ DAY OF _____, 20____.

BY: _____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20____ BY IT'S RESOLUTION NO. _____.

BY: _____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE

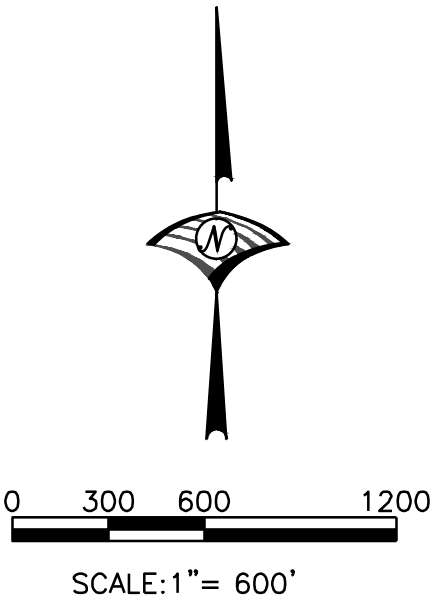
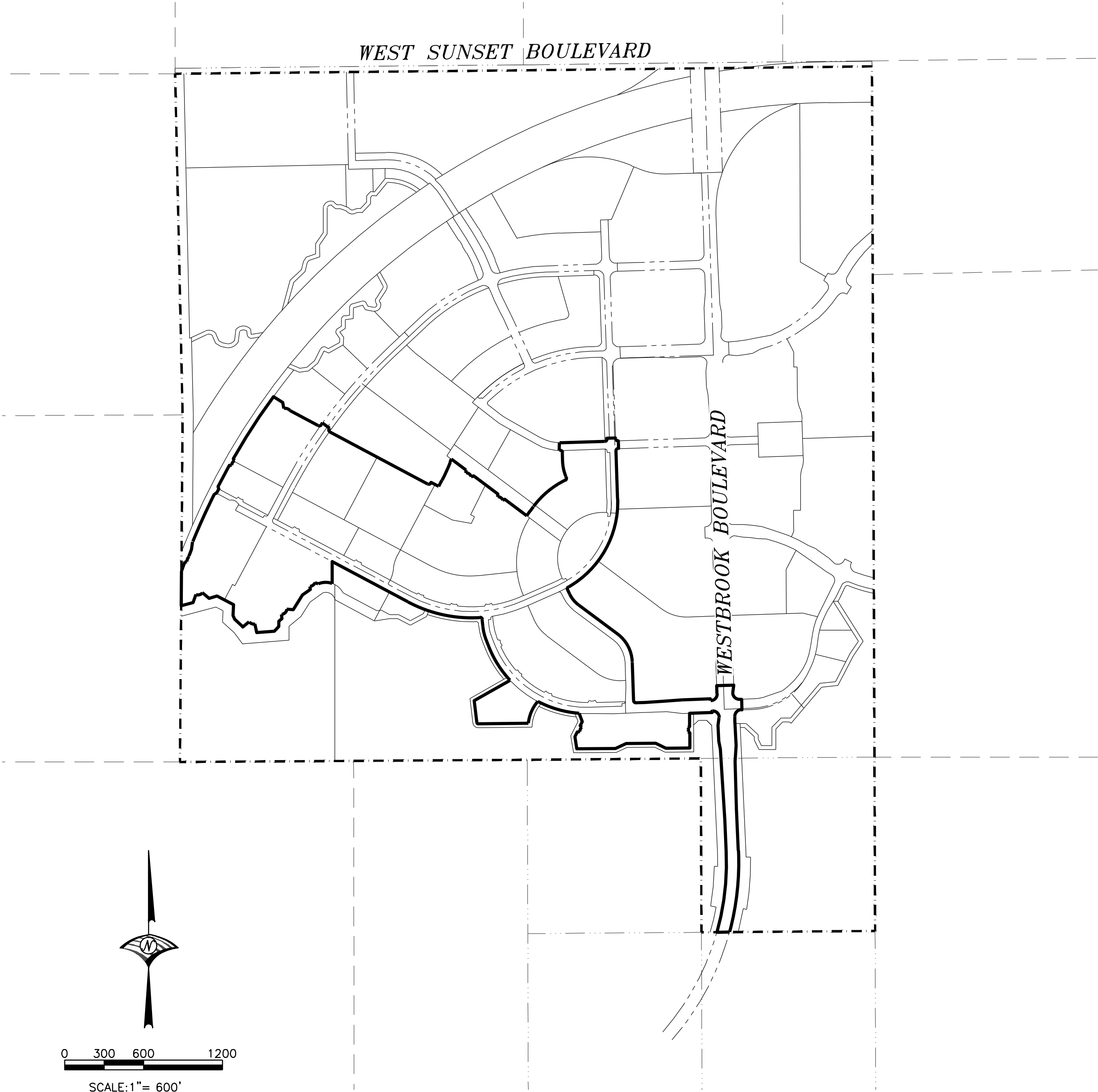
RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 20____, AT _____M. IN BOOK _____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO.: _____

FEE: \$ _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER




WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 O ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

NOVEMBER 2022



EXHIBIT B:
**List of Authorized
Facilities and Services**

EXHIBIT B

City of Roseville
Amoruso Ranch Specific Plan
Community Facilities District No. 1
(Public Facilities)
Placer County, California

LIST OF AUTHORIZED FACILITIES AND SERVICES

Authorized Facilities

Transportation Improvements

Public roadway improvements designed to meet the needs of the project, including those improvements identified in the project Development Agreement (DA), including but not limited to;

- Westbrook Boulevard
- West Sunset Boulevard

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations; bridge crossings and culverts; clearing, grubbing, and demolition; grading, intract subdivision roadway improvements, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, dry utilities, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and

water service; landscaping and irrigation; access gates and fencing; striping and signage; and the following:

- Water lines in/associated with authorized facility roads
- Recycled water lines in/associated with authorized facility roads
- Well construction or financial contributions thereto
- Water Tank Site Improvements
- Recycled Water Storage Tank Facility or financial contributions thereto

Drainage System Improvements

Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage; and the following:

- All storm drain lines and facilities in/associated with authorized facility roadways
- Retention, detention, hydro-modification, and other drainage facilities

Wastewater System Improvements

Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; storage tanks; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements, including but not limited to:

- All wastewater facilities in/associated with authorized facility roadways
- Sewer pump station/lift station

Solid Waste Improvements

Authorized facilities include any and all backbone solid waste improvements designed to meet the needs of development of the project. Eligible improvements also include the project's pro-rata contribution to shared facilities.

Park, Landscape Corridor and Paseo Improvements

Authorized facilities include any and all improvements to parks, landscape corridors and paseos located in the project, including but not limited to:

- Construction of Park Sites
- Construction of Paseos
- Construction of Trails

Open Space Improvements

Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on-and off-site hawk/raptor mitigation, agricultural mitigation or other environmental mitigation, property acquisition, endowment payments/PCA fees for open space management monitoring, landscaping and irrigation, access gates and fencing, and related open space improvements, including but not limited to:

- Improvements related to all Preserved and General Open Space Parcels
- Wetland creation mitigation monitoring, fencing, etc.

Utilities

Authorized facilities include any and all on- and off-site utility improvements designed to meet the needs of development of the project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized facilities also shall include costs related to the off-site electric substation site; site clearing; grading; street frontage improvements, including curbs, gutters, and paving; and construction of an all-weather access road to the site from the nearest public street or extension of temporary overhead lines as described in the project DA, including but not limited to:

- Electric Substation improvements

Other Public Facilities

Authorized facilities include any and all public facilities or infrastructure, including the project's improvements to the fire station site, site clearing, grading, and street frontage improvements including curbs, gutters, and paving.

Development Impact Fees

Authorized facilities include development impact fees paid and not otherwise reimbursed, whether standard City or County fees levied at the time of the issuance of a building permit or required as part of the DA for the property. Fees include, but are not limited to, City Traffic Fees, Placer Conservation Authority (PCA) Fee, the South Placer Regional Transportation Authority Tier II Traffic Fee, City of Roseville City Wide Park Fee, City of Roseville Public Facilities Fee, Pre-paid DA Fees, and Public Benefit Fee.

Formation, Administrative, and Incidental Expenses

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to: the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation monitoring, and preparation of an overarching Operation and Maintenance Plan for the City of Roseville Open Space Preserves); land acquisition and easement payments for the facilities; project management; construction

staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities, wetland/Species mitigation purchase; reimbursements to other areas for infrastructure facilities or planning serving development in the CFD; Amoruso Ranch Specific Plan planning, legal, engineering, technical studies costs related to the facilities and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

Authorized Services

The authorized services to be funded from the levy and collection of annual maintenance special taxes are the provision of public services, maintenance and operation related to any facilities authorized to be funded by the CFD with a useful life of five or more years, including but not limited to performance by employees of functions and repair activities. Maintenance as used herein includes replacement and the creation and funding of a reserve fund to pay for a replacement of such facilities. The maintenance special taxes shall only fund authorized services to the extent that they are in addition to those provided to land within the CFD prior to the creation of the CFD.

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 23-180

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE IMPROVEMENT AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT

WHEREAS, on April 5, 2023, the City Council (the "City Council") of the City of Roseville (the "City") adopted a resolution entitled "A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE IMPROVEMENT AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT" (the "Resolution of Intention"), stating its intention to form "City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities)" (the "CFD"), and "City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (Future Annexation Area)" (the "Future Annexation Area"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, the Resolution of Intention, describing a map of the proposed boundaries of the CFD and the Future Annexation Area, including territory within the CFD to be designated, pursuant to Section 53350 of the Act, as "Improvement Area No. 1 of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities)" ("Improvement Area No. 1"), and stating the facilities and services to be provided by the CFD, the rate and method of apportionment of the special tax to be levied within the CFD, and the expectation to use bonds to finance authorized facilities, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein; and

WHEREAS, on this date, this City Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD, the designation of Improvement Area No. 1, and the designation of the Future Annexation Area; and

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, the designation of Improvement Area No. 1, and the designation of the Future Annexation Area, the facilities and services to be provided therein and the levy of said special tax were heard and a full and fair hearing was held; and

WHEREAS, at the hearing evidence was presented to this City Council on said matters before it, including a report caused to be prepared by the Chief Financial Officer of the City (the "Report") as to the facilities and services to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this City Council at the conclusion of said hearing is fully advised in the premises; and

WHEREAS, written protests with respect to the proposed establishment of the CFD, the designation of Improvement Area No. 1, the furnishing of specified types of facilities and services

and the rate and method of apportionment of the special taxes have not been filed with the City Clerk by 50% or more of the registered voters residing within the territory of the CFD or property owners of one-half or more of the area of land within the CFD and not exempt from the proposed special tax or 50% or more of the registered voters residing within the territory of the CFD or property owners of one-half or more of the area of land within the CFD and not exempt from the proposed special tax; and

WHEREAS, written protests against the proposed establishment of the Future Annexation Area and future annexation of parcels therein to the CFD have not been filed with the City Clerk by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the proposed boundaries of the CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the Future Annexation Area, (iii) owners of one-half or more of the area of land in the proposed CFD or (iv) owners of one-half or more of the area of land in the Future Annexation Area; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Recitals Correct.** The foregoing recitals are true and correct.
2. **No Majority Protest.** The establishment of the CFD, the designation of Improvement Area No. 1, the furnishing of specified types of facilities and services and the rate and method of apportionment of the special taxes within Improvement Area No. 1 of the CFD have not been precluded by majority protest pursuant to Section 53324 of the Act; and the establishment of the Future Annexation Area and the furnishing of specified types of facilities and services therein and the establishment of the Future Annexation Area have not been precluded by majority protest pursuant to Section 53339.6 of the Act.
3. **Prior Proceedings Valid.** All prior proceedings taken by this City Council in connection with the establishment of the CFD, the designation of Improvement Area No. 1, the designation of the Future Annexation Area, and the levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.
4. **Name of CFD and Future Annexation Area; Designation of Improvement Area No. 1.** "City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities)" is hereby established pursuant to the Act and "City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (Future Annexation Area)" is hereby established as a Future Annexation Area to the CFD pursuant to the Act.

Within the CFD an area to be known as "Improvement Area No. 1 of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities)" is hereby designated in accordance with Section 53350 of the Act.

5. **Future Annexations.** Territory annexed to the CFD from the Future Annexation Area may be annexed into Improvement Area No. 1, may be annexed into an improvement area (herein, an "Improvement Area") subsequently designated, or may be annexed into a newly-designated Improvement Area (each, a "Future Improvement Area").

Parcels within the Future Annexation Area shall be annexed only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the

time that parcel or those parcels are annexed to the CFD, without any requirement for further public hearings or additional proceedings.

The designation of a parcel or parcels as a Future Improvement Area shall be specified and approved by the Unanimous Approval at the time that the parcel or parcels are annexed to the CFD. After the designation of a parcel or parcels as a Future Improvement Area, the establishment of an appropriations limit, the rate and method of apportionment and manner of collection of special taxes, and the authorization to incur bonded indebtedness may differ from other areas of the CFD, all as set forth in the Unanimous Approval, and shall apply only to the parcel or parcels within such Future Improvement Area, all without any requirement for further public hearings or additional proceedings.

6. Boundaries of CFD, Improvement Area No. 1 and Future Annexation Area. The boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area, as set forth in the map of the CFD heretofore recorded in the Placer County Recorder's Office on April 11, 2023 in Book 4 at Page 83, as Document No. 2023-0018570 of Maps of Assessment and Community Facilities Districts, are hereby approved, are incorporated herein by reference and shall be the boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area, respectively.

7. Description of Facilities and Services. The type of public facilities and services proposed to be financed by the CFD and each Improvement Area thereof pursuant to the Act shall consist of those items listed as facilities and services in Exhibit B hereto and by this reference incorporated herein (the "Facilities" and "Services"). The financing of the costs of Facilities may include, without limitation, the payment of principal of and interest on bonds together with all direct, indirect periodic, and/or other related costs (including, without limitation, costs of administering the CFD, levying the Special Tax and administering the bonds, and establishing and replenishing reserve funds).

The Services authorized are those in addition to those provided in the territory of the CFD and the Future Annexation Area as of the date hereof and will not supplant services already available within the territory of the CFD as of the date hereof and, as to annexed territory, will not supplant services already available within the territory of the territory annexed from the Future Annexation Area. The City intends to provide the Services on an equal basis within the original territory of the CFD and, when it has been annexed to the CFD, the territory within the Future Annexation Area.

Upon designation of a parcel or parcels as within a new Future Improvement Area, the Facilities financed by such area may include facilities which differ from other areas of the CFD as set forth in the Unanimous Approval, and shall be financed only by the parcel or parcels within such Future Improvement Area, without any requirement for further public hearings or additional proceedings. Bonds may be issued secured by special taxes of any single Improvement Area or any combination of Improvement Areas.

8. Special Tax.

a. Except to the extent that funds are otherwise available to pay for the Facilities and/or Services, to pay the principal and interest on bonds and other debt (as defined in the Act) of the CFD issued for any Improvement Area, to the repayment of funds advanced by the City for the CFD or any Improvement Area and including the repayment under any agreement (which shall not constitute a debt or liability of the City) of advances

of funds or reimbursement for the lesser of the value or cost of work in-kind provided by any person for any Improvement Area, a special tax (the respective “Facilities Special Tax” and “Maintenance Special Tax” and together, the “Special Tax”) sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property is intended to be levied annually and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this Council.

b. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within Improvement Area No. 1 of the CFD, in sufficient detail to allow each landowner within Improvement Area No. 1 of the CFD to estimate the maximum amount such owner will have to pay, is attached hereto as Exhibit A and is hereby incorporated herein (the “Rate and Method”).

c. The Special Tax shall be levied in the amount and for the duration set forth in the applicable Rate and Method. The Special Tax to finance the Facilities to be levied on any parcel used for private residential purposes in any Improvement Area shall not be levied beyond the period of time permitted in the Rate and Method, except that a Special Tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years. Under no circumstances shall the Special Tax levied against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within Improvement Area No. 1 of the CFD by more than 10 percent, in contravention of the Act, including Section 53321(d) of the Act.

For Future Improvement Areas, a different rate and method may be adopted than the Rate and Method adopted for Improvement Area No. 1 if the annexed territory is designated as a separate zone or improvement area. No supplements to the Rate and Method for any of the Future Improvement Areas and no new rate and method will cause the maximum tax rate in the then-existing territory of the CFD (including Improvement Area No. 1) to increase. The designation as an improvement area of any territory annexing to the CFD, the maximum amount of bonded indebtedness and other debt for such improvement area, the facilities to be financed, the rate and method of apportionment of special tax for such improvement area and the appropriations limit for such improvement area shall be identified and approved in the Unanimous Approval executed by the applicable property owner(s) in connection with each annexation to the CFD from the Future Annexation Area. The annexation and related matters described in the Unanimous Approval shall be implemented and completed without the need for City Council approval as long as the following conditions are met:

(i) The rate and method of apportionment of special tax for the new improvement area is prepared by a special tax consultant retained by the City.

(ii) The rate and method of apportionment of special tax for the new improvement area substantially complies with the City’s local goals and policies concerning the use of the Act.

(iii) The rate and method of apportionment of special tax for the new improvement area includes a mechanism that protects against revenue loss as a result of land use changes.

(iv) The Special Tax proposed to pay for the Facilities to be supplied within the territory annexed will be equal to the Special Taxes levied to pay for the same Facilities in previously-existing areas of the CFD and Improvement Area No. 1, except that (a) a higher Special Tax may be levied on territory annexing into the CFD to pay for the same Facilities to compensate for the interest and principal previously paid from Special Taxes in the original area of the CFD and Improvement Area No. 1, less any depreciation allocable to the financed Facilities, and (b) a higher Special Tax may be levied on territory annexing into the CFD to pay for new or additional Facilities, with or without bond financing.

No supplements or amendments to the Rate and Method established in connection with the annexation of territory to an Improvement Area shall cause the maximum tax rate in the then-existing territory of the CFD to increase.

d. As required by Section 53339.3(d) of the Act, the Council hereby determines that the Special Tax proposed to pay for one or more Facilities to be supplied within the Future Annexation Area will be equal to the Special Taxes levied to pay for the same Facilities in previously-existing areas of the CFD, except that (i) a higher Special Tax may be levied within any Improvement Area to pay for the same Facilities to compensate for the interest and principal previously paid from Special Taxes in any other Improvement Area, less any depreciation allocable to the financed Facilities and (ii) a higher Special Tax may be levied within any Improvement Area established from the Future Annexation Area to pay for new or additional Facilities, with or without bond financing.

As required by Section 53339.3(d) of the Act, the Council hereby further determines that the Special Tax proposed to pay for Services to be supplied within the Future Annexation Area shall be equal to any Special Tax levied to pay for the same Services in the in other areas of the CFD, except that a higher or lower tax may be levied within the Future Annexation Area to the extent that the actual cost of providing the Services in the Future Annexation Area is higher or lower than the cost of providing those Services in other areas of the CFD. In so finding, the Council does not intend to limit its ability to levy a Special Tax within the Future Annexation Area to provide new or additional services beyond those supplied within the existing CFD and the Improvement Areas.

9. **Increased Demands.** It is hereby found and determined that the Facilities and Services are necessary to meet increased demands placed upon local agencies as the result of development occurring in the CFD.

10. **Responsible Official.** The Assistant City Manager/Chief Financial Officer of the City of Roseville, 311 Vernon Street, Roseville, CA 95678, (916) 774-5313, is the officer of the City who will be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and who will be responsible for estimating future special tax levies pursuant to the Act.

11. **Tax Lien.** Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of California, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the City ceases.

Upon annexation into the CFD by Unanimous Approval, the Clerk shall record an amended notice of special tax lien pursuant to Section 3117.5 of the Streets & Highways Code, or a new notice of special tax lien pursuant to Section 3114.5, as appropriate.

12. **Appropriations Limit.** In accordance with the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the CFD is hereby preliminarily established at \$594,000,000; and said CFD appropriations limit shall be submitted to the voters of the CFD as hereafter provided. The proposition establishing said annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of the Act.

The designation as an improvement area of any territory annexing to the CFD, the rate and method of apportionment of special tax for such improvement area and the appropriations limit for such improvement area shall be identified and approved in the Unanimous Approval executed by property owners in connection with their annexation to the CFD.

13. Pursuant to Section 53314.9 of the Act, at any time either before or after the formation of the CFD, the legislative body may accept advances of funds or work in kind from any source, including, but not limited to, private persons or entities, and may provide, for the use of those funds or that work in kind for any authorized purpose, under all of the following conditions: (a) the proposal to repay the funds or the value or cost of the work in kind, whichever is less, is included in both the Resolution of Intention and in this Resolution pursuant to Section 53325.1; (b) any proposed Special Taxes are approved by the qualified electors of the CFD at the time of formation or annexation pursuant to the Act; and (c) any work in kind accepted pursuant to Section 53314.9 of the Act is performed or constructed as if the work had been performed or constructed under the direction and supervision, or under the authority of a local public agency. This Council finds that the City may accept advances of funds or work in kind if necessary, and may enter into an agreement (an "Acquisition Agreement"), by resolution, with the person or entity advancing the work in-kind, to reimburse the person or entity for the value, or cost, whichever is less, of the work in-kind, as determined by the City Council, with or without interest, under the conditions specified in the Act and an Acquisition Agreement. The City and the developer of the project intend to enter into an Acquisition Agreement.

14. **Election.** Pursuant to the provisions of the Act, the proposition of the levy of the special tax and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the CFD at an election. The time, place and conditions of the election shall be as specified by a separate resolution of this City Council.

15. **Effective Date.** This resolution shall take effect upon its adoption.

* * * * *

_____ The foregoing Resolution was adopted by the City Council of the City of Roseville on the
_____ day of _____, 2023, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ATTEST:

Mayor

City Clerk

EXHIBIT A

Improvement Area No. 1 of the
City of Roseville
Amoruso Ranch Community Facilities District No. 1

(Public Facilities)
Placer County, State of California

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in Improvement Area No. 1 of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" means the actual or reasonably estimated costs related to the administration of Improvement Area No. 1, including, but not limited to, these for Improvement Area No. 1:

- a. Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the City or any designee thereof or both).
- b. Costs of collecting the Special Taxes (whether by the County, the City, or otherwise).
- c. Costs of remitting the Special Taxes to the Trustee.
- d. Costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture.
- e. Costs to the City, CFD, or any designee thereof, of complying with arbitrage rebate requirements.

- f. Costs to the City, CFD, or any designee thereof, of complying with City, CFD, or Master Builder disclosure requirements.
- g. Costs associated with preparing Special Tax disclosure statements.
- h. Costs incurred in responding to public inquiries regarding the Special Taxes.
- i. Costs to the City, CFD, or designee thereof related to any appeal of the Special Taxes.
- j. Costs associated with the release of funds from an escrow account, if any.
- k. Costs to the City for the issuance of Bonds authorized by the CFD that are not recovered through the Bond sale proceeds.
- l. Amounts estimated to be advanced or already advanced by the City for any other administrative purposes, including attorney's fees and other costs related to collection of the Special Taxes and commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means a City official in the Finance Department, or their designee responsible for determining or overseeing the levy and collection of the Special Taxes.

"Affordable Housing Director" means, at any point in time, the person in the City who serves as head of the department that is in charge of the City's affordable housing program.

"Affordable Unit" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable. A Multifamily Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or his or her designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number, and in the case of Large Lot Parcels remaining before May 1 of the preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to Section 4.

"Annexation Parcels" means a Parcel or Parcels annexed to Improvement Area No. 1 of the CFD after formation. The Maximum Annual Special Tax will be assigned to Parcels in the annexation area using the provisions of Section 4.

"Annual Facilities Costs" means, for any Fiscal Year, the total of these for Improvement Area No. 1:

- a. Debt Service to be paid from Facilities Special Taxes.

- b. The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year.
- c. Administrative Expenses for such Fiscal Year.
- d. The amount needed to (1) cure any delinquencies in the payment of the Facilities Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Facilities Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.
- e. Authorized Pay-As-You-Go Costs so long as the inclusion of these costs does not increase the Special Tax levy on Undeveloped Property, Large Lot Parcels, Small Lot Tentative Map Parcel, or Final Use Small Lot Parcels.
- f. During the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.
- g. Less any available earnings on any reserve fund or Facilities Special Tax funds, available capitalized interest or any other available revenues of Improvement Area No. 1 or the City that may be used to fund Annual Facilities Costs.

"Annual Maintenance Costs" means, for any Fiscal Year, the total of these for Improvement Area No. 1:

- a. Authorized Services costs to be paid from Maintenance Special Taxes.
- b. Administrative Expenses for such Fiscal Year.
- c. The amount needed to (1) cure any delinquencies in the payment of the Maintenance Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Maintenance Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year.
- d. Less any available earnings on any reserve fund, Maintenance Special Tax funds or any other available revenues of Improvement Area No. 1 or the City that may be used to fund Annual Maintenance Costs.

"Anticipated Construction Proceeds" means the amount anticipated to be available through Improvement Area No. 1 for acquiring or constructing Authorized Facilities, which is equal to \$27.8 million at formation of Improvement Area No. 1 of the CFD. This amount is increased on July 1 of the current Fiscal Year for the prior calendar year by the average increase in the ENR-CCI.

"Assessor's Parcel" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"Assigned Maximum Annual Special Tax" means the maximum Facilities Special Tax or Maintenance Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses for Improvement Area No. 1 at the CFD formation, or at annexation, as shown in Attachment 1.

"Authorized Facilities" means those facilities and fees to be financed by the CFD (including Improvement Area No. 1), as identified in the resolution forming the CFD.

"Authorized Services" means those services authorized to be funded by the CFD (including Improvement Area No. 1), as defined in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2023, and ending June 30, 2024.

"Benefit Share" means the Maximum Annual Facilities Special Tax for a Parcel divided by the Maximum Annual Facilities Special Tax Revenue for all Taxable Parcels at their assigned Maximum Annual Facilities Special Tax.

"Bond(s)" means any bond(s) issued by the City for Improvement Area No. 1 under the Act secured by Special Taxes and any other debt, as defined in the Act, the City incurs that is secured by Special Taxes to further the CFD's purposes.

"Bond Indenture(s)" means the indenture(s), resolution(s), fiscal agent agreement(s), or other financing document(s) pursuant to which any Bonds are issued.

"Bond Share" means the share of Outstanding Bonds assigned to a Parcel as specified in Section 8 hereof.

"Building Permit" means a permit issued by the City for the construction of a Residential Use or Nonresidential Use structure.

"Business Professional" means a Parcel or Parcels zoned to provide for office uses and other uses that are related to and supportive of office uses.

"CFD" means the City of Roseville Amoroso Ranch Community Facilities District No. 1 (Public Facilities), Placer County, State of California, including all Improvement Areas therein.

"Chief Financial Officer" or "CFO" means the Chief Financial Officer of the City, or his/her designee.

"City" means the City of Roseville in Placer County, California.

"Council" means the City Council of the City acting for the CFD under the Act.

"County" means the County of Placer, California.

"Debt Service" means the total annual amount of Bond principal, interest, and the scheduled sinking fund payments of the Bonds in a calendar year.

"Deferral Bonding Period" means the period, for Improvement Area No. 1, after the Initial Bonding Period has ended and during which the City finances the Development Impact Fee Deferral.

"Developed Parcel" means, in any Fiscal Year:

- a. For Single-Family Parcels: All Parcels for which a Final Small Lot Subdivision Map was recorded before May 1 of the preceding Fiscal Year.
- b. For Multifamily Parcels: All Parcels for which a Building Permit for new construction of a Residential Use structure was issued before May 1 of the preceding Fiscal Year.
- c. For all Nonresidential Use Parcels: All Parcels for which a Building Permit for new construction of a Nonresidential Use structure was issued before May 1 of the preceding Fiscal Year.

Once a Parcel is defined as a Developed Parcel it shall remain as a Developed Parcel.

"Development Agreement" means the Development Agreement By and Between the City of Roseville and Brookfield Sunset, LLC, Brookfield Sacramento Holdings, LLC, and Angela Eisenpress relative to the Amoroso Ranch Specific Plan dated May 11, 2022, or as may be amended from time to time.

"Development Impact Fee Deferral" means the deferred payment of development impact fees due to the City or the South Placer Regional Transportation Authority (SPRTA) for Developed Parcels, using the approach and amounts identified in the Development Agreement, which may be amended from time to time.

"Development Plan" means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, acreage, square footage, or number of Units that are approved to be developed on Single-Family Parcels, Multifamily Parcels, and Nonresidential Parcels.

"ENR-CCI" means the Engineering News Record—Construction Cost Index for San Francisco in the prior calendar year, as determined on July 1 of the current Fiscal Year.

"Expected Land Use(s)" means, for Improvement Area No. 1, the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in Attachment 3 of this RMA, or as to Annexation Parcels, the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at the time of annexation as identified in a subsequent attachment to RMA.

"Facilities Special Tax" means the Special Tax authorized to be levied in Improvement Area No. 1 to fund Annual Facilities Cost. Facilities Special Taxes are shown in

Attachments 2 and 3, or as to Annexation Parcels, as shown in a subsequent attachment to the RMA.

"Final Use Small Lot Parcel" means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

"Final Small Lot Subdivision Map" means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

"First Bond Sale" means issuance of the first series of Bonds secured, in whole or in part, by Facilities Special Taxes levied and collected from Parcels in Improvement Area No. 1.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"Full Prepayment" means the fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in Section 8.

"High Density Residential" means, per the Amoruso Ranch Specific Plan, a land use designation that primarily accommodates attached housing, but depending on the unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium design apartments/condominiums.

"Improvement Area No. 1" means the area designated as such on Map 1.

"Initial Bonding Period" means, for Improvement Area No. 1, the period in which Bonds are outstanding, whether issued in a single or multiple series, which financed Authorized Facilities costs or refunded prior Bonds other than the Development Impact Fee Deferral.

"Large Lot Parcel" means a Parcel created by a Large Lot Subdivision Map.

"Large Lot Subdivision Map" means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Final Use Small Lot Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

"Low Density Residential" means, per the Amoruso Ranch Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard, alley-loaded, or clustered, single-family detached units.

"Maintenance Special Tax" means the Special Tax authorized to fund Annual Maintenance Costs. The Maintenance Special Tax will be levied and collected beginning with the Transition Year. Maintenance Special Taxes are shown in Attachment 4.

"Market-Rate Unit" means a Unit that is not an Affordable Unit.

"Master Builder" means Brookfield Sacramento Holdings LLC and its successors and assigns.

"Maximum Annual Special Tax" means the greatest amount of Facilities Special Tax or Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in Attachments 2, 3, and 4.

"Maximum Annual Facilities Special Tax" means the greatest amount of Facilities Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in Attachments 2, 3, or 4.

"Maximum Annual Maintenance Special Tax" means the greatest amount of Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in Attachments 2, 3, or 4.

"Maximum Annual Special Tax Rate" means the maximum rate of Facilities Special Tax or Maintenance Special Tax charged per Unit or per Taxable Acre each Fiscal Year, as shown in Attachments 2, 3, and 4, as subsequently escalated by the Tax Escalation Factor.

"Maximum Annual Facilities Special Tax Revenue" means the greatest amount of Facilities Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Facilities Special Tax.

"Maximum Annual Maintenance Special Tax Revenue" means the greatest amount of Maintenance Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Maintenance Special Tax.

"Maximum Annual CFD Special Tax Revenue" means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

"Medium Density Residential" means, per the Amoruso Ranch Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium Density Residential areas.

"Mixed Use Parcel" means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

"Multifamily For-Rent" or "Multifamily For-Rent Parcel" means any Parcel designated or developed for more than one residential dwelling Unit per Parcel and where such units are initially offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High Density Residential. Each residential dwelling Unit within Multifamily For-Rent or Multifamily For-Rent Parcels is not expected to have its own distinct Assessor's Parcel Number.

"Multifamily For-Sale" or "Multifamily For-Sale Parcel" means any Parcel designated or developed for more than one residential dwelling Unit within a single building or structure and that may share at least one common wall where such units are not initially

offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor's Parcel Number as is the case in residential condominium projects. Once designated as Multifamily For-Sale or Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

"Nonresidential Use" means a Taxable Parcel zoned for land uses other than Residential Uses which may include Business Professional, Community Commercial and Mixed Use.

"Original Parcel" means a Taxable Parcel in Improvement Area No. 1 identified in Attachment 1 at formation of the CFD.

"Outstanding Bonds" means the total principal amount of Bonds that have been issued and not fully repaid or legally defeased.

"Parcel" means any Assessor's Parcel in Improvement Area No. 1 based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

"Partial Prepayment" means the partial fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in Section 8.

"Pay-As-You-Go Costs" means that portion of costs of acquisition, construction, and improvement of Authorized Facilities not financed by Bonds that are eligible for funding from the Facilities Special Tax.

"Prepayment" means the Full Prepayment or Partial Prepayment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in Section 8.

"Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Large Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Large Lot Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

"Public Parcel" means any Parcel that is or is intended to be publicly owned, as designated in any final map, that is normally exempt from the levy of general ad valorem property taxes under California law, including, but not limited to, public streets, schools, parks, and public drainageways, landscaping, wetlands, greenbelts, and open space.

"Remainder Parcel" means a portion of a unit of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a) (Remainder Parcel). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder

Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of Sections 4 through 6.

"Remaining Facilities Costs" means the amount of Anticipated Construction Proceeds less construction proceeds from previous Bond issuances and less costs of Authorized Facilities funded on a Pay-As-You-Go Basis from the levy of the Special Tax.

"Remaining Facilities Cost Share" means the Remaining Facilities Costs multiplied by the Benefit Share.

"Residential Use" means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium Density Residential or High Density Residential.

"RMA" means this Rate and Method of Apportionment, and Manner of Collection of Special Tax, as it may be amended from time to time in connection with Annexation Parcels or otherwise.

"Single-Family Parcel" means, in any Fiscal Year, all Parcels in Improvement Area No. 1 for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

"Small Lot Tentative Map" means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. The Small Lot Tentative Map designation for this RMA is in reference only to the areas shown on the map on which Low-Density Residential and Medium-Density Residential uses would be permitted. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder's Office to create legal lots.

"Small Lot Tentative Map Parcel" means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year that are planned for Low-Density Residential and Medium-Density Residential and which have not yet become a Developed Parcel.

"Special Tax(es)" mean(s) any tax levy under the Act in Improvement Area No. 1.

"Subdivision" or "Subdivided" means a division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

"Successor Parcel" means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

"Tax Category" means the categories of taxable land uses shown in Attachments 2, 3, and 4.

"Tax Collection Schedule" means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

"Tax Escalation Factor" means a factor of 2 percent by which the Maximum Annual Facilities Special Tax, Maximum Annual Maintenance Special Tax and related Maximum Annual Special Tax Rates shall be increased annually until the Transition Event. In the Fiscal Year following the Transition Event, the Maximum Annual Maintenance Special Tax may be increased up to 2 percent annually at the City's discretion. The Administrator should refer to Section 4a for application of the Tax Escalation Factor.

"Taxable Acreage" means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to Attachment 1, contains both taxable uses and tax-exempt uses.

"Taxable Parcel" means any Parcel that is not a Tax-Exempt Parcel.

"Tax-Exempt Parcel" means a Parcel not subject to the Annual Special Tax. Tax-Exempt Parcels include (a) Public Parcels, and (b) Parcels owned by the City, school districts, special districts, or the state or federal government. A Taxable Parcel that is acquired by a public agency shall remain a Taxable Parcel as per the provisions of Section 4.i.

Certain privately-owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowner's associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

"Transition Event" means for Improvement Area No. 1, the earlier of (a) after the Initial Bonding period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral, including any Debt Service and Administrative Expenses associated with any Bonds issued to satisfy Development Impact Fee Deferrals, and any eligible Pay-As-You-Go Costs have been repaid in full to the City and City determines funding is no longer needed for Annual Facilities Costs, or (b) Fiscal Year 2088-89.

"Transition Year" means, for Improvement Area No. 1, the first Fiscal Year following the Fiscal Year in which the Transition Event occurred.

"Trustee" means a national banking association organized and existing under the laws of the United States acting as a trustee or fiscal agent for Bonds.

"Undeveloped Parcel" means a Taxable Parcel that is not a Developed Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"Unit" means, for a Single-Family Parcel, the individual residential unit on such Parcel, or for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential unit in a multifamily building.

3. Duration of the Special Tax

The Facilities Special Tax will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2088-89. The Maintenance Special Tax will be levied and collected beginning in the Transition Year. The Maintenance Special Tax will thereafter be collected in perpetuity.

4. Administrative Tasks for the Facilities Special Tax

The provisions of Section 4 shall apply to Improvement Area No. 1:

- a. Annual Special Tax Escalation. Until the Fiscal Year following the Transition Event, the Administrator shall increase the Maximum Annual Facilities Special Tax, the Maximum Annual Maintenance Special Tax and Maximum Annual Special Tax Rates by the Tax Escalation Factor in all Fiscal Years following the Base Year. In the Transition Year and thereafter, the City, in its sole discretion, may determine whether to apply the Tax Escalation Factor to the Maximum Annual Maintenance Special Tax in any Fiscal Year.
- b. Assignment of the Maximum Annual Facilities Special Tax to Original Parcels. Attachment 3 identifies the Assigned Maximum Annual Facilities Special Tax for each Original Parcel included in Improvement Area No. 1, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Facilities Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Facilities Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Facilities Special Tax shall equal the sum of the Assigned Maximum Annual Facilities Special Tax for all Large Lot Parcels in that Assessor's Parcel.
- c. Assignment of the Maximum Annual Facilities Special Tax to Annexation Parcels. Upon annexation of property to Improvement Area No. 1, Parcels will be assigned Maximum Annual Facilities Special Taxes using Attachments 2, 3, and 4. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Facilities Special Tax to Successor Parcels described in Section 4.d. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to Improvement Area No. 1, but otherwise shall not be required to pay any other charge, fee or catch-up special tax in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.
- d. Assignment of the Maximum Annual Facilities Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Facilities Special Tax to new Successor Parcels. As a result of each assignment of the Maximum Annual Facilities Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Facilities Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be

greater, than the Assigned Maximum Annual Facilities Special Tax for that Original Parcel or Successor Parcel.

1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum Annual CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Facilities Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Facilities Special Tax to Single-Family Parcels. All references to Maximum Annual Facilities Special Taxes in the attachments are subject to application by the Tax Escalation Factor by the Administrator:
 - A. Multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from Attachment 2 by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.
 - B. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.1.d.A above to each Single-Family Parcel created by the Subdivision.
 - C. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in Attachment 2 to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
 - D. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided and if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Assigned Maximum Annual Facilities Special Tax is apportioned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:
- A. Apportion the Assigned Maximum Annual Facilities Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.
 - B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from Attachment 2 by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.
 - C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.d.2.B above to each Single-Family Parcel created by the Subdivision.
 - D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in Attachment 2 to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
 - E. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels and if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum

Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

- F. For the Remainder Parcel or Parcels, identify the Maximum Annual Facilities Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by the Subdivision, including Single-Family Parcels with Affordable Units. Subtract the sum of the Maximum Annual Facilities Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Facilities Special Tax assigned to the Remainder Parcel or Parcels in Step 4.d.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.d.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of Sections 4 through 6.

3. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:
 - A. Identify the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.
 - B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Facilities Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Category. For each Taxable Parcel created by Subdivision that includes Affordable Units, multiply the number of Affordable Units by the Tax per Unit for such Affordable Units.
 - C. Sum the Maximum Annual Facilities Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.
 - D. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being subdivided is greater

than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit or per Acre for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.

4. If Multifamily Residential Units are Constructed on an Original or Successor Parcel: If a Building Permit for Multifamily Residential—For Rent uses is issued for an Original or Successor Parcel, identify the Maximum Annual Facilities Special Tax for the Taxable Parcel in Attachment 3. Assign this amount as the Maximum Annual Facilities Special Tax for the Parcel.

If a Building Permit for Multifamily Residential—For Sale uses is issued for an Original or Successor Parcel, use the following procedure to assign the Maximum Annual Facilities Special Tax to Successor Parcels.

- A. Multiply the Maximum Annual Facilities Special Tax per Unit for High Density Residential Units from Attachment 2 by the number of High Density Residential Units (excluding Affordable Units) created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Units created by the Building Permit.
 - B. Multiply the Maximum Annual Facilities Special Tax per Unit High Density Residential Affordable Units from Attachment 2 by the number of High Density Residential Affordable Units created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Affordable Units created by the Building Permit.
 - C. Sum the results from Section 4.d.4.A and Section 4.d.4.B. and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel with the issued Building Permit. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.
 - D. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to the Building Permit is greater than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.
- e. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of

the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Facilities Special Tax per Unit based on their Tax Category as shown in Attachment 2, as adjusted by the Tax Escalation Factor so long as the Special Tax does not decrease on such a Unit.

- f. Transfer of the Assigned Maximum Annual Facilities Special Tax from One Large Lot Parcel to Another. The Maximum Annual Facilities Special Taxes shown in Attachment 3 were determined based on the Expected Land Uses for each Large Lot Parcel shown in Attachment 1. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording a Final Small Lot Subdivision Map in any portion of the Large Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Facilities Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the CFO, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to Attachments 2, 3, or 4 of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to effect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and Attachments 2, 3, or 4. Before the transfer, the City may require a deposit from the requesting property owner for such costs.
- g. Reduction of the Maximum Annual Facilities Special Tax Prior to First Bond Sale. At the request of the Master Builder, the Maximum Annual Special Taxes set forth in Attachments 2, 3 and 4 may be reduced for a given Tax Category, once, prior to the First Bond Sale. The reduction in this paragraph (g) may occur in a single Tax Category or multiple Tax Categories, and there shall be no requirement that the reduction in one Tax Category be proportionate to the reduction in another Tax Category. Such reduction shall be made without a vote of the qualified electors within the CFD following discussion with the Master Builder and the City. Any such reduction shall occur at least 30 days prior to the First Bond Sale. The Special Tax reductions permitted pursuant to this paragraph shall be reflected in an Amended Notice of Special Tax Lien, which the Administrator shall cause to be recorded.
- h. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Facilities Special Tax. The Maximum Annual Facilities Special Tax for the newly Taxable Parcel will be determined using the provisions of Sections 4 and 5 of the RMA.
- i. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Facilities Special Tax from the previously Taxable Parcel is transferred to the new

Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

5. Administrative Tasks for the Maintenance Special Tax

This section discusses the administrative tasks for the Maintenance Special Tax, which shall be applicable after the Transition Event.

The provisions of Section 5 shall apply to Improvement Area No. 1. as set forth below:

- a. Assignment of the Maximum Annual Maintenance Special Tax to Developed Parcels.
In the Fiscal Year following the Transition Event, the Administrator shall assign the Maximum Annual Maintenance Special Tax to all Developed Parcels using the Maximum Annual Special Tax Rates for the Maintenance Special Tax by Tax Category shown in Attachment 4, as adjusted by the Tax Escalation Factor.
- b. Assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels.
After the Transition Event, if Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the steps in Section 4.d to assign the Maximum Annual Maintenance Special Tax to new Successor Parcels. *When applying Section 4.d after the Transition Event, the Administrator shall substitute Maintenance Special Tax for Facilities Special Tax and shall substitute Maximum Annual Maintenance Special Tax for Maximum Annual Facilities Special Tax.*
- c. Assignment of the Maximum Annual Maintenance Special Tax to Annexation Parcels.
If Parcels are annexed to Improvement Area No. 1 after formation, the Maximum Annual Maintenance Special Tax shall be assigned to these Annexation Parcels using the definitions in Section 2 and the Maximum Annual Maintenance Special Tax per Unit or Acre shown in Attachment 4 as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Maintenance Special Taxes. Attachment 1 may be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable tax rates. If new Maximum Annual Maintenance Special Taxes are created, Attachment 4 should be amended to reflect the Maximum Annual Maintenance Special Taxes for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels described in this section. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to Improvement Area No. 1, but otherwise shall not be required to pay any other charge, fee or catch-up special tax in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.

- d. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Maintenance Special Tax per Unit based on their Tax Category as shown in Attachment 4, as adjusted by the Tax Escalation Factor.
- e. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Maintenance Special Tax. The Maximum Annual Maintenance Special Tax for the newly Taxable Parcel will be determined using the provisions of Sections 5 and 6 of the RMA.
- f. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Maintenance Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

6. Assignment of the Maximum Annual Special Tax

The Administrator shall assign the Maximum Annual Special Tax using the procedures identified below:

- a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in Section 2, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:
 - 1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
 - 2. Each Parcel to be classified as a Developed Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
- b. Assignment of the Maximum Annual Facilities Special Tax to Taxable Parcels. The Maximum Annual Facilities Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in Section 4.

- c. Assignment of the Maximum Annual Maintenance Special Tax to Taxable Parcels. In the Fiscal Year following the Transition Event, the Maximum Annual Maintenance Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in Sections 4 and 5.

7. Calculating Annual Special Taxes

This section discusses the levy of the Facilities Special Tax and the Maintenance Special Tax. Collectively, these Special Taxes are included in the discussion of the assignment of the Maximum Annual Special Taxes. For the period following CFD formation until the Fiscal Year in which the Transition Event occurs, the Maximum Annual Special Tax shall refer to the Facilities Special Tax. Beginning with the Transition Year, the Maximum Annual Special Tax shall refer to the Maintenance Special Tax.

The Administrator will compute the Annual Facilities Costs or Annual Maintenance Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in Sections 4, 5, and 6. The Administrator then will determine the tax levy for each Taxable Parcel using the following process.

Facilities Special Tax Levy

- a. Compute the Annual Facilities Costs using the definition of Annual Facilities Costs in Section 2.
- b. For all Taxable Parcels, calculate the Facilities Special Tax levy for each using the following steps:

Step 7.b.1. The Facilities Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Facilities Cost or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Developed Parcels, whichever is less.

Step 7.b.2. If additional revenue is needed after *Step 7.b.1.*, the Facilities Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed in *Step 7.b.1.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Small Lot Tentative Map Parcels. As necessary, the Facilities Special Tax shall be levied on Small Lot Tentative Map Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.3. If additional revenue is needed after *Step 7.b.2.*, the Facilities Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed through *Step 7.b.2.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Large Lot Parcels. As necessary, the

Facilities Special Tax shall be levied on Large Lot Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

- Step 7.b.4. If additional revenue is needed after *Step 7.b.3.*, the Facilities Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amounts computed through *Step 7.b.3.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Undeveloped Parcels. As necessary, the Facilities Special Tax shall be levied on Undeveloped Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Maintenance Special Tax Levy

- c. Beginning in the Transition Year, compute the Annual Maintenance Cost using the definition of Annual Maintenance Costs in Section 2.
- d. For all Taxable Parcels, calculate the Maintenance Special Tax levy for each using the following steps:

Step 7.d.1. The Maintenance Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Maintenance Cost or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Developed Parcels, whichever is less.

Step 7.d.2. If additional revenue is needed after *Step 7.d.1.*, the Maintenance Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed in *Step 7.d.1.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Small Lot Tentative Map Parcels.

Step 7.d.3. If additional revenue is needed after *Step 7.d.2.*, the Maintenance Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed through *Step 7.d.2.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Large Lot Parcels.

Step 7.d.4. If additional revenue is needed after *Step 7.d.3.*, the Maintenance Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amounts computed through *Step 7.d.3.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Undeveloped Parcels.

- e. Levy on each Taxable Parcel the amount calculated above.
- f. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to Section 10, send it to the County Auditor requesting

that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will be sent no later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to identify any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

8. Prepayment of the Facilities Special Tax Obligation

Calculations of a Prepayment shall reflect the Improvement Area within which the Parcel seeking to prepay resides. A property owner may at any time prepay either 25 percent or 50 percent of the Full Prepayment, except that the City may allow a partial prepayment of any percentage up to 50 percent of the Full Prepayment to be made as a “buy down” of the rate for purposes of marketing the property by a builder or developer of land to be sold for Residential Use. In the event such a builder or developer has prepaid a portion of the Facilities Special Tax, the allowable 25 percent or 50 percent partial prepayment of the Facilities Special Tax that can be made by a subsequent owner shall be reduced by the amount so prepaid by the builder or developer. Full Prepayment is permitted only for Nonresidential Use Parcels; Full Prepayment is not allowable for Residential Use Parcels.

Prepayments must be made in sufficient time to, in the City’s opinion, have the Prepayment reflected in the following Fiscal Year’s Special Tax levy.

Prepayment is permitted only under the following additional conditions:

- The landowner prepaying the Facilities Special Tax on a Parcel has paid any delinquent Facilities Special Tax and penalties on that Parcel at or before or at the time of Prepayment.
- Following Prepayment, amounts in any debt service reserve fund are equal to or greater than the reserve fund requirement.
- The City determines that the Prepayment will not jeopardize its ability to make timely payments of Debt Service and maintain a 110 percent annual Debt Service coverage based on Maximum Annual Special Tax Revenues in all years in which issued Bonds will be outstanding.
- The portion of the Prepayment for the Development Impact Fee Deferral shall only be used to pay for the Development Impact Fee Deferral whether it was or is to be funded through annual special tax payments or through bonded indebtedness.

When permitted, the Administrator shall calculate Prepayments using the following steps:

- a. The Full Prepayment amount shall be established by following the steps below:

Step 8.a.1: Determine the percentage of the Maximum Facilities Special Tax for the Taxable Parcel for which the Facilities Special Tax is to be prepaid using

the provisions of Sections 4, 5, and 6. If the Parcel is not designated as a Developed Parcel, determine the applicable Facilities Special Tax for the Parcel assuming it is a Developed Parcel.

Step 8.a.2: Increase the Maximum Facilities Special Tax by 2 percent per annum for the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax as a Developed Parcel, or (ii) the end of the then-remaining Initial Bonding Period.

Step 8.a.3: Using a discounted rate equal to the most current yield for the 30-Year Treasury Constant Maturity, calculate the net present value of the revenue stream determined *Step 8.a.2*. If this yield is no longer available, the Administrator will select a yield rate from the most comparable type of security.

Step 8.a.4: Calculate this Parcel's Maximum Annual Facilities Special Tax as a percentage of the Maximum Annual Facilities Special Tax Revenue, assuming all Taxable Parcels are Developed Parcels to determine the Benefit Share for the prepaying Parcel. Multiply the Benefit Share by the Outstanding Bonds to determine the Bond Share for the prepaying Parcel. Multiply the Benefit Share by the Remaining Facilities Costs, as increased by ENR-CCI from the Base Year, to determine the Remaining Facilities Cost Share for the prepaying Parcel. Add the Bond Share to Remaining Facilities Cost Share for the prepaying Parcel.

Step 8.a.5: Use the greater of the amounts determined in Step 8.a.3 or Step 8.a.4 for the following calculations.

Step 8.a.6: Add to the amount from in *Step 8.a.5* interest on the Bonds being redeemed to the next redemption date.

Step 8.a.7: Add to the amount calculated in *Step 8.a.6* a redemption premium on the Bonds being redeemed (if any) as identified in the Bond Indenture(s).

Step 8.a.8: Add to the amount calculated in *Step 8.a.7* the Development Impact Fee Deferral amount applicable to the Parcel, as adjusted for inflation. If Bonds have been issued to finance the Development Impact Fee Deferral, follow *Steps 8.a.2* and *8.a.3*, using for *Step 8.a.2* the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax during the Deferral Bonding Period, or (ii) the end of the then-remaining Deferral Bonding Period.

Step 8.a.9: Add the administrative cost of processing the Prepayment to the amount calculated in *Step 8.a.8*.

Step 8.a.10: The amount in *Step 8.a.9* is the amount of the Full Prepayment of the Maximum Annual Special Tax for the Taxable Parcel.

b. Partial Prepayments will be calculated as described below:

The amount of any Partial Prepayment is limited to a maximum of 50 percent of the Full Prepayment amount determined in Step 8. a.10. When a Partial Prepayment is made, the full amount of Administrative fees and expenses determined in Step 8.a.7 shall be included in the Partial Prepayment calculation. The Facilities Special Tax that can be levied on a Parcel after a Partial Prepayment is made is equal to the Maximum Facilities Special Tax multiplied by one minus the percentage that has been prepaid.

9. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the CFO appealing the levy of the Special Tax. The CFO then will promptly review the appeal and, if necessary, will meet with the applicant. If the CFO verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the CFO may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in Improvement Area No. 1 that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in Improvement Area No. 1, provided such amendment is only applicable to such owner's land and does not reduce the total Maximum Annual CFD Special Tax Revenue.

10. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

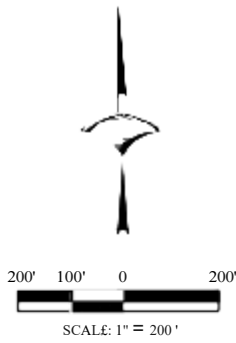
IDENTIFICATION OF LARGE LOTS

AMORUSO RANCH - CFD #1

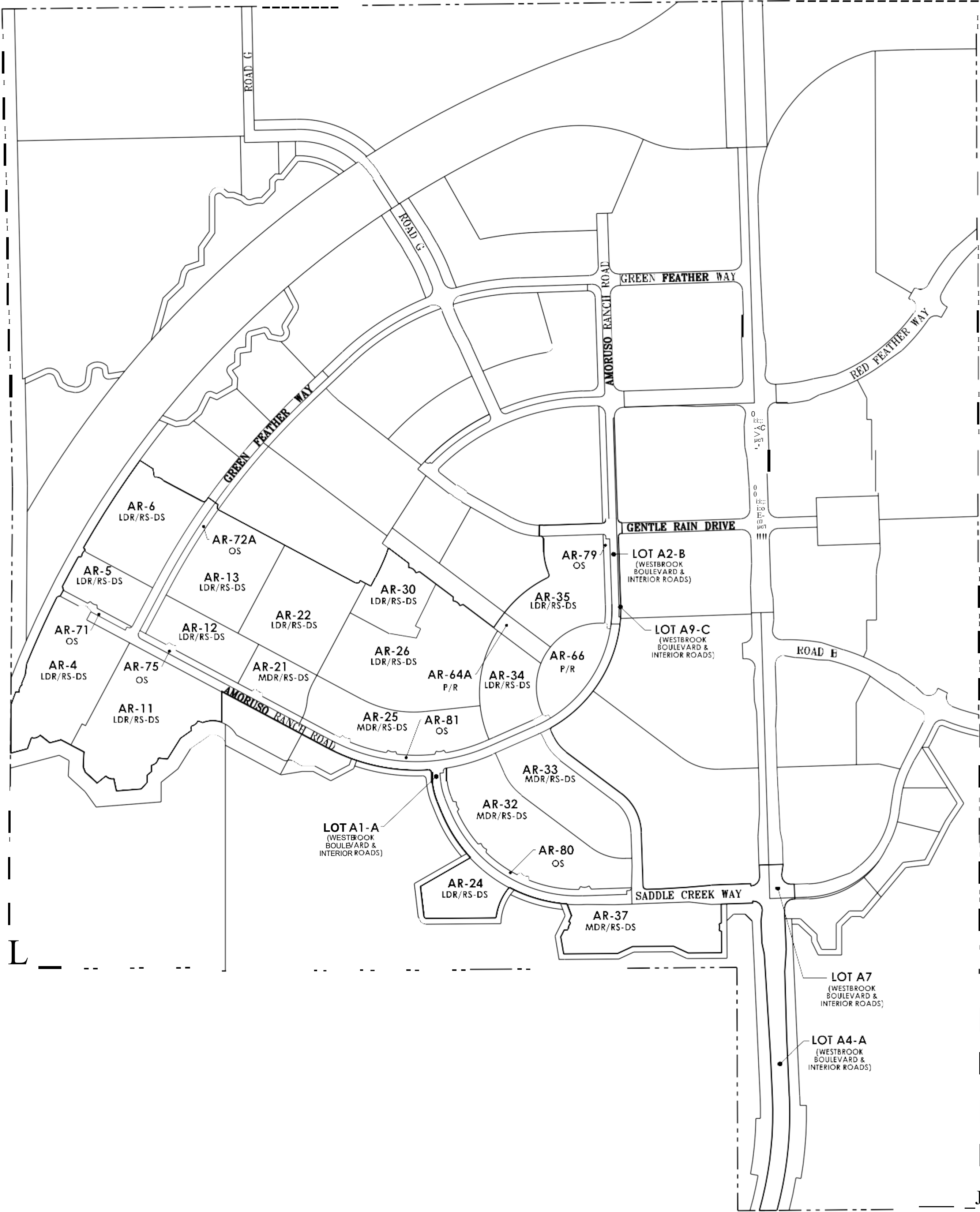
BROOKFIELD RESIDENTIAL

ROSEVILLE CALIFORNIA

MARCH 8, 2028
REVISED: MARCH 18, 2028



Lot ID	Land Use	Area (AC)	Units
AR-4	LDR	7.21	31
AR-5	LDR	2.39	10
AR-6	LDR	5.37	25
AR-11	LDR	8.24	38
AR-12	LDR	3.13	16
AR-13	LDR	5.37	30
AR-21	MDR	2.05	15
AR-22	LDR	6.04	32
AR-24	LDR	2.50	12
AR-25	MDR	5.29	38
AR-26	LDR	9.29	48
AR-30	LDR	2.86	13
AR-32	MDR	7.78	58
AR-33	MDR	5.14	42
AR-34	LDR	3.21	14
AR-35	LDR	4.82	20
AR-37	MDR	4.96	39
AR-64A	P/R	0.74	0
AR-71	OS	0.33	0
AR-72A	OS	0.64	0
AR-75	OS	0.84	0
AR-79	OS	0.39	0
AR-80	OS	1.16	0
AR-81	OS	1.19	0
LOT A1-A	RW	6.30	0
LOT A2-B	RW	1.07	0
LOT A4-A	RW	7.00	0
LOT A7	RW	0.41	0
LOT A9-C	RW	0.13	0



Attachment 2
Amoruso Ranch CFD No. 1 (Public Infrastructure)
Maximum Annual Facilities Special Taxes by Tax Category
for the Base Year of FY 2023-24 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Facilities Special Tax per Unit/Taxable Acre	
	Before Transition Event [1]	After Transition Event
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR)	\$4,300.00	\$0.00
Large Lots AR-4, AR-5, AR-6, AR-11, AR-34, AR-35		
Low Density Residential (LDR)	\$3,600.00	\$0.00
Large Lots AR-12, AR-13, AR-22, AR-24, AR-26, AR-30		
Medium Density Residential (MDR)	\$3,000.00	\$0.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$0.00	\$0.00
High Density Residential (HDR) For-Rent [2]	\$0.00	\$0.00
Affordable Medium Density Residential	\$1,500.00	\$0.00
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	<u>per Taxable Acre</u>
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$27,772.37	\$0.00

att2

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Attachment 3

Amoruso Ranch CFD No. 1 (Public Infrastructure)

Assigned Maximum Annual Facilities Special Taxes for Original Parcels for the Base Year of FY 2023-24 (Improvement Area No. 1)

Large Lot Number [1]	Original Parcel(s)	Tax Category	<u>Expected Land Uses</u>		Planned Units per Acre	Assigned Maximum Annual Facilities Special Tax per Unit	Assigned	Assigned
			Acres	Planned Units			Maximum Annual Facilities Special Tax per Taxable Acre	Maximum Facilities Special Tax per Village
Improvement Area No. 1							[2] [3]	[2] [3]
Phase 1 (Sub-phase 1A)								[2] [3]
AR-4	017-480-001-000	LDR	7.21	31	4.30	\$4,300	\$0	\$133,300
AR-5	017-480-003-000	LDR	2.39	10	4.18	\$4,300	\$0	\$43,000
AR-6	017-480-004-000	LDR	5.37	25	4.66	\$4,300	\$0	\$107,500
AR-11	017-480-023-000	LDR	8.24	38	4.61	\$4,300	\$0	\$163,400
AR-12	017-480-007-000	LDR	3.13	16	5.11	\$3,600	\$0	\$57,600
AR-13	017-480-006-000	LDR	5.39	30	5.57	\$3,600	\$0	\$108,000
AR-21	017-480-009-000	MDR	2.05	15	7.32	\$3,000	\$0	\$45,000
AR-22	017-480-010-000	LDR	6.05	32	5.29	\$3,600	\$0	\$115,200
AR-24	017-480-030-000	LDR	2.50	12	4.80	\$3,600	\$0	\$43,200
AR-25	017-480-011-000	MDR	5.29	38	7.18	\$3,000	\$0	\$114,000
AR-26	017-480-012-000	LDR	9.26	48	5.18	\$3,600	\$0	\$172,800
AR-30	017-480-013-000	LDR	2.89	13	4.50	\$3,600	\$0	\$46,800
AR-32	017-480-046-000	MDR	7.78	58	7.46	\$3,000	\$0	\$174,000
AR-33	017-480-045-000	MDR	5.14	42	8.17	\$3,000	\$0	\$126,000
AR-34	017-480-021-000	LDR	3.21	14	4.36	\$4,300	\$0	\$60,200
AR-35	017-480-019-000	LDR	4.82	20	4.15	\$4,300	\$0	\$86,000
AR-37	017-480-031-000	MDR	4.96	39	7.86	\$3,000	\$0	\$117,000
AR-64A	Por. 017-480-014-000	Park	0.74	n/a	n/a	\$0	\$0	\$0
AR-71	017-480-002-000	OS/(Paseos)	0.33	n/a	n/a	\$0	\$0	\$0
AR-72A	Por. 017-480-048-000	OS/(Paseos)	0.64	n/a	n/a	\$0	\$0	\$0
AR-75	017-480-008-000	OS/(Paseos)	0.84	n/a	n/a	\$0	\$0	\$0
AR-79	017-480-018-000	OS/(Paseos)	0.39	n/a	n/a	\$0	\$0	\$0
AR-80	017-480-047-000	OS/(Paseos)	1.16	n/a	n/a	\$0	\$0	\$0
AR-81	017-480-022-000	OS/(Paseos)	1.19	n/a	n/a	\$0	\$0	\$0
A1-A	0	ROW	6.30	n/a	n/a	\$0	\$0	\$0
A2-B	0	ROW	1.07	n/a	n/a	\$0	\$0	\$0
A4-A	0	ROW	7.00	n/a	n/a	\$0	\$0	\$0
A-7	0	ROW	0.41	n/a	n/a	\$0	\$0	\$0
A9-C	0	ROW	0.13	n/a	n/a	\$0	\$0	\$0
Totals			105.88	481				\$1,713,000

att3

[1] Indicates village identifier assigned by City in the Amoruso Ranch Specific Plan.

[2] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[3] If amended to include Annexation Parcels, the Maximum Annual Special Tax for Annexation Parcels would also be subject to the Tax Escalation Factor.

Attachment 4
Amoruso Ranch CFD No. 1 (Public Infrastructure)
(Improvement Area No. 1)
Maximum Annual Maintenance Special Taxes by Tax Category
for the Base Year of FY 2023-24 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Maintenance Special Tax per Unit/Taxable Acre	
	Before Transition Event [1]	After Transition Event [1]
Residential Uses	<i><u>per Unit</u></i>	<i><u>per Unit</u></i>
Low Density Residential (LDR) Large Lots AR-4, AR-5, AR-6, AR-11, AR-34, AR-35	\$0.00	\$2,150.00
Low Density Residential (LDR) Large Lots AR-12, AR-13, AR-22, AR-24, AR-26, AR-30	\$0.00	\$1,800.00
Medium Density Residential (MDR)	\$0.00	\$1,500.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$0.00	\$0.00
High Density Residential (HDR) For-Rent [2]	\$0.00	\$0.00
Affordable Medium Density Residential	\$0.00	\$750.00
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<i><u>per Taxable Acre</u></i>	
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$0.00	\$0.00

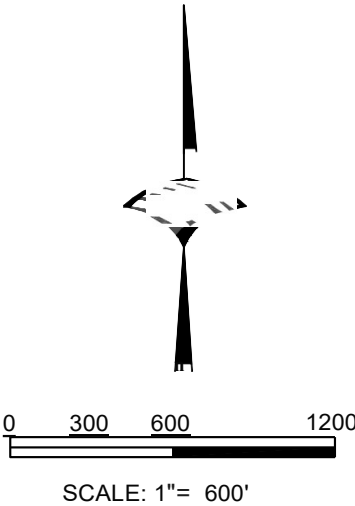
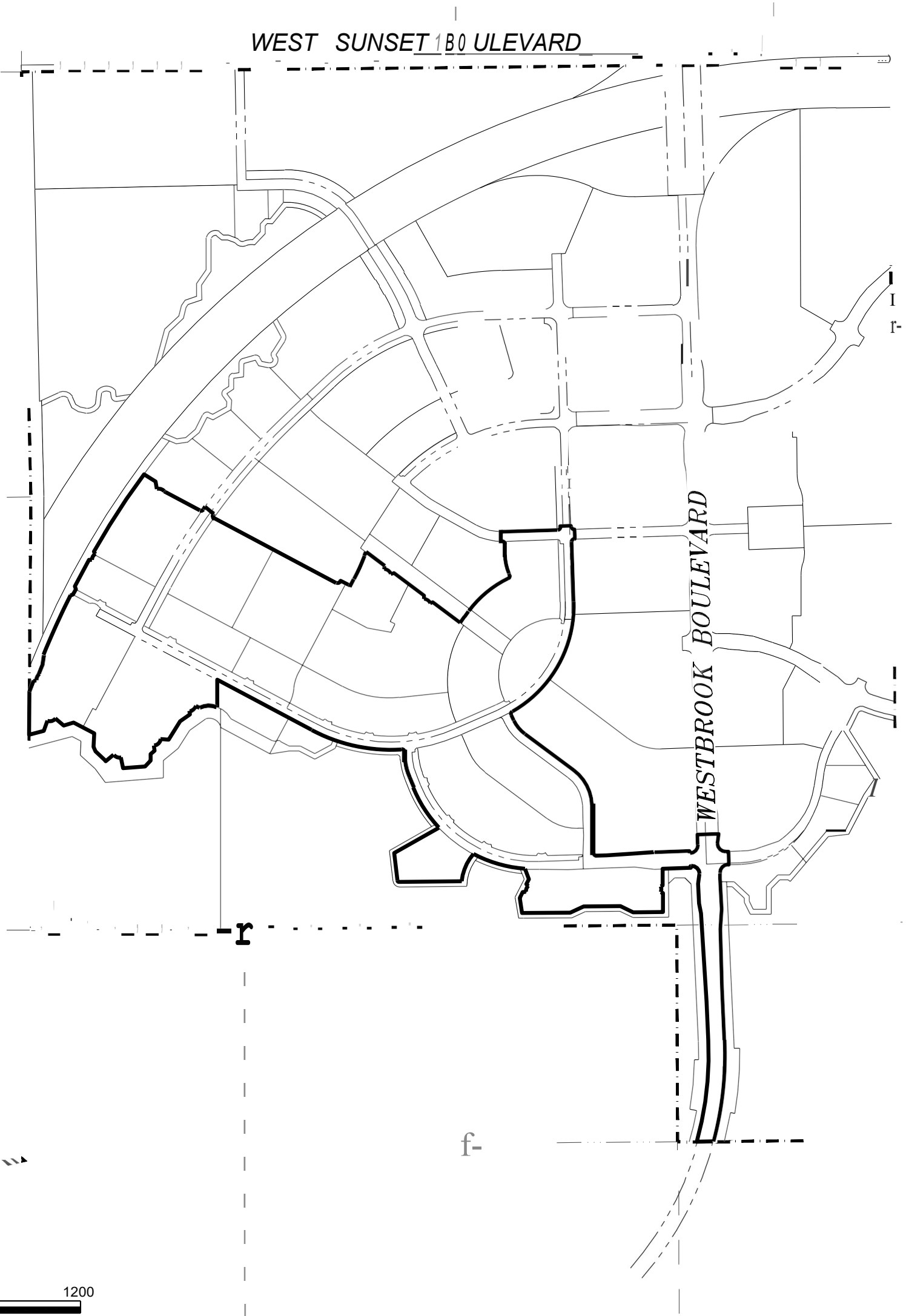
att4

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

LEGEND

-  PROPOSED CFO BOUNDARY AND BOUNDARY OF IMPROVEMENT AREA NO. 1
-  AREAS OF FUTURE ANNEXATION



PROPOSED BOUNDARY MAP
AMORUSO RANCH
COMMUNITIES FACILITIES DISTRICT NO. 1

(PUBLIC FACILITIES)
BEING A PORTION OF SECTIONS 11 AND 14,
T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS _____ DAY OF _____, 20__.

BY: _____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20__ BY _____ IT'S RESOLUTION NO. _____.

BY: _____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20__, AT _____ M. IN BOOK _____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO.: _____

FEE: \$ _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER


WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 CST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

NOVEMBER 2022

EXHIBIT B

CITY OF ROSEVILLE AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

LIST OF AUTHORIZED FACILITIES AND SERVICES

AUTHORIZED FACILITIES

Transportation Improvements

Public roadway improvements designed to meet the needs of the project, including those improvements identified in the project Development Agreement (DA), including but not limited to;

- Westbrook Boulevard
- West Sunset Boulevard

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations; bridge crossings and culverts; clearing, grubbing, and demolition; grading, intract subdivision roadway improvements, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, dry utilities, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; and the following:

- Water lines in/associated with authorized facility roads
- Recycled water lines in/associated with authorized facility roads
- Well construction or financial contributions thereto
- Water Tank Site Improvements

- Recycled Water Storage Tank Facility or financial contributions thereto

Drainage System Improvements

Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage; and the following:

- All storm drain lines and facilities in/associated with authorized facility roadways
- Retention, detention, hydro-modification, and other drainage facilities

Wastewater System Improvements

Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; storage tanks; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements, including but not limited to:

- All wastewater facilities in/associated with authorized facility roadways
- Sewer pump station/lift station

Solid Waste Improvements

Authorized facilities include any and all backbone solid waste improvements designed to meet the needs of development of the project. Eligible improvements also include the project's pro-rata contribution to shared facilities.

Park, Landscape Corridor and Paseo Improvements

Authorized facilities include any and all improvements to parks, landscape corridors and paseos located in the project, including but not limited to:

- Construction of Park Sites
- Construction of Paseos
- Construction of Trails

Open Space Improvements

Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on-and off-site hawk/raptor mitigation, agricultural mitigation or other environmental mitigation, property acquisition, endowment payments/PCA fees for open space management monitoring, landscaping and irrigation, access gates and fencing, and related open space improvements, including but not limited to:

- Improvements related to all Preserved and General Open Space Parcels

- Wetland creation mitigation monitoring, fencing, etc.

Utilities

Authorized facilities include any and all on- and off-site utility improvements designed to meet the needs of development of the project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized facilities also shall include costs related to the off-site electric substation site; site clearing; grading; street frontage improvements, including curbs, gutters, and paving; and construction of an all-weather access road to the site from the nearest public street or extension of temporary overhead lines as described in the project DA, including but not limited to:

- Electric Substation improvements

Other Public Facilities

Authorized facilities include any and all public facilities or infrastructure, including the project's improvements to the fire station site, site clearing, grading, and street frontage improvements including curbs, gutters, and paving.

Development Impact Fees

Authorized facilities include development impact fees paid and not otherwise reimbursed, whether standard City or County fees levied at the time of the issuance of a building permit or required as part of the DA for the property. Fees include, but are not limited to, City Traffic Fees, Placer Conservation Authority (PCA) Fee, the South Placer Regional Transportation Authority Tier II Traffic Fee, City of Roseville City Wide Park Fee, City of Roseville Public Facilities Fee, Pre-paid DA Fees, and Public Benefit Fee.

Formation, Administrative, and Incidental Expenses

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to: the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation monitoring, and preparation of an overarching Operation and Maintenance Plan for the City of Roseville Open Space Preserves); land acquisition and easement payments for the facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities, wetland/Species mitigation purchase; reimbursements to other areas for infrastructure facilities or planning serving development in the CFD; Amoruso Ranch Specific Plan planning, legal, engineering, technical studies costs related to the facilities and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

AUTHORIZED SERVICES

The authorized services to be funded from the levy and collection of annual maintenance special taxes are the provision of public services, maintenance and operation related to any facilities authorized to be funded by the CFD with a useful life of five or more years, including but not limited to performance by employees of functions and repair activities. Maintenance as used herein includes replacement and the creation and funding of a reserve fund to pay for a replacement of such facilities. The maintenance special taxes shall only fund authorized services to the extent that they are in addition to those provided to land within the CFD prior to the creation of the CFD.

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 23-181

**A RESOLUTION DETERMINING NECESSITY TO INCUR BONDED INDEBTEDNESS
OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE FOR THE CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)**

WHEREAS, on April 5, 2023, the City Council (the "City Council") of the City of Roseville (the "City") adopted a resolution entitled "A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE IMPROVEMENT AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT" (the "Resolution of Intention"), stating its intention to form "City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities)" (the "CFD"), and "City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (Future Annexation Area)" (the "Future Annexation Area"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, also in the Resolution of Intention, this Council further stated its intention to create an initial improvement area within the CFD and determined that it may be necessary to designate additional improvement areas in the CFD as a result of the annexation of territory from the Future Annexation Area (each, a "Future Improvement Area"); and

WHEREAS, on April 5, 2023, this City Council also adopted a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OF INTENTION TO INCUR BONDED INDEBTEDNESS TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES IN AND FOR THE CITY OF ROSEVILLE AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) AND IMPROVEMENT AREAS THEREIN" (the "Resolution of Intention to Incur Indebtedness") stating its intention to incur bonded indebtedness secured by land within the boundaries of the CFD and the Future Annexation Area for the purpose of financing the costs of certain facilities specified in the Resolution of Intention; and

WHEREAS, this City Council has held a noticed public hearing as required by the Act about the determination to proceed with the formation of the CFD and the establishment of the Future Annexation Area, the provision of certain public facilities and services by the CFD and the rate and method of apportionment of the special tax to be levied within the CFD to pay the principal and interest on the proposed bonded indebtedness in the CFD and the administrative costs of the City relative to the CFD; and

WHEREAS, subsequent to the public hearing, this City Council adopted a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE ANNEXATION AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX

THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT” (the “Resolution of Formation”); and

WHEREAS, under the Act, for purposes of financing or contributing to the financing of public facilities, the City Council may designate areas within the CFD as separate improvement areas, and in the Resolution of Formation the City designated an area to be known as “Improvement Area No. 1” and provided that additional improvement areas may be designated as to parcels within the Future Annexation Area; and

WHEREAS, this City Council has also held a noticed public hearing as required by the Act relative to the matters material to the questions set forth in the Resolution of Intention to Incur Indebtedness; and

WHEREAS, no written protests with respect to the matters material to the questions set forth in the Resolution of Intention to Incur Indebtedness have been filed with the City Clerk.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Recitals.** The foregoing recitals are true and correct.

2. **Necessity.** This City Council deems it necessary to incur bonded indebtedness for the CFD, including the Future Annexation Area, in the maximum aggregate principal amount of \$594,000,000 (the “Authorization”), initially allocated as follows: (i) for Improvement Area No. 1, \$124,000,000 and (ii) for the Future Annexation Area, \$470,000,000 (the “Future Improvement Area Indebtedness Limit”) for the purpose of financing the costs of all or a portion of the facilities defined in the Resolution of Formation (the “Facilities”) for the property in the initial boundaries of the CFD, including, but not limited to, the costs of issuing and selling bonds to finance all or a portion of the Facilities and the costs of the City in establishing and administering the CFD.

In the event all or a portion of the Future Annexation Area is annexed as one or more Future Improvement Areas, the maximum indebtedness of each such Future Improvement Area shall be identified and approved in the Unanimous Approval (as defined in the Resolution of Formation) executed by property owners in connection with their annexation to the CFD, as described in the Resolution of Formation, at the time of the annexation as an allocation of the Future Improvement Area Indebtedness Limit, subject to review and approval by an authorized officer of the City, and the amount of the maximum indebtedness for the Future Improvement Area shall be subtracted from the Future Improvement Area Indebtedness Limit.

3. **Bonds for CFD.** Bonds in the maximum amounts set forth in the preceding section are hereby authorized subject to voter approval. Indebtedness subject to this limit shall only include indebtedness evidenced by bonds or notes secured by the special tax levied in the initial boundaries of the CFD, and shall not include bonds described in Section 53364.2(e) of the Act. The bonds may be issued in one or more series and mature and bear interest at such rate or rates, payable semiannually or in such other manner, all as the Council or its designee shall determine, at the time or times of sale of such bonds; provided, however, that the interest rate or rates shall not to exceed the maximum interest rate permitted by applicable law at the time of sale of the bonds and the bonds or any series thereof shall have a maximum term of not to exceed forty (40) years.

In the event all or a portion of the Future Annexation Area is annexed as one or more Future Improvement Areas, bonds in the maximum amount for each such Future Improvement Area shall be identified in the Unanimous Approval at the time of the annexation as an allocation of the Future Improvement Area Indebtedness Limit and the Unanimous Approval shall constitute the voter approval of such amount by the property owner or owners.

Bonds may be issued secured by special taxes of any single improvement area or any combination of improvement areas, in amounts not in excess of the bonded indebtedness authorization amounts established herein.

4. **Election.** The proposition of incurring the bonded indebtedness herein authorized shall be submitted to the qualified electors of the CFD and shall be consolidated with elections on the proposition of levying special taxes within the CFD and the establishment of an appropriations limit for the CFD pursuant to Section 53353.5 of the Act. The time, place and further particulars and conditions of such election shall be as specified by separate resolution of this City Council. The initial qualified electors of the CFD are the landowners of the parcels within Improvement Area No. 1. In the event all or a portion of the Future Annexation Area is annexed as one or more Future Improvement Areas, the Unanimous Approval shall constitute the voter approval of the proposition of incurring the bonded indebtedness with respect to such Future Improvement Area by the property owner or owners.

5. **Effective Date.** This Resolution shall take effect upon its adoption.

* * * * *

The foregoing Resolution was adopted by the City Council of the City of Roseville on the ____ day of _____, 2023, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 23-182

A RESOLUTION CALLING SPECIAL ELECTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE REGARDING THE CITY OF ROSEVILLE AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

WHEREAS, the City Council (the "City Council") of the City of Roseville (the "City") has adopted a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE ANNEXATION AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT" (the "Resolution of Formation"), ordering the formation of the "City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities)" (the "CFD") and Improvement Area No. 1 therein, and "City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (Future Annexation Area)", authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, this City Council has also adopted a resolution entitled "A Resolution Determining Necessity to Incur Bonded Indebtedness of the City Council of the City of Roseville for the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities)" (the "Resolution Determining Necessity"), determining the necessity to incur bonded indebtedness in the maximum aggregate principal amount of \$594,000,000 for the CFD, initially allocated as follows: (i) for Improvement Area No. 1, \$124,000,000 and (ii) for the portion of the CFD that is not in Improvement Area No. 1, \$470,000,000, pursuant to the Act; and

WHEREAS, pursuant to the provisions of the Resolution of Formation and the Resolution Determining Necessity, the propositions of the levy of the special tax, the establishment of the appropriations limit and the incurring of the bonded indebtedness shall be submitted to the qualified electors of the CFD as required by the provisions of the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Issues Submitted.** Pursuant to Sections 53326, 53351 and 53325.7 of the Act, the issues of the levy of the special tax, the incurring of bonded indebtedness and the establishment of the appropriations limit for the initial boundaries of the CFD shall be submitted to the qualified electors (as defined below) of the CFD at an election called therefor as provided below.

2. **Qualified Electors.** This City Council hereby finds that fewer than 12 persons have been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the public hearings heretofore conducted and concluded by this Council for the purposes of these proceedings. Accordingly, and pursuant to Section 53326 of the Act, this City Council finds that, for these proceedings, the qualified electors are the landowners within the CFD and

that the vote shall be by such landowners or their authorized representatives, each having one vote for each acre or portion thereof such landowner owns in the CFD as of the close of the public hearings.

3. **Conduct of Election.** This City Council hereby calls a special election to consider the measures described in section 1 above, which election shall be held on May 17, 2023, and the results thereof canvassed at the meeting of this City Council on May 17, 2023. The City Clerk is hereby designated as the official to conduct the election and to receive all ballots until 6:00 p.m. on the election date. It is hereby acknowledged that the City Clerk has on file the Resolution of Formation, a certified map of the boundaries of the CFD, and a sufficient description to allow the City Clerk to determine the electors of the CFD. Pursuant to Section 53327 of the Act, the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 of the California Elections Code. This City Council hereby finds that paragraphs (a), (b), and (c) (1) of Section 4000 and Section 4108 are applicable to this special election, except that Sections 53326 and 53327 of the Act shall govern for purposes of determining the date of the election.

4. **Ballot.** As authorized by Section 53353.5 of the Act, the three propositions described in section 1 above shall be combined into a single ballot measure, the form of which is attached hereto as Exhibit "A" and by this reference incorporated herein and the form of ballot is hereby approved. The City Clerk is hereby authorized and directed to cause a ballot, in substantially the form of Exhibit "A," to be delivered to each of the qualified electors of the CFD. Each ballot shall indicate the number of votes to be voted by the respective landowner to which the ballot pertains. Each ballot shall be accompanied by all supplies and written instructions necessary for the use and return of the ballot. The envelope to be used to return the ballot was enclosed with the ballot, had the return postage prepaid, and contained the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot and is to be opened only by the election official.

5. **Waivers.** This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of the CFD. There is on file with the City Clerk a written waiver executed by all of the qualified electors of the CFD allowing for a shortening of the time for the special election to expedite the process of formation of the CFD and waiving any requirement for notice, analysis and arguments in connection with the election. Accordingly, this Council finds and determines that the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings. This Council also finds and determines that the City Clerk has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act.

6. **Accountability.** The City Council hereby finds that the proposed debt issuance constitutes a "local bond measure" within the meaning of Sections 53410, et seq. of the California Government Code. As a result, the bond measure shall include the propositions set forth above and the following: (a) the specific purpose of the bonds shall be as set forth in the propositions; (b) any proceeds received from the sale of any bonds shall be applied only to the purposes set forth in the propositions; (c) the proceeds of any bonds shall be deposited into special accounts

to be created therefor as part of the issuance of the bonds; and (d) the City shall cause a report to be prepared annually under Section 53411 of the Government Code.

7. **Effective Date.** This Resolution shall take effect upon its adoption.

* * * * *

The foregoing Resolution was adopted by the City Council of the City of Roseville on the _____ day of _____, 2023, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

EXHIBIT A

**CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)**

**OFFICIAL BALLOT
SPECIAL TAX ELECTION**

This ballot is for a special, landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Roseville no later than the hour of 6:00 p.m. on May 17, 2023, either by mail or in person. The City Clerk's office is located at 311 Vernon Street, Roseville, California 95678.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Roseville and obtain another.

The amount of money to be raised annually by the special tax within the initial boundary of the CFD is \$_____ in the base year (and subject to escalation annually), the duration of the special tax is perpetual, and the rate of the special tax shall be determined in accordance with the rate, method of apportionment, and manner of collection of special tax for the CFD.

BALLOT MEASURE: Shall the measure pursuant to which (i) the City of Roseville shall incur an indebtedness and issue bonds in the maximum aggregate principal amount of not to exceed \$594,000,000 (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, \$124,000,000 and (ii) for the Future Annexation Area, \$470,000,000, (excluding bonds described in Section 53364.2(e) of the California Government Code) with interest at a rate or rates not to exceed the maximum interest rate permitted by law at the time of sale of such bonds on behalf of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (the "CFD"), the proceeds of which bonds will be used to acquire and/or construct certain facilities and pay for the costs of issuing the bonds and related expenses; (ii) a special tax payable solely from lands within the CFD shall be levied annually, commencing in the City's fiscal year 2023-24, upon lands within the CFD to pay for the principal and interest upon such bonds, to pay the costs of the City in administering the CFD, and to pay for the costs of acquiring and/or constructing certain facilities and pay for certain public services; and (iii) the annual appropriations limit of the CFD shall be established in an amount equal to the bond authorization be adopted?	YES: _____ NO: _____
---	---

By execution in the space provided below, you also indicate your waiver of (i) the time limit pertaining to the conduct of the election, (ii) any requirement for analysis and arguments with respect to the ballot measure, and (iii) any irregularity in the proceedings that may be claimed as a result of the application of such waivers.

Number of Acres: _____

Number of Votes: _____

Property Owner:

_____, a _____

By: _____

Name : _____

Its: _____

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 23-183

**A RESOLUTION DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING
RECORDING OF NOTICE OF SPECIAL TAX LIEN REGARDING CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)**

WHEREAS, the City Council (the "City Council") of the City of Roseville (the "City") has adopted a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE ANNEXATION AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT" (the "Resolution of Formation"), ordering the formation of the "City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities)" (the "CFD") and Improvement Area No. 1 therein, and "City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (Future Annexation Area)", authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, this City Council has also adopted a resolution entitled "A RESOLUTION DETERMINING NECESSITY TO INCUR BONDED INDEBTEDNESS OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE FOR THE CITY OF ROSEVILLE AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)" (the "Resolution of Necessity"), determining the necessity to incur bonded indebtedness in the maximum aggregate principal amount of \$594,000,000 for the CFD, initially allocated as follows: (i) for Improvement Area No. 1, \$124,000,000 and (ii) for the portion of the CFD that is not in Improvement Area No. 1, \$470,000,000, pursuant to the Act; and

WHEREAS, under the provisions of the Resolution of Formation and the Resolution Necessity and pursuant to "A RESOLUTION CALLING SPECIAL ELECTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE REGARDING THE CITY OF ROSEVILLE AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)" (the "Election Resolution") heretofore adopted by this City Council the propositions of the levy of the special tax, the establishment of the appropriations limit and the incurring of the bonded indebtedness were submitted to the qualified electors of the CFD as required by the provisions of the Act; and

WHEREAS, pursuant to the terms of the Election Resolution, which are by this reference incorporated herein, the special election has been held and the City Clerk has on file a Canvass and Statement of Results of Election (the "Canvass"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, this City Council has reviewed the Canvass, finds it appropriate and wishes to complete its proceedings for the CFD.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Recitals.** The foregoing recitals are all true and correct.
2. **Issues Presented.** The issues presented at the special election were the levy of a special tax within the CFD, the incurring of a bonded indebtedness in the maximum aggregate principal amount of \$594,000,000 for the CFD, initially allocated as follows: (i) for Improvement Area No. 1, \$124,000,000 and (ii) for the portion of the CFD that is not in Improvement Area No. 1, \$470,000,000, and the approval of an annual appropriations limit in an amount equal to the bond authorization, all pursuant to the Resolution of Formation and the Resolution of Necessity.
3. **Canvass and Issues Approved.** The Council hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the CFD by more than two-thirds (2/3) of the votes cast at the special election.
4. **Proceedings Approved.** Pursuant to the voter approval, the CFD is hereby declared to be fully formed with the authority to levy the special taxes, to incur the approved bonded indebtedness and to have the established appropriations limit, all as heretofore provided in these proceedings and in the Act. It is hereby found that all prior proceedings and actions taken by this City Council with respect to the CFD were valid and in conformity with the Act.
5. **Notice of Tax Lien.** The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of Placer a notice of special tax lien in the form required by the Act, such recording to occur no later than fifteen (15) days following adoption by the Council of this Resolution.
6. **Effective Date.** This Resolution shall take effect upon its adoption.

_____ The foregoing Resolution was adopted by the City Council of the City of Roseville on the
_____ day of _____, 2023, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

CANVASS AND STATEMENT OF RESULT OF ELECTION

**CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)**

I hereby certify that on May 17, 2023, I canvassed the returns of the election held on May 17, 2023, in the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) and the total number of ballots cast in said election and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

Qualified Landowner <u>Votes</u>	<u>Votes Cast</u>	<u>YES</u>	<u>NO</u>
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City of Roseville Amoruso Ranch
Community Facilities District
No. 1 (Public Facilities),
Special Tax Election, May 17, 2023

BALLOT MEASURE: Shall the measure pursuant to which (i) the City of Roseville shall incur an indebtedness and issue bonds in the maximum aggregate principal amount of not to exceed \$594,000,000 (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, \$124,000,000 and (ii) for the Future Annexation Area, \$470,000,000, (excluding bonds described in Section 53364.2(e) of the California Government Code) with interest at a rate or rates not to exceed the maximum interest rate permitted by law at the time of sale of such bonds on behalf of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (the "CFD"), the proceeds of which bonds will be used to acquire and/or construct certain facilities and pay for the costs of issuing the bonds and related expenses; (ii) a special tax payable solely from lands within the CFD shall be levied annually, commencing in the City's fiscal year 2023-24, upon lands within the CFD to pay for the principal and interest upon such bonds, to pay the costs of the City in administering the CFD, and to pay for the costs of acquiring and/or constructing certain facilities and pay for certain public services; and (iii) the annual appropriations limit of the CFD shall be established in an amount equal to the bond authorization **be adopted?**

YES:__

NO:__

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this ____ day of _____, 2023.

By: _____
City Clerk

EXHIBIT A

ORDINANCE NO. 6655

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAXES WITHIN CITY OF ROSEVILLE AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

WHEREAS, on April 5, 2023, this City Council (the "City Council") of the City of Roseville (the "City"), adopted a resolution stating its intention to establish "City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities)" (the "CFD") and Improvement Area No. 1 therein, and "City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (Future Annexation Area)" (the "Future Annexation Area") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, *et. seq.*, of the California Government Code (the "Act"), to finance certain public services and the acquisition and construction of certain facilities; and

WHEREAS, parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed to the CFD, without any requirement for further public hearings or additional proceedings; and

WHEREAS, in connection with any future annexation, the City may designate a parcel or parcels as an improvement area (each, a "Future Improvement Area") within the CFD without additional hearings or procedures, and thereafter all proceedings for approval of the appropriations limit, the rate and method of apportionment and manner of collection of special taxes, and the authorization to incur bonded indebtedness for the improvement area, which may be different from other areas of the CFD, shall apply only to the Future Improvement Area; and

WHEREAS, notice was published as required by the Act relative to the intention of this City Council to form the CFD and the Future Annexation Area, to provide for certain facilities and services, and to incur bonded indebtedness for the initial boundaries of the CFD; and

WHEREAS, this City Council has held noticed public hearings as required by the Act relative to (i) the determination to proceed with the formation of the CFD and the Future Annexation Area, and the rate and method of apportionment of the special tax to be levied within the CFD to finance a portion of the costs of the facilities and services and (ii) the issuance of not to exceed \$ \$594,000,000 of bonded indebtedness (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, \$124,000,000 and (ii) for the Future Annexation Area, \$470,000,000, secured by the special tax levied in the initial boundaries of the CFD (excluding bonds described in Section 53364.2(e) of the California Government Code) for the CFD; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the Future Annexation Area, and the levy of said special taxes within the CFD were heard, substantial evidence was presented and considered by this City Council and a full and fair hearing was held; and

WHEREAS, subsequent to the hearing, this City Council adopted resolutions entitled "A Resolution of the City Council of the City of Roseville to Form a Community Facilities District,

Designate an Improvement Area Therein, Establish a Future Annexation Area, Provide for Additional Future Improvement Areas Therein, and to Authorize the Levy of a Special Tax Therein to Finance Public Facilities and Public Services in and for such Community Facilities District (the "Resolution of Formation"), "A Resolution Determining Necessity to Incur Bonded Indebtedness of the City Council of the City of Roseville for the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities)" (the "Resolution of Necessity") and "A Resolution Calling Special Election of the City Council of the City of Roseville Regarding the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities)," which resolutions defined the public facilities and services to be financed by the CFD (the "Facilities" and "Services," respectively), established the CFD and the Future Annexation Area, authorized the levy of a special tax with the CFD, determined the necessity to incur bonded indebtedness in the CFD and called an election within the CFD on the propositions of incurring indebtedness, levying a special tax, and establishing an appropriations limit within the CFD, respectively; and

WHEREAS, on May 17, 2023, a special election was held within the CFD at which the eligible landowner-electors approved such propositions by the two-thirds vote required by the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, as follows:

Section 1. By the passage of this Ordinance, the City Council hereby authorizes and levies special taxes within the CFD (including any parcels in the Future Annexation Area that annex into the CFD) and each Future Improvement Area, if any, pursuant to the Act, at the rate and in accordance with the rate and method of apportionment of special tax for Improvement Area No. 1 of the CFD set forth as an exhibit to the Resolution of Formation or the rate and method of apportionment of special tax for the Future Improvement Area set forth in the Unanimous Approval(s) for such Future Improvement Area (each, a "Rate and Method"), which Resolution of Formation and Unanimous Approval(s) are by this reference incorporated herein. For Future Improvement Areas, a different rate and method may be adopted if the annexed territory is designated as a separate improvement area, as provided in the Resolution of Formation. The special taxes for the payment of Facilities and Services are hereby levied commencing in fiscal year 2023-24 and in each fiscal year thereafter as provided in each applicable Rate and Method. A special tax shall not be levied to finance the Facilities and Services after the fiscal year identified in the applicable Rate and Method, except that a special tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years.

Section 2. The Chief Financial Officer of the City is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within the CFD and each Future Improvement Area, if any, in the manner and as provided in the Resolution of Formation.

Section 3. Except as set forth in the Rate and Method, properties or entities of the State, federal or local governments shall be exempt from any levy of the special taxes. In no event shall the special taxes be levied on any parcel within the CFD (including any parcels in the Future Annexation Area that annex into the CFD) or a Future Improvement Area, if any, in excess of the maximum tax specified in the Resolution of Formation and the applicable Rate and Method.

Section 4. All of the collections of the special tax shall be used as provided for in the Act, the applicable Rate and Method and in the Resolution of Formation including, but not limited to, the payment of principal and interest on bonds secured by the special taxes (the "Bonds"), the replenishment of the reserve fund for the Bonds, the payment of the costs of the Facilities and Services, the payment of the costs of the City in administering the CFD (including any parcels in the Future Annexation Area that annex into the CFD), or a Future Improvement Area, if any, and the costs of collecting and administering the special tax.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that this City Council may provide for other appropriate methods of collection by resolutions of this City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The Chief Financial Officer of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Placer in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of Placer for fiscal year 2023-24 and for each fiscal year thereafter as provided in each applicable Rate and Method.

Section 6. If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the CFD (including any parcels in the Future Annexation Area that annex into the CFD), or a Future Improvement Area, if any, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the CFD or a Future Improvement Area, if any, shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

Section 8. This Ordinance shall take effect 30 days from the date of final passage.

_____ The foregoing Ordinance was adopted by the City Council of the City of Roseville on the
_____ day of _____, 2023, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:**

City Clerk Department
City of Roseville
311 Vernon Street, Suite 208
Roseville, CA 95678
Telephone: (916) 774-5263

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF SPECIAL TAX LIEN

CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
COUNTY OF PLACER, STATE OF CALIFORNIA

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Government Code, the undersigned, City Clerk of the City of Roseville, hereby gives notice that a lien to secure payment of a special tax which the City Council of the City of Roseville, County of Placer, State of California is authorized to levy is hereby imposed. The special tax secured by this lien is authorized to be levied for the purpose of paying for the facilities and services described in Exhibit A attached hereto, including paying principal and interest on bonds, the proceeds of which are being used to finance facilities, paying the cost of administering the CFD (defined below) and the incidental expenses related thereto.

The special tax is authorized to be levied within City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) (the "CFD") which has now been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied, and canceled in accordance with law, or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate and method of apportionment of the authorized special tax is shown on Exhibit B attached hereto and hereby incorporated herein by this reference. The special tax authorized to be levied in the CFD is comprised of a component to be used to finance facilities and component to be used to finance services. Conditions under which the obligation to pay the component of the special tax to be used to facilities may be prepaid and permanently satisfied is set forth in Exhibit B. The special tax proceeds to be used for services is not levied simultaneously with the levy of the special tax to be used for facilities, and may not be prepaid; the special tax to be used for services commences at the time the special tax for facilities is no longer levied on any property within the CFD.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the CFD in accordance with Section 3115.5 of the Streets and Highways Code.

The names of the owners and the assessor's parcel numbers of the real property included within this community facilities district and not exempt from the special tax are set forth on Exhibit C hereto.

Reference is made to the Boundary Map of the CFD recorded in the Placer County Recorder's Office on April 11, 2023 in Book 4 at Page 83, as Document No. 2023-0018570 of Maps of Assessment and Community Facilities Districts, which map is now the final boundary map of the CFD. The map includes a designated improvement area and a future annexation area.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Finance Director, City of Roseville, 311 Vernon Street, Roseville, CA 95678.

Dated: _____, 2023

City Clerk of the City of Roseville

EXHIBIT A - Description of Authorized Facilities and Services
EXHIBIT B - Rate and Method of Apportionment
EXHIBIT C - Property Owners and Parcel Numbers

EXHIBIT A

List of Authorized Facilities And Services

AUTHORIZED FACILITIES

Transportation Improvements

Public roadway improvements designed to meet the needs of the project, including those improvements identified in the project Development Agreement (DA), including but not limited to;

- Westbrook Boulevard
- West Sunset Boulevard

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations; bridge crossings and culverts; clearing, grubbing, and demolition; grading, intract subdivision roadway improvements, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, dry utilities, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; and the following:

- Water lines in/associated with authorized facility roads
- Recycled water lines in/associated with authorized facility roads
- Well construction or financial contributions thereto
- Water Tank Site Improvements
- Recycled Water Storage Tank Facility or financial contributions thereto

Drainage System Improvements

Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage; and the following:

- All storm drain lines and facilities in/associated with authorized facility roadways
- Retention, detention, hydro-modification, and other drainage facilities

Wastewater System Improvements

Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; storage tanks; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements, including but not limited to:

- All wastewater facilities in/associated with authorized facility roadways
- Sewer pump station/lift station

Solid Waste Improvements

Authorized facilities include any and all backbone solid waste improvements designed to meet the needs of development of the project. Eligible improvements also include the project's pro-rata contribution to shared facilities.

Park, Landscape Corridor and Paseo Improvements

Authorized facilities include any and all improvements to parks, landscape corridors and paseos located in the project, including but not limited to:

- Construction of Park Sites
- Construction of Paseos
- Construction of Trails

Open Space Improvements

Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on-and off-site hawk/raptor mitigation, agricultural mitigation or other environmental mitigation, property acquisition, endowment payments/PCA fees for open space management monitoring, landscaping and irrigation, access gates and fencing, and related open space improvements, including but not limited to:

- Improvements related to all Preserved and General Open Space Parcels
- Wetland creation mitigation monitoring, fencing, etc.

Utilities

Authorized facilities include any and all on- and off-site utility improvements designed to meet the needs of development of the project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized facilities also shall include costs related to the off-site electric substation site; site clearing; grading; street frontage improvements, including curbs, gutters, and paving; and construction of an all-weather access road to the site from the nearest public street or extension of temporary overhead lines as described in the project DA, including but not limited to:

- Electric Substation improvements

Other Public Facilities

Authorized facilities include any and all public facilities or infrastructure, including the project's improvements to the fire station site, site clearing, grading, and street frontage improvements including curbs, gutters, and paving.

Development Impact Fees

Authorized facilities include development impact fees paid and not otherwise reimbursed, whether standard City or County fees levied at the time of the issuance of a building permit or required as part of the DA for the property. Fees include, but are not limited to, City Traffic Fees, Placer Conservation Authority (PCA) Fee, the South Placer Regional Transportation Authority Tier II Traffic Fee, City of Roseville City Wide Park Fee, City of Roseville Public Facilities Fee, Pre-paid DA Fees, and Public Benefit Fee.

Formation, Administrative, and Incidental Expenses

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to: the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation monitoring, and preparation of an overarching Operation and Maintenance Plan for the City of Roseville Open Space Preserves); land acquisition and easement payments for the facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities, wetland/Species mitigation purchase; reimbursements to other areas for infrastructure facilities or planning serving development in the CFD; Amoroso Ranch Specific Plan planning, legal, engineering, technical studies costs related to the facilities and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

AUTHORIZED SERVICES

The authorized services to be funded from the levy and collection of annual maintenance special taxes are the provision of public services, maintenance and operation related to any facilities authorized to be funded by the CFD with a useful life of five or more years, including but not limited to performance by employees of functions and repair activities. Maintenance as used herein includes replacement and the creation and funding of a reserve fund to pay for a replacement of such facilities. The maintenance special taxes shall only fund authorized services to the extent that they are in addition to those provided to land within the CFD prior to the creation of the CFD.

EXHIBIT B

Rate and Method of Apportionment

[INSERT RMA]

EXHIBIT B

Improvement Area No. 1 of the
City of Roseville
Amoruso Ranch Community Facilities District No. 1

(Public Facilities)
Placer County, State of California

RATE, METHOD OF APPORTIONMENT, AND
MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in Improvement Area No. 1 of the City of Roseville Amoruso Ranch Community Facilities District No. 1 (Public Facilities) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" means the actual or reasonably estimated costs related to the administration of Improvement Area No. 1, including, but not limited to, these for Improvement Area No. 1:

- a. Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the City or any designee thereof or both).
- b. Costs of collecting the Special Taxes (whether by the County, the City, or otherwise).
- c. Costs of remitting the Special Taxes to the Trustee.
- d. Costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture.
- e. Costs to the City, CFD, or any designee thereof, of complying with arbitrage rebate requirements.

- f. Costs to the City, CFD, or any designee thereof, of complying with City, CFD, or Master Builder disclosure requirements.
- g. Costs associated with preparing Special Tax disclosure statements.
- h. Costs incurred in responding to public inquiries regarding the Special Taxes.
- i. Costs to the City, CFD, or designee thereof related to any appeal of the Special Taxes.
- j. Costs associated with the release of funds from an escrow account, if any.
- k. Costs to the City for the issuance of Bonds authorized by the CFD that are not recovered through the Bond sale proceeds.
- l. Amounts estimated to be advanced or already advanced by the City for any other administrative purposes, including attorney's fees and other costs related to collection of the Special Taxes and commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“Administrator” means a City official in the Finance Department, or their designee responsible for determining or overseeing the levy and collection of the Special Taxes.

“Affordable Housing Director” means, at any point in time, the person in the City who serves as head of the department that is in charge of the City's affordable housing program.

“Affordable Unit” means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable. A Multifamily Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or his or her designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number, and in the case of Large Lot Parcels remaining before May 1 of the preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

“Annexation Parcels” means a Parcel or Parcels annexed to Improvement Area No. 1 of the CFD after formation. The Maximum Annual Special Tax will be assigned to Parcels in the annexation area using the provisions of **Section 4**.

“Annual Facilities Costs” means, for any Fiscal Year, the total of these for Improvement Area No. 1:

- a. Debt Service to be paid from Facilities Special Taxes.

- b. The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year.
- c. Administrative Expenses for such Fiscal Year.
- d. The amount needed to (1) cure any delinquencies in the payment of the Facilities Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Facilities Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.
- e. Authorized Pay-As-You-Go Costs so long as the inclusion of these costs does not increase the Special Tax levy on Undeveloped Property, Large Lot Parcels, Small Lot Tentative Map Parcel, or Final Use Small Lot Parcels.
- f. During the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.
- g. Less any available earnings on any reserve fund or Facilities Special Tax funds, available capitalized interest or any other available revenues of Improvement Area No. 1 or the City that may be used to fund Annual Facilities Costs.

"Annual Maintenance Costs" means, for any Fiscal Year, the total of these for Improvement Area No. 1:

- a. Authorized Services costs to be paid from Maintenance Special Taxes.
- b. Administrative Expenses for such Fiscal Year.
- c. The amount needed to (1) cure any delinquencies in the payment of the Maintenance Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Maintenance Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year.
- d. Less any available earnings on any reserve fund, Maintenance Special Tax funds or any other available revenues of Improvement Area No. 1 or the City that may be used to fund Annual Maintenance Costs.

"Anticipated Construction Proceeds" means the amount anticipated to be available through Improvement Area No. 1 for acquiring or constructing Authorized Facilities, which is equal to \$27.8 million at formation of Improvement Area No. 1 of the CFD. This amount is increased on July 1 of the current Fiscal Year for the prior calendar year by the average increase in the ENR-CCI.

"Assessor's Parcel" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"Assigned Maximum Annual Special Tax" means the maximum Facilities Special Tax or Maintenance Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses for Improvement Area No. 1 at the CFD formation, or at annexation, as shown in **Attachment 1**.

"Authorized Facilities" means those facilities and fees to be financed by the CFD (including Improvement Area No. 1), as identified in the resolution forming the CFD.

"Authorized Services" means those services authorized to be funded by the CFD (including Improvement Area No. 1), as defined in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2023, and ending June 30, 2024.

"Benefit Share" means the Maximum Annual Facilities Special Tax for a Parcel divided by the Maximum Annual Facilities Special Tax Revenue for all Taxable Parcels at their assigned Maximum Annual Facilities Special Tax.

"Bond(s)" means any bond(s) issued by the City for Improvement Area No. 1 under the Act secured by Special Taxes and any other debt, as defined in the Act, the City incurs that is secured by Special Taxes to further the CFD's purposes.

"Bond Indenture(s)" means the indenture(s), resolution(s), fiscal agent agreement(s), or other financing document(s) pursuant to which any Bonds are issued.

"Bond Share" means the share of Outstanding Bonds assigned to a Parcel as specified in **Section 8** hereof.

"Building Permit" means a permit issued by the City for the construction of a Residential Use or Nonresidential Use structure.

"Business Professional" means a Parcel or Parcels zoned to provide for office uses and other uses that are related to and supportive of office uses.

"CFD" means the City of Roseville Amoroso Ranch Community Facilities District No. 1 (Public Facilities), Placer County, State of California, including all Improvement Areas therein.

"Chief Financial Officer" or **"CFO"** means the Chief Financial Officer of the City, or his/her designee.

"City" means the City of Roseville in Placer County, California.

"Council" means the City Council of the City acting for the CFD under the Act.

"County" means the County of Placer, California.

"Debt Service" means the total annual amount of Bond principal, interest, and the scheduled sinking fund payments of the Bonds in a calendar year.

"Deferral Bonding Period" means the period, for Improvement Area No. 1, after the Initial Bonding Period has ended and during which the City finances the Development Impact Fee Deferral.

"Developed Parcel" means, in any Fiscal Year:

- a. For Single-Family Parcels: All Parcels for which a Final Small Lot Subdivision Map was recorded before May 1 of the preceding Fiscal Year.
- b. For Multifamily Parcels: All Parcels for which a Building Permit for new construction of a Residential Use structure was issued before May 1 of the preceding Fiscal Year.
- c. For all Nonresidential Use Parcels: All Parcels for which a Building Permit for new construction of a Nonresidential Use structure was issued before May 1 of the preceding Fiscal Year.

Once a Parcel is defined as a Developed Parcel it shall remain as a Developed Parcel.

"Development Agreement" means the Development Agreement By and Between the City of Roseville and Brookfield Sunset, LLC, Brookfield Sacramento Holdings, LLC, and Angela Eisenpress relative to the Amoruso Ranch Specific Plan dated May 11, 2022, or as may be amended from time to time.

"Development Impact Fee Deferral" means the deferred payment of development impact fees due to the City or the South Placer Regional Transportation Authority (SPRTA) for Developed Parcels, using the approach and amounts identified in the Development Agreement, which may be amended from time to time.

"Development Plan" means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, acreage, square footage, or number of Units that are approved to be developed on Single-Family Parcels, Multifamily Parcels, and Nonresidential Parcels.

"ENR-CCI" means the Engineering News Record—Construction Cost Index for San Francisco in the prior calendar year, as determined on July 1 of the current Fiscal Year.

"Expected Land Use(s)" means, for Improvement Area No. 1, the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 3** of this RMA, or as to Annexation Parcels, the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at the time of annexation as identified in a subsequent attachment to RMA.

"Facilities Special Tax" means the Special Tax authorized to be levied in Improvement Area No. 1 to fund Annual Facilities Cost. Facilities Special Taxes are shown in

Attachments 2 and 3, or as to Annexation Parcels, as shown in a subsequent attachment to the RMA.

“Final Use Small Lot Parcel” means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

“Final Small Lot Subdivision Map” means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

“First Bond Sale” means issuance of the first series of Bonds secured, in whole or in part, by Facilities Special Taxes levied and collected from Parcels in Improvement Area No. 1.

“Fiscal Year” means the period starting July 1 and ending the following June 30.

“Full Prepayment” means the fulfillment of a Parcel’s Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

“High Density Residential” means, per the Amoruso Ranch Specific Plan, a land use designation that primarily accommodates attached housing, but depending on the unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium design apartments/condominiums.

“Improvement Area No. 1” means the area designated as such on **Map 1**.

“Initial Bonding Period” means, for Improvement Area No. 1, the period in which Bonds are outstanding, whether issued in a single or multiple series, which financed Authorized Facilities costs or refunded prior Bonds other than the Development Impact Fee Deferral.

“Large Lot Parcel” means a Parcel created by a Large Lot Subdivision Map.

“Large Lot Subdivision Map” means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Final Use Small Lot Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

“Low Density Residential” means, per the Amoruso Ranch Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard, alley-loaded, or clustered, single-family detached units.

“Maintenance Special Tax” means the Special Tax authorized to fund Annual Maintenance Costs. The Maintenance Special Tax will be levied and collected beginning with the Transition Year. Maintenance Special Taxes are shown in **Attachment 4**.

“Market-Rate Unit” means a Unit that is not an Affordable Unit.

“Master Builder” means Brookfield Sacramento Holdings LLC and its successors and assigns.

"Maximum Annual Special Tax" means the greatest amount of Facilities Special Tax or Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, and 4.**

"Maximum Annual Facilities Special Tax" means the greatest amount of Facilities Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, or 4.**

"Maximum Annual Maintenance Special Tax" means the greatest amount of Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, or 4.**

"Maximum Annual Special Tax Rate" means the maximum rate of Facilities Special Tax or Maintenance Special Tax charged per Unit or per Taxable Acre each Fiscal Year, as shown in **Attachments 2, 3, and 4**, as subsequently escalated by the Tax Escalation Factor.

"Maximum Annual Facilities Special Tax Revenue" means the greatest amount of Facilities Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Facilities Special Tax.

"Maximum Annual Maintenance Special Tax Revenue" means the greatest amount of Maintenance Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Maintenance Special Tax.

"Maximum Annual CFD Special Tax Revenue" means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

"Medium Density Residential" means, per the Amoruso Ranch Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium Density Residential areas.

"Mixed Use Parcel" means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

"Multifamily For-Rent" or **"Multifamily For-Rent Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit per Parcel and where such units are initially offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High Density Residential. Each residential dwelling Unit within Multifamily For-Rent or Multifamily For-Rent Parcels is not expected to have its own distinct Assessor's Parcel Number.

"Multifamily For-Sale" or **"Multifamily For-Sale Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit within a single building or structure and that may share at least one common wall where such units are not initially

offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor's Parcel Number as is the case in residential condominium projects. Once designated as Multifamily For-Sale or Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

"Nonresidential Use" means a Taxable Parcel zoned for land uses other than Residential Uses which may include Business Professional, Community Commercial and Mixed Use.

"Original Parcel" means a Taxable Parcel in Improvement Area No. 1 identified in **Attachment 1** at formation of the CFD.

"Outstanding Bonds" means the total principal amount of Bonds that have been issued and not fully repaid or legally defeased.

"Parcel" means any Assessor's Parcel in Improvement Area No. 1 based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

"Partial Prepayment" means the partial fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"Pay-As-You-Go Costs" means that portion of costs of acquisition, construction, and improvement of Authorized Facilities not financed by Bonds that are eligible for funding from the Facilities Special Tax.

"Prepayment" means the Full Prepayment or Partial Prepayment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Large Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Large Lot Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

"Public Parcel" means any Parcel that is or is intended to be publicly owned, as designated in any final map, that is normally exempt from the levy of general ad valorem property taxes under California law, including, but not limited to, public streets, schools, parks, and public drainageways, landscaping, wetlands, greenbelts, and open space.

"Remainder Parcel" means a portion of a unit of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a) (Remainder Parcel). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder

Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

“Remaining Facilities Costs” means the amount of Anticipated Construction Proceeds less construction proceeds from previous Bond issuances and less costs of Authorized Facilities funded on a Pay-As-You-Go Basis from the levy of the Special Tax.

“Remaining Facilities Cost Share” means the Remaining Facilities Costs multiplied by the Benefit Share.

“Residential Use” means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium Density Residential or High Density Residential.

“RMA” means this Rate and Method of Apportionment, and Manner of Collection of Special Tax, as it may be amended from time to time in connection with Annexation Parcels or otherwise.

“Single-Family Parcel” means, in any Fiscal Year, all Parcels in Improvement Area No. 1 for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

“Small Lot Tentative Map” means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. The Small Lot Tentative Map designation for this RMA is in reference only to the areas shown on the map on which Low-Density Residential and Medium-Density Residential uses would be permitted. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder’s Office to create legal lots.

“Small Lot Tentative Map Parcel” means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year that are planned for Low-Density Residential and Medium-Density Residential and which have not yet become a Developed Parcel.

“Special Tax(es)” mean(s) any tax levy under the Act in Improvement Area No. 1.

“Subdivision” or **“Subdivided”** means a division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

“Successor Parcel” means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

“Tax Category” means the categories of taxable land uses shown in **Attachments 2, 3,** and **4**.

“Tax Collection Schedule” means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

"Tax Escalation Factor" means a factor of 2 percent by which the Maximum Annual Facilities Special Tax, Maximum Annual Maintenance Special Tax and related Maximum Annual Special Tax Rates shall be increased annually until the Transition Event. In the Fiscal Year following the Transition Event, the Maximum Annual Maintenance Special Tax may be increased up to 2 percent annually at the City's discretion. The Administrator should refer to Section 4a for application of the Tax Escalation Factor.

"Taxable Acreage" means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to **Attachment 1**, contains both taxable uses and tax-exempt uses.

"Taxable Parcel" means any Parcel that is not a Tax-Exempt Parcel.

"Tax-Exempt Parcel" means a Parcel not subject to the Annual Special Tax. Tax-Exempt Parcels include (a) Public Parcels, and (b) Parcels owned by the City, school districts, special districts, or the state or federal government. A Taxable Parcel that is acquired by a public agency shall remain a Taxable Parcel as per the provisions of **Section 4.i**.

Certain privately-owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowner's associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

"Transition Event" means for Improvement Area No. 1, the earlier of (a) after the Initial Bonding period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral, including any Debt Service and Administrative Expenses associated with any Bonds issued to satisfy Development Impact Fee Deferrals, and any eligible Pay-As-You-Go Costs have been repaid in full to the City and City determines funding is no longer needed for Annual Facilities Costs, or (b) Fiscal Year 2088-89.

"Transition Year" means, for Improvement Area No. 1, the first Fiscal Year following the Fiscal Year in which the Transition Event occurred.

"Trustee" means a national banking association organized and existing under the laws of the United States acting as a trustee or fiscal agent for Bonds.

"Undeveloped Parcel" means a Taxable Parcel that is not a Developed Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"Unit" means, for a Single-Family Parcel, the individual residential unit on such Parcel, or for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential unit in a multifamily building.

3. Duration of the Special Tax

The Facilities Special Tax will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2088-89. The Maintenance Special Tax will be levied and collected beginning in the Transition Year. The Maintenance Special Tax will thereafter be collected in perpetuity.

4. Administrative Tasks for the Facilities Special Tax

The provisions of Section 4 shall apply to Improvement Area No. 1:

- a. Annual Special Tax Escalation. Until the Fiscal Year following the Transition Event, the Administrator shall increase the Maximum Annual Facilities Special Tax, the Maximum Annual Maintenance Special Tax and Maximum Annual Special Tax Rates by the Tax Escalation Factor in all Fiscal Years following the Base Year. In the Transition Year and thereafter, the City, in its sole discretion, may determine whether to apply the Tax Escalation Factor to the Maximum Annual Maintenance Special Tax in any Fiscal Year.
- b. Assignment of the Maximum Annual Facilities Special Tax to Original Parcels. **Attachment 3** identifies the Assigned Maximum Annual Facilities Special Tax for each Original Parcel included in Improvement Area No. 1, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Facilities Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Facilities Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Facilities Special Tax shall equal the sum of the Assigned Maximum Annual Facilities Special Tax for all Large Lot Parcels in that Assessor's Parcel.
- c. Assignment of the Maximum Annual Facilities Special Tax to Annexation Parcels. Upon annexation of property to Improvement Area No. 1, Parcels will be assigned Maximum Annual Facilities Special Taxes using **Attachments 2, 3, and 4**. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Facilities Special Tax to Successor Parcels described in **Section 4.d**. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to Improvement Area No. 1, but otherwise shall not be required to pay any other charge, fee or catch-up special tax in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.
- d. Assignment of the Maximum Annual Facilities Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Facilities Special Tax to new Successor Parcels. As a result of each assignment of the Maximum Annual Facilities Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Facilities Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be

greater, than the Assigned Maximum Annual Facilities Special Tax for that Original Parcel or Successor Parcel.

1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum Annual CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Facilities Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Facilities Special Tax to Single-Family Parcels. All references to Maximum Annual Facilities Special Taxes in the attachments are subject to application by the Tax Escalation Factor by the Administrator:
 - A. Multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.
 - B. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.1.d.A above to each Single-Family Parcel created by the Subdivision.
 - C. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
 - D. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Assigned Maximum Annual Facilities Special Tax is apportioned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:
- A. Apportion the Assigned Maximum Annual Facilities Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.
 - B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.
 - C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.d.2.B above to each Single-Family Parcel created by the Subdivision.
 - D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
 - E. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum

Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

- F. For the Remainder Parcel or Parcels, identify the Maximum Annual Facilities Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by the Subdivision, including Single-Family Parcels with Affordable Units. Subtract the sum of the Maximum Annual Facilities Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Facilities Special Tax assigned to the Remainder Parcel or Parcels in Step 4.d.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.d.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

- 3. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:
 - A. Identify the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.
 - B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Facilities Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Category. For each Taxable Parcel created by Subdivision that includes Affordable Units, multiply the number of Affordable Units by the Tax per Unit for such Affordable Units.
 - C. Sum the Maximum Annual Facilities Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.
 - D. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being subdivided is greater

than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit or per Acre for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.

4. If Multifamily Residential Units are Constructed on an Original or Successor Parcel: If a Building Permit for Multifamily Residential—For Rent uses is issued for an Original or Successor Parcel, identify the Maximum Annual Facilities Special Tax for the Taxable Parcel in **Attachment 3**. Assign this amount as the Maximum Annual Facilities Special Tax for the Parcel.

If a Building Permit for Multifamily Residential—For Sale uses is issued for an Original or Successor Parcel, use the following procedure to assign the Maximum Annual Facilities Special Tax to Successor Parcels.

- A. Multiply the Maximum Annual Facilities Special Tax per Unit for High Density Residential Units from **Attachment 2** by the number of High Density Residential Units (excluding Affordable Units) created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Units created by the Building Permit.
 - B. Multiply the Maximum Annual Facilities Special Tax per Unit High Density Residential Affordable Units from **Attachment 2** by the number of High Density Residential Affordable Units created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Affordable Units created by the Building Permit.
 - C. Sum the results from **Section 4.d.4.A** and **Section 4.d.4.B.** and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel with the issued Building Permit. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.
 - D. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to the Building Permit is greater than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.
- e. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of

the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Facilities Special Tax per Unit based on their Tax Category as shown in **Attachment 2**, as adjusted by the Tax Escalation Factor so long as the Special Tax does not decrease on such a Unit.

- f. Transfer of the Assigned Maximum Annual Facilities Special Tax from One Large Lot Parcel to Another. The Maximum Annual Facilities Special Taxes shown in **Attachment 3** were determined based on the Expected Land Uses for each Large Lot Parcel shown in **Attachment 1**. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording a Final Small Lot Subdivision Map in any portion of the Large Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Facilities Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the CFO, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to **Attachments 2, 3, or 4** of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to effect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and **Attachments 2, 3, or 4**. Before the transfer, the City may require a deposit from the requesting property owner for such costs.
- g. Reduction of the Maximum Annual Facilities Special Tax Prior to First Bond Sale. At the request of the Master Builder, the Maximum Annual Special Taxes set forth in **Attachments 2, 3 and 4** may be reduced for a given Tax Category, once, prior to the First Bond Sale. The reduction in this paragraph (g) may occur in a single Tax Category or multiple Tax Categories, and there shall be no requirement that the reduction in one Tax Category be proportionate to the reduction in another Tax Category. Such reduction shall be made without a vote of the qualified electors within the CFD following discussion with the Master Builder and the City. Any such reduction shall occur at least 30 days prior to the First Bond Sale. The Special Tax reductions permitted pursuant to this paragraph shall be reflected in an Amended Notice of Special Tax Lien, which the Administrator shall cause to be recorded.
- h. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Facilities Special Tax. The Maximum Annual Facilities Special Tax for the newly Taxable Parcel will be determined using the provisions of **Sections 4 and 5** of the RMA.
- i. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Facilities Special Tax from the previously Taxable Parcel is transferred to the new

Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

5. Administrative Tasks for the Maintenance Special Tax

This section discusses the administrative tasks for the Maintenance Special Tax, which shall be applicable after the Transition Event.

The provisions of **Section 5** shall apply to Improvement Area No. 1. as set forth below:

- a. Assignment of the Maximum Annual Maintenance Special Tax to Developed Parcels.
In the Fiscal Year following the Transition Event, the Administrator shall assign the Maximum Annual Maintenance Special Tax to all Developed Parcels using the Maximum Annual Special Tax Rates for the Maintenance Special Tax by Tax Category shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.
- b. Assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels.
After the Transition Event, if Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the steps in **Section 4.d** to assign the Maximum Annual Maintenance Special Tax to new Successor Parcels. ***When applying Section 4.d after the Transition Event, the Administrator shall substitute Maintenance Special Tax for Facilities Special Tax and shall substitute Maximum Annual Maintenance Special Tax for Maximum Annual Facilities Special Tax.***
- c. Assignment of the Maximum Annual Maintenance Special Tax to Annexation Parcels.
If Parcels are annexed to Improvement Area No. 1 after formation, the Maximum Annual Maintenance Special Tax shall be assigned to these Annexation Parcels using the definitions in **Section 2** and the Maximum Annual Maintenance Special Tax per Unit or Acre shown in **Attachment 4** as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Maintenance Special Taxes. **Attachment 1** may be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable tax rates. If new Maximum Annual Maintenance Special Taxes are created, **Attachment 4** should be amended to reflect the Maximum Annual Maintenance Special Taxes for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels described in this section. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to Improvement Area No. 1, but otherwise shall not be required to pay any other charge, fee or catch-up special tax in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.

- d. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Maintenance Special Tax per Unit based on their Tax Category as shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.
- e. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Maintenance Special Tax. The Maximum Annual Maintenance Special Tax for the newly Taxable Parcel will be determined using the provisions of **Sections 5** and **6** of the RMA.
- f. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Maintenance Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

6. Assignment of the Maximum Annual Special Tax

The Administrator shall assign the Maximum Annual Special Tax using the procedures identified below:

- a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in **Section 2**, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:
 - 1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
 - 2. Each Parcel to be classified as a Developed Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
- b. Assignment of the Maximum Annual Facilities Special Tax to Taxable Parcels. The Maximum Annual Facilities Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.

- c. Assignment of the Maximum Annual Maintenance Special Tax to Taxable Parcels. In the Fiscal Year following the Transition Event, the Maximum Annual Maintenance Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Sections 4 and 5.**

7. Calculating Annual Special Taxes

This section discusses the levy of the Facilities Special Tax and the Maintenance Special Tax. Collectively, these Special Taxes are included in the discussion of the assignment of the Maximum Annual Special Taxes. For the period following CFD formation until the Fiscal Year in which the Transition Event occurs, the Maximum Annual Special Tax shall refer to the Facilities Special Tax. Beginning with the Transition Year, the Maximum Annual Special Tax shall refer to the Maintenance Special Tax.

The Administrator will compute the Annual Facilities Costs or Annual Maintenance Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4, 5, and 6.** The Administrator then will determine the tax levy for each Taxable Parcel using the following process.

Facilities Special Tax Levy

- a. Compute the Annual Facilities Costs using the definition of Annual Facilities Costs in **Section 2.**
- b. For all Taxable Parcels, calculate the Facilities Special Tax levy for each using the following steps:
 - Step 7.b.1. The Facilities Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Facilities Cost or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Developed Parcels, whichever is less.
 - Step 7.b.2. If additional revenue is needed after *Step 7.b.1.*, the Facilities Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed in *Step 7.b.1.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Small Lot Tentative Map Parcels. As necessary, the Facilities Special Tax shall be levied on Small Lot Tentative Map Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.
 - Step 7.b.3. If additional revenue is needed after *Step 7.b.2.*, the Facilities Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed through *Step 7.b.2.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Large Lot Parcels. As necessary, the

Facilities Special Tax shall be levied on Large Lot Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

- Step 7.b.4. If additional revenue is needed after *Step 7.b.3.*, the Facilities Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amounts computed through *Step 7.b.3.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Undeveloped Parcels. As necessary, the Facilities Special Tax shall be levied on Undeveloped Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Maintenance Special Tax Levy

- c. Beginning in the Transition Year, compute the Annual Maintenance Cost using the definition of Annual Maintenance Costs in **Section 2**.
- d. For all Taxable Parcels, calculate the Maintenance Special Tax levy for each using the following steps:

Step 7.d.1. The Maintenance Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Maintenance Cost or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Developed Parcels, whichever is less.

Step 7.d.2. If additional revenue is needed after *Step 7.d.1.*, the Maintenance Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed in *Step 7.d.1.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Small Lot Tentative Map Parcels.

Step 7.d.3. If additional revenue is needed after *Step 7.d.2.*, the Maintenance Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed through *Step 7.d.2.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Large Lot Parcels.

Step 7.d.4. If additional revenue is needed after *Step 7.d.3.*, the Maintenance Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amounts computed through *Step 7.d.3.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Undeveloped Parcels.

- e. Levy on each Taxable Parcel the amount calculated above.
- f. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 10**, send it to the County Auditor requesting

that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will be sent no later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to identify any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

8. Prepayment of the Facilities Special Tax Obligation

Calculations of a Prepayment shall reflect the Improvement Area within which the Parcel seeking to prepay resides. A property owner may at any time prepay either 25 percent or 50 percent of the Full Prepayment, except that the City may allow a partial prepayment of any percentage up to 50 percent of the Full Prepayment to be made as a "buy down" of the rate for purposes of marketing the property by a builder or developer of land to be sold for Residential Use. In the event such a builder or developer has prepaid a portion of the Facilities Special Tax, the allowable 25 percent or 50 percent partial prepayment of the Facilities Special Tax that can be made by a subsequent owner shall be reduced by the amount so prepaid by the builder or developer. Full Prepayment is permitted only for Nonresidential Use Parcels; Full Prepayment is not allowable for Residential Use Parcels.

Prepayments must be made in sufficient time to, in the City's opinion, have the Prepayment reflected in the following Fiscal Year's Special Tax levy.

Prepayment is permitted only under the following additional conditions:

- The landowner prepaying the Facilities Special Tax on a Parcel has paid any delinquent Facilities Special Tax and penalties on that Parcel at or before or at the time of Prepayment.
- Following Prepayment, amounts in any debt service reserve fund are equal to or greater than the reserve fund requirement.
- The City determines that the Prepayment will not jeopardize its ability to make timely payments of Debt Service and maintain a 110 percent annual Debt Service coverage based on Maximum Annual Special Tax Revenues in all years in which issued Bonds will be outstanding.
- The portion of the Prepayment for the Development Impact Fee Deferral shall only be used to pay for the Development Impact Fee Deferral whether it was or is to be funded through annual special tax payments or through bonded indebtedness.

When permitted, the Administrator shall calculate Prepayments using the following steps:

- a. The Full Prepayment amount shall be established by following the steps below:

Step 8.a.1: Determine the percentage of the Maximum Facilities Special Tax for the Taxable Parcel for which the Facilities Special Tax is to be prepaid using

the provisions of **Sections 4, 5, and 6**. If the Parcel is not designated as a Developed Parcel, determine the applicable Facilities Special Tax for the Parcel assuming it is a Developed Parcel.

Step 8.a.2: Increase the Maximum Facilities Special Tax by 2 percent per annum for the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax as a Developed Parcel, or (ii) the end of the then-remaining Initial Bonding Period.

Step 8.a.3: Using a discounted rate equal to the most current yield for the 30-Year Treasury Constant Maturity, calculate the net present value of the revenue stream determined *Step 8.a.2*. If this yield is no longer available, the Administrator will select a yield rate from the most comparable type of security.

Step 8.a.4: Calculate this Parcel's Maximum Annual Facilities Special Tax as a percentage of the Maximum Annual Facilities Special Tax Revenue, assuming all Taxable Parcels are Developed Parcels to determine the Benefit Share for the prepaying Parcel. Multiply the Benefit Share by the Outstanding Bonds to determine the Bond Share for the prepaying Parcel. Multiply the Benefit Share by the Remaining Facilities Costs, as increased by ENR-CCI from the Base Year, to determine the Remaining Facilities Cost Share for the prepaying Parcel. Add the Bond Share to Remaining Facilities Cost Share for the prepaying Parcel.

Step 8.a.5: Use the greater of the amounts determined in Step 8.a.3 or Step 8.a.4 for the following calculations.

Step 8.a.6: Add to the amount from in *Step 8.a.5* interest on the Bonds being redeemed to the next redemption date.

Step 8.a.7: Add to the amount calculated in *Step 8.a.6* a redemption premium on the Bonds being redeemed (if any) as identified in the Bond Indenture(s).

Step 8.a.8: Add to the amount calculated in *Step 8.a.7* the Development Impact Fee Deferral amount applicable to the Parcel, as adjusted for inflation. If Bonds have been issued to finance the Development Impact Fee Deferral, follow *Steps 8.a.2 and 8.a.3*, using for *Step 8.a.2* the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax during the Deferral Bonding Period, or (ii) the end of the then-remaining Deferral Bonding Period.

Step 8.a.9: Add the administrative cost of processing the Prepayment to the amount calculated in *Step 8.a.8*.

Step 8.a.10: The amount in *Step 8.a.9* is the amount of the Full Prepayment of the Maximum Annual Special Tax for the Taxable Parcel.

b. Partial Prepayments will be calculated as described below:

The amount of any Partial Prepayment is limited to a maximum of 50 percent of the Full Prepayment amount determined in Step 8. a.10. When a Partial Prepayment is made, the full amount of Administrative fees and expenses determined in *Step 8.a.7* shall be included in the Partial Prepayment calculation. The Facilities Special Tax that can be levied on a Parcel after a Partial Prepayment is made is equal to the Maximum Facilities Special Tax multiplied by one minus the percentage that has been prepaid.

9. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the CFO appealing the levy of the Special Tax. The CFO then will promptly review the appeal and, if necessary, will meet with the applicant. If the CFO verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the CFO may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in Improvement Area No. 1 that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in Improvement Area No. 1, provided such amendment is only applicable to such owner's land and does not reduce the total Maximum Annual CFD Special Tax Revenue.

10. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

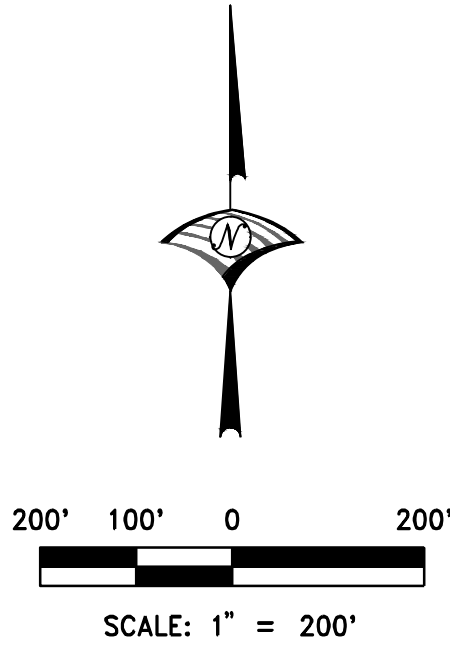
IDENTIFICATION OF LARGE LOTS

AMORUSO RANCH - CFD #1

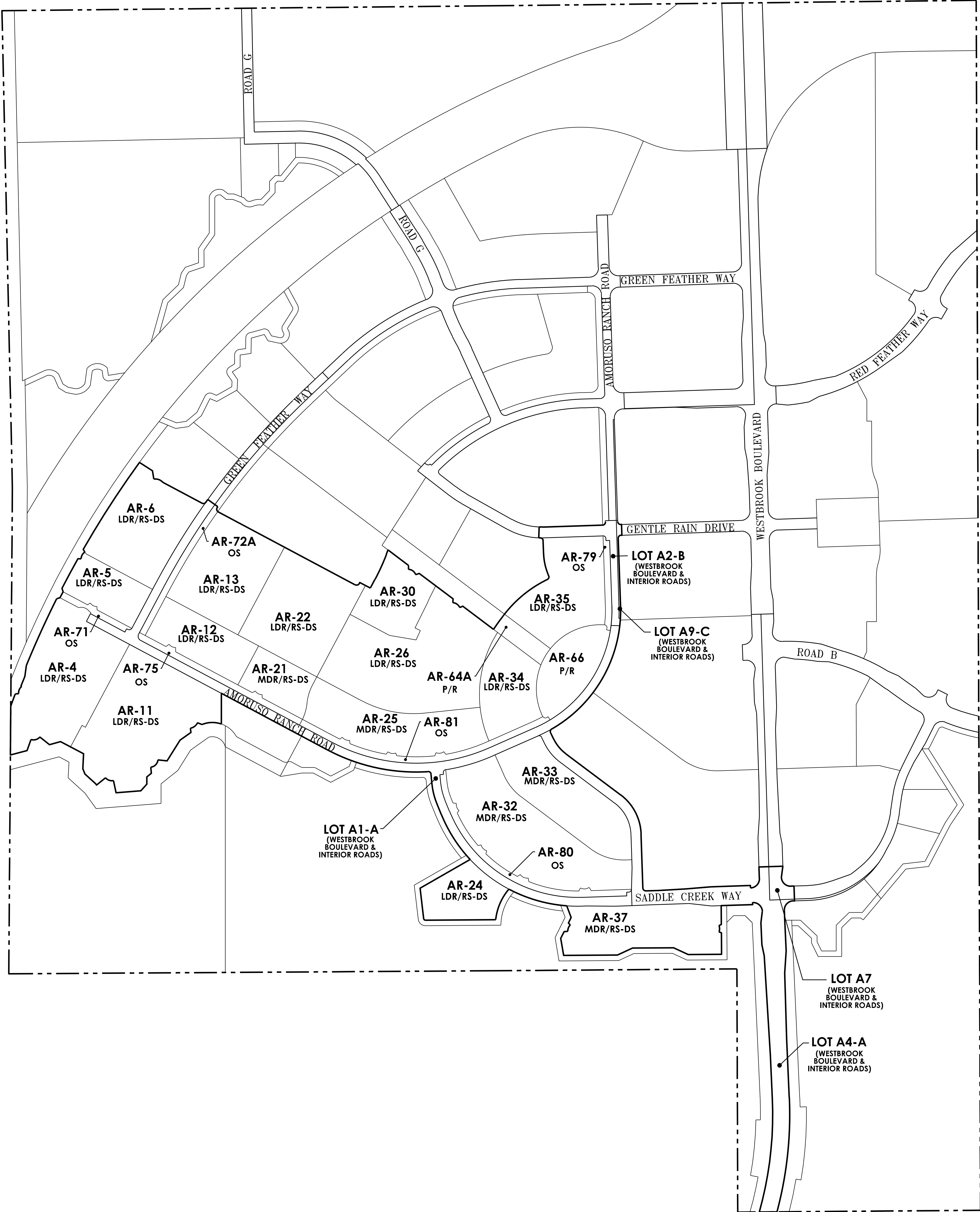
BROOKFIELD RESIDENTIAL

ROSEVILLE CALIFORNIA

MARCH 8, 2023
REVISED: MARCH 13, 2023



Lot ID	Land Use	Area (AC)	Units
AR-4	LDR	7.21	31
AR-5	LDR	2.39	10
AR-6	LDR	5.37	25
AR-11	LDR	8.24	38
AR-12	LDR	3.13	16
AR-13	LDR	5.37	30
AR-21	MDR	2.05	15
AR-22	LDR	6.04	32
AR-24	LDR	2.50	12
AR-25	MDR	5.29	38
AR-26	LDR	9.29	48
AR-30	LDR	2.86	13
AR-32	MDR	7.78	58
AR-33	MDR	5.14	42
AR-34	LDR	3.21	14
AR-35	LDR	4.82	20
AR-37	MDR	4.96	39
AR-64A	P/R	0.74	0
AR-71	OS	0.33	0
AR-72A	OS	0.64	0
AR-75	OS	0.84	0
AR-79	OS	0.39	0
AR-80	OS	1.16	0
AR-81	OS	1.19	0
LOT A1-A	RW	6.30	0
LOT A2-B	RW	1.07	0
LOT A4-A	RW	7.00	0
LOT A7	RW	0.41	0
LOT A9-C	RW	0.13	0



Attachment 2
Amoruso Ranch CFD No. 1 (Public Infrastructure)
Maximum Annual Facilities Special Taxes by Tax Category
for the Base Year of FY 2023-24 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Facilities Special Tax per Unit/Taxable Acre	
	Before Transition Event [1]	After Transition Event
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR)	\$4,300.00	\$0.00
Large Lots AR-4, AR-5, AR-6, AR-11, AR-34, AR-35		
Low Density Residential (LDR)	\$3,600.00	\$0.00
Large Lots AR-12, AR-13, AR-22, AR-24, AR-26, AR-30		
Medium Density Residential (MDR)	\$3,000.00	\$0.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$0.00	\$0.00
High Density Residential (HDR) For-Rent [2]	\$0.00	\$0.00
Affordable Medium Density Residential	\$1,500.00	\$0.00
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	<u>per Taxable Acre</u>
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$27,772.37	\$0.00

att2

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Attachment 3

Amoruso Ranch CFD No. 1 (Public Infrastructure)

Assigned Maximum Annual Facilities Special Taxes for Original Parcels for the Base Year of FY 2023-24 (Improvement Area No. 1)

Large Lot Number [1]	Original Parcel(s)	Tax Category	Expected Land Uses		Planned Units per Acre	Assigned Maximum Annual Facilities Special Tax per Unit	Assigned Maximum Annual Facilities Special Tax per Taxable Acre	Assigned Maximum Facilities Special Tax per Village
			Acres	Planned Units				
Improvement Area No. 1 Phase 1 (Sub-phase 1A)						[2] [3]	[2] [3]	[2] [3]
AR-4	017-480-001-000	LDR	7.21	31	4.30	\$4,300	\$0	\$133,300
AR-5	017-480-003-000	LDR	2.39	10	4.18	\$4,300	\$0	\$43,000
AR-6	017-480-004-000	LDR	5.37	25	4.66	\$4,300	\$0	\$107,500
AR-11	017-480-023-000	LDR	8.24	38	4.61	\$4,300	\$0	\$163,400
AR-12	017-480-007-000	LDR	3.13	16	5.11	\$3,600	\$0	\$57,600
AR-13	017-480-006-000	LDR	5.39	30	5.57	\$3,600	\$0	\$108,000
AR-21	017-480-009-000	MDR	2.05	15	7.32	\$3,000	\$0	\$45,000
AR-22	017-480-010-000	LDR	6.05	32	5.29	\$3,600	\$0	\$115,200
AR-24	017-480-030-000	LDR	2.50	12	4.80	\$3,600	\$0	\$43,200
AR-25	017-480-011-000	MDR	5.29	38	7.18	\$3,000	\$0	\$114,000
AR-26	017-480-012-000	LDR	9.26	48	5.18	\$3,600	\$0	\$172,800
AR-30	017-480-013-000	LDR	2.89	13	4.50	\$3,600	\$0	\$46,800
AR-32	017-480-046-000	MDR	7.78	58	7.46	\$3,000	\$0	\$174,000
AR-33	017-480-045-000	MDR	5.14	42	8.17	\$3,000	\$0	\$126,000
AR-34	017-480-021-000	LDR	3.21	14	4.36	\$4,300	\$0	\$60,200
AR-35	017-480-019-000	LDR	4.82	20	4.15	\$4,300	\$0	\$86,000
AR-37	017-480-031-000	MDR	4.96	39	7.86	\$3,000	\$0	\$117,000
AR-64A	Por. 017-480-014-000	Park	0.74	n/a	n/a	\$0	\$0	\$0
AR-71	017-480-002-000	OS/(Paseos)	0.33	n/a	n/a	\$0	\$0	\$0
AR-72A	Por. 017-480-048-000	OS/(Paseos)	0.64	n/a	n/a	\$0	\$0	\$0
AR-75	017-480-008-000	OS/(Paseos)	0.84	n/a	n/a	\$0	\$0	\$0
AR-79	017-480-018-000	OS/(Paseos)	0.39	n/a	n/a	\$0	\$0	\$0
AR-80	017-480-047-000	OS/(Paseos)	1.16	n/a	n/a	\$0	\$0	\$0
AR-81	017-480-022-000	OS/(Paseos)	1.19	n/a	n/a	\$0	\$0	\$0
A1-A	0	ROW	6.30	n/a	n/a	\$0	\$0	\$0
A2-B	0	ROW	1.07	n/a	n/a	\$0	\$0	\$0
A4-A	0	ROW	7.00	n/a	n/a	\$0	\$0	\$0
A-7	0	ROW	0.41	n/a	n/a	\$0	\$0	\$0
A9-C	0	ROW	0.13	n/a	n/a	\$0	\$0	\$0
Totals			105.88	481				\$1,713,000

att3

[1] Indicates village identifier assigned by City in the Amoruso Ranch Specific Plan.

[2] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[3] If amended to include Annexation Parcels, the Maximum Annual Special Tax for Annexation Parcels would also be subject to the Tax Escalation Factor.

Attachment 4
Amoruso Ranch CFD No. 1 (Public Infrastructure)
(Improvement Area No. 1)
Maximum Annual Maintenance Special Taxes by Tax Category
for the Base Year of FY 2023-24 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Maintenance Special Tax per Unit/Taxable Acre	
	Before Transition Event [1]	After Transition Event [1]
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR) Large Lots AR-4, AR-5, AR-6, AR-11, AR-34, AR-35	\$0.00	\$2,150.00
Low Density Residential (LDR) Large Lots AR-12, AR-13, AR-22, AR-24, AR-26, AR-30	\$0.00	\$1,800.00
Medium Density Residential (MDR)	\$0.00	\$1,500.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$0.00	\$0.00
High Density Residential (HDR) For-Rent [2]	\$0.00	\$0.00
Affordable Medium Density Residential	\$0.00	\$750.00
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$0.00	\$0.00

att4

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

LEGEND

PROPOSED CFD BOUNDARY AND BOUNDARY OF IMPROVEMENT AREA NO. 1

AREAS OF FUTURE ANNEXATION

PROPOSED BOUNDARY MAP

AMORUSO RANCH

COMMUNITIES FACILITIES DISTRICT NO. 1

(PUBLIC FACILITIES)

BEING A PORTION OF SECTIONS 11 AND 14,
T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS ____ DAY OF _____, 20____.

BY: _____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20____ BY IT'S RESOLUTION NO. _____.

BY: _____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE

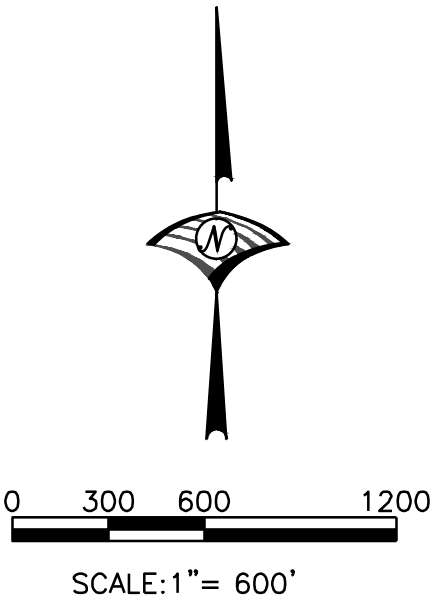
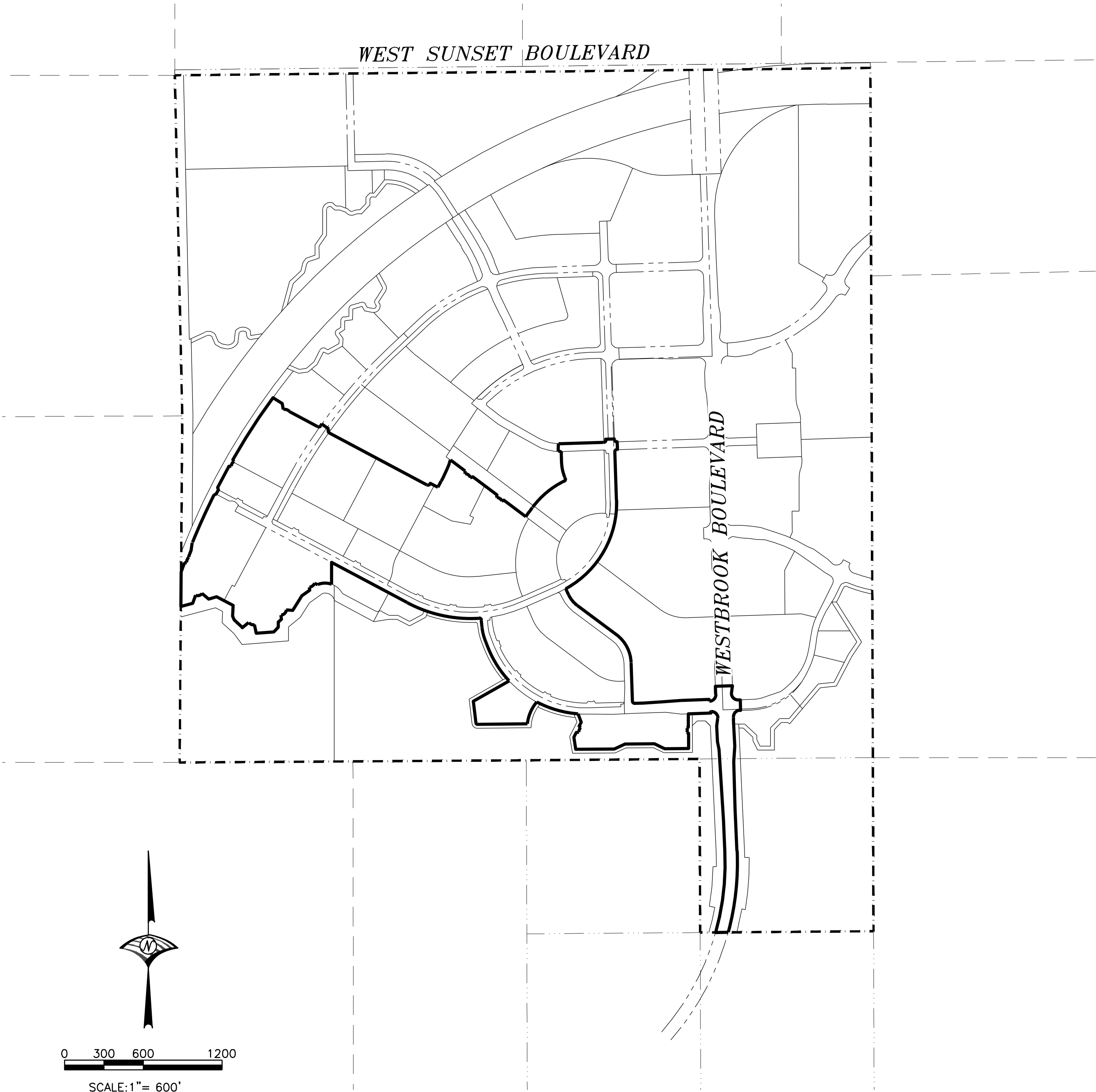
RECORDER'S STATEMENT

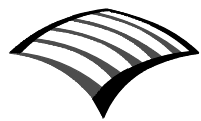
FILED THIS ____ DAY OF _____, 20____, AT _____M. IN BOOK _____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO.: _____

FEE: \$ _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER





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BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

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NOVEMBER 2022

Sheet 1 of 1

3651.010

EXHIBIT C

**CITY OF ROSEVILLE
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
PLACER COUNTY, CALIFORNIA**

Property Owner and Assessor Parcel Number

APN	OWNER
017-480-001-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-003-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-004-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-023-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-007-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-006-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-009-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-010-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-030-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-011-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-012-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-013-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-046-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-045-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-021-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-019-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-031-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-014-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-002-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-048-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-008-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-018-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-047-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-022-000	BROOKFIELD SACRAMENTO HOLDINGS LLC

The Economics of Land Use



Final Hearing Report

Amoruso Ranch Community Facilities District No. 2 (Public Services)

Prepared for:
City of Roseville

Prepared by:
Economic & Planning Systems, Inc. (EPS)

*Economic & Planning Systems, Inc.
455 Capitol Mall, Suite 701
Sacramento, CA 95814
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*Oakland
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Denver
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April 2023

EPS #222064

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Exhibits:

Exhibit A: Rate, Method of Apportionment, and
Manner of Collection of Special Tax

Exhibit B: List of Authorized Facilities and Services

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1. Introduction

Background

The City of Roseville (City) retained Economic & Planning Systems, Inc. (EPS) to support its efforts to create a Mello-Roos Community Facilities District (CFD) for the Amoruso Ranch Specific Plan (ARSP). The objective of establishing a CFD is to create a land-secured funding mechanism to be used to fund maintenance of authorized services of the CFD. The CFD is being formed for the entire project area included in the ARSP. The ARSP consists of an approximately 695-acre site located in the northwest edge of the City of Roseville. The overall project area is approved for approximately 2,827 dwelling units (approximately 1,100 low-density residential [LDR] units, 695 medium-density residential [MDR] units, 1,032 high-density residential [HDR] units and approximately 51.1 acres of commercial uses.

The CFD boundary initially is proposed to include all of the territory included in ARSP.

Formation of the City's CFD No. 2 (Public Services) has been initiated with the adoption of the Resolution of Intention (ROI) to form the CFD. The City Council (Council) adopted the ROI on April 5, 2023. The Resolution of Formation (ROF) will be considered by the Council on May 17, 2023.

Purpose of the CFD

The CFD is being formed to fund maintenance and operation of authorized services of the ARSP under the Mello-Roos Act. **Map 1** shows the boundaries of the CFD.

Organization of the Report

This report consists of these 4 chapters and 2 exhibits:

- **Chapter 1** includes this introduction.
- **Chapter 2** describes the proposed land uses in the CFD.
- **Chapter 3** describes authorized services to be funded in the CFD and the estimated maintenance costs.
- **Chapter 4** describes the structure of the CFD.
- **Exhibit A** provides the Rate, Method of Apportionment, and Manner of Collection of Special Tax (RMA).
- **Exhibit B** provides the List of Authorized Services.

2. Land Uses

The City intends to form Amoruso Ranch CFD No. 2 over the territory included in the ARSP. The ARSP consists of an approximately 695-acre site located in the northwest edge of the City of Roseville. The overall project area is approved for approximately 2,827 dwelling units (approximately 1,100 low-density residential [LDR] units, 695 medium-density residential [MDR] units, 1,032 high-density residential [HDR] units and approximately 51.1 acres of commercial uses.

Table 1, below, identifies the villages as designated in the ARSP that are within the proposed CFD boundary.

Table 1
Amoruso Ranch CFD No. 2 (Public Services)
CFD Land Uses

Lot Number	APN	Land Uses	Acres	Planned Units	Density
AR-4	017-480-001-000	LDR	7.21	31	4.30
AR-5	017-480-003-000	LDR	2.39	10	4.18
AR-6	017-480-004-000	LDR	5.37	25	4.66
AR-11	017-480-023-000	LDR	8.24	38	4.61
AR-12	017-480-007-000	LDR	3.13	16	5.11
AR-13	017-480-006-000	LDR	5.39	30	5.57
AR-21	017-480-009-000	MDR	2.05	15	7.32
AR-22	017-480-010-000	LDR	6.05	32	5.29
AR-24	017-480-030-000	LDR	2.50	12	4.80
AR-25	017-480-011-000	MDR	5.29	38	7.18
AR-26	017-480-012-000	LDR	9.26	48	5.18
AR-30	017-480-013-000	LDR	2.89	13	4.50
AR-32	017-480-046-000	MDR	7.78	58	7.46
AR-33	017-480-045-000	MDR	5.14	42	8.17
AR-34	017-480-021-000	LDR	3.21	14	4.36
AR-35	017-480-019-000	LDR	4.82	20	4.15
AR-37	017-480-031-000	MDR	4.96	39	7.86
AR-64A	Por. 017-480-014-000	Park	0.74	n/a	n/a
AR-71	017-480-002-000	OS/(Paseos)	0.33	n/a	n/a
AR-72A	Por. 017-480-048-000	OS/(Paseos)	0.64	n/a	n/a
AR-75	017-480-008-000	OS/(Paseos)	0.84	n/a	n/a
AR-79	017-480-018-000	OS/(Paseos)	0.39	n/a	n/a
AR-80	017-480-047-000	OS/(Paseos)	1.16	n/a	n/a
AR-81	017-480-022-000	OS/(Paseos)	1.19	n/a	n/a
A1-A		ROW	6.30	n/a	n/a
A2-B		ROW	1.07	n/a	n/a
A4-A		ROW	7.00	n/a	n/a
A-7		ROW	0.41	n/a	n/a
A9-C		ROW	0.13	n/a	n/a
AR-1	017-470-001-000	LDR	20.16	70	3.47
AR-2	017-470-019-000	LDR	24.71	101	4.09
AR-3	017-470-002-000	LDR	27.26	84	3.08
AR-7	017-470-011-000	LDR	3.12	19	6.09
AR-8	017-470-014-000	LDR	8.44	56	6.64
AR-9	017-470-040-000	LDR	6.26	42	6.71
AR-10	017-470-020-000	MDR	10.53	138	13.11
AR-14	017-480-005-000	LDR	7.44	50	6.72
AR-15	017-470-036-000	LDR	7.43	49	6.59
AR-16	017-470-034-000	LDR	6.56	45	6.86
AR-17	017-470-031-000	LDR	3.62	24	6.63
AR-18	017-470-030-000	LDR	5.11	33	6.46
AR-19	017-470-028-000	HDR	9.33	230	24.65
AR-23	017-470-033-000	LDR	2.75	19	6.91
AR-27	017-480-015-000	LDR	2.40	15	6.25
AR-28	017-470-027-000	MDR	10.17	129	12.68
AR-31	017-480-016-000	LDR	4.40	27	6.14
AR-36	017-480-042-000	HDR	7.54	113	14.99
AR-38	017-470-023-000	HDR	15.07	380	25.22
AR-39	017-470-025-000	MDR	7.81	66	8.45
AR-40	017-470-024-000	LDR	14.42	81	5.62
AR-42	017-480-037-000	MDR	7.53	76	10.09
AR-43	017-480-036-000	LDR	12.12	82	6.77
AR-44	017-480-040-000	HDR	5.91	150	25.38
AR-45	017-480-041-000	MDR	7.98	94	11.78
AR-46	017-470-013-000	LDR	2.38	13	5.46
AR-50	017-470-037-000	PQP	9.59	n/a	n/a
AR-51	017-480-044-000	CC-VC	14.15	91	6.43
AR-52	017-480-043-000	CC-VC	12.97	68	5.24
AR-53	017-470-022-000	CC	23.71	n/a	n/a
AR-54	017-480-039-000	PQP	2.95	n/a	n/a
AR-55	017-480-035-000	PQP	1.46	n/a	n/a
AR-56	017-470-004-000	PQP	0.28	n/a	n/a

Table 1
Amoruso Ranch CFD No. 2 (Public Services)
CFD Land Uses

Lot Number	APN	Land Uses	Acres	Planned Units	Density
AR-57	017-480-027-000	PQP	0.85	n/a	n/a
AR-58	017-480-056-000	PQP	1.35	n/a	n/a
AR-59	017-480-057-000	PQP	0.65	n/a	n/a
AR-60	017-470-003-000	Park	1.28	n/a	n/a
AR-61	017-470-012-000	Park	1.87	n/a	n/a
AR-62	017-470-021-000	Park	10.34	n/a	n/a
AR-63	017-480-028-000	Park	1.71	n/a	n/a
AR-64B	Por. 017-480-014-000	Park	1.92	n/a	n/a
AR-66	017-480-020-000	Park	2.86	n/a	n/a
AR-67	017-470-026-000	Park	2.02	n/a	n/a
AR-70	017-470-005-000	OS/(Paseos)	0.57	n/a	n/a
AR-72B	Por. 017-480-048-000	OS/(Paseos)	0.34	n/a	n/a
AR-73	017-470-035-000	OS/(Paseos)	0.97	n/a	n/a
AR-74	017-470-041-000	OS/(Paseos)	0.59	n/a	n/a
AR-76	017-470-032-000	OS/(Paseos)	0.33	n/a	n/a
AR-77	017-470-029-000	OS/(Paseos)	0.94	n/a	n/a
AR-78	017-470-038-000	OS/(Paseos)	0.49	n/a	n/a
AR-90	017-470-009-000	OS	3.81	n/a	n/a
AR-91	017-470-007-000	OS	4.16	n/a	n/a
AR-92	017-480-025-000	OS	28.70	n/a	n/a
AR-93	017-480-024-000	OS	3.10	n/a	n/a
AR-94	017-470-016-000	OS	2.30	n/a	n/a
AR-95	017-480-032-000	OS	2.71	n/a	n/a
AR-96	017-480-052-000	OS	2.29	n/a	n/a
AR-97	017-480-033-000	OS	41.68	n/a	n/a
AR-98	017-470-010-000, 017-470-046-000	OS	7.94	n/a	n/a
AR-99	017-470-008-000	OS	0.50	n/a	n/a
AR-100	017-470-006-000	OS	1.22	n/a	n/a
AR-101	017-470-015-000	OS	0.96	n/a	n/a
AR-102	017-470-017-000	OS/(Paseos)	0.64	n/a	n/a
AR-103	017-470-039-000	OS/(Paseos)	0.68	n/a	n/a
AR-104	017-470-018-000	OS/(Paseos)	0.85	n/a	n/a
AR-105	017-480-026-000	OS	38.19	n/a	n/a
AR-106	017-480-029-000	OS	0.66	n/a	n/a
AR-107	017-480-017-000	OS	0.36	n/a	n/a
AR-108	017-480-038-000	OS	0.62	n/a	n/a
AR-109	017-480-055-000	OS	0.77	n/a	n/a
AR-111	017-480-054-000	OS	0.19	n/a	n/a
AR-112	017-480-053-000	OS	1.05	n/a	n/a
AR-113	017-480-034-000	OS	1.84	n/a	n/a
AR-114	017-480-051-000	OS	0.55	n/a	n/a
AR-115	017-480-050-000	OS	0.73	n/a	n/a
AR-116	017-480-049-000	OS	0.26	n/a	n/a
Westbrook Blvd			19.54	n/a	n/a
NAPOTS			50.58	n/a	n/a
Roads			32.01	n/a	n/a
AR-110			20.00	1	0.05
Totals			709.41	2,827	

"land_use"

Source: MacKay & Soms

3. Authorized Services and Estimated Services Costs

This chapter describes the authorized services eligible to be funded through the CFD from special taxes levied under the CFD.

Authorized Services of the CFD

The CFD is authorized to fund certain services required to serve the project. Authorized services are identified in the List of Authorized Services (**Exhibit B** of this report). Authorized services are briefly discussed below.

Open Space

Services include open space improvement, operations and management, monitoring, maintenance (including, but not limited to, general maintenance, signage, benches, striping, City owned fence maintenance, trash and debris collection, and bike trails and their appurtenances [drainage culverts or pipes from adjacent subdivisions] within open space), creation and maintenance of fire breaks, Permits, Vandalism/Graffiti, Flood Conveyance (Vegetation/tree removals), Beaver dam removals, Outfall/drainage swale maintenance, Erosion control/bank stabilization, Native planting/replanting, Pre and post emergent, environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the Environmental Impact Report, maintenance activities as required by the 404 permit and Open Space Overarching Maintenance & Management Plan and repair and replacement of facilities within open space areas.

Landscape Corridors

Services include maintenance of on-site landscape corridors and paseos designed to serve the territory within the CFD, including, but not limited to, general maintenance, masonry walls, accent lighting, water and utility costs.

Medians, Entries, and Entry Monumentation

Services include the maintenance of medians, entries, and entry monumentation.

Leaf Pickup and Street Sweeping

The performance of leaf pick-up and street sweeping designed to serve the territory within the CFD, including along the following roads:

- Westbrook Boulevard.
- West Sunset Boulevard.

Neighborhood Parks

Services include neighborhood park maintenance and repair and replacement.

Storm Water Management

Services include storm water management, water quality structural controls, including, but not limited to, drainage swales constructed between storm drain facilities and receiving waters, and maintenance of flood control facilities including, but not limited to, detention basins and created wetlands.

Transit

Services include bus transfer station, bus shelters, bus stops, and any park-and-ride lots, as well as bus signs.

Other Services

Other services include miscellaneous costs related to any of the items described above, including planning, engineering, GIS, legal, and city and county administration costs. They also include the levy of special taxes to accumulate sinking funds for anticipated future repairs or replacement costs of landscape corridors, irrigation facilities, medians, entries and entry monumentation, lighting, neighborhood parks, storm water management, and other facilities maintained by the CFD as determined by the Administrator.

Formation, Administrative, and Incidental Expenses

Costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check, and other costs related to acceptance of the facilities by the City; payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

Authorized Services Estimated Costs

The City, with assistance from consultants, prepared estimates of the annual cost of providing authorized services within the initial territory included in the CFD. A cost per unit was established for each of the authorized services of the CFD.

City staff, in conjunction with the developer and developer consultants, developed a cash flow model to establish initial-year cost estimates for the various land uses. The results of the analysis became the basis for the initial special tax rates for the CFD.

Table 2 shows the preliminary estimated maintenance costs for major maintenance activities are \$1,133,795 (in 2022 dollars).

Table 2
Amoruso Ranch CFD No. 2 (Public Services)
Authorized Services Costs (2022 \$s)

Item	Quantity	Cost per Unit/ per Year	Total Annual Cost
Residential/Nonresidential Improvements			
Landscape Corridors	18.0 acres	\$13,028	\$234,496
Paseos	10.8 acres	\$13,028	\$140,697
Open Space Corridors		n/a	
NAPOTS	49.3 acres	\$690	\$33,999
Preserve	108.5 acres	\$743	\$80,597
General Open Space	30.6 acres	\$1,252	\$38,315
Bike Paths	6,228.0 lineal feet	\$1.20	\$7,474
Leaf Pick-Up	6.3 miles	\$72.19	\$455
Street sweeping	18.8 miles	\$44.87	\$844
Subtotal Costs			\$536,875
Repair/Replacement Sinking Fund		5%	\$26,844
City Administration		13%	\$73,283
County Administration		1%	\$6,370
Annual Maintenance Costs (Residential/Nonresidential)			\$643,372
Residential Improvements			
Neighborhood Parks	22.8 acres	\$14,475	\$330,031
Stormwater Management	2,826.0 units	\$28	\$79,213
Subtotal Costs			\$409,243
Repair/Replacement Sinking Fund		5%	\$20,462
City Administration		13%	\$55,862
County Administration		1%	\$4,856
Annual Maintenance Costs (Residential)			\$490,423
Total Maintenance Costs			\$1,133,795

"cfd_costs"

Sources: DPGF and EPS

4. Structure of the CFD

Description of the CFD

The CFD is being formed to fund authorized services of the CFD. The attached exhibits are documents contained in the ROF. **Exhibit A** is the CFD RMA. **Exhibit B** is the List of Authorized Services.

The CFD Funding Program

The CFD will be authorized to levy and collect the special tax to pay all annual costs of the CFD.

Allocation of CFD Annual Costs to Taxable Land Uses

Table 3 shows the cost allocation assumptions for residential and nonresidential land uses. Costs are allocated to residential land uses based on an assumed persons-per-household for residential land uses, and an assumed building square footage per employee for nonresidential land uses.

Affordable housing units are not assigned an assumed person-per-household and therefore are not allocated any annual CFD costs.

Determining the Maximum Annual Special Tax

The maximum annual special tax rates for the various land uses (tax categories) are determined using the results of the cost allocations shown in **Table 3**.

Table 4 shows the maximum annual special tax rates by tax category in the base year.

Table 5 shows the assignment of the maximum annual special tax per large lot parcel, using the maximum annual special tax rates per unit/acre times the planned units or acres assigned to each large lot parcel.

Table 3
Amoruso Ranch CFD No. 2 (Public Services)
Allocation of Maintenance Costs to Units (2022 \$s)

Land Use	Developable Acres	Units/ Sq. Ft.	EDU Factor per Unit/ EDU Factor per SF	Total EDUs	Distribution of Persons	Res/Nonres Costs	Residential Costs	Total Costs	Costs per Acre	Costs per Unit/Acre
Residential										
LDR	219.04	1,099	1.00	1,099	40.0%	\$257,359	\$221,450	\$478,809	\$2,186	\$436
MDR	69.24	695	1.00	695	25.3%	\$162,752	\$140,044	\$302,796	\$4,373	\$436
MDR-Afford	0.00	0	1.00	0	0.0%	\$0	\$0	\$0	\$0	\$0
HDR	37.85	873	0.62	541	19.7%	\$126,750	\$109,065	\$235,815	\$6,230	\$270
HDR-Affordable		0	0.62	0	0.0%	\$0	\$0	\$0	\$0	\$0
CMU	5.50	159	0.62	99	3.6%	\$23,085	\$19,864	\$42,949	\$0	\$0
Subtotal	326.13	2,826		2,434	88.6%	\$569,945	\$490,423	\$1,060,368		
Nonresidential										
CC	42.10	442,000	1500	295	10.7%	\$69,004	\$0	\$69,004	\$1,639	\$0.16
CMU	3.20	34,000	1800	19	0.7%	\$4,423	\$0	\$4,423	\$1,382	\$0.13
Subtotal	42.10	442,000		314	11.4%	\$73,427	\$0	\$73,427		
Totals	368.23			2,747	100.0%	\$643,372	\$490,423	\$1,133,795		

"cost_alloc"

Sources: DPMG and EPS.

Table 4
Amoruso Ranch CFD No. 2 (Public Services)
Maximum Annual Special Tax by Tax Category - Base Year

Tax Category	Maximum Annual Special Tax per Unit/Acre [1]
Residential Uses	
	<i>per Unit</i>
Low Density Residential (LDR)	\$435.57
Medium Density Residential (MDR)	\$435.57
Affordable Medium Density Residential (Affordable MDR)	\$0.00
High Density Residential (HDR)	\$270.05
Affordable High Density Residential (Affordable HDR)	\$0.00
Nonresidential Uses	
	<i>per Acre</i>
Mixed Use	\$0.13
Community Commercial (CC)	\$0.16

[1] The Maximum Annual Special Tax per Unit/Acre is increased by the Tax Escalation Factor in each Fiscal Year following the Base Year of FY 2023-24.

Table 5
Amoruso Ranch CFD No. 2 (Public Services)
Maximum Annual Special Tax by Large Lot - Base Year

Large Lot	APN	Land Use	Acres	Planned Units	Building Sq. Ft.	Maximum Annual Special Tax per Unit/Acre [1]	Maximum Annual Special Tax per Large Lot [1]
AR-4	017-480-001-000	LDR	7.21	31		\$435.57	\$13,502.67
AR-5	017-480-003-000	LDR	2.39	10		\$435.57	\$4,355.70
AR-6	017-480-004-000	LDR	5.37	25		\$435.57	\$10,889.25
AR-11	017-480-023-000	LDR	8.24	38		\$435.57	\$16,551.66
AR-12	017-480-007-000	LDR	3.13	16		\$435.57	\$6,969.12
AR-13	017-480-006-000	LDR	5.39	30		\$435.57	\$13,067.10
AR-21	017-480-009-000	MDR	2.05	15		\$435.57	\$6,533.55
AR-22	017-480-010-000	LDR	6.05	32		\$435.57	\$13,938.24
AR-24	017-480-030-000	LDR	2.50	12		\$435.57	\$5,226.84
AR-25	017-480-011-000	MDR	5.29	38		\$435.57	\$16,551.66
AR-26	017-480-012-000	LDR	9.26	48		\$435.57	\$20,907.36
AR-30	017-480-013-000	LDR	2.89	13		\$435.57	\$5,662.41
AR-32	017-480-046-000	MDR	7.78	58		\$435.57	\$25,263.06
AR-33	017-480-045-000	MDR	5.14	42		\$435.57	\$18,293.94
AR-34	017-480-021-000	LDR	3.21	14		\$435.57	\$6,097.98
AR-35	017-480-019-000	LDR	4.82	20		\$435.57	\$8,711.40
AR-37	017-480-031-000	MDR	4.96	39		\$435.57	\$16,987.23
AR-64A	Por. 017-480-014-000	Park	0.74	n/a		\$0.00	\$0.00
AR-71	017-480-002-000	OS/(Paseos)	0.33	n/a		\$0.00	\$0.00
AR-72A	Por. 017-480-048-000	OS/(Paseos)	0.64	n/a		\$0.00	\$0.00
AR-75	017-480-008-000	OS/(Paseos)	0.84	n/a		\$0.00	\$0.00
AR-79	017-480-018-000	OS/(Paseos)	0.39	n/a		\$0.00	\$0.00
AR-80	017-480-047-000	OS/(Paseos)	1.16	n/a		\$0.00	\$0.00
AR-81	017-480-022-000	OS/(Paseos)	1.19	n/a		\$0.00	\$0.00
A1-A		ROW	6.30	n/a		\$0.00	\$0.00
A2-B		ROW	1.07	n/a		\$0.00	\$0.00
A4-A		ROW	7.00	n/a		\$0.00	\$0.00
A-7		ROW	0.41	n/a		\$0.00	\$0.00
A9-C		ROW	0.13	n/a		\$0.00	\$0.00
AR-1	017-470-001-000	LDR	20.16	70		\$435.57	\$30,489.90
AR-2	017-470-019-000	LDR	24.71	101		\$435.57	\$43,992.57
AR-3	017-470-002-000	LDR	27.26	84		\$435.57	\$36,587.88
AR-7	017-470-011-000	LDR	3.12	19		\$435.57	\$8,275.83
AR-8	017-470-014-000	LDR	8.44	56		\$435.57	\$24,391.92
AR-9	017-470-040-000	LDR	6.26	42		\$435.57	\$18,293.94
AR-10	017-470-020-000	MDR	10.53	138		\$435.57	\$60,108.66
AR-14	017-480-005-000	LDR	7.44	50		\$435.57	\$21,778.50
AR-15	017-470-036-000	LDR	7.43	49		\$435.57	\$21,342.93
AR-16	017-470-034-000	LDR	6.56	45		\$435.57	\$19,600.65
AR-17	017-470-031-000	LDR	3.62	24		\$435.57	\$10,453.68
AR-18	017-470-030-000	LDR	5.11	33		\$435.57	\$14,373.81
AR-19	017-470-028-000	HDR	9.33	230		\$270.05	\$62,111.50
AR-23	017-470-033-000	LDR	2.75	19		\$435.57	\$8,275.83
AR-27	017-480-015-000	LDR	2.40	15		\$435.57	\$6,533.55
AR-28	017-470-027-000	MDR	10.17	129		\$435.57	\$56,188.53
AR-31	017-480-016-000	LDR	4.40	27		\$435.57	\$11,760.39
AR-36	017-480-042-000	HDR	7.54	113		\$270.05	\$30,515.65
AR-38	017-470-023-000	HDR	15.07	380		\$270.05	\$102,619.00
AR-39	017-470-025-000	MDR	7.81	66		\$435.57	\$28,747.62
AR-40	017-470-024-000	LDR	14.42	81		\$435.57	\$35,281.17
AR-42	017-480-037-000	MDR	7.53	76		\$435.57	\$33,103.32
AR-43	017-480-036-000	LDR	12.12	82		\$435.57	\$35,716.74
AR-44	017-480-040-000	HDR	5.91	150		\$270.05	\$40,507.50
AR-45	017-480-041-000	MDR	7.98	94		\$435.57	\$40,943.58
AR-46	017-470-013-000	LDR	2.38	13		\$435.57	\$5,662.41
AR-50	017-470-037-000	PQP	9.59	n/a		\$0.00	\$0.00

Table 5
Amoruso Ranch CFD No. 2 (Public Services)
Maximum Annual Special Tax by Large Lot - Base Year

Large Lot	APN	Land Use	Acres	Planned Units	Building Sq. Ft.	Maximum Annual Special Tax per Unit/Acre [1]	Maximum Annual Special Tax per Large Lot [1]
AR-51	017-480-044-000	HDR	14.15	91		\$270.05	\$24,574.55
		CC			105,551	\$0.16	\$16,888.16
		MU			18,627	\$0.13	\$2,421.51
AR-51 Total							\$43,884.22
AR-52	017-480-043-000	HDR	12.97	68		\$270.05	\$18,363.40
		CC			96,749	\$0.16	\$15,479.84
		MU			17,073	\$0.13	\$2,219.49
AR-52 Total							\$36,062.73
AR-53	017-470-022-000	CC	23.71	n/a	238,000	\$0.16	\$38,080.00
AR-54	017-480-039-000	PQP	2.95	n/a		\$0.00	\$0.00
AR-55	017-480-035-000	PQP	1.46	n/a		\$0.00	\$0.00
AR-56	017-470-004-000	PQP	0.28	n/a		\$0.00	\$0.00
AR-57	017-480-027-000	PQP	0.85	n/a		\$0.00	\$0.00
AR-58	017-480-056-000	PQP	1.35	n/a		\$0.00	\$0.00
AR-59	017-480-057-000	PQP	0.65	n/a		\$0.00	\$0.00
AR-60	017-470-003-000	Park	1.28	n/a		\$0.00	\$0.00
AR-61	017-470-012-000	Park	1.87	n/a		\$0.00	\$0.00
AR-62	017-470-021-000	Park	10.34	n/a		\$0.00	\$0.00
AR-63	017-480-028-000	Park	1.71	n/a		\$0.00	\$0.00
AR-64B	Por. 017-480-014-000	Park	1.92	n/a		\$0.00	\$0.00
AR-66	017-480-020-000	Park	2.86	n/a		\$0.00	\$0.00
AR-67	017-470-026-000	Park	2.02	n/a		\$0.00	\$0.00
AR-70	017-470-005-000	OS/(Paseos)	0.57	n/a		\$0.00	\$0.00
AR-72B	Por. 017-480-048-000	OS/(Paseos)	0.34	n/a		\$0.00	\$0.00
AR-73	017-470-035-000	OS/(Paseos)	0.97	n/a		\$0.00	\$0.00
AR-74	017-470-041-000	OS/(Paseos)	0.59	n/a		\$0.00	\$0.00
AR-76	017-470-032-000	OS/(Paseos)	0.33	n/a		\$0.00	\$0.00
AR-77	017-470-029-000	OS/(Paseos)	0.94	n/a		\$0.00	\$0.00
AR-78	017-470-038-000	OS/(Paseos)	0.49	n/a		\$0.00	\$0.00
AR-90	017-470-009-000	OS	3.81	n/a		\$0.00	\$0.00
AR-91	017-470-007-000	OS	4.16	n/a		\$0.00	\$0.00
AR-92	017-480-025-000	OS	28.70	n/a		\$0.00	\$0.00
AR-93	017-480-024-000	OS	3.10	n/a		\$0.00	\$0.00
AR-94	017-470-016-000	OS	2.30	n/a		\$0.00	\$0.00
AR-95	017-480-032-000	OS	2.71	n/a		\$0.00	\$0.00
AR-96	017-480-052-000	OS	2.29	n/a		\$0.00	\$0.00
AR-97	017-480-033-000	OS	41.68	n/a		\$0.00	\$0.00
AR-98	017-470-010-000, 017-470-046-000	OS	7.94	n/a		\$0.00	\$0.00
AR-99	017-470-008-000	OS	0.50	n/a		\$0.00	\$0.00
AR-100	017-470-006-000	OS	1.22	n/a		\$0.00	\$0.00
AR-101	017-470-015-000	OS	0.96	n/a		\$0.00	\$0.00
AR-102	017-470-017-000	OS/(Paseos)	0.64	n/a		\$0.00	\$0.00
AR-103	017-470-039-000	OS/(Paseos)	0.68	n/a		\$0.00	\$0.00
AR-104	017-470-018-000	OS/(Paseos)	0.85	n/a		\$0.00	\$0.00
AR-105	017-480-026-000	OS	38.19	n/a		\$0.00	\$0.00
AR-106	017-480-029-000	OS	0.66	n/a		\$0.00	\$0.00
AR-107	017-480-017-000	OS	0.36	n/a		\$0.00	\$0.00
AR-108	017-480-038-000	OS	0.62	n/a		\$0.00	\$0.00
AR-109	017-480-055-000	OS	0.77	n/a		\$0.00	\$0.00
AR-111	017-480-054-000	OS	0.19	n/a		\$0.00	\$0.00
AR-112	017-480-053-000	OS	1.05	n/a		\$0.00	\$0.00
AR-113	017-480-034-000	OS	1.84	n/a		\$0.00	\$0.00
AR-114	017-480-051-000	OS	0.55	n/a		\$0.00	\$0.00
AR-115	017-480-050-000	OS	0.73	n/a		\$0.00	\$0.00
AR-116	017-480-049-000	OS	0.26	n/a		\$0.00	\$0.00

Table 5
Amoruso Ranch CFD No. 2 (Public Services)
Maximum Annual Special Tax by Large Lot - Base Year

Large Lot	APN	Land Use	Acres	Planned Units	Building Sq. Ft.	Maximum Annual Special Tax per Unit/Acre [1]	Maximum Annual Special Tax per Large Lot [1]
Westbrook Blvd			19.54	n/a		\$0.00	\$0.00
NAPOTS			50.58	n/a		\$0.00	\$0.00
Roads			32.01	n/a		\$0.00	\$0.00
AR-110			20.00	1		\$0.00	\$0.00
Totals			709.41	2,827			\$1,135,193.18

"att2"

[1] The Maximum Annual Special Tax per Unit/Acre and Maximum Annual Special Tax per Large Lot is increased by the Tax Escalation Factor in each Fiscal Year following the Base Year of FY 2023-24.

Base Year

The base year is Fiscal Year (FY) 2023-24. A base year is defined in the RMA as a means of defining the special tax base in a given fiscal year that is allowed to increase by a given factor over a period of time.

Annual Tax Escalation Factor

The annual tax escalation factor is a factor not to exceed 4 percent, as determined by the Administrator, in every fiscal year following the base year.

Termination of the Special Tax

The special tax is authorized to be levied and collected in perpetuity.

Definition of Annual Costs

The maximum annual special tax established under the RMA is the maximum exposure to an annual special tax levy for a given parcel of land. The actual amount of the levy is derived through determining the "annual costs" of the CFD. The RMA identifies the annual costs components as these:

- a. Cost of Authorized Services.
- b. Administrative expenses.
- c. The amount needed to cure any delinquencies in the payment of the special tax in the current or prior fiscal year.

Assignment of Maximum Annual Special Tax

Sections 4 and 5 of the RMA describe in detail the precise method for assigning the maximum annual special tax to parcels in the CFD. The RMA assigns a total maximum annual special tax to taxable parcels based on parcel configurations at the time of formation of the CFD, and then as subdivision maps are recorded. Original parcels are those parcel configurations when the CFD is formed. Successor parcels are created as large lot subdivision maps are recorded, and then small lot final maps are recorded, defining individual buildable residential lots.

Original Parcels

Original parcels are assigned a maximum annual special tax using Attachment 1 of the RMA. Attachment 1 (**Table 5** of this document) shows the total maximum annual special tax and maximum annual special tax per unit or per acre for original parcels.

Successor Parcels

Successor parcels are created when original parcels are subdivided by the recording of large lot subdivision maps, and further subdivided into buildable residential lots. The RMA provides specific detail and definitions used in allocating the maximum annual special tax to parcels in their final use, whether as residential or nonresidential parcels.

Attachment 1 (**Table 5** of this document) shows the maximum annual special tax for planned large lot parcels. Each large lot is assigned one tax category, the number of planned residential units, and a maximum annual special tax per unit or per acre. The maximum annual special tax for a large lot parcel is the sum of the number of units in the tax category multiplied by the maximum annual special tax for the tax category.

If fewer units are realized at the recordation of a final map defining buildable lots than shown in **Table 5**, the maximum annual special tax for the large lot parcel is divided by the actual number of residential units created by the final map to determine the maximum annual special tax per unit. If more residential units are created by a final map than shown in **Table 5**, the maximum annual special tax per unit is that amount shown in **Table 5**.

The RMA is structured to ensure that the maximum annual special tax for a large lot is not reduced over time by anticipated development of each large lot. The special tax revenue for large lot parcels may increase if higher densities are realized over time.

Affordable Units

The RMA recognizes affordable housing units may be built in the CFD. HDR units are assigned a maximum annual special tax rate of zero. MDR affordable units are assigned a maximum annual special tax that is 50-percent of the amount assigned to market rate MDR units. An affordable unit that becomes a market-rate unit will be assigned a maximum annual special tax based on the instruction in Section 4.e of the RMA.

Transfer of the Assigned Maximum Annual Special Tax

The City may, in its sole discretion, allow for a transfer of the maximum annual special tax from one large lot parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the Chief Financial Officer and (2) there is no reduction in the CFD maximum annual special tax revenues as a result of the transfer. Provisions for such a transfer are discussed in Section 4.f of the RMA.

Conversion of a Tax-Exempt Parcel to a Taxable Parcel

If a tax-exempt parcel is not needed for public use or other nontaxable use and is converted to a taxable use or transferred to a private owner, it shall become subject to the special tax. The maximum annual special tax for the newly assigned tax category for such a parcel is determined using the provisions of Sections 4 and 5 of the RMA.

Taxable Parcels Acquired by a Public Agency

A taxable parcel that is acquired by a public agency after the CFD is formed will be determined to be a tax-exempt parcel.

Determination of Parcels Subject to the Special Tax

By June 30 of each fiscal year, using the definitions in Section 2 of the RMA, the parcel records of the Assessor's Secured Tax Roll as of January 1, and other City development approval records, the Administrator shall cause:

1. Each parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
2. Each parcel to be classified as a Developed Parcel, a Final Use Small Lot Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.

Setting the Special Tax Levy for Taxable Parcels

To determine the annual levy, the Administrator will use the process presented in Section 6 of the RMA. In general, the provisions of Section 6 describe the following procedures to set the annual special tax levy for each taxable parcel:

- First, the Administrator must compute the annual costs using the definitions in Section 2 of the RMA. Next, the Administrator shall levy the special tax proportionately on all developed parcels, up to the amount of annual costs, or 100 percent of the maximum special tax for developed property, whichever is less.
- If additional revenue is needed for annual costs, the Administrator shall levy the special tax proportionately on all final use small lot parcels, such that when added to the levy on developed parcels, is up to the amount of annual costs, or up to 100 percent of the maximum special tax for final use small lot parcels, whichever is less.
- If additional revenue is needed for annual costs, the Administrator shall levy the special tax proportionately on all small lot tentative map parcels, such that when added to the levy on developed parcels, is up to the amount of annual costs, or up to 100 percent of the maximum special tax for small lot tentative map parcels, whichever is less.
- If additional revenue is needed for annual costs, the Administrator shall levy the special tax proportionately on all large lot parcels, such that when added to the levies on parcels described above, is up to the amount of annual costs, or up to 100 percent of the maximum special tax for large lot parcels, whichever is less.
- If additional revenue is needed for annual costs, the Administrator shall levy the special tax proportionately on all undeveloped parcels, such that when added to the levies on parcels described above, is up to the amount of annual costs, or up to 100 percent of the maximum special tax for large lot parcels, whichever is less.

Once the special tax levy is determined for a fiscal year, the Administrator creates the tax schedule to deliver to the County Auditor-Controller.

Prepayment of the Special Tax Obligation

The special tax obligation may not be prepaid.

Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the special tax assigned to a parcel is in error may file a notice with the Administrator appealing the levy of the special tax. The Administrator then will promptly review the appeal and, if necessary, meet with the applicant. If the Administrator verifies that the tax should be modified or changed, the special tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without resolution or ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the special tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the Finance Director may make minor, non-substantive administrative and technical changes to the provisions of the RMA that do not materially affect the rate, the method of apportionment, or the manner of collection of the special tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

Manner of Collection

The special tax will be collected in the same manner and at the same time as ad valorem property taxes. As specified in Section 9 of the RMA, the Administrator or its designee may directly bill the special tax and may collect the special tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.



EXHIBITS:

- Exhibit A: Rate, Method of Apportionment, and
Manner of Collection of Special Tax
- Exhibit B: List of Authorized
Facilities and Services



EXHIBIT A:
Rate, Method of Apportionment, and
Manner of Collection of Special Tax

EXHIBIT A

City of Roseville
Amoruso Ranch Community Facilities District No. 2
(Public Services)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in the City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or, if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311 and following of the California Government Code.

"Administrative Expenses" mean the actual or estimated costs incurred by the City to form the CFD and to determine, levy, and collect the Special Taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of the Special Taxes on the general tax rolls, preparation of required reports, the cost of GIS mapping services, and any other costs required to administer the CFD as determined by the City.

"Administrator" means a City official in the Finance Department or their designee responsible for determining the levy and collection of the Special Taxes.

"Affordable Housing Director" means, at any point in time, the person in the City who serves as head of the department that oversees the City's affordable housing program.

"Affordable Unit" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable or is determined to be exempt from the Special Tax under applicable law. A Multifamily For Rent Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or their designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot

number and, in the case of Large Lot Parcels remaining before May 1 of the preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

"Annexation Parcels" mean a Parcel or Parcels annexed into the CFD after formation. The Maximum Annual Special Tax will be assigned to such Parcels using the provisions of **Section 4.c** of this RMA. Annexation Parcels may be assigned a different Maximum Annual Special Tax Rate or Maximum Annual Special Tax per Parcel using a methodology different from other Parcels in the CFD and may be placed in an area designated as a separate zone of the CFD, all of which shall be set forth in revised attachments hereto as needed, without further CFD proceedings.

"Annual Costs" mean, for any Fiscal Year, the total of the following items: (1) Authorized Services; (2) Administrative Expenses; and (3) any amounts needed to cure actual or estimated delinquencies in Special Taxes for the current or previous Fiscal Year.

"Assessor's Parcel" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"Assigned Maximum Annual Special Tax" means the Maximum Annual Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, as shown in **Attachment 1**. For any Annexation Parcels that do not have approved Large Lot Parcels, Expected Land Uses will be based on the approved Specific Plan land uses for each Assessor's Parcel that is annexed. In this instance, the Assigned Maximum Annual Special Tax will be assigned to Assessor Parcel Number(s) and added to **Attachment 1**.

"Authorized Services" mean those services listed in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2023, and ending June 30, 2024.

"Building Permit" means a permit issued by the City for construction of a Residential Use or Nonresidential Use structure.

"Business Professional" means a Parcel or Parcels zoned to provide for a wide variety of office uses and other uses related to and supporting office uses.

"CFD" means the City of Roseville Amoroso Ranch Community Facilities District No. 2 (Public Services) , Placer County, California.

"Chief Financial Officer" means the Chief Financial Officer for the City, or their designee.

"City" means the City of Roseville in Placer County, California.

“Community Commercial” means a Parcel or Parcels zoned to serve the principal retail shopping needs of the entire community by providing areas for shopping centers and other retail and service uses.

“Council” means the City Council of the City acting for the CFD under the Act.

“County” means the County of Placer, California.

“Developed Parcel” means, in any Fiscal Year, any Taxable Parcel for which a Building Permit was issued before May 1 of the preceding Fiscal Year for Residential Uses on Single-Family Parcels, Multifamily For-Rent Parcels, Multifamily For-Sale Parcels, or for Nonresidential Uses on Nonresidential Use Parcels.

“Development Plan” means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, Acreage, square footage, or number of Units that are approved to be developed on a Single-Family Parcel, Multifamily For-Rent Parcels, Multifamily For-Sale Parcels, and Nonresidential Parcels.

“Expected Land Use(s)” mean(s) the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 1** of this RMA. Future Annexation Parcels may not have approved Large Lot Parcels with an assigned total number of Units. Such Annexation Parcels will be assigned an Assigned Maximum Annual Special tax per Unit or per Acre and added to **Attachment 1**.

“Final Use Small Lot Parcel” means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

“Final Small Lot Subdivision Map” means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

“Fiscal Year” means the period starting July 1 and ending the following June 30.

“High-Density Residential” means, based on the Amoruso Ranch Specific Plan, a land use designation that primarily accommodates attached housing but, depending on the Unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable Acre. Typical housing product types include detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium-design apartments/condominiums.

“Large Lot Parcel” means a Parcel created by a Large Lot Subdivision Map.

“Large Lot Subdivision Map” means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Single-Family Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

“Light Industrial” mean Parcels zoned by the City as Light Industrial (Tech./Business Park).

“Low-Density Residential” means, based on the Amoruso Ranch Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable Acre. Typical housing product types include standard, alley-loaded, or clustered, single-family detached Units.

"Market-Rate Unit" means a Unit that is not an Affordable Unit.

"Maximum Annual CFD Special Tax Revenue" means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

"Maximum Annual Special Tax" means the greatest amount of Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 1 and 2**.

"Maximum Annual Special Tax Rate" means the rate of Maximum Annual Special Tax charged per Unit or per Acre, as shown in **Attachments 1 and 2**.

"Maximum Annual Special Tax Revenue" means the greatest amount of revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Special Tax.

"Medium-Density Residential" means, based on the Amoruso Ranch Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable Acre. Typical housing product types include standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium-Density Residential areas.

"Mixed-Use" means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

"Multifamily For-Rent" or **"Multifamily For-Rent Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit per Parcel, and where such Units initially are offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High-Density Residential. Each residential dwelling Unit in Multifamily For-Rent Parcels is not expected to have its own distinct Assessor's Parcel Number.

"Multifamily For-Sale" or **"Multifamily For-Sale Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit in a single building or structure and that may share at least one common wall where such units are not initially offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High-Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor's Parcel Number as is the case in residential condominium projects. Once designated as Multifamily For-Sale or a Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

"Nonresidential Use" means a Taxable Parcel with land uses other than Residential Uses that may include Business Professional, Community Commercial, Light Industrial, and Mixed-Use.

"Original Parcel" means a Taxable Parcel identified in **Attachment 1** (and shown in **Map 1**) at formation of the CFD. **Attachment 1** and **Map 1** shall be updated, or additional maps may be added with each new annexation into the CFD.

"Parcel" means any Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

“Proportionately” means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Final Use Small Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Final Use Small Lot Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Large Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Large Lot Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

“Public Parcel” means any Parcel that is or is intended to be publicly owned, as designated in any final map that is normally exempt from the levy of general ad valorem property taxes under California law, including public streets; schools; parks; and public drainageways, landscaping, wetlands, greenbelts, and open space.

“Remainder Parcel” means a portion of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

“Residential Use” means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium-Density Residential or High-Density Residential.

“RMA” means this Rate, Method of Apportionment, and Manner of Collection of Special Tax.

“Single-Family Parcel” means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

“Small Lot Tentative Map” means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder’s Office to create legal lots.

“Small Lot Tentative Map Parcel” means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year and which have not yet become a Final Use Small Lot Parcel or a Developed Parcel.

“Special Tax(es)” mean(s) any tax levy under the Act in the CFD.

“Subdivision” or **“Subdivided”** means division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

"Successor Parcel" means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

"Tax Category" means the categories of taxable land uses shown in **Attachments 1 and 2**.

"Tax Collection Schedule" means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

"Tax Escalation Factor" means a factor not to exceed 4 percent, determined by the Administrator in any Fiscal Year following the Base Year by which the Maximum Annual Special Tax for the previous Fiscal Year will be increased to provide sufficient services for the current Fiscal Year.

"Taxable Acreage" means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to **Attachment 1**, contains both taxable and tax-exempt uses, such as a park site.

"Taxable Parcel" means any Parcel that is not a Tax-Exempt Parcel.

"Tax-Exempt Parcel" means a Parcel not subject to the Special Tax. Tax-Exempt Parcels include (a) Public Parcels, (b) Parcels owned by the City, school districts, special districts, or the state or federal government, and (c) Affordable Units.

Certain privately owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowners' associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

"Undeveloped Parcel" means a Taxable Parcel that is not a Developed Parcel, Final Use Small Lot Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"Unit" means, for a Single-Family Parcel, the individual residential Unit on such Parcel or, for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential Unit in a multifamily building.

3. Duration of the Special Tax

Parcels in the CFD will remain subject to the Special Tax in perpetuity.

If the Special Tax ceases to be levied, the City will direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax, in addition, will identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

4. Administrative Tasks

Tasks required of the Administrator are discussed below:

- a. Annual Special Tax Escalation. The Administrator shall increase the Maximum Annual Special Tax by the Tax Escalation Factor in each Fiscal Year following the Base Year.
- b. Assignment of the Maximum Annual Special Tax to Original Parcels. **Attachment 1** identifies the Assigned Maximum Annual Special Tax for each Original Parcel at CFD formation, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. Original Parcels are identified by Large Lot Number in **Map 1**. The Assigned Maximum Annual Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Special Tax shall equal the sum of the Assigned Maximum Annual Special Tax for all Large Lot Parcels in that Assessor's Parcel.
- c. Assignment of the Maximum Annual Special Tax to Annexation Parcels. If Parcels are annexed into the CFD after formation, the Maximum Annual Special Tax shall be assigned to these Annexation Parcels using the definitions in **Section 2** and the Maximum Annual Special Tax per Unit or Acre shown in **Attachment 2**, as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Special Taxes under a new zone. **Attachment 1** shall be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable Special Taxes by zone. If new Maximum Annual Special Taxes are created, **Attachments 1** and **2** should be amended to reflect the Maximum Annual Special Taxes and zone(s) for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assigning the Maximum Annual Special Tax to Successor Parcels described in **Section 4.d**. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge or fee in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.
- d. Assignment of the Maximum Annual Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are created through recordation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Special Tax to new Successor Parcels. As necessary, the assignment of the Maximum Annual Special Tax to Successor Parcels should use the Maximum Annual Special Tax Rates within which the Original Parcel and Successor Parcel resides. As a result of each assignment of the Maximum Annual Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be greater, than the Assigned Maximum Annual Special Tax for that Original Parcel or Successor Parcel.
 1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Special Tax to Single-

Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Special Tax to Single-Family Parcels. All references to Maximum Annual Special Taxes in the attachments are subject to application of the Tax Escalation Factor by the Administrator:

- A. Multiply the Maximum Annual Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Special Taxes for all Single-Family Parcels created by the Subdivision.
 - B. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is equal to or greater than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Special Tax per Unit by Tax Category as calculated in Step 4.d.1.A above to each Single-Family Parcel created by the Subdivision.
 - C. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided, Proportionately increase the Maximum Annual Special Tax per Unit for all Units until the sum of resulting Maximum Annual Special Taxes from all Units equals the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Maximum Annual Special Tax is assigned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:
- A. Apportion the Assigned Maximum Annual Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.
 - B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Special Taxes for all Single-Family Parcels created by the Subdivision.
 - C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is equal to or greater than the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Special Tax per Unit by Tax Category as calculated in Step 4.d.2.B above to each Single-Family Parcel created by the Subdivision.
 - D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum

Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, Proportionately increase the Maximum Annual Special Tax per Unit for all Units until the sum of resulting Maximum Annual Special Taxes from all Units equals the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

- E. For the Remainder Parcel or Parcels, identify the Maximum Annual Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Special Tax for all Single-Family Parcels created by the Subdivision. Subtract the sum of the Maximum Annual Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Special Tax assigned to the Remainder Parcel or Parcels in Step 4.d.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.d.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

3. If an Original or Successor Parcel designated as Nonresidential Parcel is Subdivided creating multiple Nonresidential Parcels:

- A. Identify the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being Subdivided.
- B. Determine the Taxable Acreage for all new Successor Parcels being created by the Subdivision.
- C. Sum the Taxable Acreage for all new Successor Parcels from Step 4.d.3.B.
- D. Divide the Taxable Acreage for each Successor Parcel by the results from Step 4.d.3.C to determine the percentage allocation of the Assigned Maximum Annual Special Tax from Step 4.d.3.A.
- E. Multiply the percentage derived in Step 4.d.3.D times the Assigned Maximum Annual Special Tax from Step 4.d.3.A to determine the Assigned Maximum Annual Special Tax for each Successor Parcel created by the Subdivision.

4. If an Original or Successor Parcel designated as a Multifamily For-Rent or For-Sale Parcel has a Building Permit issued:

- A. Identify the Assigned Maximum Annual Special Tax per Unit for High Density Residential shown in **Attachment 2**.
- B. Identify the number of Market Rate Units for the Parcel.

- C. For a Multifamily For-Rent Parcel, multiply the Market Rate Units times the Maximum Annual Special Tax per Unit from Step 4.d.4.A times the number of Units from Step 4.d.4.B to derive the Maximum Annual Special Tax for the Multifamily For-Rent Parcel.
- D. For a Multifamily For-Sale Parcel, assign the Maximum Annual Special Tax per Unit from Step 4.d.4.A to each Market Rate Unit to derive the Maximum Annual Special Tax for each Parcel.
- 5. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:
 - A. Identify the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.
 - B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Category.
 - C. Sum the Maximum Annual Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Special Tax calculated above for each Taxable Parcel.
 - D. If the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being Subdivided is greater than the sum of Maximum Annual Special Tax for each Taxable Parcel being created, increase Proportionately the Maximum Annual Special Tax per Unit or per Acre on each Taxable Parcel such that the sum of Maximum Annual Special Tax for all Taxable Parcels equals the Maximum Annual Special Tax for the Original Parcel.
- e. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Special Tax per Unit based on their Tax Category as shown in **Attachment 1**, as adjusted by the Tax Escalation Factor.
- f. Transfer of the Assigned Maximum Annual Special Tax from One Large Lot Parcel to Another. The Maximum Annual Special Taxes shown in **Attachment 1** were determined based on the Expected Land Uses for each Large Lot Parcel shown in **Attachment 1**. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording of a Final Small Lot Subdivision Map in any portion of the Large Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the Chief

Financial Officer, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to **Attachment 1** of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to affect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and **Attachment 1**. Before the transfer, the City may require a deposit from the requesting property owner for such costs.

- g. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel fails to qualify as a Tax-Exempt Parcel it shall become subject to the Special Tax. The Maximum Annual Special Tax for the newly assigned Tax Category for such a Parcel is determined using the provisions of **Sections 4** and **5**.
- h. Taxable Parcels That Become Tax-Exempt. A Taxable Parcel that qualifies as a Tax-Exempt Parcel shall be reclassified as a Tax-Exempt Parcel.

5. Assignment of the Maximum Annual Special Tax

- a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in **Section 2**, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:
 - 1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
 - 2. Each Parcel to be classified as a Developed Parcel, a Final Use Small Lot Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
 - 3. Each Unit to be classified as a Market-Rate Unit or an Affordable Unit.
- b. Assignment of the Maximum Annual Special Tax to Taxable Parcels. The Maximum Annual Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.

6. Calculating Annual Special Taxes

The Administrator will compute the Annual Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4** and **5**. All calculations and steps described in this section shall be done for all areas within the CFD. The Administrator then will determine the tax levy for each Taxable Parcel using the following process:

- a. Compute the Annual Costs using the definition of Annual Costs in **Section 2**.
- b. For all Taxable Parcels, calculate the Special Tax levy for each using the following steps:
 - Step 1: Compute 100 percent of the Maximum Annual Special Tax Revenue for all Developed Parcels.
 - Step 2: Compare the Annual Costs with the amount calculated in the previous step.

- Step 3: If the Annual Costs are lower than the amount calculated in Step 1, decrease Proportionately the Maximum Annual Special Tax levy for each Developed Parcel until the revenue from the Special Tax levy equals the Annual Costs.
- Step 4: If the Annual Costs are greater than the amount calculated in Step 1, levy Proportionately the Maximum Annual Special Tax for each Final Use Small Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Final Use Small Lot Parcels, if needed to fund Annual Costs.
- Step 5: If the Annual Costs are greater than the amount calculated in Step 1 and Step 4, levy Proportionately the Maximum Annual Special Tax for each Small Lot Tentative Map Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Small Lot Tentative Map Parcels, if needed to fund Annual Costs.
- Step 6: If the Annual Costs are greater than the amount calculated in Step 1, Step 4, and Step 5, levy Proportionately the Maximum Annual Special Tax for each Large Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Large Lot Parcels, if needed to fund Annual Costs.
- Step 7: If the Annual Costs are greater than the amount calculated in Step 1, Step 4, Step 5, and Step 6, levy Proportionately the Maximum Annual Special Tax for each Undeveloped Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Undeveloped Parcels, if needed to fund Annual Costs.
- c. Levy on each Taxable Parcel the amount calculated above.
- d. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 8**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will not be sent later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to correct any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

7. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Chief Financial Officer appealing the levy of the Special Tax. The Chief Financial Officer then will promptly review the appeal and, if necessary, will meet with the applicant. If the Chief Financial Officer verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the Chief Financial Officer may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in the CFD that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in the CFD, provided such amendment only affects such owner's land and does not reduce the total Maximum Annual Special Tax Revenue for the CFD.

8. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

Attachment 1
Amoruso Ranch CFD No. 2 (Public Services)
Maximum Annual Special Tax by Large Lot - Base Year

Large Lot	APN	Land Use	Acres	Planned Units	Building Sq. Ft.	Maximum Annual Special Tax per Unit/Acre [1]	Maximum Annual Special Tax per Large Lot [1]
AR-4	017-480-001-000	LDR	7.21	31		\$435.57	\$13,502.67
AR-5	017-480-003-000	LDR	2.39	10		\$435.57	\$4,355.70
AR-6	017-480-004-000	LDR	5.37	25		\$435.57	\$10,889.25
AR-11	017-480-023-000	LDR	8.24	38		\$435.57	\$16,551.66
AR-12	017-480-007-000	LDR	3.13	16		\$435.57	\$6,969.12
AR-13	017-480-006-000	LDR	5.39	30		\$435.57	\$13,067.10
AR-21	017-480-009-000	MDR	2.05	15		\$435.57	\$6,533.55
AR-22	017-480-010-000	LDR	6.05	32		\$435.57	\$13,938.24
AR-24	017-480-030-000	LDR	2.50	12		\$435.57	\$5,226.84
AR-25	017-480-011-000	MDR	5.29	38		\$435.57	\$16,551.66
AR-26	017-480-012-000	LDR	9.26	48		\$435.57	\$20,907.36
AR-30	017-480-013-000	LDR	2.89	13		\$435.57	\$5,662.41
AR-32	017-480-046-000	MDR	7.78	58		\$435.57	\$25,263.06
AR-33	017-480-045-000	MDR	5.14	42		\$435.57	\$18,293.94
AR-34	017-480-021-000	LDR	3.21	14		\$435.57	\$6,097.98
AR-35	017-480-019-000	LDR	4.82	20		\$435.57	\$8,711.40
AR-37	017-480-031-000	MDR	4.96	39		\$435.57	\$16,987.23
AR-64A	Por. 017-480-014-000	Park	0.74	n/a		\$0.00	\$0.00
AR-71	017-480-002-000	OS/(Paseos)	0.33	n/a		\$0.00	\$0.00
AR-72A	Por. 017-480-048-000	OS/(Paseos)	0.64	n/a		\$0.00	\$0.00
AR-75	017-480-008-000	OS/(Paseos)	0.84	n/a		\$0.00	\$0.00
AR-79	017-480-018-000	OS/(Paseos)	0.39	n/a		\$0.00	\$0.00
AR-80	017-480-047-000	OS/(Paseos)	1.16	n/a		\$0.00	\$0.00
AR-81	017-480-022-000	OS/(Paseos)	1.19	n/a		\$0.00	\$0.00
A1-A		ROW	6.30	n/a		\$0.00	\$0.00
A2-B		ROW	1.07	n/a		\$0.00	\$0.00
A4-A		ROW	7.00	n/a		\$0.00	\$0.00
A-7		ROW	0.41	n/a		\$0.00	\$0.00
A9-C		ROW	0.13	n/a		\$0.00	\$0.00
AR-1	017-470-001-000	LDR	20.16	70		\$435.57	\$30,489.90
AR-2	017-470-019-000	LDR	24.71	101		\$435.57	\$43,992.57
AR-3	017-470-002-000	LDR	27.26	84		\$435.57	\$36,587.88
AR-7	017-470-011-000	LDR	3.12	19		\$435.57	\$8,275.83
AR-8	017-470-014-000	LDR	8.44	56		\$435.57	\$24,391.92
AR-9	017-470-040-000	LDR	6.26	42		\$435.57	\$18,293.94
AR-10	017-470-020-000	MDR	10.53	138		\$435.57	\$60,108.66
AR-14	017-480-005-000	LDR	7.44	50		\$435.57	\$21,778.50
AR-15	017-470-036-000	LDR	7.43	49		\$435.57	\$21,342.93
AR-16	017-470-034-000	LDR	6.56	45		\$435.57	\$19,600.65
AR-17	017-470-031-000	LDR	3.62	24		\$435.57	\$10,453.68
AR-18	017-470-030-000	LDR	5.11	33		\$435.57	\$14,373.81
AR-19	017-470-028-000	HDR	9.33	230		\$270.05	\$62,111.50
AR-23	017-470-033-000	LDR	2.75	19		\$435.57	\$8,275.83
AR-27	017-480-015-000	LDR	2.40	15		\$435.57	\$6,533.55
AR-28	017-470-027-000	MDR	10.17	129		\$435.57	\$56,188.53
AR-31	017-480-016-000	LDR	4.40	27		\$435.57	\$11,760.39
AR-36	017-480-042-000	HDR	7.54	113		\$270.05	\$30,515.65
AR-38	017-470-023-000	HDR	15.07	380		\$270.05	\$102,619.00
AR-39	017-470-025-000	MDR	7.81	66		\$435.57	\$28,747.62
AR-40	017-470-024-000	LDR	14.42	81		\$435.57	\$35,281.17
AR-42	017-480-037-000	MDR	7.53	76		\$435.57	\$33,103.32
AR-43	017-480-036-000	LDR	12.12	82		\$435.57	\$35,716.74
AR-44	017-480-040-000	HDR	5.91	150		\$270.05	\$40,507.50
AR-45	017-480-041-000	MDR	7.98	94		\$435.57	\$40,943.58
AR-46	017-470-013-000	LDR	2.38	13		\$435.57	\$5,662.41
AR-50	017-470-037-000	PQP	9.59	n/a		\$0.00	\$0.00

Attachment 1
Amoruso Ranch CFD No. 2 (Public Services)
Maximum Annual Special Tax by Large Lot - Base Year

Large Lot	APN	Land Use	Acres	Planned Units	Building Sq. Ft.	Maximum Annual Special Tax per Unit/Acre [1]	Maximum Annual Special Tax per Large Lot [1]
AR-51	017-480-044-000	HDR	14.15	91		\$270.05	\$24,574.55
		CC			105,551	\$0.16	\$16,888.16
		MU			18,627	\$0.13	\$2,421.51
AR-51 Total							\$43,884.22
AR-52	017-480-043-000	HDR	12.97	68		\$270.05	\$18,363.40
		CC			96,749	\$0.16	\$15,479.84
		MU			17,073	\$0.13	\$2,219.49
AR-52 Total							\$36,062.73
AR-53	017-470-022-000	CC	23.71	n/a	238,000	\$0.16	\$38,080.00
AR-54	017-480-039-000	PQP	2.95	n/a		\$0.00	\$0.00
AR-55	017-480-035-000	PQP	1.46	n/a		\$0.00	\$0.00
AR-56	017-470-004-000	PQP	0.28	n/a		\$0.00	\$0.00
AR-57	017-480-027-000	PQP	0.85	n/a		\$0.00	\$0.00
AR-58	017-480-056-000	PQP	1.35	n/a		\$0.00	\$0.00
AR-59	017-480-057-000	PQP	0.65	n/a		\$0.00	\$0.00
AR-60	017-470-003-000	Park	1.28	n/a		\$0.00	\$0.00
AR-61	017-470-012-000	Park	1.87	n/a		\$0.00	\$0.00
AR-62	017-470-021-000	Park	10.34	n/a		\$0.00	\$0.00
AR-63	017-480-028-000	Park	1.71	n/a		\$0.00	\$0.00
AR-64B	Por. 017-480-014-000	Park	1.92	n/a		\$0.00	\$0.00
AR-66	017-480-020-000	Park	2.86	n/a		\$0.00	\$0.00
AR-67	017-470-026-000	Park	2.02	n/a		\$0.00	\$0.00
AR-70	017-470-005-000	OS/(Paseos)	0.57	n/a		\$0.00	\$0.00
AR-72B	Por. 017-480-048-000	OS/(Paseos)	0.34	n/a		\$0.00	\$0.00
AR-73	017-470-035-000	OS/(Paseos)	0.97	n/a		\$0.00	\$0.00
AR-74	017-470-041-000	OS/(Paseos)	0.59	n/a		\$0.00	\$0.00
AR-76	017-470-032-000	OS/(Paseos)	0.33	n/a		\$0.00	\$0.00
AR-77	017-470-029-000	OS/(Paseos)	0.94	n/a		\$0.00	\$0.00
AR-78	017-470-038-000	OS/(Paseos)	0.49	n/a		\$0.00	\$0.00
AR-90	017-470-009-000	OS	3.81	n/a		\$0.00	\$0.00
AR-91	017-470-007-000	OS	4.16	n/a		\$0.00	\$0.00
AR-92	017-480-025-000	OS	28.70	n/a		\$0.00	\$0.00
AR-93	017-480-024-000	OS	3.10	n/a		\$0.00	\$0.00
AR-94	017-470-016-000	OS	2.30	n/a		\$0.00	\$0.00
AR-95	017-480-032-000	OS	2.71	n/a		\$0.00	\$0.00
AR-96	017-480-052-000	OS	2.29	n/a		\$0.00	\$0.00
AR-97	017-480-033-000	OS	41.68	n/a		\$0.00	\$0.00
AR-98	017-470-010-000, 017-470-046-000	OS	7.94	n/a		\$0.00	\$0.00
AR-99	017-470-008-000	OS	0.50	n/a		\$0.00	\$0.00
AR-100	017-470-006-000	OS	1.22	n/a		\$0.00	\$0.00
AR-101	017-470-015-000	OS	0.96	n/a		\$0.00	\$0.00
AR-102	017-470-017-000	OS/(Paseos)	0.64	n/a		\$0.00	\$0.00
AR-103	017-470-039-000	OS/(Paseos)	0.68	n/a		\$0.00	\$0.00
AR-104	017-470-018-000	OS/(Paseos)	0.85	n/a		\$0.00	\$0.00
AR-105	017-480-026-000	OS	38.19	n/a		\$0.00	\$0.00
AR-106	017-480-029-000	OS	0.66	n/a		\$0.00	\$0.00
AR-107	017-480-017-000	OS	0.36	n/a		\$0.00	\$0.00
AR-108	017-480-038-000	OS	0.62	n/a		\$0.00	\$0.00
AR-109	017-480-055-000	OS	0.77	n/a		\$0.00	\$0.00
AR-111	017-480-054-000	OS	0.19	n/a		\$0.00	\$0.00
AR-112	017-480-053-000	OS	1.05	n/a		\$0.00	\$0.00
AR-113	017-480-034-000	OS	1.84	n/a		\$0.00	\$0.00
AR-114	017-480-051-000	OS	0.55	n/a		\$0.00	\$0.00
AR-115	017-480-050-000	OS	0.73	n/a		\$0.00	\$0.00

Attachment 1
Amoruso Ranch CFD No. 2 (Public Services)
Maximum Annual Special Tax by Large Lot - Base Year

Large Lot	APN	Land Use	Acres	Planned Units	Building Sq. Ft.	Maximum Annual Special Tax per Unit/Acre [1]	Maximum Annual Special Tax per Large Lot [1]
AR-116	017-480-049-000	OS	0.26	n/a		\$0.00	\$0.00
Westbrook Blvd			19.54	n/a		\$0.00	\$0.00
NAPOTS			50.58	n/a		\$0.00	\$0.00
Roads			32.01	n/a		\$0.00	\$0.00
AR-110			20.00	1		\$0.00	\$0.00
Totals			709.41	2,827			\$1,135,193.18

"att2"

[1] The Maximum Annual Special Tax per Unit/Acre and Maximum Annual Special Tax per Large Lot is increased by the Tax Escalation Factor in each Fiscal Year following the Base Year of FY 2023-24.

Attachment 2
Amoruso Ranch CFD No. 2 (Public Services)
Maximum Annual Special Tax by Tax Category - Base Year

Tax Category	Maximum Annual Special Tax per Unit/Acre [1]
Residential Uses	<i>per Unit</i>
Low Density Residential (LDR)	\$435.57
Medium Density Residential (MDR)	\$435.57
Affordable Medium Density Residential (Affordable MDR)	\$0.00
High Density Residential (HDR)	\$270.05
Affordable High Density Residential (Affordable HDR)	\$0.00
Nonresidential Uses	<i>per Acre</i>
Mixed Use	\$0.13
Community Commercial (CC)	\$0.16

[1] The Maximum Annual Special Tax per Unit/Acre is increased by the Tax Escalation Factor in each Fiscal Year following the Base Year of FY 2023-24.



EXHIBIT B:
**List of Authorized
Facilities and Services**

EXHIBIT B

**Amoruso Ranch
Community Facilities District No. 2 (Public Services)
City of Roseville
Placer County, California**

The authorized services to be funded from the levy and collection of annual special taxes shall consist of those items set forth below, in addition to the costs associated with collecting and administering the special taxes and annual administering the CFD. The authorized services to be funded for the Amoruso Ranch Community Facilities District (CFD) No. 2 (Public Services) include these:

1. Open Space improvement, operations and management, monitoring, maintenance (including, but not limited to, general maintenance, signage, benches, striping, City owned fence maintenance, trash and debris collection, and bike trails and their appurtenances [drainage culverts or pipes from adjacent subdivisions] within open space), creation and maintenance of fire breaks, Permits, Vandalism/Graffiti, Flood Conveyance (Vegetation/tree removals), Beaver dam removals, Outfall/drainage swale maintenance, Erosion control/bank stabilization, Native planting/replanting, Pre and post emergent, environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the Environmental Impact Report, maintenance activities as required by the 404 permit and Open Space Overarching Maintenance & Management Plan and repair and replacement of facilities within open space areas.
2. The maintenance of on-site landscape corridors and paseos designed to serve the territory within the CFD, including, but not limited to, general maintenance, masonry walls, accent lighting, water and utility costs.
3. The maintenance of medians, entries, and entry monumentation.
4. The performance of leaf pick-up and street sweeping designed to serve the territory within the CFD, including along the following roads:
 - Westbrook Boulevard.
 - West Sunset Boulevard.
5. Neighborhood park maintenance, and repair and replacement.
6. Storm water management, water quality structural controls, including, but not limited to, drainage swales constructed between storm drain facilities and receiving waters, and maintenance of flood control facilities including, but not limited to, detention basins and created wetlands.
7. Bus Transfer Station, bus shelters, bus stops and any park and ride lots as well as bus signs.

8. Miscellaneous costs related to any of the items described above, including but not limited to planning, engineering, GIS, legal, and City and County administration costs.
9. The levy of special taxes to accumulate sinking funds for anticipated future repairs or replacement costs of landscape corridors, irrigation facilities, medians, entries and entry monumentation, lighting, neighborhood parks, storm water management and other facilities authorized to be maintained by the CFD or for which the City is authorized to finance services through the CFD, as determined by the Administrator.

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 23-184

A RESOLUTION OF FORMATION OF COMMUNITY FACILITIES DISTRICT

**City of Roseville
Amoruso Ranch Community Facilities District No. 2
(Public Services)**

WHEREAS, on April 5, 2023, the City Council (the "Council") of the City of Roseville (the "City") adopted a resolution entitled "A Resolution of Intention to Form Amoruso Ranch Community Facilities District No. 2 (Public Services)" (the "Resolution of Intention"), stating its intention to form "City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services)" (the "CFD"), pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act");

WHEREAS, the Resolution of Intention, incorporating a map of the proposed boundaries of the CFD and stating the services to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for the services, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein;

WHEREAS, on this date, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD;

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, the services to be provided therein and the levy of such special tax were heard and a full and fair hearing was held;

WHEREAS, at the hearing evidence was presented to this Council on such matters before it, including a special report (the "Report") as to the services to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this Council at the conclusion of said hearing is fully advised in the premises; and

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of specified types of services and the rate and method of apportionment of the special taxes have not been filed with the City Clerk by 50% or more of the registered voters residing within the territory of the CFD or property owners of one-half or more of the area of land within the CFD and not exempt from the proposed special taxes.

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. Recitals Correct. The foregoing recitals are true and correct.
2. No Majority Protest. The proposed CFD and the special tax to be levied within the CFD have not been precluded by majority protest pursuant to section 53324 of the Act.
3. Prior Proceedings Valid. All prior proceedings taken by this City Council in connection with the establishment of the CFD and the levy of the special tax within the CFD

have been duly considered and are hereby found and determined to be valid and in conformity with the Act.

4. Name of CFD. The community facilities district designated “City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services)” is hereby established pursuant to the Act.

5. Boundaries of CFD. The boundaries of the CFD, as set forth in the map of the CFD recorded in the Placer County Recorder’s Office on April 11, 2023 in Book 4 at Page 84 of Maps of Assessment and Community Facilities Districts as Document No. 2023-0018571, are hereby approved, are incorporated herein by reference and shall be the boundaries of the CFD.

6. Description of Services. The type of public services proposed to be financed by the CFD and pursuant to the Act shall consist of those items shown in Exhibit B hereto and by this reference incorporated herein (the “Services”).

7. Special Tax.

a. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax (the “Special Tax”) sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this Council.

b. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are shown in Exhibit A attached hereto and hereby incorporated herein. As contemplated by the rate and method of apportionment of the Special Tax included as Exhibit A, parcels may annex into the CFD in the future within a different tax zone(s) and may have different maximum annual special tax rate(s).

c. This Council hereby finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to ad valorem property taxes and schools financed by a community facilities district) are inapplicable to the proposed CFD.

d. Except as may otherwise be provided by law or by the rate and method of apportionment of the Special Tax for the CFD, all lands owned by any public entity, including the United States, the State of California, the County and/or the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the Services and the CFD. In the event that a portion of the property within the CFD shall become for any reason exempt, wholly or in part, from the levy of the Special Tax, this Council will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the CFD which is not exempt in order to yield the annual expenses of the CFD, if any, subject to the provisions of the rate and method of apportionment of the Special Tax.

8. Increased Demands. It is hereby found and determined that the Services are necessary to meet increased demands placed upon local agencies, including the City, as the result of development occurring in the CFD. The Services are in addition to those provided in

the territory of the CFD as of the date hereof and will not supplant services already available within the territory of the CFD as of the date hereof.

9. Responsible Official. The Chief Financial Officer of the City of Roseville, 311 Vernon Street, Roseville, CA 95678, (916) 774-5313, is the officer of the City who will be responsible for preparing annually a current roll of the levy of the Special Tax obligations by assessor's parcel number and who will be responsible for estimating future levies of the Special Tax.

10. Tax Lien. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the City ceases.

11. Appropriations Limit. In accordance with the Act, the initial annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the CFD is hereby preliminarily established at \$2,400,000 and such appropriations limit shall be submitted to the voters of the CFD as hereafter provided. The proposition establishing such annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of the Act and the Constitution.

12. Election. Pursuant to the provisions of the Act, the proposition of the levy of the Special Tax and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the CFD at an election the time, place and conditions of which election shall be as specified by a separate resolution of this Council.

13. Effective Date. This resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____ 2023, by the following vote of the City Council:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

City of Roseville
Amoruso Ranch Community Facilities District No. 2
(Public Services)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in the City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or, if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311 and following of the California Government Code.

"Administrative Expenses" mean the actual or estimated costs incurred by the City to form the CFD and to determine, levy, and collect the Special Taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of the Special Taxes on the general tax rolls, preparation of required reports, the cost of GIS mapping services, and any other costs required to administer the CFD as determined by the City.

"Administrator" means a City official in the Finance Department or their designee responsible for determining the levy and collection of the Special Taxes.

"Affordable Housing Director" means, at any point in time, the person in the City who serves as head of the department that oversees the City's affordable housing program.

"Affordable Unit" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable or is determined to be exempt from the Special Tax under applicable law. A Multifamily For Rent Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or their designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot

number and, in the case of Large Lot Parcels remaining before May 1 of the preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to Section 4.

"Annexation Parcels" mean a Parcel or Parcels annexed into the CFD after formation. The Maximum Annual Special Tax will be assigned to such Parcels using the provisions of Section 4.c of this RMA. Annexation Parcels may be assigned a different Maximum Annual Special Tax Rate or Maximum Annual Special Tax per Parcel using a methodology different from other Parcels in the CFD and may be placed in an area designated as a separate zone of the CFD, all of which shall be set forth in revised attachments hereto as needed, without further CFD proceedings.

"Annual Costs" mean, for any Fiscal Year, the total of the following items: (1) Authorized Services; (2) Administrative Expenses; and (3) any amounts needed to cure actual or estimated delinquencies in Special Taxes for the current or previous Fiscal Year.

"Assessor's Parcel" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"Assigned Maximum Annual Special Tax" means the Maximum Annual Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, as shown in Attachment 1. For any Annexation Parcels that do not have approved Large Lot Parcels, Expected Land Uses will be based on the approved Specific Plan land uses for each Assessor's Parcel that is annexed. In this instance, the Assigned Maximum Annual Special Tax will be assigned to Assessor Parcel Number(s) and added to Attachment 1.

"Authorized Services" mean those services listed in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2023, and ending June 30, 2024.

"Building Permit" means a permit issued by the City for construction of a Residential Use or Nonresidential Use structure.

"Business Professional" means a Parcel or Parcels zoned to provide for a wide variety of office uses and other uses related to and supporting office uses.

"CFD" means the City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services) , Placer County, California.

"Chief Financial Officer" means the Chief Financial Officer for the City, or their designee.

"City" means the City of Roseville in Placer County, California.

"Community Commercial" means a Parcel or Parcels zoned to serve the principal retail shopping needs of the entire community by providing areas for shopping centers and other retail and service uses.

"Council" means the City Council of the City acting for the CFD under the Act.

"County" means the County of Placer, California.

"Developed Parcel" means, in any Fiscal Year, any Taxable Parcel for which a Building Permit was issued before May 1 of the preceding Fiscal Year for Residential Uses on Single-Family Parcels, Multifamily For-Rent Parcels, Multifamily For-Sale Parcels, or for Nonresidential Uses on Nonresidential Use Parcels.

"Development Plan" means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, Acreage, square footage, or number of Units that are approved to be developed on a Single-Family Parcel, Multifamily For-Rent Parcels, Multifamily For-Sale Parcels, and Nonresidential Parcels.

"Expected Land Use(s)" mean(s) the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in Attachment 1 of this RMA. Future Annexation Parcels may not have approved Large Lot Parcels with an assigned total number of Units. Such Annexation Parcels will be assigned an Assigned Maximum Annual Special tax per Unit or per Acre and added to Attachment 1.

"Final Use Small Lot Parcel" means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

"Final Small Lot Subdivision Map" means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"High-Density Residential" means, based on the Amoruso Ranch Specific Plan, a land use designation that primarily accommodates attached housing but, depending on the Unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable Acre. Typical housing product types include detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium-design apartments/condominiums.

"Large Lot Parcel" means a Parcel created by a Large Lot Subdivision Map.

"Large Lot Subdivision Map" means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Single-Family Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

"Light Industrial" mean Parcels zoned by the City as Light Industrial (Tech./Business Park).

"Low-Density Residential" means, based on the Amoruso Ranch Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable Acre. Typical housing product types include standard, alley-loaded, or clustered, single-family detached Units.

"Market-Rate Unit" means a Unit that is not an Affordable Unit.

"Maximum Annual CFD Special Tax Revenue" means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

"Maximum Annual Special Tax" means the greatest amount of Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in Attachments 1 and 2.

"Maximum Annual Special Tax Rate" means the rate of Maximum Annual Special Tax charged per Unit or per Acre, as shown in Attachments 1 and 2.

"Maximum Annual Special Tax Revenue" means the greatest amount of revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Special Tax.

"Medium-Density Residential" means, based on the Amoruso Ranch Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable Acre. Typical housing product types include standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium-Density Residential areas.

"Mixed-Use" means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

"Multifamily For-Rent" or "Multifamily For-Rent Parcel" means any Parcel designated or developed for more than one residential dwelling Unit per Parcel, and where such Units initially are offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High-Density Residential. Each residential dwelling Unit in Multifamily For-Rent Parcels is not expected to have its own distinct Assessor's Parcel Number.

"Multifamily For-Sale" or "Multifamily For-Sale Parcel" means any Parcel designated or developed for more than one residential dwelling Unit in a single building or structure and that may share at least one common wall where such units are not initially offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High-Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor's Parcel Number as is the case in residential condominium projects. Once designated as Multifamily For-Sale or a Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

"Nonresidential Use" means a Taxable Parcel with land uses other than Residential Uses that may include Business Professional, Community Commercial, Light Industrial, and Mixed-Use.

"Original Parcel" means a Taxable Parcel identified in Attachment 1 (and shown in Map 1) at formation of the CFD. Attachment 1 and Map 1 shall be updated, or additional maps may be added with each new annexation into the CFD.

"Parcel" means any Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

"Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Final Use Small Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Final Use Small Lot Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Large Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Large Lot Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

"Public Parcel" means any Parcel that is or is intended to be publicly owned, as designated in any final map that is normally exempt from the levy of general ad valorem property taxes under California law, including public streets; schools; parks; and public drainageways, landscaping, wetlands, greenbelts, and open space.

"Remainder Parcel" means a portion of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of Sections 4 through 6.

"Residential Use" means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium-Density Residential or High-Density Residential.

"RMA" means this Rate, Method of Apportionment, and Manner of Collection of Special Tax.

"Single-Family Parcel" means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

"Small Lot Tentative Map" means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder's Office to create legal lots.

"Small Lot Tentative Map Parcel" means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year and which have not yet become a Final Use Small Lot Parcel or a Developed Parcel.

"Special Tax(es)" mean(s) any tax levy under the Act in the CFD.

"Subdivision" or "Subdivided" means division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

"Successor Parcel" means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

"Tax Category" means the categories of taxable land uses shown in Attachments 1 and 2.

"Tax Collection Schedule" means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

"Tax Escalation Factor" means a factor not to exceed 4 percent, determined by the Administrator in any Fiscal Year following the Base Year by which the Maximum Annual Special Tax for the previous Fiscal Year will be increased to provide sufficient services for the current Fiscal Year.

"Taxable Acreage" means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to Attachment 1, contains both taxable and tax-exempt uses, such as a park site.

"Taxable Parcel" means any Parcel that is not a Tax-Exempt Parcel.

"Tax-Exempt Parcel" means a Parcel not subject to the Special Tax. Tax-Exempt Parcels include (a) Public Parcels, (b) Parcels owned by the City, school districts, special districts, or the state or federal government, and (c) Affordable Units.

Certain privately owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowners' associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

"Undeveloped Parcel" means a Taxable Parcel that is not a Developed Parcel, Final Use Small Lot Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"Unit" means, for a Single-Family Parcel, the individual residential Unit on such Parcel or, for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential Unit in a multifamily building.

3. Duration of the Special Tax

Parcels in the CFD will remain subject to the Special Tax in perpetuity.

If the Special Tax ceases to be levied, the City will direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax, in addition, will identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

4. Administrative Tasks

Tasks required of the Administrator are discussed below:

- a. Annual Special Tax Escalation. The Administrator shall increase the Maximum Annual Special Tax by the Tax Escalation Factor in each Fiscal Year following the Base Year.
- b. Assignment of the Maximum Annual Special Tax to Original Parcels. Attachment 1 identifies the Assigned Maximum Annual Special Tax for each Original Parcel at CFD formation, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. Original Parcels are identified by Large Lot Number in Map 1. The Assigned Maximum Annual Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Special Tax shall equal the sum of the Assigned Maximum Annual Special Tax for all Large Lot Parcels in that Assessor's Parcel.
- c. Assignment of the Maximum Annual Special Tax to Annexation Parcels. If Parcels are annexed into the CFD after formation, the Maximum Annual Special Tax shall be assigned to these Annexation Parcels using the definitions in Section 2 and the Maximum Annual Special Tax per Unit or Acre shown in Attachment 2, as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Special Taxes under a new zone. Attachment 1 shall be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable Special Taxes by zone. If new Maximum Annual Special Taxes are created, Attachments 1 and 2 should be amended to reflect the Maximum Annual Special Taxes and zone(s) for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assigning the Maximum Annual Special Tax to Successor Parcels described in Section 4.d. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge or fee in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.
- d. Assignment of the Maximum Annual Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are created through recordation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Special Tax to new Successor Parcels. As necessary, the assignment of the Maximum Annual Special Tax to Successor Parcels should use the Maximum Annual Special Tax Rates within which the Original Parcel and Successor Parcel resides. As a result of each assignment of the Maximum Annual Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be greater, than the Assigned Maximum Annual Special Tax for that Original Parcel or Successor Parcel.
 1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Special Tax to Single-

Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Special Tax to Single-Family Parcels. All references to Maximum Annual Special Taxes in the attachments are subject to application of the Tax Escalation Factor by the Administrator:

- A. Multiply the Maximum Annual Special Tax per Unit by Tax Category from Attachment 2 by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Special Taxes for all Single-Family Parcels created by the Subdivision.
 - B. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is equal to or greater than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Special Tax per Unit by Tax Category as calculated in Step 4.d.1.A above to each Single-Family Parcel created by the Subdivision.
 - C. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided, Proportionately increase the Maximum Annual Special Tax per Unit for all Units until the sum of resulting Maximum Annual Special Taxes from all Units equals the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Maximum Annual Special Tax is assigned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:
- A. Apportion the Assigned Maximum Annual Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.
 - B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Special Tax per Unit by Tax Category from Attachment 2 by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Special Taxes for all Single-Family Parcels created by the Subdivision.
 - C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is equal to or greater than the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Special Tax per Unit by Tax Category as calculated in Step 4.d.2.B above to each Single-Family Parcel created by the Subdivision.
 - D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum

Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, Proportionately increase the Maximum Annual Special Tax per Unit for all Units until the sum of resulting Maximum Annual Special Taxes from all Units equals the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

- E. For the Remainder Parcel or Parcels, identify the Maximum Annual Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Special Tax for all Single-Family Parcels created by the Subdivision. Subtract the sum of the Maximum Annual Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Special Tax assigned to the Remainder Parcel or Parcels in Step 4.d.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.d.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of Sections 4 through 6.

3. If an Original or Successor Parcel designated as Nonresidential Parcel is Subdivided creating multiple Nonresidential Parcels:

- A. Identify the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being Subdivided.
- B. Determine the Taxable Acreage for all new Successor Parcels being created by the Subdivision.
- C. Sum the Taxable Acreage for all new Successor Parcels from Step 4.d.3.B.
- D. Divide the Taxable Acreage for each Successor Parcel by the results from Step 4.d.3.C to determine the percentage allocation of the Assigned Maximum Annual Special Tax from Step 4.d.3.A.
- E. Multiply the percentage derived in Step 4.d.3.D times the Assigned Maximum Annual Special Tax from Step 4.d.3.A to determine the Assigned Maximum Annual Special Tax for each Successor Parcel created by the Subdivision.

4. If an Original or Successor Parcel designated as a Multifamily For-Rent or For-Sale Parcel has a Building Permit issued:

- A. Identify the Assigned Maximum Annual Special Tax per Unit for High Density Residential shown in Attachment 2.
- B. Identify the number of Market Rate Units for the Parcel.

- C. For a Multifamily For-Rent Parcel, multiply the Market Rate Units times the Maximum Annual Special Tax per Unit from Step 4.d.4.A times the number of Units from Step 4.d.4.B to derive the Maximum Annual Special Tax for the Multifamily For-Rent Parcel.
- D. For a Multifamily For-Sale Parcel, assign the Maximum Annual Special Tax per Unit from Step 4.d.4.A to each Market Rate Unit to derive the Maximum Annual Special Tax for each Parcel.
- 5. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:
 - A. Identify the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.
 - B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Category.
 - C. Sum the Maximum Annual Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Special Tax calculated above for each Taxable Parcel.
 - D. If the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being Subdivided is greater than the sum of Maximum Annual Special Tax for each Taxable Parcel being created, increase Proportionately the Maximum Annual Special Tax per Unit or per Acre on each Taxable Parcel such that the sum of Maximum Annual Special Tax for all Taxable Parcels equals the Maximum Annual Special Tax for the Original Parcel.
- e. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Special Tax per Unit based on their Tax Category as shown in Attachment 1, as adjusted by the Tax Escalation Factor.
- f. Transfer of the Assigned Maximum Annual Special Tax from One Large Lot Parcel to Another. The Maximum Annual Special Taxes shown in Attachment 1 were determined based on the Expected Land Uses for each Large Lot Parcel shown in Attachment 1. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording of a Final Small Lot Subdivision Map in any portion of the Large Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the Chief

Financial Officer, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to Attachment 1 of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to affect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and Attachment 1. Before the transfer, the City may require a deposit from the requesting property owner for such costs.

- g. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel fails to qualify as a Tax-Exempt Parcel it shall become subject to the Special Tax. The Maximum Annual Special Tax for the newly assigned Tax Category for such a Parcel is determined using the provisions of Sections 4 and 5.
- h. Taxable Parcels That Become Tax-Exempt. A Taxable Parcel that qualifies as a Tax-Exempt Parcel shall be reclassified as a Tax-Exempt Parcel.

5. Assignment of the Maximum Annual Special Tax

- a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in Section 2, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:
 - 1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
 - 2. Each Parcel to be classified as a Developed Parcel, a Final Use Small Lot Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
 - 3. Each Unit to be classified as a Market-Rate Unit or an Affordable Unit.
- b. Assignment of the Maximum Annual Special Tax to Taxable Parcels. The Maximum Annual Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in Section 4.

6. Calculating Annual Special Taxes

The Administrator will compute the Annual Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in Sections 4 and 5. All calculations and steps described in this section shall be done for all areas within the CFD. The Administrator then will determine the tax levy for each Taxable Parcel using the following process:

- a. Compute the Annual Costs using the definition of Annual Costs in Section 2.
- b. For all Taxable Parcels, calculate the Special Tax levy for each using the following steps:
 - Step 1: Compute 100 percent of the Maximum Annual Special Tax Revenue for all Developed Parcels.
 - Step 2: Compare the Annual Costs with the amount calculated in the previous step.

Step 3: If the Annual Costs are lower than the amount calculated in Step 1, decrease Proportionately the Maximum Annual Special Tax levy for each Developed Parcel until the revenue from the Special Tax levy equals the Annual Costs.

Step 4: If the Annual Costs are greater than the amount calculated in Step 1, levy Proportionately the Maximum Annual Special Tax for each Final Use Small Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Final Use Small Lot Parcels, if needed to fund Annual Costs.

Step 5: If the Annual Costs are greater than the amount calculated in Step 1 and Step 4, levy Proportionately the Maximum Annual Special Tax for each Small Lot Tentative Map Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Small Lot Tentative Map Parcels, if needed to fund Annual Costs.

Step 6: If the Annual Costs are greater than the amount calculated in Step 1, Step 4, and Step 5, levy Proportionately the Maximum Annual Special Tax for each Large Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Large Lot Parcels, if needed to fund Annual Costs.

Step 7: If the Annual Costs are greater than the amount calculated in Step 1, Step 4, Step 5, and Step 6, levy Proportionately the Maximum Annual Special Tax for each Undeveloped Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Undeveloped Parcels, if needed to fund Annual Costs.

- c. Levy on each Taxable Parcel the amount calculated above.
- d. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to Section 8, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will not be sent later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to correct any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

7. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Chief Financial Officer appealing the levy of the Special Tax. The Chief Financial Officer then will promptly review the appeal and, if necessary, will meet with the applicant. If the Chief Financial Officer verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the Chief Financial Officer may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in the CFD that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in the CFD, provided such amendment only affects such owner's land and does not reduce the total Maximum Annual Special Tax Revenue for the CFD.

8. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

Attachment 1

Amoruso Ranch CFD No. 2 (Public Services)

Maximum Annual Special Tax by Large Lot - Base Year

Large Lot	APN	Land Use	Acres	Planned Units	Building Sq. Ft.	Maximum Annual Special Tax per Unit/Acre [1]	Maximum Annual Special Tax per Large Lot [1]
AR-4	017-480-001-000	LDR	7.21	31		\$435.57	\$13,502.67
AR-5	017-480-003-000	LDR	2.39	10		\$435.57	\$4,355.70
AR-6	017-480-004-000	LDR	5.37	25		\$435.57	\$10,889.25
AR-11	017-480-023-000	LDR	8.24	38		\$435.57	\$16,551.66
AR-12	017-480-007-000	LDR	3.13	16		\$435.57	\$6,969.12
AR-13	017-480-006-000	LDR	5.39	30		\$435.57	\$13,067.10
AR-21	017-480-009-000	MDR	2.05	15		\$435.57	\$6,533.55
AR-22	017-480-010-000	LDR	6.05	32		\$435.57	\$13,938.24
AR-24	017-480-030-000	LDR	2.50	12		\$435.57	\$5,226.84
AR-25	017-480-011-000	MDR	5.29	38		\$435.57	\$16,551.66
AR-26	017-480-012-000	LDR	9.26	48		\$435.57	\$20,907.36
AR-30	017-480-013-000	LDR	2.89	13		\$435.57	\$5,662.41
AR-32	017-480-046-000	MDR	7.78	58		\$435.57	\$25,263.06
AR-33	017-480-045-000	MDR	5.14	42		\$435.57	\$18,293.94
AR-34	017-480-021-000	LDR	3.21	14		\$435.57	\$6,097.98
AR-35	017-480-019-000	LDR	4.82	20		\$435.57	\$8,711.40
AR-37	017-480-031-000	MDR	4.96	39		\$435.57	\$16,987.23
AR-64A	Por. 017-480-014-000	Park	0.74	n/a		\$0.00	\$0.00
AR-71	017-480-002-000	OS/(Paseos)	0.33	n/a		\$0.00	\$0.00
AR-72A	Por. 017-480-048-000	OS/(Paseos)	0.64	n/a		\$0.00	\$0.00
AR-75	017-480-008-000	OS/(Paseos)	0.84	n/a		\$0.00	\$0.00
AR-79	017-480-018-000	OS/(Paseos)	0.39	n/a		\$0.00	\$0.00
AR-80	017-480-047-000	OS/(Paseos)	1.16	n/a		\$0.00	\$0.00
AR-81	017-480-022-000	OS/(Paseos)	1.19	n/a		\$0.00	\$0.00
A1-A		ROW	6.30	n/a		\$0.00	\$0.00
A2-B		ROW	1.07	n/a		\$0.00	\$0.00
A4-A		ROW	7.00	n/a		\$0.00	\$0.00
A-7		ROW	0.41	n/a		\$0.00	\$0.00
A9-C		ROW	0.13	n/a		\$0.00	\$0.00
AR-1	017-470-001-000	LDR	20.16	70		\$435.57	\$30,489.90
AR-2	017-470-019-000	LDR	24.71	101		\$435.57	\$43,992.57
AR-3	017-470-002-000	LDR	27.26	84		\$435.57	\$36,587.88
AR-7	017-470-011-000	LDR	3.12	19		\$435.57	\$8,275.83
AR-8	017-470-014-000	LDR	8.44	56		\$435.57	\$24,391.92
AR-9	017-470-040-000	LDR	6.26	42		\$435.57	\$18,293.94
AR-10	017-470-020-000	MDR	10.53	138		\$435.57	\$60,108.66
AR-14	017-480-005-000	LDR	7.44	50		\$435.57	\$21,778.50
AR-15	017-470-036-000	LDR	7.43	49		\$435.57	\$21,342.93
AR-16	017-470-034-000	LDR	6.56	45		\$435.57	\$19,600.65
AR-17	017-470-031-000	LDR	3.62	24		\$435.57	\$10,453.68
AR-18	017-470-030-000	LDR	5.11	33		\$435.57	\$14,373.81
AR-19	017-470-028-000	HDR	9.33	230		\$270.05	\$62,111.50
AR-23	017-470-033-000	LDR	2.75	19		\$435.57	\$8,275.83
AR-27	017-480-015-000	LDR	2.40	15		\$435.57	\$6,533.55
AR-28	017-470-027-000	MDR	10.17	129		\$435.57	\$56,188.53
AR-31	017-480-016-000	LDR	4.40	27		\$435.57	\$11,760.39
AR-36	017-480-042-000	HDR	7.54	113		\$270.05	\$30,515.65
AR-38	017-470-023-000	HDR	15.07	380		\$270.05	\$102,619.00
AR-39	017-470-025-000	MDR	7.81	66		\$435.57	\$28,747.62
AR-40	017-470-024-000	LDR	14.42	81		\$435.57	\$35,281.17
AR-42	017-480-037-000	MDR	7.53	76		\$435.57	\$33,103.32
AR-43	017-480-036-000	LDR	12.12	82		\$435.57	\$35,716.74
AR-44	017-480-040-000	HDR	5.91	150		\$270.05	\$40,507.50
AR-45	017-480-041-000	MDR	7.98	94		\$435.57	\$40,943.58
AR-46	017-470-013-000	LDR	2.38	13		\$435.57	\$5,662.41
AR-50	017-470-037-000	PQP	9.59	n/a		\$0.00	\$0.00

Attachment 1
Amoruso Ranch CFD No. 2 (Public Services)
Maximum Annual Special Tax by Large Lot - Base Year

Large Lot	APN	Land Use	Acres	Planned Units	Building Sq. Ft.	Maximum Annual Special Tax per Unit/Acre [1]	Maximum Annual Special Tax per Large Lot [1]
AR-51	017-480-044-000	HDR	14.15	91		\$270.05	\$24,574.55
		CC			105,551	\$0.16	\$16,888.16
		MU			18,627	\$0.13	\$2,421.51
AR-51 Total							\$43,884.22
AR-52	017-480-043-000	HDR	12.97	68		\$270.05	\$18,363.40
		CC			96,749	\$0.16	\$15,479.84
		MU			17,073	\$0.13	\$2,219.49
AR-52 Total							\$36,062.73
AR-53	017-470-022-000	CC	23.71	n/a	238,000	\$0.16	\$38,080.00
AR-54	017-480-039-000	PQP	2.95	n/a		\$0.00	\$0.00
AR-55	017-480-035-000	PQP	1.46	n/a		\$0.00	\$0.00
AR-56	017-470-004-000	PQP	0.28	n/a		\$0.00	\$0.00
AR-57	017-480-027-000	PQP	0.85	n/a		\$0.00	\$0.00
AR-58	017-480-056-000	PQP	1.35	n/a		\$0.00	\$0.00
AR-59	017-480-057-000	PQP	0.65	n/a		\$0.00	\$0.00
AR-60	017-470-003-000	Park	1.28	n/a		\$0.00	\$0.00
AR-61	017-470-012-000	Park	1.87	n/a		\$0.00	\$0.00
AR-62	017-470-021-000	Park	10.34	n/a		\$0.00	\$0.00
AR-63	017-480-028-000	Park	1.71	n/a		\$0.00	\$0.00
AR-64B	Por. 017-480-014-000	Park	1.92	n/a		\$0.00	\$0.00
AR-66	017-480-020-000	Park	2.86	n/a		\$0.00	\$0.00
AR-67	017-470-026-000	Park	2.02	n/a		\$0.00	\$0.00
AR-70	017-470-005-000	OS/(Paseos)	0.57	n/a		\$0.00	\$0.00
AR-72B	Por. 017-480-048-000	OS/(Paseos)	0.34	n/a		\$0.00	\$0.00
AR-73	017-470-035-000	OS/(Paseos)	0.97	n/a		\$0.00	\$0.00
AR-74	017-470-041-000	OS/(Paseos)	0.59	n/a		\$0.00	\$0.00
AR-76	017-470-032-000	OS/(Paseos)	0.33	n/a		\$0.00	\$0.00
AR-77	017-470-029-000	OS/(Paseos)	0.94	n/a		\$0.00	\$0.00
AR-78	017-470-038-000	OS/(Paseos)	0.49	n/a		\$0.00	\$0.00
AR-90	017-470-009-000	OS	3.81	n/a		\$0.00	\$0.00
AR-91	017-470-007-000	OS	4.16	n/a		\$0.00	\$0.00
AR-92	017-480-025-000	OS	28.70	n/a		\$0.00	\$0.00
AR-93	017-480-024-000	OS	3.10	n/a		\$0.00	\$0.00
AR-94	017-470-016-000	OS	2.30	n/a		\$0.00	\$0.00
AR-95	017-480-032-000	OS	2.71	n/a		\$0.00	\$0.00
AR-96	017-480-052-000	OS	2.29	n/a		\$0.00	\$0.00
AR-97	017-480-033-000	OS	41.68	n/a		\$0.00	\$0.00
AR-98	017-470-010-000, 017-470-046-000	OS	7.94	n/a		\$0.00	\$0.00
AR-99	017-470-008-000	OS	0.50	n/a		\$0.00	\$0.00
AR-100	017-470-006-000	OS	1.22	n/a		\$0.00	\$0.00
AR-101	017-470-015-000	OS	0.96	n/a		\$0.00	\$0.00
AR-102	017-470-017-000	OS/(Paseos)	0.64	n/a		\$0.00	\$0.00
AR-103	017-470-039-000	OS/(Paseos)	0.68	n/a		\$0.00	\$0.00
AR-104	017-470-018-000	OS/(Paseos)	0.85	n/a		\$0.00	\$0.00
AR-105	017-480-026-000	OS	38.19	n/a		\$0.00	\$0.00
AR-106	017-480-029-000	OS	0.66	n/a		\$0.00	\$0.00
AR-107	017-480-017-000	OS	0.36	n/a		\$0.00	\$0.00
AR-108	017-480-038-000	OS	0.62	n/a		\$0.00	\$0.00
AR-109	017-480-055-000	OS	0.77	n/a		\$0.00	\$0.00
AR-111	017-480-054-000	OS	0.19	n/a		\$0.00	\$0.00
AR-112	017-480-053-000	OS	1.05	n/a		\$0.00	\$0.00
AR-113	017-480-034-000	OS	1.84	n/a		\$0.00	\$0.00
AR-114	017-480-051-000	OS	0.55	n/a		\$0.00	\$0.00
AR-115	017-480-050-000	OS	0.73	n/a		\$0.00	\$0.00

Attachment 1
Amoruso Ranch CFD No. 2 (Public Services)
Maximum Annual Special Tax by Large Lot - Base Year

Large Lot	APN	Land Use	Acres	Planned Units	Building Sq. Ft.	Maximum Annual Special Tax per Unit/Acre [1]	Maximum Annual Special Tax per Large Lot [1]
AR-116	017-480-049-000	OS	0.26	n/a		\$0.00	\$0.00
Westbrook Blvd			19.54	n/a		\$0.00	\$0.00
NAPOTS			50.58	n/a		\$0.00	\$0.00
Roads			32.01	n/a		\$0.00	\$0.00
AR-110			20.00	1		\$0.00	\$0.00
Totals			709.41	2,827			\$1,135,193.18

"att2"

[1] The Maximum Annual Special Tax per Unit/Acre and Maximum Annual Special Tax per Large Lot is increased by the Tax Escalation Factor in each Fiscal Year following the Base Year of FY 2023-24.

Attachment 2
Amoruso Ranch CFD No. 2 (Public Services)
Maximum Annual Special Tax by Tax Category - Base Year

Tax Category	Maximum Annual Special Tax per Unit/Acre [1]
Residential Uses	<i>per Unit</i>
Low Density Residential (LDR)	\$435.57
Medium Density Residential (MDR)	\$435.57
Affordable Medium Density Residential (Affordable MDR)	\$0.00
High Density Residential (HDR)	\$270.05
Affordable High Density Residential (Affordable HDR)	\$0.00
Nonresidential Uses	<i>per Acre</i>
Mixed Use	\$0.13
Community Commercial (CC)	\$0.16

[1] The Maximum Annual Special Tax per Unit/Acre is increased by the Tax Escalation Factor in each Fiscal Year following the Base Year of FY 2023-24.

IDENTIFICATION OF LARGE LOTS

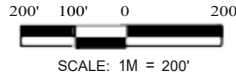
AMORUSO RANCH • CFD #2
BROOKFIELD RESIDENTIAL

ROSEVILLE

CALIFORNIA

MARCH 9, 2028

Map 1



Lot ID	Land Use	Area (AC)	Units
AR 1	LDR	20.16	70
AR 2	LDR	24.71	101
AR-3	LDR	27.26	84
AR-4	LDR	7.21	31
AR-5	LDR	2.39	10
AR-6	LDR	5.37	25
AR-7	LDR	3.12	19
AR-8	LDR	8.08	56
AR-9	LDR	6.26	42
AR-10	MDR	10.53	138
AR-11	LDR	8.24	38
AR-12	LDR	3.13	16
AR-13	LDR	5.37	30
AR-14	LDR	7.47	50
AR-15	LDR	7.44	49
AR-16	LDR	6.56	45
AR-17	LDR	3.62	24
AR-18	LDR	5.08	33
AR-19	HDR	9.33	230
AR-21	MDR	2.05	15
AR-22	LDR	6.04	32
AR 23	LDR	2.72	19
AR-24	LDR	2.50	12
AR 25	MDR	5.29	38
AR-26	LDR	9.29	48
AR 27	LDR	2.40	15
AR 28	MDR	10.17	129
AR 30	LDR	2.86	13
AR 31	LDR	4.40	27
AR 32	MDR	7.78	58
AR 33	MDR	5.14	42
AR-34	LDR	3.21	14
AR 35	LDR	4.82	20
AR-36	HDR	7.54	113
AR 37	MDR	4.96	39
AR-38	HDR	15.07	380
AR-39	MDR	7.81	66
AR-40	LDR	14.42	81
AR-42	MDR	7.53	76
AR-43	LDR	12.12	82
AR-44	HDR	5.91	150
AR-45	MDR	7.98	94
AR-46	LDR	2.74	13
AR-50	P/QP	9.59	0
AR-51	CC/VC	14.15	91
AR-52	CC/VC	12.97	68
AR-53	CC	23.71	0
AR-54	P/QP	2.95	0
AR-55	P/QP	1.46	0
AR-56	P/QP	0.28	0
AR-57	P/QP	0.85	0
AR-58	P/QP	1.35	0
AR-59	P/QP	0.65	0
AR-60	P/R	1.28	0
AR 61	P/R	1.87	0
AR-62	P/R	10.34	0
AR 63	P/R	1.71	0
AR-64A	P/R	0.74	0
AR 64B	P/R	1.82	0
AR 66	P/R	2.86	0
AR 67	P/R	2.02	0
AR 70	OS	0.57	0
AR 71	OS	0.33	0
AR 72A	OS	0.64	0
AR-72B	OS	0.34	0
AR 73	OS	0.97	0
AR-74	OS	0.59	0
AR 75	OS	0.84	0
AR-76	OS	0.34	0
AR-77	OS	0.96	0
AR-78	OS	0.49	0
AR-79	OS	0.39	0
AR-80	OS	1.16	0
AR-81	OS	1.19	0
AR-90	OS	3.81	0
AR-91	OS	4.16	0
AR-92	OS	28.70	0
AR-93	OS	3.10	0
AR-94	OS	2.30	0
AR-95	OS	2.72	0
AR-96	OS	2.29	0
AR-97	OS	41.68	0
AR-98A	OS	5.93	0
AR-98B	OS	2.01	0
AR-99	OS	0.50	0
AR-100	OS	1.22	0
AR-101	OS	0.96	0
AR-102	OS	0.64	0
AR-103	OS	0.68	0
AR 104	OS	0.85	0
AR-105	OS	38.19	0
AR 106	OS	0.66	0
AR 107	OS	0.36	0
AR 108	OS	0.62	0
AR 109	OS	0.77	0
AR 111	OS	0.19	0
AR 112	OS	1.05	0
AR-113	OS	1.84	0
AR 114	OS	0.55	0
AR-115	OS	0.73	0
AR 116	OS	0.26	0
LOTA10	RW	3.10	0
LOTA11	RW	2.02	0
LOTA1-A	RW	6.30	0
LOTA1-B	RW	1.01	0
LOTA2-A	RW	7.91	0
LOTA2-B	RW	1.07	0
LOI A3	RW	2.18	0
LOTA4-A	RW	7.00	0
LOI A4-B	RW	1.57	0
LOTA4-C	RW	0.10	0
LOI A5	RW	3.89	0
LOTA6	RW	1.99	0
LOI A7	RW	0.41	0
LOTA8	RW	6.35	0
LOTA9-A	RW	6.46	0
LOTA9-B	RW	0.09	0
LOTA9-C	RW	0.13	0

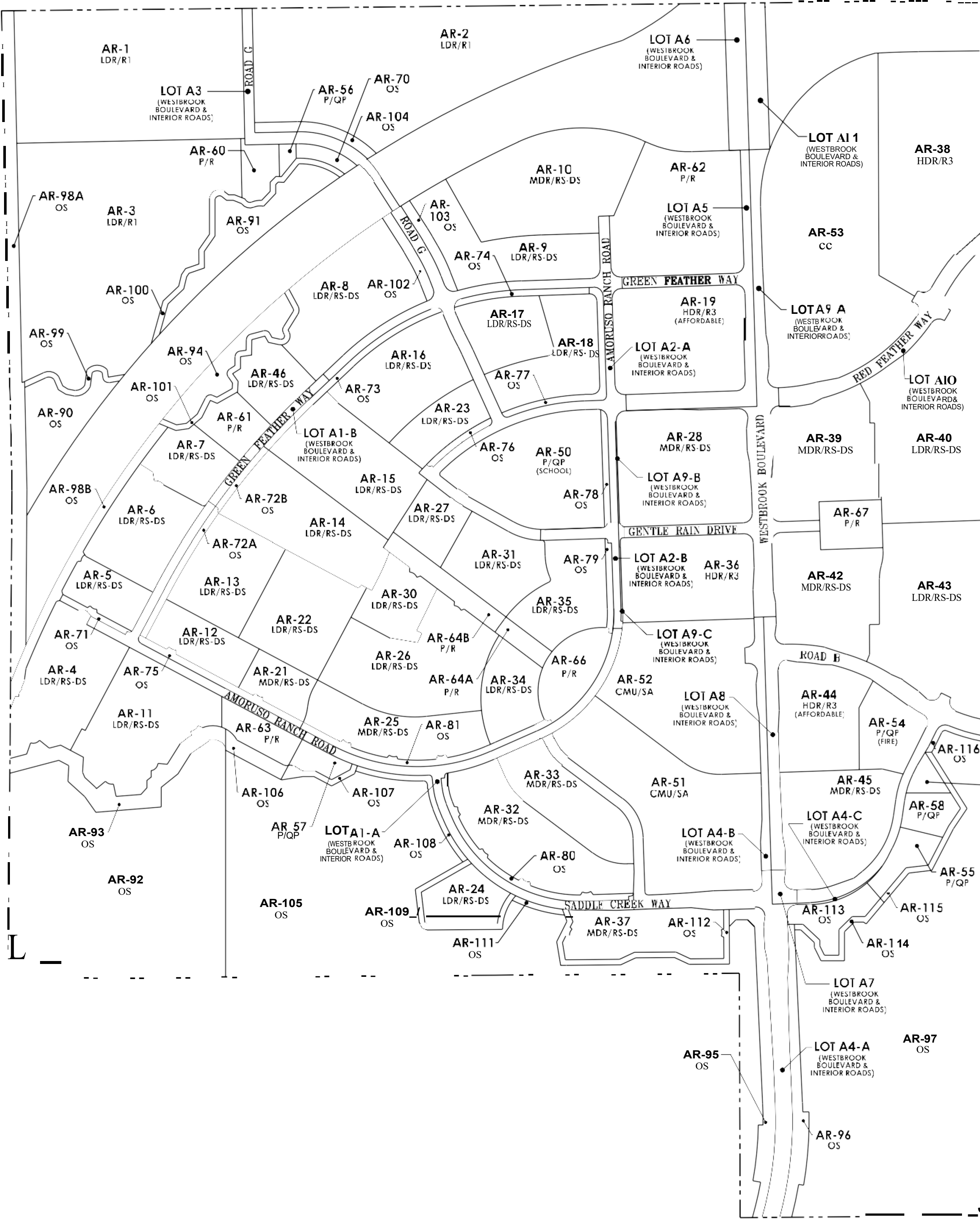


Exhibit B
Amoruso Ranch
Community Facilities District No. 2 (Public Services)
City of Roseville
Placer County, California

The authorized services to be funded from the levy and collection of annual special taxes shall consist of those items set forth below, in addition to the costs associated with collecting and administering the special taxes and annual administering the CFD. The authorized services to be funded for the Amoruso Ranch Community Facilities District (CFD) No. 2 (Public Services) include these:

1. Open Space improvement, operations and management, monitoring, maintenance (including, but not limited to, general maintenance, signage, benches, striping, City owned fence maintenance, trash and debris collection, and bike trails and their appurtenances [drainage culverts or pipes from adjacent subdivisions] within open space), creation and maintenance of fire breaks, Permits, Vandalism/Graffiti, Flood Conveyance (Vegetation/tree removals), Beaver dam removals, Outfall/drainage swale maintenance, Erosion control/bank stabilization, Native planting/replanting, Pre and post emergent, environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the Environmental Impact Report, maintenance activities as required by the 404 permit and Open Space Overarching Maintenance & Management Plan and repair and replacement of facilities within open space areas.
2. The maintenance of on-site landscape corridors and paseos designed to serve the territory within the CFD, including, but not limited to, general maintenance, masonry walls, accent lighting, water and utility costs.
3. The maintenance of medians, entries, and entry monumentation.
4. The performance of leaf pick-up and street sweeping designed to serve the territory within the CFD, including along the following roads:
 - Westbrook Boulevard.
 - West Sunset Boulevard.
5. Neighborhood park maintenance, and repair and replacement.
6. Storm water management, water quality structural controls, including, but not limited to, drainage swales constructed between storm drain facilities and receiving waters, and maintenance of flood control facilities including, but not limited to, detention basins and created wetlands.
7. Bus Transfer Station, bus shelters, bus stops and any park and ride lots as well as bus signs.

8. Miscellaneous costs related to any of the items described above, including but not limited to planning, engineering, GIS, legal, and City and County administration costs.
9. The levy of special taxes to accumulate sinking funds for anticipated future repairs or replacement costs of landscape corridors, irrigation facilities, medians, entries and entry monumentation, lighting, neighborhood parks, storm water management and other facilities authorized to be maintained by the CFD or for which the City is authorized to finance services through the CFD, as determined by the Administrator.

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 23-185

**A RESOLUTION CALLING SPECIAL LANDOWNER ELECTION
FOR COMMUNITY FACILITIES DISTRICT**

**City of Roseville
Amoruso Ranch Community Facilities District No. 2
(Public Services)**

WHEREAS, the City Council (the "Council") of the City of Roseville (the "City") has adopted a resolution entitled "A Resolution of Formation of Community Facilities District" (the "Resolution of Formation"), ordering the formation of the "City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services)" (the "CFD"), defining the public services (the "Services") to be provided by the CFD, authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, pursuant to the provisions of the Resolution of Formation, the propositions of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors of the CFD as required by the provisions of the Act.

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. Issues Submitted. Pursuant to the Act, the issues of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors (as defined below) of the CFD at an election called therefor as provided below.

2. Qualified Electors. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the public hearings heretofore conducted and concluded by this Council for the purposes of these proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that, for these proceedings, the qualified electors are the landowners within the CFD and that the vote shall be by such landowners or their authorized representatives, each having one vote for each acre or portion thereof such landowner owns in the CFD as of the close of the public hearing.

3. Conduct of Election. This Council hereby calls a special election to consider the issues described in Section 2, above, which election shall be held on May 17, 2023, and the results thereof canvassed at the meeting of this Council on May 17, 2023. The City Clerk is hereby designated as the official to conduct the election and to receive all ballots until the close of business on the election date. It is hereby acknowledged that the Clerk has on file the Resolution of Formation, a map of the boundaries of the CFD, and a sufficient description to allow the Clerk to determine the electors of the CFD. Pursuant to Section 53327 of the Act, the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 of the California Elections Code. This Council hereby finds that paragraphs (a), (b), (c)(1) of Section 4000 and Section 4108 are applicable to this special election, except that Sections 53326 and 53327 of the Act shall govern for purposes of determining the date of the election.

4. Ballot. As authorized by Section 53353.5 of the Act, the issues described in section 1 above shall be combined into a single ballot measure, the form of which as attached hereto as Exhibit "A" is hereby approved. The City Clerk is hereby authorized and directed to cause a ballot, in substantially the form of Exhibit "A," to be delivered to each of the qualified electors of the CFD. Each ballot shall indicate the number of votes to be voted by the respective landowner to which the ballot pertains and other applicable details.

5. Waivers. This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of the CFD. There is on file with the Clerk a written waiver executed by all of the qualified electors of the CFD allowing for a shortening of the time for the special election to expedite the process of formation of the CFD and waiving any requirement for notice, analysis and arguments in connection with the election. Accordingly, this Council finds and determines that the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings. This Council also finds and determines that the City Clerk has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act.

6. Accountability. Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the provision of the Services shall constitute the specific purpose of the Special Tax; (b) the proceeds shall be applied only to the specific purpose identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual report if required by Section 50075.3 of the Government Code.

7. Effective Date. This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2023, by the following vote of the City Council:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services)

OFFICIAL BALLOT SPECIAL TAX ELECTION

This ballot is for a special, landowner election for the City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services). You must return this ballot to the office of the City Clerk of the City of Roseville **no later than the hour of 6:00 p.m. on May 17, 2023, either by mail or in person.** The Clerk's office is located at 311 Vernon Street, Roseville, CA 95678.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another.

The amount of money to be raised annually by the special tax within the initial boundary of the CFD is \$1,135,193 in the base year of 2022-23 (and subject to escalation annually), the duration of the special tax is perpetual, and the rate of the special tax shall be determined in accordance with the rate, method of apportionment, and manner of collection of special tax for the CFD.

BALLOT MEASURE: Shall the measure pursuant to which (i) the City of Roseville shall annually levy a special tax solely on lands within the City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services) (the "CFD") in accordance with the rate and method contained in the Resolution of Formation of the CFD adopted by the City Council of the City on May 17, 2023, commencing in the City's fiscal year 2022-23, to pay for the public services specified in the Resolution of Formation for the CFD and to pay the costs of the City in administering the CFD, and (ii) the annual appropriations limit of the CFD shall be established in the amount of \$2,400,000 be adopted?	YES: _____ NO: _____
---	---

By execution in the space provided below, you also indicate your waiver of (i) the time limit pertaining to the conduct of the election, (ii) any requirement for analysis and arguments with respect to the ballot measure, and (iii) any irregularity in the proceedings that may be claimed as a result of the this vote or the application of such waivers.

APN(s): _____, a _____
Total Acreage: _____ By: _____
Number of votes: _____ (signature)
[Name & Title]

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 23-186

**A RESOLUTION DECLARING RESULTS OF SPECIAL LANDOWNER ELECTION
AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN**

**City of Roseville
Amoruso Ranch Community Facilities District No. 2
(Public Services)**

WHEREAS, the City Council (the "Council") of the City of Roseville (the "City") has adopted a resolution entitled "A Resolution of Formation of Community Facilities District" (the "Resolution of Formation"), ordering the formation of the "City of Roseville Community Facilities District No. 2 (Public Services)" (the "CFD"), authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act");

WHEREAS, under the provisions of the Resolution of Formation and pursuant to a resolution entitled "A Resolution Calling Special Landowner Election for Community Facilities District" (the "Election Resolution") heretofore adopted by this Council, the propositions of the levy of the special tax and the establishment of the appropriations limit were submitted to the qualified electors of the CFD as required by the provisions of the Act;

WHEREAS, pursuant to the terms of the Election Resolution, which are by this reference incorporated herein, the special election has been held and the City Clerk has on file a Canvass and Statement of Results of Election, (the "Canvass") a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Council has been informed of the Canvass, finds it appropriate and wishes to complete its proceedings for the CFD.

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

- 1. Recitals.** The foregoing recitals are all true and correct.
- 2. Issues Presented.** The issues presented at the special election were the levy of a special tax within the CFD and the establishment of an annual appropriations limit of \$2,400,000, all pursuant to the Resolution of Formation.
- 3. Canvass and Issues Approved.** The Council hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the CFD by more than two-thirds of the votes cast at the special election.
- 4. Proceedings Approved.** Pursuant to the voter approval, the CFD is hereby declared to be fully formed with the authority to levy the special taxes and to have the established appropriations limit, all as heretofore provided in these proceedings and in the Act.

It is hereby found that all prior proceedings and actions taken by this Council with respect to the CFD were valid and in conformity with the Act.

5. Notice of Tax Lien. The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of Placer a notice of special tax lien in the form required by the Act, such recording to occur no later than 15 days following adoption of this resolution by the Council

6. Effective Date. This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2023, by the following vote of the City Council:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

CANVASS AND STATEMENT OF RESULT OF ELECTION

**CITY OF ROSEVILLE
Amoruso Ranch Community Facilities District No. 2
(Public Services)**

I hereby certify that on this date, I canvassed the returns of the election held on May 17, 2023, in the City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services) and the total number of ballots cast in such District and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner <u>Votes</u>	<u>Votes Cast</u>	<u>YES</u>	<u>NO</u>
City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services) Special Tax Election, May 17, 2023.	_____	_____	_____	_____

BALLOT MEASURE: Shall the measure pursuant to which (i) the City of Roseville shall annually levy a special tax solely on lands within the City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services) (the "CFD") in accordance with the rate and method contained in the Resolution of Formation of the CFD adopted by the City Council of the City on May 17, 2023, commencing in the City's fiscal year 2022-23, to pay for the public services specified in the Resolution of Formation for the CFD and to pay the costs of the City in administering the CFD, and (ii) the annual appropriations limit of the CFD shall be established in the amount of \$2,400,000 **be adopted?**

YES: _____

NO: _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on _____, 2023.

By: _____
City Clerk
City of Roseville

ORDINANCE NO. 6656

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
LEVYING SPECIAL TAX WITHIN
AMORUSO RANCH COMMUNITY FACILITIES DISTRICT NO. 2
(PUBLIC SERVICES)

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, *et. seq.*, of the California Government Code (the "Act"), on April 5, 2023, this City Council (the "Council") of the City of Roseville (the "City"), adopted its resolution entitled "A Resolution of Intention to Form Amoruso Ranch Community Facilities District No. 2 (Public Services)" (the "Resolution of Intention"), and has conducted proceedings (the "Proceedings") to establish "City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services)" (the "CFD") pursuant to the Mello-Roos Community Facilities Act, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to finance certain public services (the "Services") as provided in the Act;

WHEREAS, pursuant to notice as specified in the Act, and as part of the Proceedings, the Council has held a public hearing under the Act relative to the determination to proceed with the formation of the CFD and the rate and method of apportionment of the special tax ("Special Tax") to be levied within the CFD to finance the Services, and at such hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the levy of the Special Tax were heard, substantial evidence was presented and considered by this Council and a full and fair hearing was held;

WHEREAS, upon the conclusion of the hearing, this Council adopted its "A Resolution of Formation of Community Facilities District" (the "Resolution of Formation"), pursuant to which it completed the Proceedings for the establishment of the CFD, the authorization of the levy of the Special Tax within the CFD and the calling of an election within the CFD on the propositions of levying the Special Tax and establishing an appropriations limit within the CFD, respectively; and

WHEREAS, on May 17, 2023, a special election was held among the landowner voters within the CFD at which such voters approved such propositions by the two-thirds vote required by the Act, which approval has been confirmed by resolution of this Council.

NOW, THEREFORE, THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. By the passage of this Ordinance, the Council hereby authorizes and levies the Special Tax within the CFD (including any parcel or parcels that annex into the CFD in the future) pursuant to the Act, at the rate and in accordance with the rate, method of apportionment and manner of collection of special tax for the CFD set forth in the Resolution of Formation (as may be supplemented at the time of any future annexation), which rate and method is by this reference incorporated herein. As contemplated by the rate and method of apportionment of the Special Tax, parcels may annex into the CFD in the future within a different tax zone(s) and may have different maximum annual special tax rate(s). The Special Tax is hereby authorized to be levied commencing in fiscal year 2022-23, and in each fiscal year thereafter to pay for the Services for the CFD, as contemplated by the Resolution of Formation and the Proceedings and all costs of administering the CFD.

SECTION 2. The Chief Financial Officer of the City or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, in the manner and as provided in the Resolution of Formation.

SECTION 3. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum Special Tax specified in the Resolution of Formation.

SECTION 4. All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax.

SECTION 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of collection by resolution(s) of the Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent Special Tax payments. The Chief Financial Officer of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of Placer County in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of Placer County for fiscal year 2020-21 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the City.

SECTION 6. If for any reason any portion of this ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this ordinance and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

SECTION 7. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 8. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 2023, on the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

City Clerk Department
City of Roseville
311 Vernon Street, Suite 208
Roseville, California 95678
Telephone: (916) 774-5263

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF SPECIAL TAX LIEN

**City of Roseville
Amoruso Ranch Community Facilities District No. 2
(Public Services)**

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Roseville, County of Placer, State of California, hereby gives notice that a lien to secure payment of a special tax levied is hereby imposed by the City Council of the City of Roseville, County of Placer. The special tax secured by this lien is authorized to be levied for the purpose of providing all or a portion of the public services described on Exhibit B attached hereto and hereby made a part hereof.

The special tax is authorized to be levied within "City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services)" (the "CFD") which has now been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied, and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is as set forth in Exhibit A attached hereto and hereby made a part hereof. Conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are: None.

Notice is further given that upon the recording of this notice in the office of the County Recorder of the County of Placer, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the CFD in accordance with Section 3115.5 of the Streets and Highways Code of California.

The name(s) of the owner(s) and the assessor's tax parcel numbers of the real property included within the area of the CFD and not exempt from the special tax are as set forth in Exhibit C attached hereto and hereby made a part hereof.

Reference is made to the boundary map of the CFD recorded on April 11, 2023 in Book 4 at Page 84 of Maps of Assessment and Community Facilities Districts as Document No. 2023-0018571, in the office of the County Recorder for the County of Placer, State of California, which map is now the final boundary map of the CFD.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Chief Financial Officer, City of Roseville, 311 Vernon Street, Roseville, CA 95678.

Dated: _____, 2023

City Clerk of the City of Roseville

EXHIBIT A - RATE AND METHOD OF APPORTIONMENT
EXHIBIT B - DESCRIPTION OF SERVICES
EXHIBIT C - PROPERTY OWNERS AND PARCEL NUMBERS

EXHIBIT A

City of Roseville
Amoruso Ranch Community Facilities District No. 2
(Public Services)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in the City of Roseville Amoruso Ranch Community Facilities District No. 2 (Public Services) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or, if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311 and following of the California Government Code.

"Administrative Expenses" mean the actual or estimated costs incurred by the City to form the CFD and to determine, levy, and collect the Special Taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of the Special Taxes on the general tax rolls, preparation of required reports, the cost of GIS mapping services, and any other costs required to administer the CFD as determined by the City.

"Administrator" means a City official in the Finance Department or their designee responsible for determining the levy and collection of the Special Taxes.

"Affordable Housing Director" means, at any point in time, the person in the City who serves as head of the department that oversees the City's affordable housing program.

"Affordable Unit" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable or is determined to be exempt from the Special Tax under applicable law. A Multifamily For Rent Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or their designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot

number and, in the case of Large Lot Parcels remaining before May 1 of the preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

"Annexation Parcels" mean a Parcel or Parcels annexed into the CFD after formation. The Maximum Annual Special Tax will be assigned to such Parcels using the provisions of **Section 4.c** of this RMA. Annexation Parcels may be assigned a different Maximum Annual Special Tax Rate or Maximum Annual Special Tax per Parcel using a methodology different from other Parcels in the CFD and may be placed in an area designated as a separate zone of the CFD, all of which shall be set forth in revised attachments hereto as needed, without further CFD proceedings.

"Annual Costs" mean, for any Fiscal Year, the total of the following items: (1) Authorized Services; (2) Administrative Expenses; and (3) any amounts needed to cure actual or estimated delinquencies in Special Taxes for the current or previous Fiscal Year.

"Assessor's Parcel" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"Assigned Maximum Annual Special Tax" means the Maximum Annual Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, as shown in **Attachment 1**. For any Annexation Parcels that do not have approved Large Lot Parcels, Expected Land Uses will be based on the approved Specific Plan land uses for each Assessor's Parcel that is annexed. In this instance, the Assigned Maximum Annual Special Tax will be assigned to Assessor Parcel Number(s) and added to **Attachment 1**.

"Authorized Services" mean those services listed in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2023, and ending June 30, 2024.

"Building Permit" means a permit issued by the City for construction of a Residential Use or Nonresidential Use structure.

"Business Professional" means a Parcel or Parcels zoned to provide for a wide variety of office uses and other uses related to and supporting office uses.

"CFD" means the City of Roseville Amoroso Ranch Community Facilities District No. 2 (Public Services) , Placer County, California.

"Chief Financial Officer" means the Chief Financial Officer for the City, or their designee.

"City" means the City of Roseville in Placer County, California.

“Community Commercial” means a Parcel or Parcels zoned to serve the principal retail shopping needs of the entire community by providing areas for shopping centers and other retail and service uses.

“Council” means the City Council of the City acting for the CFD under the Act.

“County” means the County of Placer, California.

“Developed Parcel” means, in any Fiscal Year, any Taxable Parcel for which a Building Permit was issued before May 1 of the preceding Fiscal Year for Residential Uses on Single-Family Parcels, Multifamily For-Rent Parcels, Multifamily For-Sale Parcels, or for Nonresidential Uses on Nonresidential Use Parcels.

“Development Plan” means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, Acreage, square footage, or number of Units that are approved to be developed on a Single-Family Parcel, Multifamily For-Rent Parcels, Multifamily For-Sale Parcels, and Nonresidential Parcels.

“Expected Land Use(s)” mean(s) the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 1** of this RMA. Future Annexation Parcels may not have approved Large Lot Parcels with an assigned total number of Units. Such Annexation Parcels will be assigned an Assigned Maximum Annual Special tax per Unit or per Acre and added to **Attachment 1**.

“Final Use Small Lot Parcel” means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

“Final Small Lot Subdivision Map” means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

“Fiscal Year” means the period starting July 1 and ending the following June 30.

“High-Density Residential” means, based on the Amoruso Ranch Specific Plan, a land use designation that primarily accommodates attached housing but, depending on the Unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable Acre. Typical housing product types include detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium-design apartments/condominiums.

“Large Lot Parcel” means a Parcel created by a Large Lot Subdivision Map.

“Large Lot Subdivision Map” means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Single-Family Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

“Light Industrial” mean Parcels zoned by the City as Light Industrial (Tech./Business Park).

“Low-Density Residential” means, based on the Amoruso Ranch Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable Acre. Typical housing product types include standard, alley-loaded, or clustered, single-family detached Units.

"Market-Rate Unit" means a Unit that is not an Affordable Unit.

"Maximum Annual CFD Special Tax Revenue" means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

"Maximum Annual Special Tax" means the greatest amount of Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 1 and 2**.

"Maximum Annual Special Tax Rate" means the rate of Maximum Annual Special Tax charged per Unit or per Acre, as shown in **Attachments 1 and 2**.

"Maximum Annual Special Tax Revenue" means the greatest amount of revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Special Tax.

"Medium-Density Residential" means, based on the Amoruso Ranch Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable Acre. Typical housing product types include standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium-Density Residential areas.

"Mixed-Use" means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

"Multifamily For-Rent" or **"Multifamily For-Rent Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit per Parcel, and where such Units initially are offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High-Density Residential. Each residential dwelling Unit in Multifamily For-Rent Parcels is not expected to have its own distinct Assessor's Parcel Number.

"Multifamily For-Sale" or **"Multifamily For-Sale Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit in a single building or structure and that may share at least one common wall where such units are not initially offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High-Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor's Parcel Number as is the case in residential condominium projects. Once designated as Multifamily For-Sale or a Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

"Nonresidential Use" means a Taxable Parcel with land uses other than Residential Uses that may include Business Professional, Community Commercial, Light Industrial, and Mixed-Use.

"Original Parcel" means a Taxable Parcel identified in **Attachment 1** (and shown in **Map 1**) at formation of the CFD. **Attachment 1** and **Map 1** shall be updated, or additional maps may be added with each new annexation into the CFD.

"Parcel" means any Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

“Proportionately” means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Final Use Small Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Final Use Small Lot Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Large Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Large Lot Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

“Public Parcel” means any Parcel that is or is intended to be publicly owned, as designated in any final map that is normally exempt from the levy of general ad valorem property taxes under California law, including public streets; schools; parks; and public drainageways, landscaping, wetlands, greenbelts, and open space.

“Remainder Parcel” means a portion of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

“Residential Use” means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium-Density Residential or High-Density Residential.

“RMA” means this Rate, Method of Apportionment, and Manner of Collection of Special Tax.

“Single-Family Parcel” means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

“Small Lot Tentative Map” means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder’s Office to create legal lots.

“Small Lot Tentative Map Parcel” means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year and which have not yet become a Final Use Small Lot Parcel or a Developed Parcel.

“Special Tax(es)” mean(s) any tax levy under the Act in the CFD.

“Subdivision” or **“Subdivided”** means division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

“Successor Parcel” means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

“Tax Category” means the categories of taxable land uses shown in **Attachments 1 and 2**.

“Tax Collection Schedule” means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

“Tax Escalation Factor” means a factor not to exceed 4 percent, determined by the Administrator in any Fiscal Year following the Base Year by which the Maximum Annual Special Tax for the previous Fiscal Year will be increased to provide sufficient services for the current Fiscal Year.

“Taxable Acreage” means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to **Attachment 1**, contains both taxable and tax-exempt uses, such as a park site.

“Taxable Parcel” means any Parcel that is not a Tax-Exempt Parcel.

“Tax-Exempt Parcel” means a Parcel not subject to the Special Tax. Tax-Exempt Parcels include (a) Public Parcels, (b) Parcels owned by the City, school districts, special districts, or the state or federal government, and (c) Affordable Units.

Certain privately owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowners’ associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

“Undeveloped Parcel” means a Taxable Parcel that is not a Developed Parcel, Final Use Small Lot Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

“Unit” means, for a Single-Family Parcel, the individual residential Unit on such Parcel or, for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential Unit in a multifamily building.

3. Duration of the Special Tax

Parcels in the CFD will remain subject to the Special Tax in perpetuity.

If the Special Tax ceases to be levied, the City will direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax, in addition, will identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

4. Administrative Tasks

Tasks required of the Administrator are discussed below:

- a. Annual Special Tax Escalation. The Administrator shall increase the Maximum Annual Special Tax by the Tax Escalation Factor in each Fiscal Year following the Base Year.
- b. Assignment of the Maximum Annual Special Tax to Original Parcels. **Attachment 1** identifies the Assigned Maximum Annual Special Tax for each Original Parcel at CFD formation, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. Original Parcels are identified by Large Lot Number in **Map 1**. The Assigned Maximum Annual Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Special Tax shall equal the sum of the Assigned Maximum Annual Special Tax for all Large Lot Parcels in that Assessor's Parcel.
- c. Assignment of the Maximum Annual Special Tax to Annexation Parcels. If Parcels are annexed into the CFD after formation, the Maximum Annual Special Tax shall be assigned to these Annexation Parcels using the definitions in **Section 2** and the Maximum Annual Special Tax per Unit or Acre shown in **Attachment 2**, as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Special Taxes under a new zone. **Attachment 1** shall be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable Special Taxes by zone. If new Maximum Annual Special Taxes are created, **Attachments 1** and **2** should be amended to reflect the Maximum Annual Special Taxes and zone(s) for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assigning the Maximum Annual Special Tax to Successor Parcels described in **Section 4.d**. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge or fee in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.
- d. Assignment of the Maximum Annual Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are created through recordation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Special Tax to new Successor Parcels. As necessary, the assignment of the Maximum Annual Special Tax to Successor Parcels should use the Maximum Annual Special Tax Rates within which the Original Parcel and Successor Parcel resides. As a result of each assignment of the Maximum Annual Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be greater, than the Assigned Maximum Annual Special Tax for that Original Parcel or Successor Parcel.
 1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Special Tax to Single-

Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Special Tax to Single-Family Parcels. All references to Maximum Annual Special Taxes in the attachments are subject to application of the Tax Escalation Factor by the Administrator:

- A. Multiply the Maximum Annual Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Special Taxes for all Single-Family Parcels created by the Subdivision.
 - B. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is equal to or greater than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Special Tax per Unit by Tax Category as calculated in Step 4.d.1.A above to each Single-Family Parcel created by the Subdivision.
 - C. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided, Proportionately increase the Maximum Annual Special Tax per Unit for all Units until the sum of resulting Maximum Annual Special Taxes from all Units equals the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Maximum Annual Special Tax is assigned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:
- A. Apportion the Assigned Maximum Annual Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.
 - B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Special Taxes for all Single-Family Parcels created by the Subdivision.
 - C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is equal to or greater than the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Special Tax per Unit by Tax Category as calculated in Step 4.d.2.B above to each Single-Family Parcel created by the Subdivision.
 - D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum

Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, Proportionately increase the Maximum Annual Special Tax per Unit for all Units until the sum of resulting Maximum Annual Special Taxes from all Units equals the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

- E. For the Remainder Parcel or Parcels, identify the Maximum Annual Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Special Tax for all Single-Family Parcels created by the Subdivision. Subtract the sum of the Maximum Annual Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Special Tax assigned to the Remainder Parcel or Parcels in Step 4.d.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.d.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

3. If an Original or Successor Parcel designated as Nonresidential Parcel is Subdivided creating multiple Nonresidential Parcels:

- A. Identify the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being Subdivided.
- B. Determine the Taxable Acreage for all new Successor Parcels being created by the Subdivision.
- C. Sum the Taxable Acreage for all new Successor Parcels from Step 4.d.3.B.
- D. Divide the Taxable Acreage for each Successor Parcel by the results from Step 4.d.3.C to determine the percentage allocation of the Assigned Maximum Annual Special Tax from Step 4.d.3.A.
- E. Multiply the percentage derived in Step 4.d.3.D times the Assigned Maximum Annual Special Tax from Step 4.d.3.A to determine the Assigned Maximum Annual Special Tax for each Successor Parcel created by the Subdivision.

4. If an Original or Successor Parcel designated as a Multifamily For-Rent or For-Sale Parcel has a Building Permit issued:

- A. Identify the Assigned Maximum Annual Special Tax per Unit for High Density Residential shown in **Attachment 2**.
- B. Identify the number of Market Rate Units for the Parcel.

- C. For a Multifamily For-Rent Parcel, multiply the Market Rate Units times the Maximum Annual Special Tax per Unit from Step 4.d.4.A times the number of Units from Step 4.d.4.B to derive the Maximum Annual Special Tax for the Multifamily For-Rent Parcel.
 - D. For a Multifamily For-Sale Parcel, assign the Maximum Annual Special Tax per Unit from Step 4.d.4.A to each Market Rate Unit to derive the Maximum Annual Special Tax for each Parcel.
5. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:
- A. Identify the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.
 - B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Category.
 - C. Sum the Maximum Annual Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Special Tax calculated above for each Taxable Parcel.
 - D. If the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being Subdivided is greater than the sum of Maximum Annual Special Tax for each Taxable Parcel being created, increase Proportionately the Maximum Annual Special Tax per Unit or per Acre on each Taxable Parcel such that the sum of Maximum Annual Special Tax for all Taxable Parcels equals the Maximum Annual Special Tax for the Original Parcel.
- e. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Special Tax per Unit based on their Tax Category as shown in **Attachment 1**, as adjusted by the Tax Escalation Factor.
- f. Transfer of the Assigned Maximum Annual Special Tax from One Large Lot Parcel to Another. The Maximum Annual Special Taxes shown in **Attachment 1** were determined based on the Expected Land Uses for each Large Lot Parcel shown in **Attachment 1**. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording of a Final Small Lot Subdivision Map in any portion of the Large Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the Chief

Financial Officer, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to **Attachment 1** of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to affect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and **Attachment 1**. Before the transfer, the City may require a deposit from the requesting property owner for such costs.

- g. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel fails to qualify as a Tax-Exempt Parcel it shall become subject to the Special Tax. The Maximum Annual Special Tax for the newly assigned Tax Category for such a Parcel is determined using the provisions of **Sections 4** and **5**.
- h. Taxable Parcels That Become Tax-Exempt. A Taxable Parcel that qualifies as a Tax-Exempt Parcel shall be reclassified as a Tax-Exempt Parcel.

5. Assignment of the Maximum Annual Special Tax

- a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in **Section 2**, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:
 - 1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
 - 2. Each Parcel to be classified as a Developed Parcel, a Final Use Small Lot Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
 - 3. Each Unit to be classified as a Market-Rate Unit or an Affordable Unit.
- b. Assignment of the Maximum Annual Special Tax to Taxable Parcels. The Maximum Annual Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.

6. Calculating Annual Special Taxes

The Administrator will compute the Annual Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4** and **5**. All calculations and steps described in this section shall be done for all areas within the CFD. The Administrator then will determine the tax levy for each Taxable Parcel using the following process:

- a. Compute the Annual Costs using the definition of Annual Costs in **Section 2**.
- b. For all Taxable Parcels, calculate the Special Tax levy for each using the following steps:
 - Step 1: Compute 100 percent of the Maximum Annual Special Tax Revenue for all Developed Parcels.
 - Step 2: Compare the Annual Costs with the amount calculated in the previous step.

- Step 3: If the Annual Costs are lower than the amount calculated in Step 1, decrease Proportionately the Maximum Annual Special Tax levy for each Developed Parcel until the revenue from the Special Tax levy equals the Annual Costs.
- Step 4: If the Annual Costs are greater than the amount calculated in Step 1, levy Proportionately the Maximum Annual Special Tax for each Final Use Small Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Final Use Small Lot Parcels, if needed to fund Annual Costs.
- Step 5: If the Annual Costs are greater than the amount calculated in Step 1 and Step 4, levy Proportionately the Maximum Annual Special Tax for each Small Lot Tentative Map Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Small Lot Tentative Map Parcels, if needed to fund Annual Costs.
- Step 6: If the Annual Costs are greater than the amount calculated in Step 1, Step 4, and Step 5, levy Proportionately the Maximum Annual Special Tax for each Large Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Large Lot Parcels, if needed to fund Annual Costs.
- Step 7: If the Annual Costs are greater than the amount calculated in Step 1, Step 4, Step 5, and Step 6, levy Proportionately the Maximum Annual Special Tax for each Undeveloped Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Undeveloped Parcels, if needed to fund Annual Costs.
- c. Levy on each Taxable Parcel the amount calculated above.
- d. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 8**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will not be sent later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to correct any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

7. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Chief Financial Officer appealing the levy of the Special Tax. The Chief Financial Officer then will promptly review the appeal and, if necessary, will meet with the applicant. If the Chief Financial Officer verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the Chief Financial Officer may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in the CFD that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in the CFD, provided such amendment only affects such owner's land and does not reduce the total Maximum Annual Special Tax Revenue for the CFD.

8. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

Attachment 1
Amoruso Ranch CFD No. 2 (Public Services)
Maximum Annual Special Tax by Large Lot - Base Year

Large Lot	APN	Land Use	Acres	Planned Units	Building Sq. Ft.	Maximum Annual Special Tax per Unit/Acre [1]	Maximum Annual Special Tax per Large Lot [1]
AR-4	017-480-001-000	LDR	7.21	31		\$435.57	\$13,502.67
AR-5	017-480-003-000	LDR	2.39	10		\$435.57	\$4,355.70
AR-6	017-480-004-000	LDR	5.37	25		\$435.57	\$10,889.25
AR-11	017-480-023-000	LDR	8.24	38		\$435.57	\$16,551.66
AR-12	017-480-007-000	LDR	3.13	16		\$435.57	\$6,969.12
AR-13	017-480-006-000	LDR	5.39	30		\$435.57	\$13,067.10
AR-21	017-480-009-000	MDR	2.05	15		\$435.57	\$6,533.55
AR-22	017-480-010-000	LDR	6.05	32		\$435.57	\$13,938.24
AR-24	017-480-030-000	LDR	2.50	12		\$435.57	\$5,226.84
AR-25	017-480-011-000	MDR	5.29	38		\$435.57	\$16,551.66
AR-26	017-480-012-000	LDR	9.26	48		\$435.57	\$20,907.36
AR-30	017-480-013-000	LDR	2.89	13		\$435.57	\$5,662.41
AR-32	017-480-046-000	MDR	7.78	58		\$435.57	\$25,263.06
AR-33	017-480-045-000	MDR	5.14	42		\$435.57	\$18,293.94
AR-34	017-480-021-000	LDR	3.21	14		\$435.57	\$6,097.98
AR-35	017-480-019-000	LDR	4.82	20		\$435.57	\$8,711.40
AR-37	017-480-031-000	MDR	4.96	39		\$435.57	\$16,987.23
AR-64A	Por. 017-480-014-000	Park	0.74	n/a		\$0.00	\$0.00
AR-71	017-480-002-000	OS/(Paseos)	0.33	n/a		\$0.00	\$0.00
AR-72A	Por. 017-480-048-000	OS/(Paseos)	0.64	n/a		\$0.00	\$0.00
AR-75	017-480-008-000	OS/(Paseos)	0.84	n/a		\$0.00	\$0.00
AR-79	017-480-018-000	OS/(Paseos)	0.39	n/a		\$0.00	\$0.00
AR-80	017-480-047-000	OS/(Paseos)	1.16	n/a		\$0.00	\$0.00
AR-81	017-480-022-000	OS/(Paseos)	1.19	n/a		\$0.00	\$0.00
A1-A		ROW	6.30	n/a		\$0.00	\$0.00
A2-B		ROW	1.07	n/a		\$0.00	\$0.00
A4-A		ROW	7.00	n/a		\$0.00	\$0.00
A-7		ROW	0.41	n/a		\$0.00	\$0.00
A9-C		ROW	0.13	n/a		\$0.00	\$0.00
AR-1	017-470-001-000	LDR	20.16	70		\$435.57	\$30,489.90
AR-2	017-470-019-000	LDR	24.71	101		\$435.57	\$43,992.57
AR-3	017-470-002-000	LDR	27.26	84		\$435.57	\$36,587.88
AR-7	017-470-011-000	LDR	3.12	19		\$435.57	\$8,275.83
AR-8	017-470-014-000	LDR	8.44	56		\$435.57	\$24,391.92
AR-9	017-470-040-000	LDR	6.26	42		\$435.57	\$18,293.94
AR-10	017-470-020-000	MDR	10.53	138		\$435.57	\$60,108.66
AR-14	017-480-005-000	LDR	7.44	50		\$435.57	\$21,778.50
AR-15	017-470-036-000	LDR	7.43	49		\$435.57	\$21,342.93
AR-16	017-470-034-000	LDR	6.56	45		\$435.57	\$19,600.65
AR-17	017-470-031-000	LDR	3.62	24		\$435.57	\$10,453.68
AR-18	017-470-030-000	LDR	5.11	33		\$435.57	\$14,373.81
AR-19	017-470-028-000	HDR	9.33	230		\$270.05	\$62,111.50
AR-23	017-470-033-000	LDR	2.75	19		\$435.57	\$8,275.83
AR-27	017-480-015-000	LDR	2.40	15		\$435.57	\$6,533.55
AR-28	017-470-027-000	MDR	10.17	129		\$435.57	\$56,188.53
AR-31	017-480-016-000	LDR	4.40	27		\$435.57	\$11,760.39
AR-36	017-480-042-000	HDR	7.54	113		\$270.05	\$30,515.65
AR-38	017-470-023-000	HDR	15.07	380		\$270.05	\$102,619.00
AR-39	017-470-025-000	MDR	7.81	66		\$435.57	\$28,747.62
AR-40	017-470-024-000	LDR	14.42	81		\$435.57	\$35,281.17
AR-42	017-480-037-000	MDR	7.53	76		\$435.57	\$33,103.32
AR-43	017-480-036-000	LDR	12.12	82		\$435.57	\$35,716.74
AR-44	017-480-040-000	HDR	5.91	150		\$270.05	\$40,507.50
AR-45	017-480-041-000	MDR	7.98	94		\$435.57	\$40,943.58
AR-46	017-470-013-000	LDR	2.38	13		\$435.57	\$5,662.41
AR-50	017-470-037-000	PQP	9.59	n/a		\$0.00	\$0.00

Attachment 1
Amoruso Ranch CFD No. 2 (Public Services)
Maximum Annual Special Tax by Large Lot - Base Year

Large Lot	APN	Land Use	Acres	Planned Units	Building Sq. Ft.	Maximum Annual Special Tax per Unit/Acre [1]	Maximum Annual Special Tax per Large Lot [1]
AR-51	017-480-044-000	HDR	14.15	91		\$270.05	\$24,574.55
		CC			105,551	\$0.16	\$16,888.16
		MU			18,627	\$0.13	\$2,421.51
AR-51 Total							\$43,884.22
AR-52	017-480-043-000	HDR	12.97	68		\$270.05	\$18,363.40
		CC			96,749	\$0.16	\$15,479.84
		MU			17,073	\$0.13	\$2,219.49
AR-52 Total							\$36,062.73
AR-53	017-470-022-000	CC	23.71	n/a	238,000	\$0.16	\$38,080.00
AR-54	017-480-039-000	PQP	2.95	n/a		\$0.00	\$0.00
AR-55	017-480-035-000	PQP	1.46	n/a		\$0.00	\$0.00
AR-56	017-470-004-000	PQP	0.28	n/a		\$0.00	\$0.00
AR-57	017-480-027-000	PQP	0.85	n/a		\$0.00	\$0.00
AR-58	017-480-056-000	PQP	1.35	n/a		\$0.00	\$0.00
AR-59	017-480-057-000	PQP	0.65	n/a		\$0.00	\$0.00
AR-60	017-470-003-000	Park	1.28	n/a		\$0.00	\$0.00
AR-61	017-470-012-000	Park	1.87	n/a		\$0.00	\$0.00
AR-62	017-470-021-000	Park	10.34	n/a		\$0.00	\$0.00
AR-63	017-480-028-000	Park	1.71	n/a		\$0.00	\$0.00
AR-64B	Por. 017-480-014-000	Park	1.92	n/a		\$0.00	\$0.00
AR-66	017-480-020-000	Park	2.86	n/a		\$0.00	\$0.00
AR-67	017-470-026-000	Park	2.02	n/a		\$0.00	\$0.00
AR-70	017-470-005-000	OS/(Paseos)	0.57	n/a		\$0.00	\$0.00
AR-72B	Por. 017-480-048-000	OS/(Paseos)	0.34	n/a		\$0.00	\$0.00
AR-73	017-470-035-000	OS/(Paseos)	0.97	n/a		\$0.00	\$0.00
AR-74	017-470-041-000	OS/(Paseos)	0.59	n/a		\$0.00	\$0.00
AR-76	017-470-032-000	OS/(Paseos)	0.33	n/a		\$0.00	\$0.00
AR-77	017-470-029-000	OS/(Paseos)	0.94	n/a		\$0.00	\$0.00
AR-78	017-470-038-000	OS/(Paseos)	0.49	n/a		\$0.00	\$0.00
AR-90	017-470-009-000	OS	3.81	n/a		\$0.00	\$0.00
AR-91	017-470-007-000	OS	4.16	n/a		\$0.00	\$0.00
AR-92	017-480-025-000	OS	28.70	n/a		\$0.00	\$0.00
AR-93	017-480-024-000	OS	3.10	n/a		\$0.00	\$0.00
AR-94	017-470-016-000	OS	2.30	n/a		\$0.00	\$0.00
AR-95	017-480-032-000	OS	2.71	n/a		\$0.00	\$0.00
AR-96	017-480-052-000	OS	2.29	n/a		\$0.00	\$0.00
AR-97	017-480-033-000	OS	41.68	n/a		\$0.00	\$0.00
AR-98	017-470-010-000, 017-470-046-000	OS	7.94	n/a		\$0.00	\$0.00
AR-99	017-470-008-000	OS	0.50	n/a		\$0.00	\$0.00
AR-100	017-470-006-000	OS	1.22	n/a		\$0.00	\$0.00
AR-101	017-470-015-000	OS	0.96	n/a		\$0.00	\$0.00
AR-102	017-470-017-000	OS/(Paseos)	0.64	n/a		\$0.00	\$0.00
AR-103	017-470-039-000	OS/(Paseos)	0.68	n/a		\$0.00	\$0.00
AR-104	017-470-018-000	OS/(Paseos)	0.85	n/a		\$0.00	\$0.00
AR-105	017-480-026-000	OS	38.19	n/a		\$0.00	\$0.00
AR-106	017-480-029-000	OS	0.66	n/a		\$0.00	\$0.00
AR-107	017-480-017-000	OS	0.36	n/a		\$0.00	\$0.00
AR-108	017-480-038-000	OS	0.62	n/a		\$0.00	\$0.00
AR-109	017-480-055-000	OS	0.77	n/a		\$0.00	\$0.00
AR-111	017-480-054-000	OS	0.19	n/a		\$0.00	\$0.00
AR-112	017-480-053-000	OS	1.05	n/a		\$0.00	\$0.00
AR-113	017-480-034-000	OS	1.84	n/a		\$0.00	\$0.00
AR-114	017-480-051-000	OS	0.55	n/a		\$0.00	\$0.00
AR-115	017-480-050-000	OS	0.73	n/a		\$0.00	\$0.00

Attachment 1
Amoruso Ranch CFD No. 2 (Public Services)
Maximum Annual Special Tax by Large Lot - Base Year

Large Lot	APN	Land Use	Acres	Planned Units	Building Sq. Ft.	Maximum Annual Special Tax per Unit/Acre [1]	Maximum Annual Special Tax per Large Lot [1]
AR-116	017-480-049-000	OS	0.26	n/a		\$0.00	\$0.00
Westbrook Blvd			19.54	n/a		\$0.00	\$0.00
NAPOTS			50.58	n/a		\$0.00	\$0.00
Roads			32.01	n/a		\$0.00	\$0.00
AR-110			20.00	1		\$0.00	\$0.00
Totals			709.41	2,827			\$1,135,193.18

"att2"

[1] The Maximum Annual Special Tax per Unit/Acre and Maximum Annual Special Tax per Large Lot is increased by the Tax Escalation Factor in each Fiscal Year following the Base Year of FY 2023-24.

Attachment 2
Amoruso Ranch CFD No. 2 (Public Services)
Maximum Annual Special Tax by Tax Category - Base Year

Tax Category	Maximum Annual Special Tax per Unit/Acre [1]
Residential Uses	<i>per Unit</i>
Low Density Residential (LDR)	\$435.57
Medium Density Residential (MDR)	\$435.57
Affordable Medium Density Residential (Affordable MDR)	\$0.00
High Density Residential (HDR)	\$270.05
Affordable High Density Residential (Affordable HDR)	\$0.00
Nonresidential Uses	<i>per Acre</i>
Mixed Use	\$0.13
Community Commercial (CC)	\$0.16

[1] The Maximum Annual Special Tax per Unit/Acre is increased by the Tax Escalation Factor in each Fiscal Year following the Base Year of FY 2023-24.

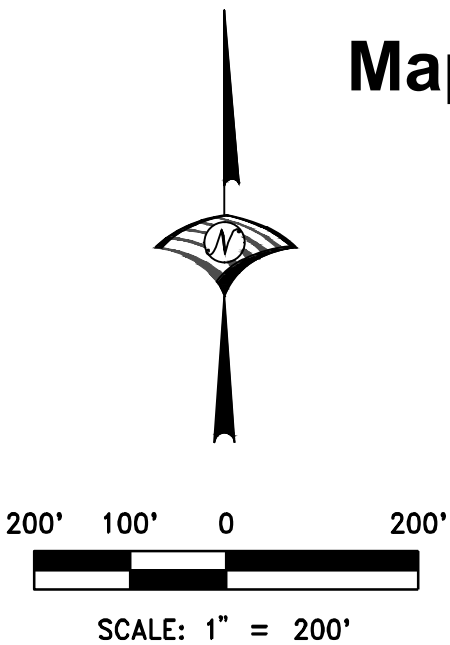
AMORUSO RANCH - CFD #2
BROOKFIELD RESIDENTIAL

ROSEVILLE

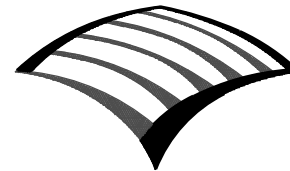
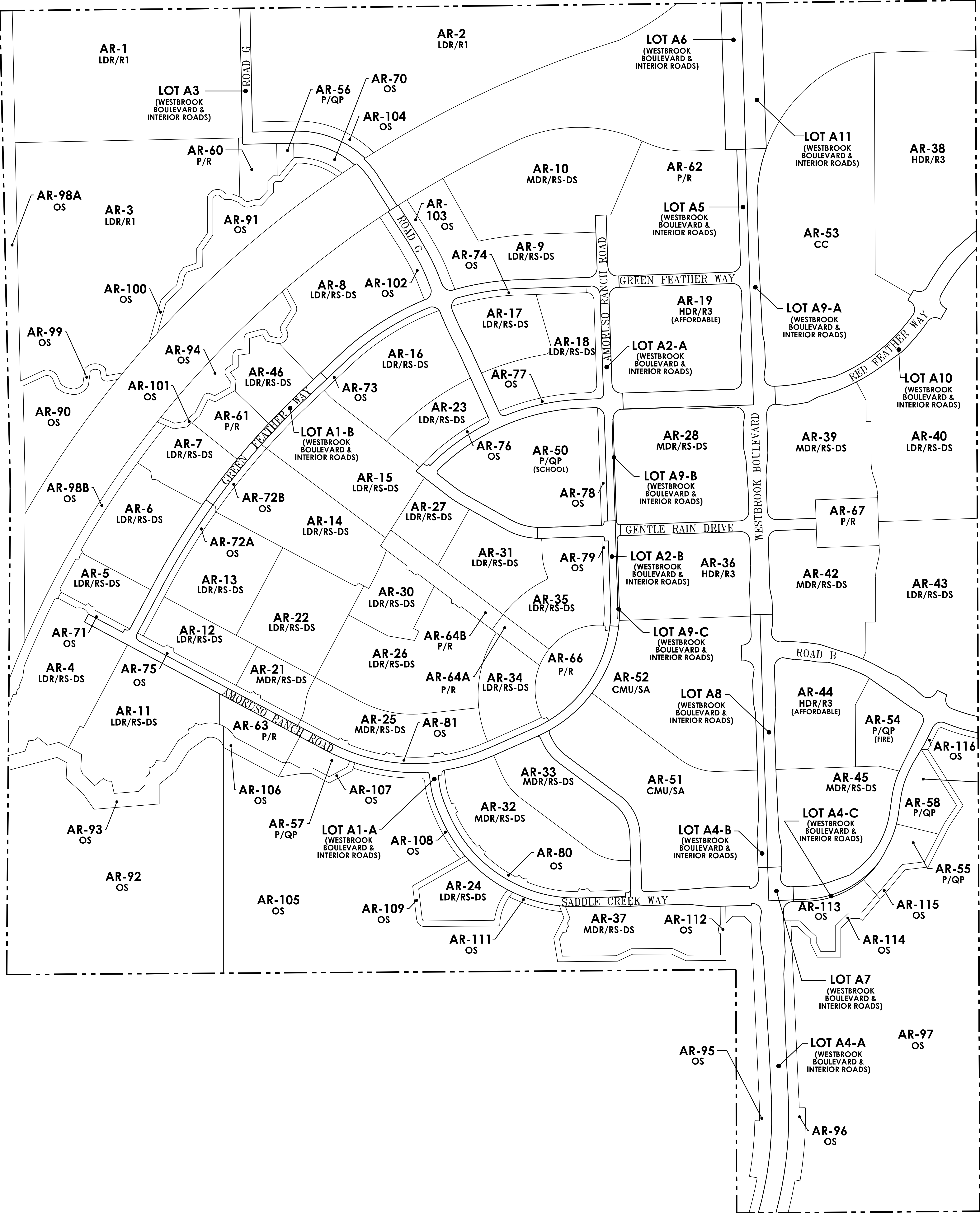
CALIFORNIA

MARCH 9, 2023

Map 1



Lot ID	Land Use	Area (AC)	Units
AR-1	LDR	20.16	70
AR-2	LDR	24.71	101
AR-3	LDR	27.26	84
AR-4	LDR	7.21	31
AR-5	LDR	2.39	10
AR-6	LDR	5.37	25
AR-7	LDR	3.12	19
AR-8	LDR	8.08	56
AR-9	LDR	6.26	42
AR-10	MDR	10.53	138
AR-11	LDR	8.24	38
AR-12	LDR	3.13	16
AR-13	LDR	5.37	30
AR-14	LDR	7.47	50
AR-15	LDR	7.44	49
AR-16	LDR	6.56	45
AR-17	LDR	3.62	24
AR-18	LDR	5.08	33
AR-19	HDR	9.33	230
AR-21	MDR	2.05	15
AR-22	LDR	6.04	32
AR-23	LDR	2.72	19
AR-24	LDR	2.50	12
AR-25	MDR	5.29	38
AR-26	LDR	9.29	48
AR-27	LDR	2.40	15
AR-28	MDR	10.17	129
AR-30	LDR	2.86	13
AR-31	LDR	4.40	27
AR-32	MDR	7.78	58
AR-33	MDR	5.14	42
AR-34	LDR	3.21	14
AR-35	LDR	4.82	20
AR-36	HDR	7.54	113
AR-37	MDR	4.96	39
AR-38	HDR	15.07	380
AR-39	MDR	7.81	66
AR-40	LDR	14.42	81
AR-42	MDR	7.53	76
AR-43	LDR	12.12	82
AR-44	HDR	5.91	150
AR-45	MDR	7.98	94
AR-46	LDR	2.74	13
AR-50	P/QP	9.59	0
AR-51	CC/VC	14.15	91
AR-52	CC/VC	12.97	68
AR-53	CC	23.71	0
AR-54	P/QP	2.95	0
AR-55	P/QP	1.46	0
AR-56	P/QP	0.28	0
AR-57	P/QP	0.85	0
AR-58	P/QP	1.35	0
AR-59	P/QP	0.65	0
AR-60	P/R	1.28	0
AR-61	P/R	1.87	0
AR-62	P/R	10.34	0
AR-63	P/R	1.71	0
AR-64A	P/R	0.74	0
AR-64B	P/R	1.82	0
AR-66	P/R	2.86	0
AR-67	P/R	2.02	0
AR-70	OS	0.57	0
AR-71	OS	0.33	0
AR-72A	OS	0.64	0
AR-72B	OS	0.34	0
AR-73	OS	0.97	0
AR-74	OS	0.59	0
AR-75	OS	0.84	0
AR-76	OS	0.34	0
AR-77	OS	0.96	0
AR-78	OS	0.49	0
AR-79	OS	0.39	0
AR-80	OS	1.16	0
AR-81	OS	1.19	0
AR-90	OS	3.81	0
AR-91	OS	4.16	0
AR-92	OS	28.70	0
AR-93	OS	3.10	0
AR-94	OS	2.30	0
AR-95	OS	2.72	0
AR-96	OS	2.29	0
AR-97	OS	41.68	0
AR-98A	OS	5.93	0
AR-98B	OS	2.01	0
AR-99	OS	0.50	0
AR-100	OS	1.22	0
AR-101	OS	0.96	0
AR-102	OS	0.64	0
AR-103	OS	0.68	0
AR-104	OS	0.85	0
AR-105	OS	38.19	0
AR-106	OS	0.66	0
AR-107	OS	0.36	0
AR-108	OS	0.62	0
AR-109	OS	0.77	0
AR-111	OS	0.19	0
AR-112	OS	1.05	0
AR-113	OS	1.84	0
AR-114	OS	0.55	0
AR-115	OS	0.73	0
AR-116	OS	0.26	0
LOT A10	RW	3.10	0
LOT A11	RW	2.02	0
LOT A1-A	RW	6.30	0
LOT A1-B	RW	1.01	0
LOT A2-A	RW	7.91	0
LOT A2-B	RW	1.07	0
LOT A3	RW	2.18	0
LOT A4-A	RW	7.00	0
LOT A4-B	RW	1.57	0
LOT A4-C	RW	0.10	0
LOT A5	RW	3.89	0
LOT A6	RW	1.99	0
LOT A7	RW	0.41	0
LOT A8	RW	6.35	0
LOT A9-A	RW	6.46	0
LOT A9-B	RW	0.09	0
LOT A9-C	RW	0.13	0



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST. BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

EXHIBIT B

CITY OF ROSEVILLE Amoruso Ranch Community Facilities District No. 2 (Public Services)

DESCRIPTION OF SERVICES

The authorized services to be funded from the levy and collection of annual special taxes shall consist of those items set forth below, in addition to the costs associated with collecting and administering the special taxes and annual administering the CFD. The authorized services to be funded for the Amoruso Ranch Community Facilities District (CFD) No. 2 (Public Services) include these:

1. Open Space improvement, operations and management, monitoring, maintenance (including, but not limited to, general maintenance, signage, benches, striping, City owned fence maintenance, trash and debris collection, and bike trails and their appurtenances [drainage culverts or pipes from adjacent subdivisions] within open space), creation and maintenance of fire breaks, Permits, Vandalism/Graffiti, Flood Conveyance (Vegetation/tree removals), Beaver dam removals, Outfall/drainage swale maintenance, Erosion control/bank stabilization, Native planting/replanting, Pre and post emergent, environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the Environmental Impact Report, maintenance activities as required by the 404 permit and Open Space Overarching Maintenance & Management Plan and repair and replacement of facilities within open space areas.
2. The maintenance of on-site landscape corridors and paseos designed to serve the territory within the CFD, including, but not limited to, general maintenance, masonry walls, accent lighting, water and utility costs.
3. The maintenance of medians, entries, and entry monumentation.
4. The performance of leaf pick-up and street sweeping designed to serve the territory within the CFD, including along the following roads:
 - Westbrook Boulevard.
 - West Sunset Boulevard.
5. Neighborhood park maintenance, and repair and replacement.
6. Storm water management, water quality structural controls, including, but not limited to, drainage swales constructed between storm drain facilities and receiving waters, and maintenance of flood control facilities including, but not limited to, detention basins and created wetlands.

7. Bus Transfer Station, bus shelters, bus stops and any park and ride lots as well as bus signs.
8. Miscellaneous costs related to any of the items described above, including but not limited to planning, engineering, GIS, legal, and City and County administration costs.
9. The levy of special taxes to accumulate sinking funds for anticipated future repairs or replacement costs of landscape corridors, irrigation facilities, medians, entries and entry monumentation, lighting, neighborhood parks, storm water management and other facilities authorized to be maintained by the CFD or for which the City is authorized to finance services through the CFD, as determined by the Administrator.

EXHIBIT C

CITY OF ROSEVILLE Amoruso Ranch Community Facilities District No. 2 (Public Services)

ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND WITHIN COMMUNITY FACILITIES DISTRICT

APN	OWNER
017-470-001-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-002-000	EISENPRESS ANGELA TR ET AL
017-470-003-000	EISENPRESS ANGELA TR ET AL
017-470-004-000	EISENPRESS ANGELA TR ET AL
017-470-005-000	EISENPRESS ANGELA TR ET AL
017-470-006-000	EISENPRESS ANGELA TR ET AL
017-470-007-000	EISENPRESS ANGELA TR ET AL
017-470-008-000	EISENPRESS ANGELA TR ET AL
017-470-009-000	EISENPRESS ANGELA TR ET AL
017-470-010-000	EISENPRESS ANGELA TR ET AL
017-470-011-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-012-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-013-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-014-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-015-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-016-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-017-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-018-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-019-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-020-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-021-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-022-000	EISENPRESS ANGELA TR
017-470-023-000	EISENPRESS ANGELA TR
017-470-024-000	EISENPRESS ANGELA TR
017-470-025-000	EISENPRESS ANGELA TR
017-470-026-000	EISENPRESS ANGELA TR
017-470-027-000	EISENPRESS ANGELA TR
017-470-028-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-029-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-030-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-031-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-032-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-033-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-034-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-035-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-036-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-037-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-038-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-039-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-040-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-041-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-046-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-001-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-002-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-003-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-004-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-005-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-006-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-007-000	BROOKFIELD SACRAMENTO HOLDINGS LLC

APN	OWNER
017-480-008-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-009-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-010-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-011-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-012-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-013-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-014-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-015-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-016-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
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017-480-019-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
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017-480-027-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
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017-480-030-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-031-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-032-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-033-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-034-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-035-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-036-000	EISENPRESS ANGELA TR
017-480-037-000	EISENPRESS ANGELA TR
017-480-038-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-039-000	EISENPRESS ANGELA TR
017-480-040-000	EISENPRESS ANGELA TR
017-480-041-000	EISENPRESS ANGELA TR
017-480-042-000	EISENPRESS ANGELA TR
017-480-043-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-044-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-045-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-046-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-047-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-048-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-049-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-050-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-051-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-052-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-053-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-054-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-055-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-056-000	EISENPRESS ANGELA TR
017-480-057-000	EISENPRESS ANGELA TR

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 23-187

A RESOLUTION OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS

**CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)**

Annexation No. 28 (Amoruso Ranch)

WHEREAS, the City Council (the “Council”) of the City of Roseville (the “City”) on April 5, 2023 adopted Resolution No. 23-121, entitled “A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein” (the “Resolution of Intention”), stating its intention to annex territory to the City’s Community Facilities District No. 3 (Municipal Services) (the “CFD”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”);

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the services to be provided and the rate and method of apportionment of the special tax to be levied within the territory to be annexed to the CFD, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

WHEREAS, said annexation boundary map, labeled Annexation Map No. 28 of Community Facilities District No. 3 (Municipal Services) (Amoruso Ranch), has been recorded with the County Recorder of the County of Placer at Page 4 in Book 85 of Maps of Assessment and Community Facilities Districts, which map shows the territory to be annexed to the CFD;

WHEREAS, on the date hereof, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD;

WHEREAS, at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD.

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

2. The description and map of the boundaries of the territory to be annexed to CFD, as described in the aforementioned Annexation Map No. 28 on file with the Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

3. The provisions of the Resolution of Intention as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.

4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefor as hereinafter provided.

5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory proposed to be annexed to the CFD.

6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This Council hereby determines that paragraphs (a), (b), and (c)(1) of said Section 4000 and Section 4108 of the California Elections Code are applicable to this election, provided however, the City has received written waivers from the owner of all the territory to be annexed and the election may be expedited.

7. The Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on May 17, 2023 either virtually (if so noticed by the City) or at the City of Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678.

8. The City Clerk is hereby appointed as the election official to conduct the election and cause to be provided to each landowner(s) in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which form is hereby approved.

9. The City Clerk shall accept the ballots of the qualified electors received prior to 6:00 p.m. on May 17, 2023, whether received by mail or by personal delivery.

10. This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

11. Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the provision and/or acquisition of the services

and the incidental costs thereof, all as defined in the Resolution of Intention, shall constitute the specific single purpose; (b) the proceeds shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual audit and report of the CFD.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2023, by the following vote of the City Council:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

**CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)**

Annexation No. 28 (Amoruso Ranch)

**OFFICIAL BALLOT
SPECIAL TAX ELECTION**

This ballot is for the special landowner election to annex property into City of Roseville Community Facilities District No. 3 (Municipal Service). You must return this ballot to the office of the City Clerk of the City of Roseville **no later than the hour of 6:00 p.m. on May 17, 2023, either by mail or in person.** The Clerk's office is located at 311 Vernon Street, Roseville, CA 95678.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another.

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT, OR THE VOTER MAY WRITE NUMBERS IN THE SPACES PROVIDED.

The amount of money at build out that could be raised annually by the special tax levied in the territory to be annexed is \$1,003,842.52 for Fiscal Year 2022-2023 (and subject to escalation annually), the duration of the special tax is perpetual, and the rate of the special tax shall be determined in accordance with the rate, method of apportionment, and manner of collection of special tax for the CFD.

BALLOT MEASURE: Shall the City of Roseville (the "City"), by and for its Community Facilities District No. 3 (Municipal Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in "A Resolution of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors," adopted by the City Council of the City on May 17, 2023?	YES: _____ NO: _____
--	---

By execution in the space provided below, you also indicate your waiver of (i) the time limit pertaining to the conduct of the election, (ii) any requirement for analysis and arguments with respect to the ballot measure, and (iii) any irregularity in the proceedings that may be claimed as a result of the this vote or the application of such waivers.

Number of Acres: _____

Property Owner:

Number of Votes: _____

By: _____

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 23-188

**A RESOLUTION DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION,
DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF
AMENDED NOTICE OF SPECIAL TAX LIEN**

**CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)**

Annexation No. 28 (Amoruso Ranch)

WHEREAS, in proceedings heretofore conducted by the City Council (the "Council") of the City of Roseville (the "City") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 3 (Municipal Services) (the "CFD");

WHEREAS, pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Council has reviewed the Canvass and hereby approves it;

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this Council on April 5, 2023, entitled, "A Resolution of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors."

2. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the CFD by more than two-thirds of the landowners voting at the special election.

3. Pursuant to the voter approval, said annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.

4. It is hereby found that all prior proceedings and actions taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

5. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Placer, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2023, by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

CANVASS AND STATEMENT OF RESULT OF ELECTION

**CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)**

Annexation No. 28 (Amoruso Ranch)

I hereby certify that on this date, I canvassed the returns of the election held on March 1, 2023 in the territory annexed to City of Roseville Community Facilities District No. 3 (Municipal Services), which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	<u>Qualified Landowner Votes</u>	<u>Votes Cast</u>	<u>YES</u>	<u>NO</u>
City of Roseville Community Facilities District No. 3 (Municipal Services) Annexation No. 28 (Amoruso Ranch) Special Tax Annexation Election, May 17, 2023	_____	_____	_____	_____

BALLOT MEASURE: Shall the City of Roseville (the "City"), by and for its Community Facilities District No. 3 (Municipal Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in "A Resolution of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors," adopted by the City Council of the City on May 17, 2023?

YES: _____

NO: _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on _____, 2023.

By: _____
City Clerk
City of Roseville

**RECORDING REQUESTED BY AND
AFTER RECORDATION PLEASE RETURN TO:**

City Clerk Department
City of Roseville
311 Vernon Street
Roseville, CA 95678
Telephone: (916) 774-5263

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

CITY OF ROSEVILLE
COMMUNITY FACILITIES DISTRICT NO. 3 (MUNICIPAL SERVICES)
COUNTY OF PLACER, STATE OF CALIFORNIA

ANNEXATION NO. 28 (AMORUSO RANCH)

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, et. seq., of the California Government Code (the "Act"), the undersigned City Clerk of the City of Roseville (the "City"), County of Placer, State of California, hereby gives notice that a lien to secure payment of a special tax which the City is authorized to levy for Community Facilities District No. 3 (Municipal Services) (the "CFD"), County of Placer, State of California, is hereby imposed on the property described herein. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of public services in and according to the rate and method of apportionment set forth in that certain Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder of the County of Placer, State of California on October 22, 2004, as Document No. 2004-0140669, to which recorded Notice of Special Tax Lien and amendment thereto reference is hereby made and the provisions of which are hereby incorporated by this reference.

This Amended Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory of Community Facilities District No. 3 (Municipal Services) of the City Roseville the lands set forth in that certain "Annexation Map No. 28" to Community Facilities District No. 3 (Municipal Services), County of Placer, State of California," heretofore recorded on April 11, 2023 at Book 4 Maps of Assessment and Community Facilities Districts at Page 85 in the office of the County Recorder of the County of Placer, State of California.

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53324 of the Government Code, the undersigned, City Clerk of the City of Roseville, hereby gives notice that a lien to secure payment of a special tax which the City Council of the City of Roseville, County of Placer, State of California is authorized to levy is hereby imposed.

The special tax secured by this lien is authorized to be levied for the purpose of paying for public services as described in **Exhibit A** attached hereto, and the incidental expenses related thereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which have been annexed to Community Facilities District No. 3 (Municipal Services), as shown in the Annexation Map referred to above, are thus included in this Amended Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the City are as set forth in **Exhibit C** attached hereto and hereby made a part hereof.

The special tax is authorized to be levied against the parcel(s) described in **Exhibit C** attached hereto, which parcel(s) has been annexed into Community Facilities District No. 3 (Municipal Services), City of Roseville, County of Placer, State of California, which has been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect unless the special tax obligation is canceled in accordance with law or the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The amended rate, method of apportionment and the manner of collection of the authorized special tax is shown on **Exhibit B** attached hereto. The rate, method of apportionment, and the manner of collection of the authorized special tax does not contain conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the Community Facilities District No. 3 (Municipal Services), City of Roseville, in accordance with Section 3115.5 of the Streets and Highways Code.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the City Administrator of the City of Roseville, 311 Vernon Street, Roseville, CA 95678, telephone number (916) 774-5319.

Dated: As of _____, 2023

By: _____
City Clerk
City of Roseville

EXHIBIT A – List of Authorized Services
EXHIBIT B – Amended Rate and Method of Apportionment
EXHIBIT C – Property Owner(s) and Parcel Number(s)

EXHIBIT A

CITY OF ROSEVILLE COMMUNITY FACILITIES DISTRICT NO. 3 (MUNICIPAL SERVICES)

LIST OF AUTHORIZED SERVICES

The Community Facilities District No. 3 (Municipal Services) (the "CFD") shall include the City services authorized under Section 53313 of the Community Facilities Act of 1982, Chapter 2.5 of Division 2 of Title 5 of the California Government Code, commencing with Section 53311 (the "Act"), which include the following services, to the extent that such services are in addition to those provided in the territory of the CFD before the CFD was created (or, as to territory which may be annexed to the CFD, before such territory was annexed to the CFD.) In accordance with Section 53313 of the Act, the additional services may not supplant services already available within the territory when the district was created.

- (a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services are limited to providing services for jails, detention facilities, and juvenile halls.
- (b) Fire protection and suppression services, and ambulance and paramedic services.
- (c) Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities, subject to the limitations contained in Section 53313 of the Act.
- (d) Maintenance of parks, parkways, and open space.
- (e) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, and sandstorm protection systems.
- (f) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment, subject to the limitations contained in Section 53313 of the Act.

EXHIBIT B

CITY OF ROSEVILLE COMMUNITY FACILITIES DISTRICT NO. 3 (MUNICIPAL SERVICES)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 3 (Municipal Services) [herein "CFD No. 3"] shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 3, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 3, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or **"Acre"** means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the CFD as determined by the Finance Director.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Affordable Housing Director" means, at any point in time, the person within the City who services as head of the department that is in charge of the City's affordable housing program.

"Affordable Unit" means a Unit built on a Parcel for which an Affordable Purchase Development Agreement or similar agreement has been recorded on title of the property designating the Unit as affordable (as determined by the City) and resulting in a deed of trust on the Parcel in favor of the City. The City's Affordable Housing Director shall determine which Units are designated as Affordable Units and maintain an Affordable Unit Listing which shall contain all designated buildable parcels by tract and lot number. The Affordable Unit Listing shall also be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market Rate Units. The Affordable Unit Listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Special Tax for Parcels pursuant to Section C.

“Affordable Unit Assignment” means a reduction in the Maximum Special Tax for a Parcel due to the assignment of an Affordable Unit(s) to the Parcel.

“Annual Tax Escalation Factor” means an annual increase in the Maximum Special Tax following the Base Year in an amount equal to the lesser of: (i) the combined percentage increase, if any, in the City of Roseville General Fund Operating Budget for police and fire services, or (ii) four percent (4%).

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Authorized Services” means the public services authorized to be funded by CFD No. 3 as set forth in the documents adopted by the City Council when the CFD was formed.

“Base Year” means Fiscal Year 2010-11.

“City” means the City of Roseville.

“City Council” means the City Council of the City of Roseville, acting as the legislative body of CFD No. 3.

“County” means the County of Placer.

“Developed Property” means, in any Fiscal Year, both of the following:

- For Condominium Conversion Parcels, all individual Units for which an escrow has closed prior to June 30 of the preceding Fiscal Year; and
- All other Parcels of Taxable Property within the CFD for which a use permit or building permit for new construction of a residential or non-residential structure was issued prior to June 30 of the preceding Fiscal Year.

“Finance Director” means the Finance Director for the City of Roseville or his or her designee or successor.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Land Use Designation” means the land use designated to be built on a particular Parcel based on reference to an adopted community plan or specific plan or, to the extent that such a plan has not been approved for a Parcel, to the City’s general plan.

“Market Rate Unit” means a Unit that is not an Affordable Unit.

“Multi-Family Property” means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued or may be issued for construction of a residential structure with multiple units that share common walls, all of which are offered for rent to the general public.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

“Public Property” means any property within the boundaries of CFD No. 3 that is owned by the federal government, State of California, County, City, or other public agency.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale Units, including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

“Special Tax” means any tax levied to pay for Authorized Services.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 3 which are not exempt from the Special Tax pursuant to law or Section E below.

“Unit” means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure.

“Zoning Designation” means, for a particular Parcel, the designation of zoning for the Parcel based on the zoning map symbols set forth in the City’s zoning ordinance or, if the designation is inconsistent with the City’s zoning ordinance, as determined by the Administrator.

B. CATEGORIZING PARCELS FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Parcels of Developed Property within CFD No. 3. The Administrator shall then identify the Land Use Designation for each Parcel of Developed Property to determine the appropriate Maximum Special Tax pursuant to Section C below. If a Land Use Designation has not been assigned to a Parcel of Developed Property, the Administrator shall determine the Zoning Designation for the Parcel and reference Table 1 below to determine the Maximum Special Tax associated with that Zoning Designation. If the Zoning Designation for the Parcel applies to more than one Land Use Designation as reflected in Table 1, the Administrator shall determine the appropriate Maximum Special Tax rate for the Parcel by identifying the Maximum Special Tax shown in Table 1 for the land use category that is most similar to the land use that will be built on the Parcel.

For Single Family Attached Property or multi-family property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property. For Condominium Parcels, the Administrator shall also determine the date of which escrow closed for any Units that were sold to individual buyers in the prior Fiscal Year.

For Parcels with a Land Use Designation of Residential, Mixed Use; Village Center – Medium Density Residential; Village Center – High Density Residential; or Commercial, Mixed Use, the Administrator shall determine whether (i) residential units that have been or will be built on the

Parcel will be offered for sale to individual home buyers and (ii) a separate Assessor's Parcel number will be assigned to the airspace parcel associated with each residential unit. Once separate Parcel numbers have been assigned to the residential airspace Parcels, the Administrator shall assign a Maximum Special Tax to the airspace Parcel for each residential unit. In addition, the Administrator shall tax the commercial land uses on the Parcel using the Maximum Special Tax for the appropriate commercial Land Use Designation in Table 1 below. The acreage to be used to calculate the Maximum Special Tax on the commercial uses shall be the full land area of the underlying Assessor's Parcel on which the residential and commercial land uses are located.

Upon recordation of each Final Map creating Single Family Detached Property and/or Single Family Attached Property, the ECS Director is to determine the number of Affordable Units included within the Final Map. When building permits are issued for the Affordable Units designated on each Parcel, the Administrator shall reduce the Maximum Special Tax for each Affordable Unit to fifty percent (50%) of the Maximum Special Tax that applies to the Market Rate Units with the same Zoning Designation. After May 1 of each Fiscal Year, the Administrator shall obtain the Affordable Unit Listing from the Affordable Housing Director to confirm which Parcels qualify for an Affordable Unit Adjustment in the following Fiscal Year.

C. MAXIMUM SPECIAL TAX

All Taxable Property within the CFD shall be subject to a Maximum Special Tax that will be levied each Fiscal Year to pay for Authorized Services. As discussed above, the Administrator shall rely first on the Land Use Designation for a Parcel to determine the appropriate Maximum Special Tax in Table 1 below but, in the absence of an assigned Land Use Designation, the Administrator shall refer to the Zoning Designation and land use to be built on the Parcel. The following Maximum Special Tax rates apply to all Parcels of Developed Property within CFD No. 3:

Table 1 Maximum Special Taxes		
Land Use Designation	Zoning Designation	Maximum Special Tax (Fiscal Year 2004-05) *
Low Density Residential [LDR]	R1	\$293 per Unit
Medium Density Residential [MDR]	RS, R2, R3	\$293 per Unit
High Density Residential [HDR] or [HDR (Senior)]	R3	\$196 per Unit
Residential, Mixed Use or Village Center – Medium Density Residential or Village Center – High Density Residential	R3, RMU	\$196 per Unit
Community Commercial	CC	\$1,604 per Acre
General Commercial	GC	\$1,604 per Acre
Highway Commercial	HC	\$1,604 per Acre
Regional Commercial	RC	\$1,604 per Acre
Central Business District	CBD	\$1,604 per Acre

* Beginning July 1, 2005 and each July 1 thereafter, the Maximum Special Taxes shown above shall be adjusted by applying the Annual Tax Escalation Factor. The Maximum Special Tax for Affordable Units within a particular Zoning Designation shall be fifty percent (50%) of the amount shown above for that Zoning Designation, as adjusted by the Annual Tax Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Administrator shall levy the Maximum Special Tax on each Parcel of Developed Property in CFD No. 3. The Special Tax for CFD No. 3 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes provided, however, that CFD No. 3 may (under the authority of Government Code Section 53340) in any particular case bill the taxes directly to the property owner off the County tax roll, and the Special Tax will be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Public Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning the Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

AMENDED MAXIMUM SPECIAL TAX RATES

COMMUNITY FACILITIES DISTRICT NO. 3
(MUNICIPAL SERVICES)
ANNEXATION NO. 28 (AMORUSO RANCH)

Planned Land Uses	(Base Year FY 2022/23) Maximum Special Tax Rates*	Units/Acres	Anticipated FY 2022/23 Maximum Special Tax if Built Out
Low Density Residential	\$377.00 per unit	1,099 units	\$414,323.00
Medium Density Residential	\$377.00 per unit	695 units	262,015.00
High Density Residential	\$233.74 per unit	873 units	204,055.02
Commercial	\$1,249.39 per acre	23.71 acres	29,623.04
Village District Commercial	\$1,249.39 per acre	27.12 acres	33,883.46
Village District Residential	\$377.00 per unit	159 units	59,943.00
Total Maximum Special Tax			\$ 1,003,842.52

*The Maximum Special Tax following the Base Year (FY 2022-23) will increase in an amount equal to the lesser of; (i) the combined percentage increase, if any, in the City of Roseville General Fund Operating Budget for police and fire services, or (ii) four percent (4%).

If, in any Fiscal Year, the Land Use of a Property is not listed in Section C, the Maximum Special Tax for each such Parcel shall be determined by the Administrator based upon (i) the Special Tax per unit or acre for other District Properties having similar land use designations or (ii) a new Maximum Special Tax rate suitable for the Land Use, whichever is greater.

EXHIBIT C

CITY OF ROSEVILLE COMMUNITY FACILITIES DISTRICT NO. 3 (MUNICIPAL SERVICES)

ANNEXATION NO. 28 (AMORUSO RANCH)

Property Owner(s) and Assessor Parcel Number(s)

APN	OWNER
017-470-001-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-002-000	EISENPRESS ANGELA TR ET AL
017-470-003-000	EISENPRESS ANGELA TR ET AL
017-470-004-000	EISENPRESS ANGELA TR ET AL
017-470-005-000	EISENPRESS ANGELA TR ET AL
017-470-006-000	EISENPRESS ANGELA TR ET AL
017-470-007-000	EISENPRESS ANGELA TR ET AL
017-470-008-000	EISENPRESS ANGELA TR ET AL
017-470-009-000	EISENPRESS ANGELA TR ET AL
017-470-010-000	EISENPRESS ANGELA TR ET AL
017-470-011-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-012-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-013-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-014-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-015-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-016-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-017-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-018-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-019-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-020-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-021-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-022-000	EISENPRESS ANGELA TR
017-470-023-000	EISENPRESS ANGELA TR
017-470-024-000	EISENPRESS ANGELA TR
017-470-025-000	EISENPRESS ANGELA TR
017-470-026-000	EISENPRESS ANGELA TR
017-470-027-000	EISENPRESS ANGELA TR
017-470-028-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-029-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-030-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-031-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-032-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-033-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-034-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-035-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-036-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-037-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-038-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-039-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-040-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-041-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-470-046-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-001-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-002-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-003-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-004-000	BROOKFIELD SACRAMENTO HOLDINGS LLC
017-480-005-000	BROOKFIELD SACRAMENTO HOLDINGS LLC

[illegible]



COUNCIL COMMUNICATION

CC #: 2722

File #: 0900-04-02 & 1002-03

Title: Roseville Parkway Extension Project - Resolution of Necessity

Contact: Jesse Khatkar 916-774-5434 jskhatkar@roseville.ca.us

Meeting Date: 5/17/2023

Item #: 10.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution Finding and Determining that the Public Interest, Convenience and Necessity Require the Acquisition for Public Purposes by Eminent Domain of Certain Real Property Located at 8580 Industrial Ave, Roseville, California (A Portion of APN 017-113-023).

BACKGROUND

Roseville Parkway is a multi-lane arterial roadway providing a connection from Northwest Roseville to East Roseville and Granite Bay. The roadway is continuous except for a 0.75 mile segment between Foothills Boulevard and Washington Boulevard. The project scope includes the construction of:

- Four vehicle travel lanes (two in each direction);
- Curb, gutter and sidewalk;
- On-street bike lanes;
- Separated multi-use path;
- Street lights;
- Street landscaping; and
- An overpass spanning the Union Pacific Railroad (UPRR) tracks and Industrial Avenue

At their December 19, 2019 meeting, City Council approved a professional design services agreement with Mark Thomas & Company, Inc., to complete the design and environmental document for the Roseville Parkway Extension Project. Mark Thomas identified the need to acquire property rights from four properties. The City of Roseville obtained the services of Interwest Consulting Group to negotiate the acquisition agreements, and their sub-consultant Integra Realty Resources to prepare the valuations that determined the fair market value for the acquisitions.

Staff has worked with the acquisition team, design consultant, and property owners to minimize the project impacts on the four parcels where property acquisitions are necessary for construction of the project.

In September of 2021, an initial offer was made to the JB Company Management, LP for the acquisition based upon the appraisal by Integra Realty Resources, a California Certified General Appraiser. The property acquisition area consists of a partial property acquisition in-fee of 6,682 square feet, slope and drainage easement of 12,021 square feet, and had an appraised value of \$74,900. The attached Right of Way map shows the extents of the partial acquisition. There are no existing improvements in the area the City is seeking to acquire.

After over a year of attempted good faith negotiations between the property owner and Interwest, it is clear that we are at an impasse. So in February of 2023, staff transmitted a Notice of Intent to Adopt a Resolution of Necessity (Notice) to the property owner with a hearing date of April 19th, 2023. Upon receipt of the Notice, the property owner became more responsive to the City's attempts to negotiate. Staff, Interwest, and the property owner held several meetings and made progress towards an agreement; however, an agreement could not be reached even after the City re-appraised the property and offered \$120,000 for the property rights required for the project. Because no agreement was reached, staff transmitted a revised Notice in of April 2023 to the property owner with a public hearing date of May 17th, 2023.

Staff believes it is time to move forward with the adoption of a Resolution of Necessity which will allow the City to proceed with acquiring the needed property through eminent domain if necessary. Adopting a Resolution of Necessity is the first step of the eminent domain process that will allow the City to proceed with the project. Simply because the City adopts a Resolution of Necessity does not mean that negotiations with the property owner will cease. The City will continue to work toward acquisition of the property through either voluntary acquisition or eminent domain with voluntary acquisition still the preferred alternatives. However, the City should begin the eminent domain process at this time in order to avoid further delays of this much needed East-West connection through the City.

FISCAL IMPACT

The project is anticipated to cost approximately \$27.4 million and be entirely funded by the Traffic Mitigation Fund (TMF). Staff will return to City Council with a budget adjustment to fund construction once the bids are received and construction costs are determined.

ENVIRONMENTAL REVIEW

Project level CEQA compliance for the Roseville Parkway Extension project was accomplished with preparation of the Roseville Parkway Extension Project Final Initial Study and Mitigated Negative Declaration (Adopted: September 16, 2020). Because the Roseville Parkway Extension project is consistent with the project evaluated in the Roseville Parkway Extension Project Final Initial Study and Mitigated Negative Declaration, no new effects would be expected to occur and all applicable mitigation measures from the Roseville Parkway Extension Project Final Initial Study and Mitigated Negative Declaration will be implemented. As such, no additional CEQA action is required at this time.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jesse Khatkar, Associate Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-191

Right of Way - Map

Initial Offer Package

Initial Notice of Intent to Adopt Resolution of Necessity

Amended Offer Package

Amended Notice of Intent to Adopt Resolution of Necessity

Environmental Document

RESOLUTION NO. 23-191

FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION FOR PUBLIC PURPOSES BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY LOCATED AT 8580 INDUSTRIAL AVENUE, ROSEVILLE, CALIFORNIA (A PORTION OF APN 017-113-023)

THE CITY COUNCIL OF THE CITY OF ROSEVILLE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Roseville, after consideration of the staff report, staff presentation, discussion, oral testimony and evidence presented at its meeting on May 17, 2023, hereby finds, determines and declares as follows:

- a. The City Council is authorized by statute to acquire property within the boundaries of the City of Roseville by eminent domain for the Roseville Parkway Extension Project ("Project").
- b. The public interest, convenience and necessity require the proposed Project, which includes the property located at 8580 Industrial Avenue, Roseville, California (a portion of APN 017-113-023) the purpose of which is to create a crucial east-west connection through the City for all travel modes, including bicycle and pedestrian, and improve operations, reduce delay, and enhance mobility for all travel modes.
- c. The interests in real property to be acquired ("Subject Property") include a fee simple interest in the property, described in Exhibit A and depicted in Exhibit A-1, and a Drainage and Slope Easement, described in Exhibit B and depicted in Exhibit B-1. Exhibits A, A-1, B and B-1 are attached to this Resolution and incorporated herein by this reference. The Subject Property is located in the City of Roseville, in the County of Placer, State of California.
- d. The Project is planned and located in a manner that will be most compatible with the greatest public good and least private injury.
- e. The taking of the Subject Property is necessary for the stated Project and such taking is authorized by article I, section 19 of the California Constitution; sections 37350, 37350.5 and 40401 et seq. of the California Government Code; sections 1230.010 et seq., 1240.110, 1240.120 of the California Code of Civil Procedure, and other applicable law.
- f. The City has made the offer to the owner of the Subject Property as required by California Government Code section 7267.2.
- g. The City has given necessary notice of hearing on this Resolution as required by Code of Civil Procedure section 1245.235. The City Manager has given notice on

behalf of the City Council of the proposed adoption of this Resolution of necessity to acquire property by eminent domain.

- h. The City has determined that the Project is in conformance with the California Environmental Quality Act (“CEQA”). Project-level CEQA compliance for the Project was accomplished with preparation of the Roseville Parkway Extension Project Final Initial Study and Mitigated Negative Declaration, adopted September 16, 2020 (“ISMND”). Because the Project is consistent with the project evaluated in the ISMND, no new effects would be expected to occur and all applicable mitigation measures from the ISMND will be implemented.

SECTION 2. The City Council hereby declares its intention to acquire the Subject Property pursuant to the laws of the State of California government condemnation.

SECTION 3. The City Council further finds pursuant to Code of Civil Procedure section 1240.610 that if any portion of the Subject Property has been appropriated to some public use, the public uses described above to which it is to be applied by the City are more necessary and paramount public uses.

SECTION 4. The City Attorney is authorized and directed to prepare, institute and prosecute such proceedings in the court having jurisdiction thereof as may be necessary to acquire the Subject Property, including the filing of an application for an Order for Possession before judgment.

SECTION 5. This Resolution shall be effective immediately upon its adoption.

SECTION 6. The City Clerk shall certify the adoption of this Resolution and certify this record to be a full true, correct copy of the action taken.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of
PARCEL D of that certain Parcel Map titled ROSEVILLE PARKWAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 83°15'23" East, 2173.33 feet to the southeast corner of said PARCEL D and the **Point of Beginning**; thence along the easterly line of said PARCEL D, North 01°16'43" West, 50.60 feet to the beginning of a non-tangent curve, concave northeasterly having a radius of 1911.85 feet, and a chord bearing a distance of North 82°10'22" West, 11.17 feet; thence leaving said easterly line, the following five (5) courses:

1. Westerly along said curve, through a central angle of 00°20'05", 11.17 feet;
2. South 00°00'00" East, 29.83 feet to the beginning on a non-tangent curve, concave northeasterly, having a radius of 1954.00 feet, and a chord bearing and distance of North 79°29'03" West, 310.78 feet;
3. Northwesterly along said curve, through a central angle of 09°07'21", 311.11 feet;
4. North 74°52'39" West, 81.11 feet;
5. North 74°55'23" West, 34.56 feet to a point on the westerly line of said PARCEL D; thence along said westerly line, South 00°34'41" East, 11.88 feet to the southwest corner of said PARCEL D; thence leaving said easterly line and along the southerly line of said PARCEL D, the following two (2) courses:

1. South $75^{\circ}01'13''$ East, 182.10 feet to the beginning of a tangent curve, concave northeasterly having a radius of 1961.85 feet, a chord bearing a distance of South $78^{\circ}47'42''$ East, 258.31 feet;
2. Southeasterly along said curve, through a central angle of $07^{\circ}32'58''$, 258.50 feet to the to the **Point of Beginning**.

Containing 0.15 acres or 6,682 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction , in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

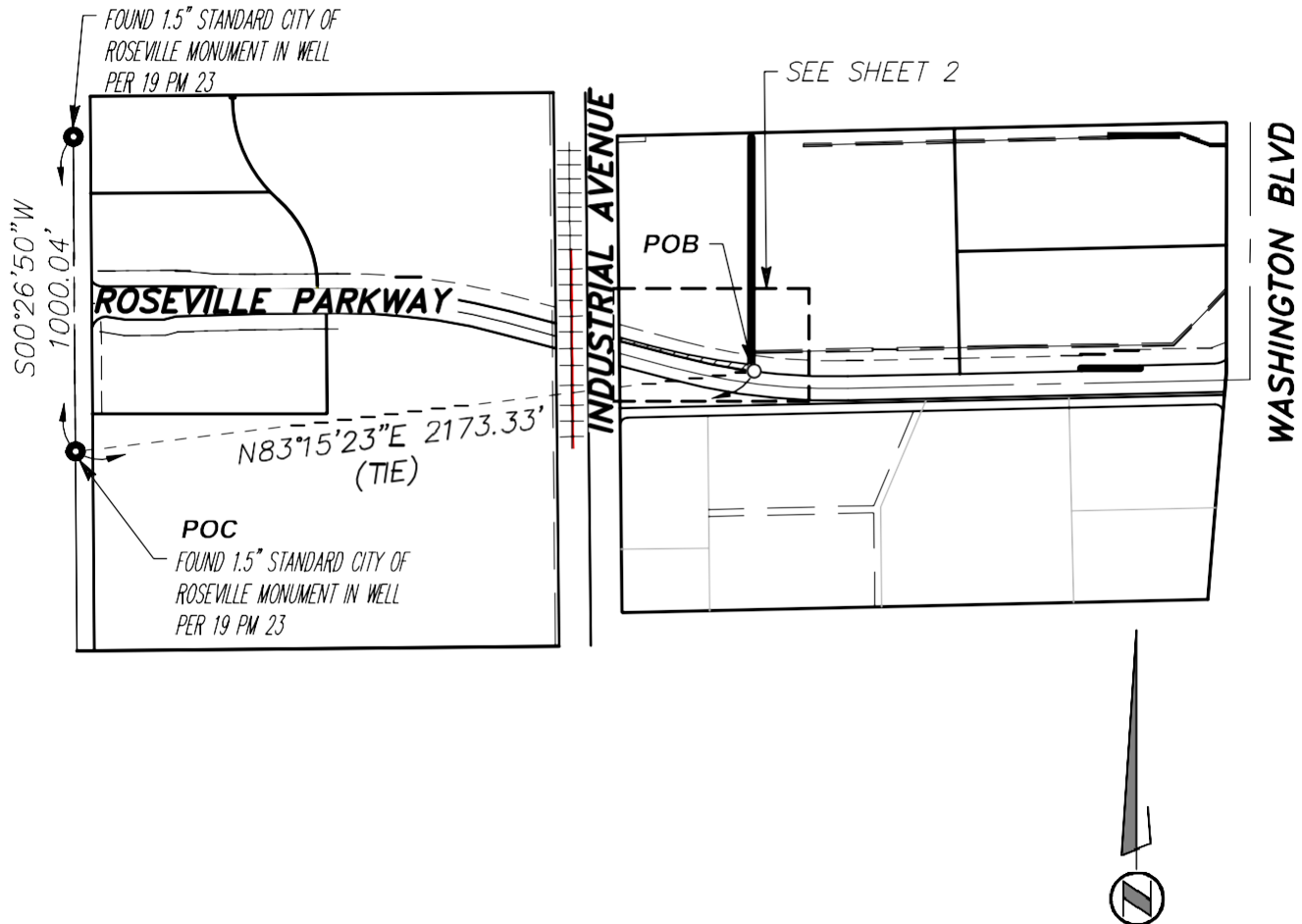
05/20/2021

Date

LEGEND

- POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
PM PARCEL MAP
CB CHORD BEARING
CH CHORD DISTANCE
● FOUND MONUMENT AS NOTED
○ DIMENSION POINT
▨ PARCEL TO BE TRANSFERRED

SECTIONS 21
T.11.N., R.6.E., M.D.M.



BEARINGS AND DISTANCES SHOWN ARE BASED UPON THE CALIFORNIA COORDINATES SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET, DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN GROUND LEVEL DISTANCES.

SHEET 1 OF 2



MARK THOMAS

Scale: 1" = 600'
Date May 2021
Drawn By AD
Checked By SM

Exhibit A-1
APN 017-113-023
FEE

Plat to Accompany Legal Description
In the City of Roseville
Placer County, California



LEGEND

POC POINT OF COMMENCEMENT

POB POINT OF BEGINNING

PM PARCEL MAP

CB CHORD BEARING

CH CHORD DISTANCE

● FOUND MONUMENT AS NOTED

○ DIMENSION POINT

▨ PARCEL TO BE TRANSFERRED

SEE SHEET 1 FOR BASIS OF BEARINGS

SECTIONS 21,
T.11.N., R.6.E., M.D.M.

LINE TABLE

L1 N01°16'43"W 50.60'

L2 S00°00'00"E 29.83'

L3 N74°52'39"W 81.11'

L4 N74°55'23"W 34.56'

L5 S00°34'41"E 11.88'

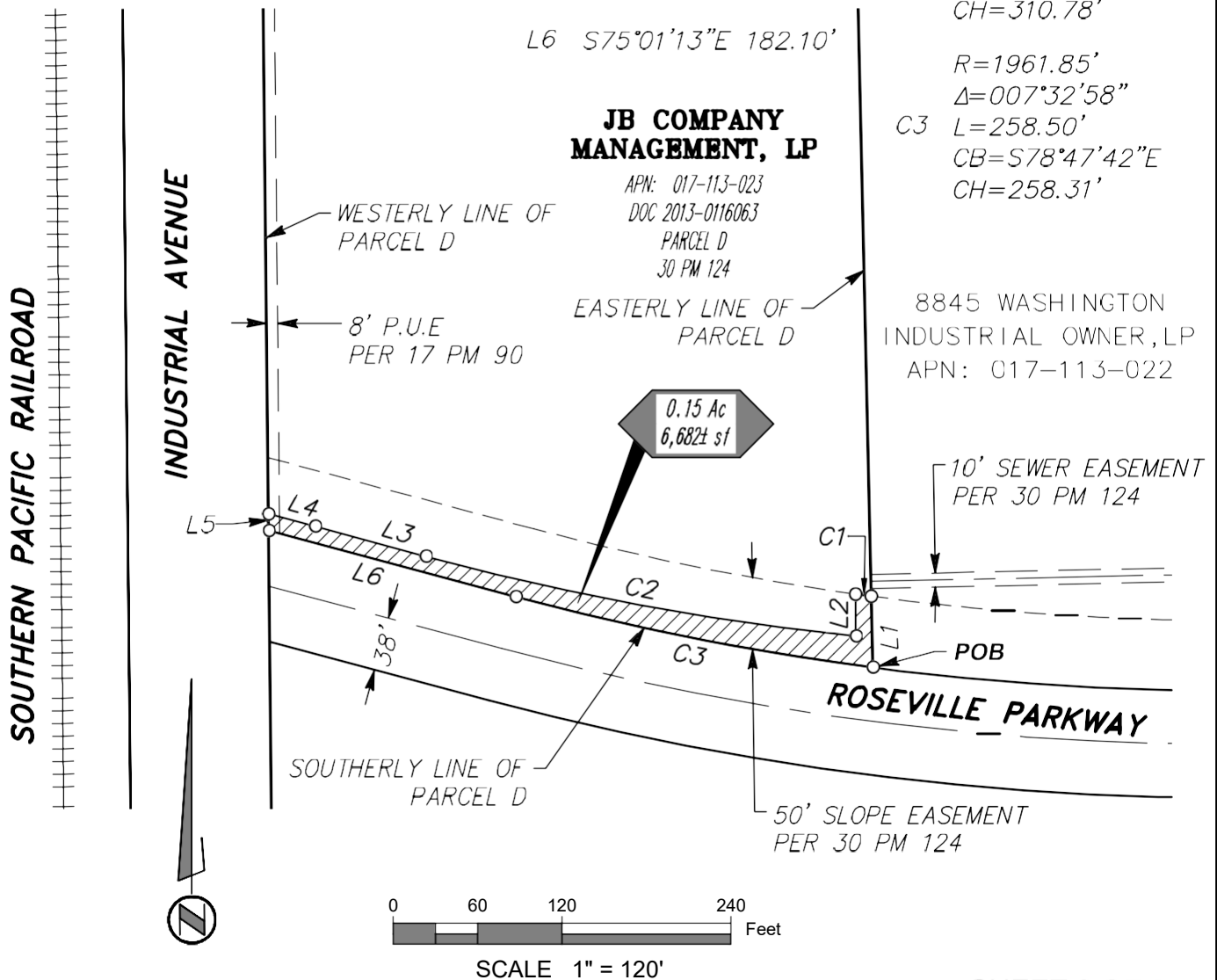
L6 S75°01'13"E 182.10'

CURVE TABLE

R=1911.85'
Δ=000°20'05"
C1 L=11.17'
CB=N82°10'22"W
CH=11.17'

R=1954.00'
Δ=009°07'21"
C2 L=311.11'
CB=N79°29'03"W
CH=310.78'

R=1961.85'
Δ=007°32'58"
C3 L=258.50'
CB=S78°47'42"E
CH=258.31'



SHEET 2 OF 2



MARK THOMAS

Scale: 1" = 120'
Date May 2021
Drawn By AD
Checked By SM

Exhibit A-1
APN 017-113-023
FEE

Plat to Accompany Legal Description
In the City of Roseville
Placer County, California



EXHIBIT "B"
LEGAL DESCRIPTION

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of PARCEL D of that certain Parcel Map titled ROSEVILLE PARK.WAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 83°15'23" East, 2173.33 feet to the southeast corner of said PARCEL D; thence along the easterly line of said PARCEL D, North 01°16'43" West, 50.60 to the beginning of a non-tangent curve, concave northeasterly, having a radius of 1911.85 feet, and a chord bearing and distance of North 78°40'48" West, 244.08 feet, and the **Point of Beginning**; thence leaving said easterly line, the following two (2) courses:

1. Northwesterly along said curve, through a central angle of 07°19'11", 244.25 feet;
2. North 75°01'13" West, 196.02 feet to a point on the westerly line of said PARCEL D; thence along said westerly line, North 00°34'41" West, 21.20 feet; thence leaving said westerly line, South 77°31'20" East, 438.72 feet to said easterly line of PARCEL D; thence along said easterly line, South 01°16'43" East, 24.99 feet to the **Point of Beginning**.

Containing 0.28 acres or 12,021 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me,
or under my direction , in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

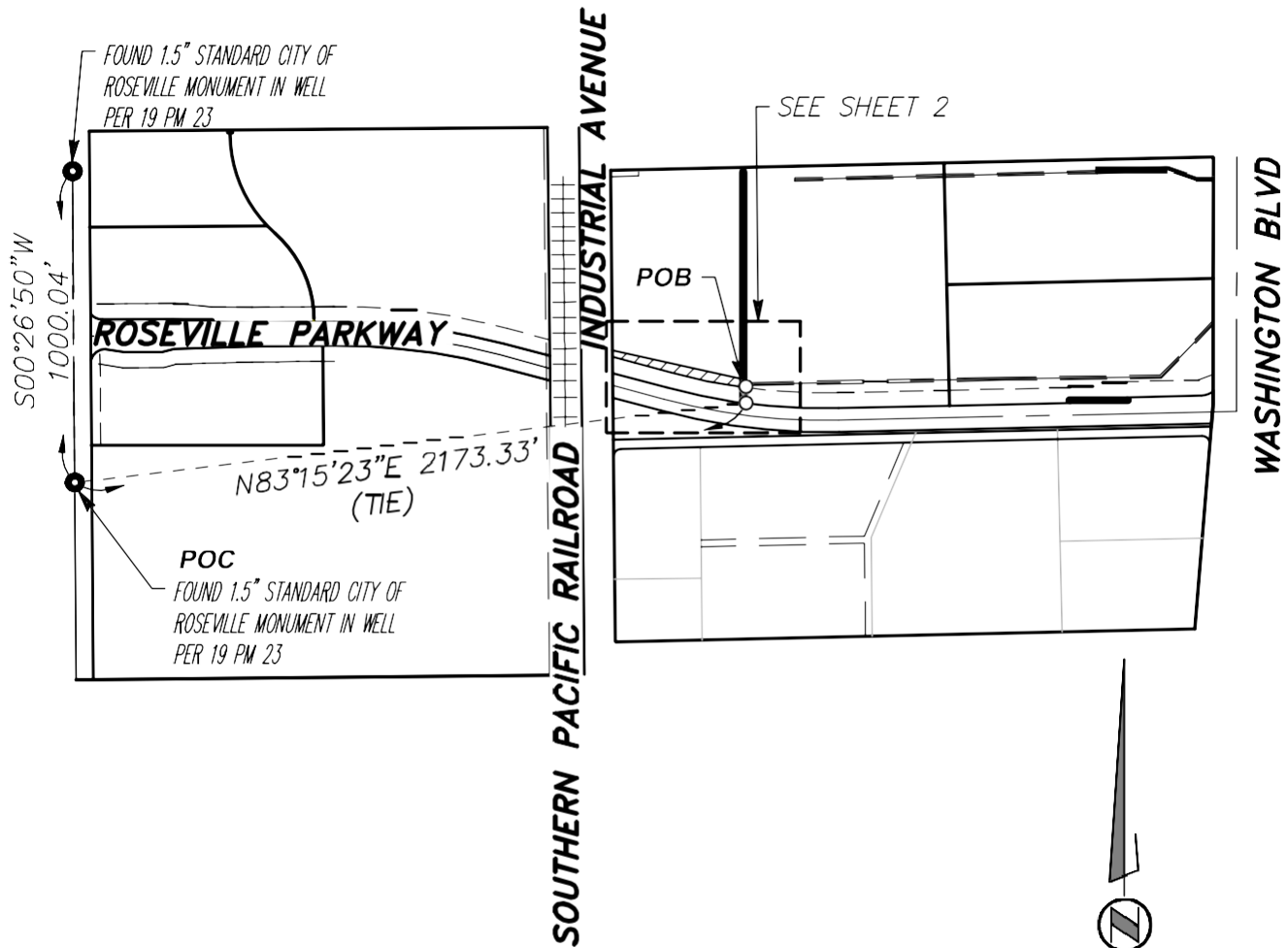
05/20/2021

Date

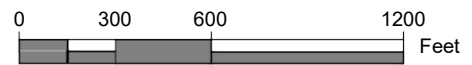
LEGEND

- POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
PM PARCEL MAP
CB CHORD BEARING
CH CHORD DISTANCE
● FOUND MONUMENT AS NOTED
○ DIMENSION POINT
▨ EASEMENT TO BE TRANSFERRED

SECTIONS 21
T.11.N., R.6.E., M.D.M.



BEARINGS AND DISTANCES ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET. DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN LEVEL DISTANCES.



SCALE 1" = 600'

SHEET 1 OF 2



MARK THOMAS

Scale: 1" = 600'
Date May 2021
Drawn By AD
Checked By SM

Exhibit B-1
APN 017-113-023
DRAINAGE AND SLOPE EASEMENT
Plat to Accompany Legal Description
In the City of Roseville
Placer County, California

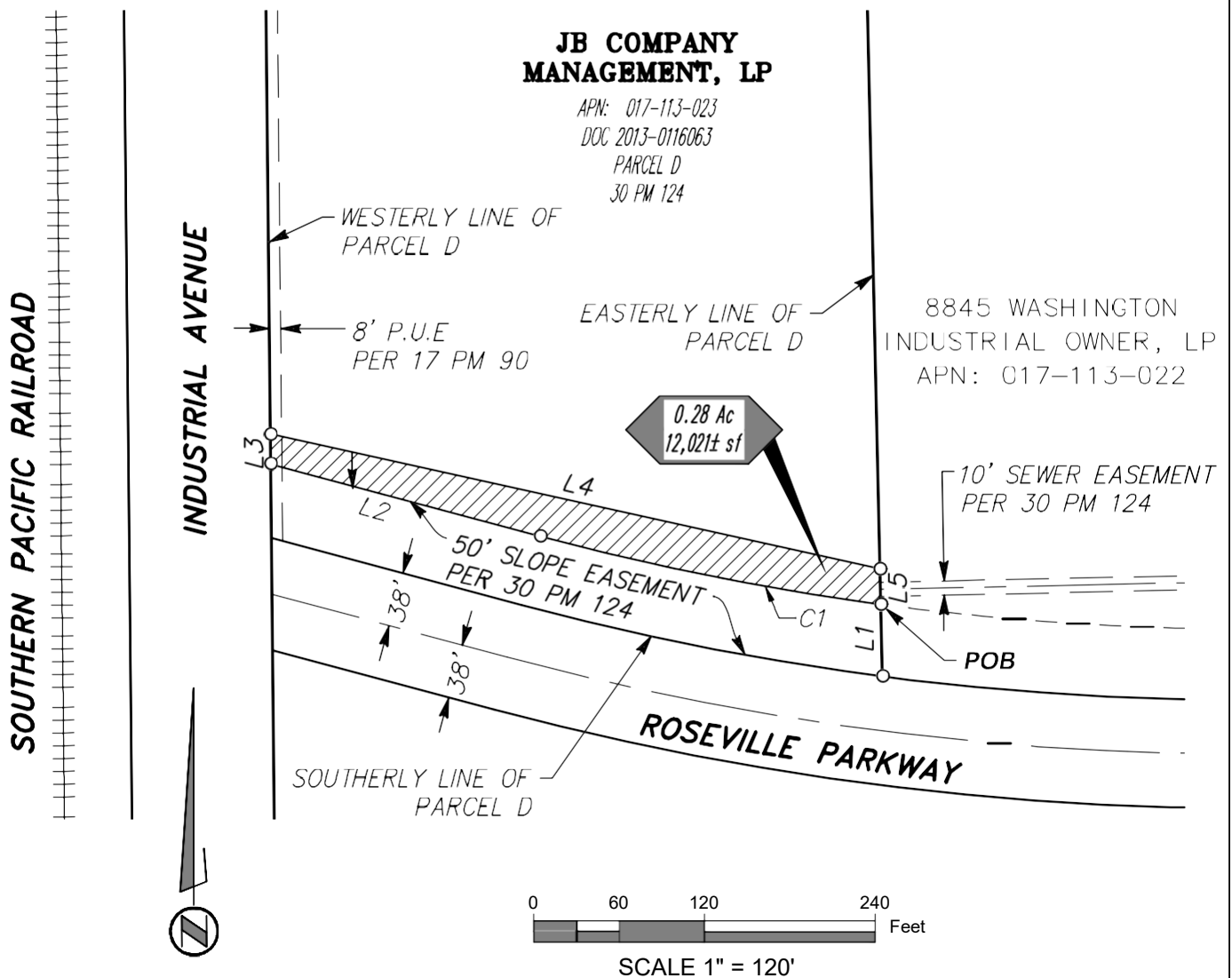


SECTIONS 21
T.11.N., R.6.E., M.D.M.

 EASEMENT TO BE TRANSFERRED

$$CH = 244.08'$$

L5 S01°16'43"E 24.99'



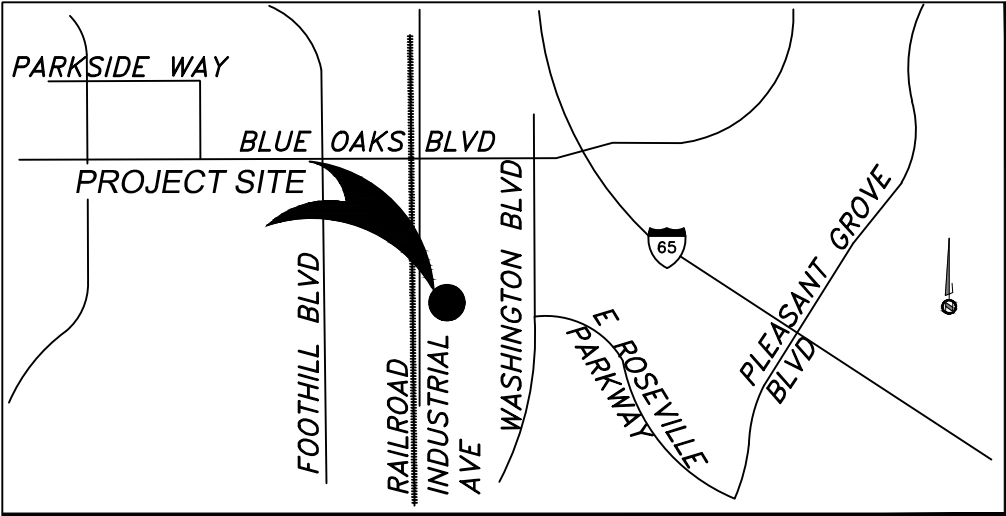
SHEET 2 OF 2



Checked By SM

Exhibit B-1
APN 017-113-023
DRAINAGE AND SLOPE EASEMENT
Plat to Accompany Legal Description
In the City of Roseville
Placer County, California

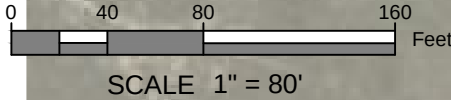




VICINITY MAP
NOT TO SCALE

CLEARVIEW 8035
FOOTHILLS BLVD LLC
APN: 017-232-007

8501 ROSEVILLE
PROPERTIES, LLC
APN: 017-232-010



THIS PROPERTY OWNER EXHIBIT IS A COMMUNICATION TOOL TO PROVIDE THE AFFECTED PROPERTY OWNER AND RIGHT OF WAY PERSONNEL WITH THE GENERAL IMPACTS THE PROJECT MAY HAVE ON A PARTICULAR PROPERTY.

LEGEND

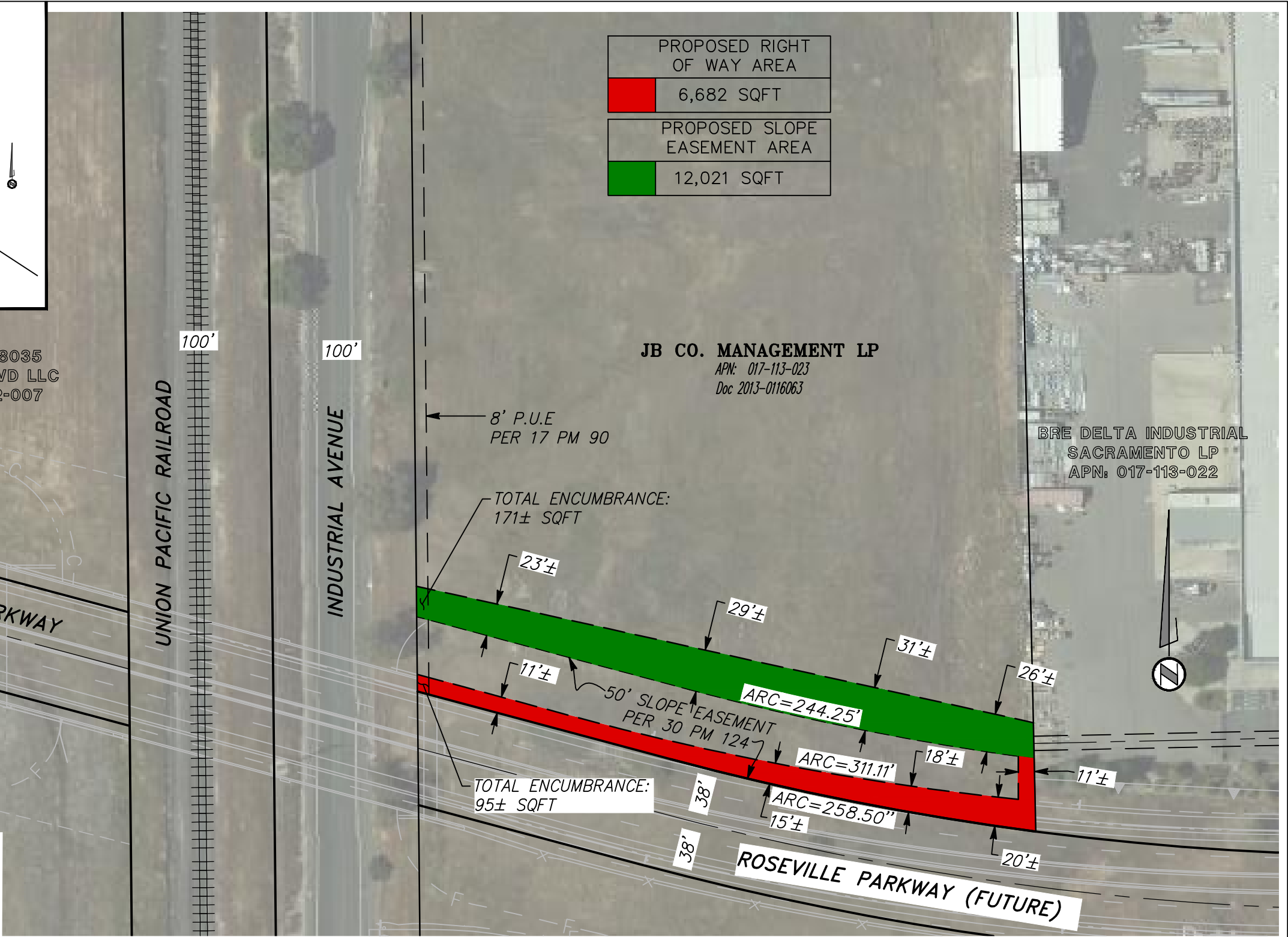
- EXISTING RIGHT OF WAY LINE / PROPERTY BOUNDARY
- EXISTING RAILROAD TRACKS
- EXISTING EASEMENT(S)
- PROPOSED RIGHT OF WAY
- PROPOSED SLOPE EASEMENT
- ARC ARC LENGTH SHOWN FOR ALL CURVES

Scale: 1" = 80'
Date March 2021
Drawn By AD
Checked By SM

**ROSEVILLE PARKWAY
EXTENSION**

PROPERTY OWNER EXHIBIT: APN: 017-113-023

**MARK
THOMAS**
701 UNIVERSITY AVE, SUITE 200
SACRAMENTO, CA 95825





September 21, 2021

JB Company Management, LP
Attn: Gary Benvenuti
1825 Bell Street, Suite 100
Sacramento, CA 95825

Re: Roseville Parkway Extension Project
Acquisition of Property - a Portion of APN: 017-113-023

Dear Mr. Benvenuti:

As you know, the City of Roseville (City) is committed to improving Roseville Parkway. The Roseville Parkway Extension Project (Project) includes a new 4-lane bridge over Industrial Avenue and the Union Pacific Railroad with associated road segments to connect existing Roseville Parkway between Foothills Boulevard and Washington Boulevard.

The project improvements require the acquisition of 6,682 square feet of your property in Fee Simple Interest and a 12,021 square foot Drainage and Slope Easement from the northerly portion of the property.

Accordingly, the City engaged a real estate appraiser to prepare an appraisal in order to determine the fair market value of a portion of your property identified as Placer County Assessor's Parcel Number 017-113-023, Roseville, California. Per the appraisal, the estimated value for the total sum of \$74,900.00 which amount is itemized as follows:

<u>\$11,694.00</u>	Fee Simple Acquisition
<u>\$63,110.00</u>	Drainage and Slope Easement
<u>\$ 00.00</u>	Severance Damages
<u>\$74,900.00</u>	Total (Rounded)

The basis for that determination is explained in the attached Information and Appraisal Summary Statements.

Per Exception Items 7 and 8 of the attached Fidelity National Title Company Preliminary Title Report No.: 01004124-010-PA-KD, the property is burdened by Deferred Improvement Agreements (DIAs), as amended, whereby the property owner must make certain improvements to Roseville Parkway as a condition of development. (Copies of the DIAs and amendments are attached for your convenience).

The City believes the cost to make improvements per the terms of the DIAs will exceed the value of the property it seeks to acquire from your parcel. Attached is the City's estimate for

construction of the Roseville Parkway Frontage and Roseville Parkway Bus Stop. The cost of these improvements total \$571,230, which you and three other property owners are obligated to construct per the DIAs. However, in lieu of paying the entire appraised amount, the City is offering to pay \$7,490.00 (10% of the appraised value) and remove the DIAs from your parcels in exchange for the needed property.

The acquisition of the Property will require Roseville's City Council to ratify the offer by execution of a contract. It is the City's hope that this offer is agreeable to you and the acquisition can begin immediately.

A representative of Interwest Consulting Group, the City's acquisition firm, will work with you on the acquisition of a portion of your property and answer any questions you may have regarding this letter, the Information Statement, or the Appraisal Summary Statement. James Staudinger, acquisition agent, can be contacted at (714) 914-2191.

It is requested that you acknowledge receipt of the City's offer by signing a copy of this letter and returning it to this office. Your signature on the copy does not signify acceptance of the City's offer, it only acknowledges receipt of such offer.

If you should have any questions regarding this letter, or the City's property acquisition process, please contact the City's project manager, Daniel Lierly, P.E., at (916) 746-1376.

Your cooperation in this matter is greatly appreciated.


Sincerely,
Jason Shykowski
Director of Public Works

OFFER RECEIVED

By:

JB Company Management LP

Date: _____

Receipt of Offer Does Not Constitute Acceptance

cc: Michael Christensen, Senior Deputy City Attorney
Daniel Lierly, P.E., City of Roseville
James Staudinger, Interwest Consulting Group

Enclosures: Acquisition Agreement (3 copies, please retain 1 copy for your records)
Appraisal Summary Statement (1 copy for your records)
Information Statement (1 copy for your records)
Grant Deed
Drainage and Slope Easement (please have your signature acknowledged by a notary public. The City Clerk's Office is also available to notarize free of charge.)
Escrow Instructions
Title VI
Preliminary Title Report
Deferred Improvement Agreements and Amendments
Roseville Parkway Improvements Estimate

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **CITY OF ROSEVILLE, a municipal corporation**, as grantee ("CITY") and **JB COMPANY MANAGEMENT LP, a California limited partnership**, as grantor ("GRANTOR"),

W I T N E S S E T H:

WHEREAS, GRANTOR is the owner of certain real property identified as Assessor Parcel Number 017-113-023 located in the City of Roseville, County of Placer (the "Property"); and

WHEREAS, the CITY desires to acquire a portion of such property in fee simple interest as described in the attached legal description marked Exhibit "A-1", and depicted on the attached plat map marked Exhibit "B-1", which is attached hereto and incorporated herein by reference for the purpose of constructing the Roseville Parkway Extension Project ("the Project"); and

WHEREAS, the CITY desires to acquire a permanent drainage and slope easement as described in the attached legal description marked Exhibit "A-2" and depicted on the attached plat map marked Exhibit "B-2", which is attached hereto and incorporated herein by reference; and

WHEREAS, GRANTOR agrees to sell and CITY agrees to buy the fee simple interest and a permanent drainage and slope easement (collectively "the Subject Property"), pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, GRANTOR agrees to sell and CITY agrees to buy the Subject Property pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Purchase Price. GRANTOR agrees to sell, and CITY agrees to buy, the Subject Property for the sum of ***Seven Thousand Four Hundred Ninety Dollars (\$7,490.00)*** ("Purchase Price"). In addition, CITY agrees to release GRANTOR's obligations to construct certain improvements as described in those Deferred Improvement Agreements identified as Exception Items 6 and 7 of Fidelity National Title Company Preliminary Title Report number 01004124-010-PA, dated June 29, 2020 Amended May 27, 2021, Amendment No. 1. The parties agree that the Purchase Price and release of the Deferred Improvement Agreements includes compensation for any and all improvements located within the Subject Property and any severance damages, loss of goodwill damages, relocation assistance payments, costs, or attorney fees, except as provided herein.

2. Conveyance. GRANTOR has executed, or will execute prior to the Close of Escrow, as defined herein, the Grant Deed and Drainage and Slope Easement in the format satisfactory to the City Attorney of CITY (collectively "Deeds"), conveying the Subject Property to CITY.

3. Escrow. CITY has opened an escrow account for this transaction with Fidelity National Title Company, 8525 Madison Ave #110, Fair Oaks, CA 95628, and Attention: Paul Avila ("the Title Company") under Escrow #01004124-010-PA-KD as described in the Escrow Instructions attached hereto as Exhibit "C-1". Prior to the Close of Escrow, GRANTOR shall deliver the Deeds to the Title Company. Prior to the Close of Escrow, CITY shall deposit with the Title Company the Purchase Price for the account of GRANTOR, conditioned upon the Subject Property vesting in CITY free and clear of all liens, leases, encumbrances, assessments, easements, bonds, judgments and debts secured by Deeds of Trust or mortgages except as indicated in the Escrow Instructions, as well as the Easement on the Crouch Property. If for any reason escrow fails to close as set forth herein, including termination of this Agreement, the Title Company shall return all funds and documents to the party that submitted such funds or documents.

4. Title Approval. CITY's disapproval of any exception shown in the title reports are set forth in Exhibit "C-1", the Escrow Instructions. GRANTOR shall notify City within fifteen (15) working days of the Effective Date of this Agreement if it elects not to remove or is unable to remove any disapproved exception. CITY shall have five (5) working days after notification of such action either (i) to terminate this Agreement or (ii) to waive its disapproval of such exception and agree to purchase the Subject Property subject to the disapproved exception. If CITY fails to notify GRANTOR, in writing, within five (5) working days of its election pursuant to this paragraph, CITY shall be deemed to have elected to terminate this Agreement. In the event of termination of this Agreement, the parties shall have no obligations hereunder. Any exception which CITY has approved hereunder, either by CITY's approval, CITY's failure to disapprove such exception, or by CITY's waiver of disapproval, shall be deemed a "Permitted Exception".

5. Discharge of Obligations. The Title Company may expend any and all money payable to GRANTOR under this Agreement to discharge any obligations (except those identified in the Escrow Instructions as being taken subject to) which are liens upon the Subject Property, including but not limited to, those arising from judgments, assessments, delinquent taxes (other than for the fiscal year referred to in the Escrow Instructions), or debts secured by deeds of trust or mortgages or to defray any other incidental costs other than those specified in the escrow instructions to be borne by CITY. Any money made payable pursuant to a deed of trust shall be made payable to the beneficiary entitled to the money pursuant to the deed of trust; provided, however, that the beneficiary shall first furnish GRANTOR and the Title Company with a good and sufficient receipt showing the money to be credited against the indebtedness secured by the deed of trust.

6. Allocation of Taxes and Assessments. Taxes for the fiscal year in which the escrow closes shall be cleared and paid for in the manner required by Section 5086 of the Revenue and Taxation Code. As a deduction from the amount shown in Section 1, above, the City shall be authorized to pay any delinquent taxes due in any fiscal year, except the fiscal year in which this escrow closes, together with penalties and interest thereon. If GRANTOR has prepaid any taxes which are cancelled pursuant to Section 5086 as to the Subject Property, GRANTOR may seek any refunds to which it is entitled from such taxing agencies. If the Subject Property is subject to any assessments which are not subject to cancellation under Revenue and Taxation Code section 5086, such assessments shall be prorated as of the date of apportionment. GRANTOR shall pay all taxes and assessments outstanding up to the date of apportionment, if any, as to the Subject Property.

7. Escrow Costs. CITY shall pay all escrow fees, recording fees and title insurance charges incurred in this transaction.

8. Date of Possession. The right of possession and use of the Subject Property by the CITY, including the right to remove and dispose of improvements, shall commence upon the Effective Date of this Agreement, and the amount shown in Paragraph 1 of this Agreement includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

9. Title and Escrow Closing. Title to the Subject Property shall pass immediately upon Close of Escrow. Escrow shall close no later than sixty (60) days after the Effective Date of this Agreement (the "Close of Escrow").

10. Escrow Instructions. A copy of this Agreement shall be delivered to the Title Company by CITY and shall have Escrow Instructions attached. The issuance of any additional escrow instructions shall be the sole responsibility of CITY, but must be signed by GRANTOR to be valid and enforceable and approved by the City Attorney.

11. Time. Time is of the essence of this Agreement.

12. No Existing Tenancy. GRANTOR warrants there are no oral or written leases on all or any portion of the Subject Property, with the exception of *To Be Determined* ("Lessee"). GRANTOR agrees to defend, indemnify and hold CITY harmless for any damages, losses and/or expenses occasioned by reason of any lease of all or a portion of the Subject Property, with the exception of current Lessee. GRANTOR agrees not to assign, transfer or sell to any third party any right, title or interest GRANTOR has in the Subject Property. The parties acknowledge that, upon acquisition by CITY, any lease, tenancy or occupancy shall terminate as to that part of the lease, tenancy or occupancy being acquired by CITY pursuant to this Agreement. Further, if there exists either recorded or unrecorded leases, the parties agree that at CITY's sole discretion, escrow shall not close and this Agreement shall become all or in part null and void if the Title Company fails to receive adequate documentation (such as a quitclaim deed and/or Tenant Consent) establishing that lessee has agreed to claim no interest in the Subject Property or in any compensation for the Subject Property, and further enables CITY to obtain sufficient title insurance.

13. Project. GRANTOR understands that the acquisition of the Subject Property is in connection with the construction, operation and maintenance by CITY of the Project, and that the payment of the money provided by this Agreement constitutes the entire consideration for the sale. GRANTOR hereby waives and releases CITY from any obligation, claim or damage on account of the grant of the Subject Property to CITY or on account of the location or construction of the Project.

14. Hazardous Substances. Neither GRANTOR, nor to the best of GRANTOR's knowledge, any third party, has engaged in the generation, use, manufacture, storage, treatment, transportation, or disposal of any "hazardous substance" on the Subject Property. In addition, neither GRANTOR, nor to the best of GRANTOR's knowledge, any third party has received any form of notice of violation of any "applicable environmental law" with respect to the Subject Property, including any groundwater.

For purposes of this Agreement, the term "hazardous substance" means either any petroleum product or any substance, chemical, or waste that is listed as hazardous, toxic or dangerous under any applicable environmental law.

For purposes of this Agreement, the term "applicable environmental law" means the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 USC §9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC 6901 et seq.; the federal Water Pollution Control Act, 33 USC §1251 et seq.; the Clean Air Act, 42 USC §7401 et seq.; the Hazardous Materials Transportation Act, 49 USC §1471 et seq.; the Toxic Substances Control Act, 15 USC §§2601-2629; and the Safe Drinking Water Act, 42 USC §300f-300j; as each has been amended from time to time; or any similar state and local laws or ordinances or regulations implementing such statutes.

15. Flood Control Act. GRANTOR discloses that the Subject Property is located in a "flood zone," as set forth on F.E.M.A. or H.U.D. "Special Flood Zone Area Maps."

16. Special Studies Zone Act. GRANTOR discloses that the Subject Property is not situated in a Special Study Zone as designated under the Alquist-Priolo Special Studies Zone Act, Sections 2621-2630, inclusive, of the California Public Resources Code, or otherwise in an area of the high geologic hazard ("Geologic Zone").

17. Testing. If applicable, CITY may at all reasonable times enter upon the Subject Property and conduct tests, take soil or water samples or soil borings to determine if hazardous substances exist. If, such testing detects the existence of a hazardous substance, CITY may, at its sole option, rescind and terminate this Agreement and cancel the escrow. Provided, however, that CITY shall exercise said option not later than sixty (60) days after the Effective Date of this Agreement or the Close of Escrow whichever occurs first.

18. Construction Work by CITY. None.

19. Removal of Deferred Improvement Agreement by CITY. CITY shall remove Exception Items 7 and 8 of your Fidelity National Title Company Preliminary Title Report No.: 01004124-010-PA-KD dated June 29, 2020 Amended May 27, 2021, Amendment No. 1, so that they are no longer on title and the property will no longer be burdened by the Deferred Improvement Agreement.

20. GRANTOR's Warranties.

GRANTOR hereby represents and warrants to CITY:

A. Contracts:

That there are no service contracts or other contractual obligations (except which GRANTOR has disclosed to CITY) upon which GRANTOR is obligated pertaining to the Subject Property, except those which can be terminated upon not more than thirty (30) days' notice.

B. Documents Delivered:

That all documents delivered to GRANTOR by CITY pursuant to the terms of this Agreement are complete.

C. Special Assessments or Condemnation:

That there are not presently pending any special assessments or condemnation actions against the Subject Property, or any part thereof, nor has GRANTOR received any notice of any special assessments or condemnation actions being contemplated except as otherwise listed on the Escrow Instructions.

D. Leasing Commissions:

That there is no outstanding leasing commission's payable for any lease as to the Subject Property and there are no obligations to pay any leasing commission for any renewal of the tenancy of any of the tenants or for any new lease negotiated prior to Close of Escrow.

E. Title:

1) Encumbrances:

Except for those specifically listed in the Preliminary Title Report No. 01004124-010-PA-KD dated June 29, 2020 Amended May 27, 2021 and stated as Permitted Exceptions in the Escrow Instructions, to GRANTOR's best knowledge, the Subject Property is free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions, and restrictions of any kind.

2) Encroachments:

Except for those specifically detailed on the attached, Exhibits "B-1", "B-2" and "B-3" plats, to GRANTOR's best knowledge, there are no encroachments on the Subject Property from adjoining property, and the Subject Property does not encroach on any adjoining property, easements, or streets.

F. Litigation:

That GRANTOR is not involved in or aware of any pending or threatened litigation which does or will affect the Subject Property. There are no actions or proceedings pending or threatened against GRANTOR before any court or administrative agency in any way connected with or relating to the Subject Property, or affecting GRANTOR's ability to fulfill all of its obligations under this Agreement.

G. Indemnification:

That GRANTOR shall indemnify and hold CITY harmless from any liability, loss or claim for damages, including reasonable costs and attorneys' fees, arising from any lease as to the Subject Property accruing prior to the Close of Escrow; arising out of any theft, damage, or injury to any tenants on the Subject Property or their personal property, and occurring prior to Close of Escrow; or arising out of the breach by GRANTOR of the covenants or any warranties or the falsity of any of the representations set forth in this Agreement.

H. Survival:

That GRANTOR's representations, warranties and covenants contained in this paragraph shall survive Close of Escrow and the recordation of the Grant Deed.

I. Authority:

That GRANTOR has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

J. Lease Back Rights:

That GRANTOR waives any notice or right of first refusal pursuant to Code of Civil Procedure section 1245.245 and any lease-back rights under Code of Civil Procedure section 1263.615.

K. Brokers:

That no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, GRANTOR shall indemnify, defend and hold CITY harmless from all liabilities, expenses, losses, damages or claims (including reasonable attorneys' fees) arising out of such broker's or finder's claims.

L. Advice of Professionals:

GRANTOR has had the opportunity to be advised by their own legal counsel and professionals in connection with this Agreement, and has obtained, and relies upon, such advice as GRANTOR deems appropriate.

21. Integrated Agreement. This is an integrated Agreement, and it contains all of the terms, considerations, understandings and promises of the parties. It shall be read as a whole. This Agreement may be amended, modified, changed or rescinded only by an instrument in writing, executed by the parties, except as provided herein.

22. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

23. Attorney's Fees. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

24. Venue/Governing Law. Any action arising out of this Agreement shall be brought in Placer County, California regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

25. Binding Agreement. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the parties.

26. Joint Effort. This Agreement is the result of the joint efforts and negotiations of parties hereto, and no single party is the author or drafter of it. The parties agree that this Agreement shall be interpreted as though each of the parties participated equally in the composition of this Agreement and each and every part of it.

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

CITY OF ROSEVILLE

Jason Shykowski
Public Works Director
311 Vernon Street
Roseville, CA 95678

GRANTOR

JB Company Management, LP
Attn: Gary Benvenuti
8125 Bell Street, Suite 100
Sacramento, CA 95825

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

28. Special Provisions. The Special Provisions attached hereto as Exhibit "D-1," if any, are hereby incorporated, and made a part of this Agreement by this reference. In the event of any conflict or inconsistency between this Agreement and the Special Provisions, the terms of the Special Provisions shall prevail.

29. Further Assurances. Each party to this Agreement agrees to execute, acknowledge and deliver such further instruments as may be necessary or desirable to accomplish the intent and purpose of this Agreement.

30. Effective Date. This Agreement shall be effective upon full execution by all parties (the "Effective Date").

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed 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 GRANTOR has caused this Agreement to be duly executed.

GRANTEE:
CITY OF ROSEVILLE, a municipal Corporation

GRANTOR:
JB COMPANY MANAGEMENT LP, a California limited partnership

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: _____

BY: _____
its: _____

ATTEST:

BY: _____
SONIA OROZCO

City Clerk

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

BY: _____
MICHAEL CHRISTENSEN
Senior Deputy City Attorney

JAMES STAUDINGER
Senior Right-of-Way Agent
Consultant to the City
CA Real Estate Broker License #00582011

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

Exhibits

A-1:	Legal Description of Fee Simple Interest
A-2:	Legal Description of Drainage and Slope Easement
B-1:	Plat of Fee Simple Interest
B-2:	Plat of Drainage and Slope Easement
C-1:	Escrow Instructions
D-1:	Special Provisions

Exhibit "A-1"
Fee Simple Legal Description
1 of 2

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of

PARCEL D of that certain Parcel Map titled ROSEVILLE PARKWAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 83°15'23" East, 2173.33 feet to the southeast corner of said PARCEL D and the **Point of Beginning**; thence along the easterly line of said PARCEL D, North 01°16'43" West, 50.60 feet to the beginning of a non-tangent curve, concave northeasterly having a radius of 1911.85 feet, and a chord bearing a distance of North 82°10'22" West, 11.17 feet; thence leaving said easterly line, the following five (5) courses:

1. Westerly along said curve, through a central angle of 00°20'05", 11.17 feet;
2. South 00°00'00" East, 29.83 feet to the beginning on a non-tangent curve, concave northeasterly, having a radius of 1954.00 feet, and a chord bearing and distance of North 79°29'03" West, 310.78 feet;
3. Northwesterly along said curve, through a central angle of 09°07'21", 311.11 feet;
4. North 74°52'39" West, 81.11 feet;
5. North 74°55'23" West, 34.56 feet to a point on the westerly line of said PARCEL D; thence along said westerly line, South 00°34'41" East, 11.88 feet to the southwest corner of said PARCEL D; thence leaving said easterly line and along the southerly line of said PARCEL D, the following two (2) courses:

1. South 75°01'13" East, 182.10 feet to the beginning of a tangent curve, concave northeasterly having a radius of 1961.85 feet, a chord bearing a distance of South 78°47'42" East, 258.31 feet;

Exhibit "A-1"
Fee Simple Legal Description
2 of 2

2. Southeasterly along said curve, through a central angle of 07°32'58", 258.50 feet to

the to the **Point of Beginning**.

Containing 0.15 acres or 6,682 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

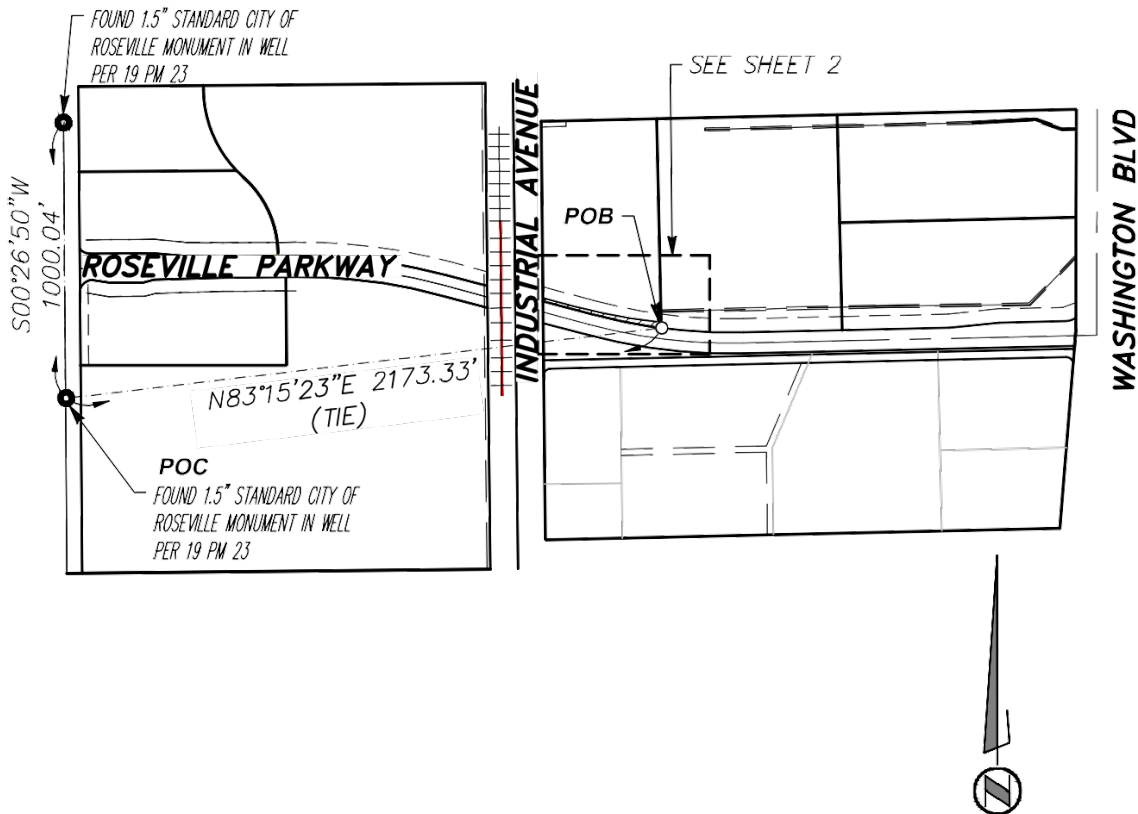
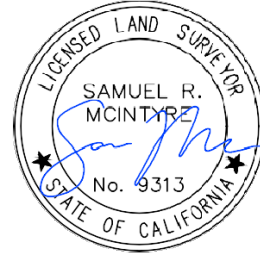
05/20/2021

Date

Exhibit "B-1"
Fee Simple Plat Map
1 of 2

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PM PARCEL MAP
- CB CHORD BEARING
- CH CHORD DISTANCE
- FOUND MONUMENT AS NOTED
- DIMENSION POINT
- ▨ PARCEL TO BE TRANSFERRED



BEARINGS AND DISTANCES SHOWN ARE BASED UPON THE CALIFORNIA COORDINATES SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET, DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN GROUND LEVEL DISTANCES.

SHEET 1 OF 2

 MARK THOMAS Scale: 1" = 600' Date May 2021 Drawn By AD Checked By SM	Page 2	 CITY OF ROSEVILLE TRADITION • PRIDE • PROGRESS
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Exhibit "B-1"
Fee Simple Plat Map
2 of 2

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 PM PARCEL MAP
 CB CHORD BEARING
 CH CHORD DISTANCE
 ● FOUND MONUMENT AS NOTED
 ○ DIMENSION POINT
 ▨ PARCEL TO BE TRANSFERRED

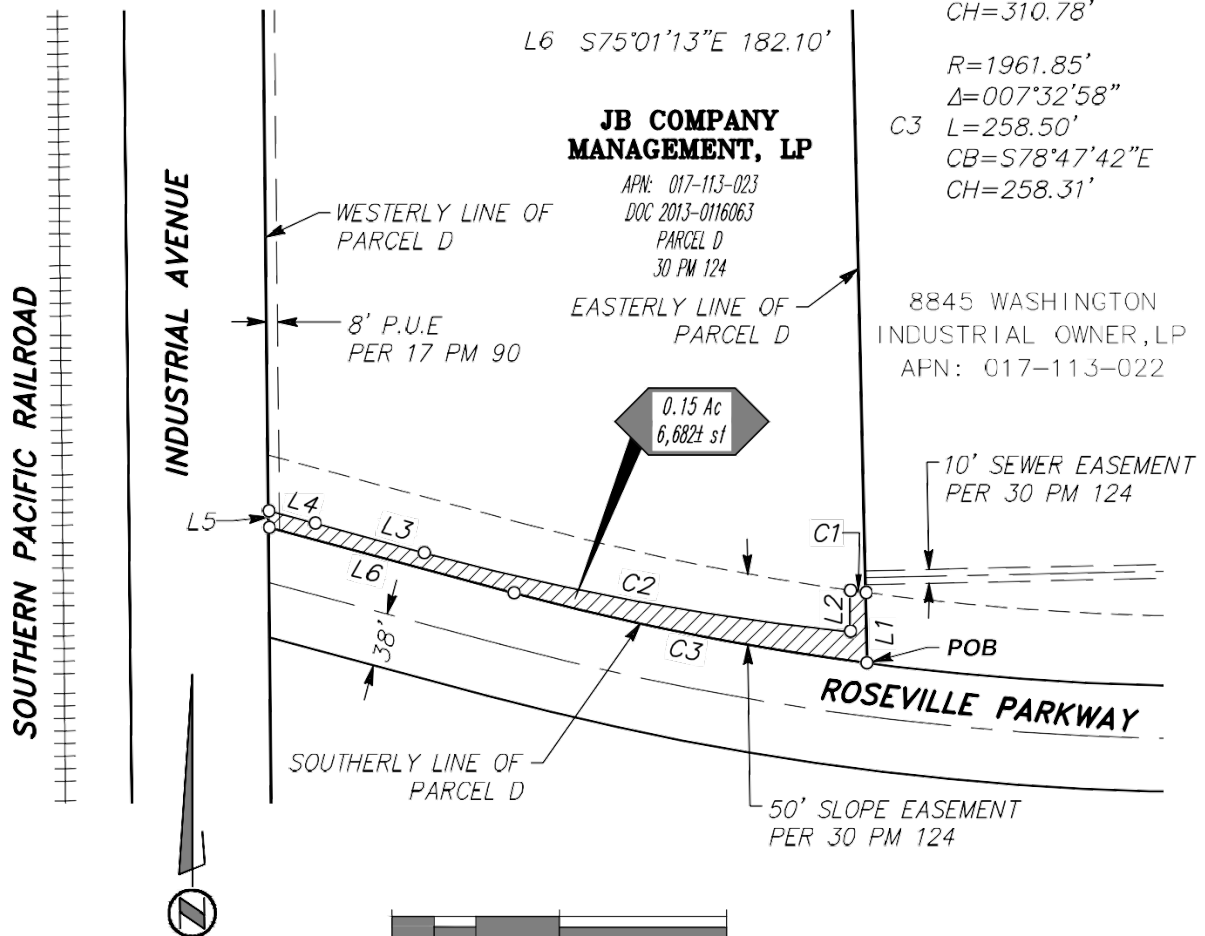
SEE SHEET 1 FOR BASIS OF BEARINGS

LINE TABLE

L1 N01°16'43"W 50.60'
 L2 S00°00'00"E 29.83'
 L3 N74°52'39"W 81.11'
 L4 N74°55'23"W 34.56'
 L5 S00°34'41"E 11.88'
 L6 S75°01'13"E 182.10'

CURVE TABLE

R=1911.85'
 $\Delta=000^{\circ}20'05''$
 C1 L=11.17'
 CB=N82°10'22"W
 CH=11.17'
 R=1954.00'
 $\Delta=009^{\circ}07'21''$
 C2 L=311.11'
 CB=N79°29'03"W
 CH=310.78'
 R=1961.85'
 $\Delta=007^{\circ}32'58''$
 C3 L=258.50'
 CB=S78°47'42"E
 CH=258.31'



SHEET 2 OF 2



Scale: 1" = 120'
 Date May 2021
 Drawn By AD
 Checked By SM

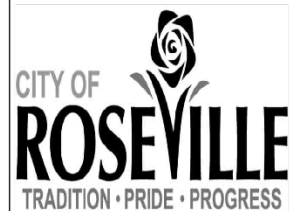


Exhibit "A-2"
Drainage and Slope Easement Legal Description
1 of 2

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of PARCEL D of that certain Parcel Map titled ROSEVILLE PARKWAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 83°15'23" East, 2173.33 feet to the southeast corner of said PARCEL D; thence along the easterly line of said PARCEL D, North 01°16'43" West, 50.60 to the beginning of a non-tangent curve, concave northeasterly, having a radius of 1911.85 feet, and a chord bearing and distance of North 78°40'48" West, 244.08 feet, and the **Point of Beginning**; thence leaving said easterly line, the following two (2) courses:

1. Northwesterly along said curve, through a central angle of 07°19'11", 244.25 feet;
2. North 75°01'13" West, 196.02 feet to a point on the westerly line of said PARCEL D; thence along said westerly line, North 00°34'41" West, 21.20 feet; thence leaving said westerly line, South 77°31'20" East, 438.72 feet to said easterly line of PARCEL D; thence along said easterly line, South 01°16'43" East, 24.99 feet to the **Point of Beginning**.

Containing 0.28 acres or 12,021 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

Exhibit "A-2"
Drainage and Slope Easement Legal Description
2 of 2

This real property description has been prepared at Mark Thomas & Company, Inc., by me,
or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

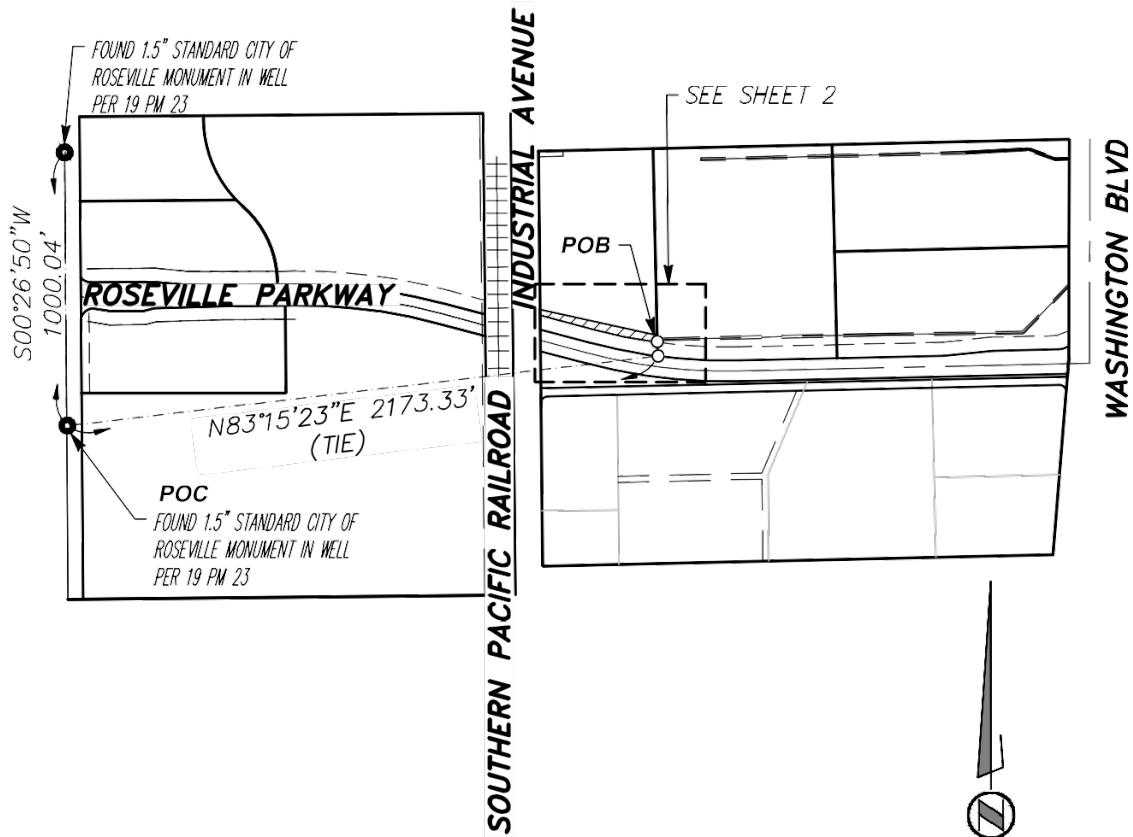
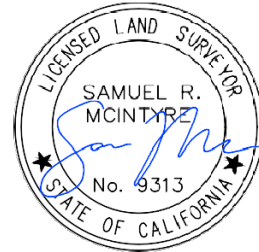
05/20/2021

Date

Exhibit "B-2"
Drainage and Slope Easement Plat Map
1 of 2

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PM PARCEL MAP
- CB CHORD BEARING
- CH CHORD DISTANCE
- FOUND MONUMENT AS NOTED
- DIMENSION POINT
- ▨ EASEMENT TO BE TRANSFERRED



BEARINGS AND DISTANCES ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET. DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN LEVEL DISTANCES.



SHEET 1 OF 2

 MARK THOMAS Scale: 1" = 600' Date May 2021 Drawn By AD Checked By SM		 CITY OF ROSEVILLE TRADITION • PRIDE • PROGRESS
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Exhibit "B-2"
Drainage and Slope Easement Plat Map
 2 of 2

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 PM PARCEL MAP
 CB CHORD BEARING
 CH CHORD DISTANCE
 ● FOUND MONUMENT AS NOTED
 ○ DIMENSION POINT
 ▨ EASEMENT TO BE TRANSFERRED

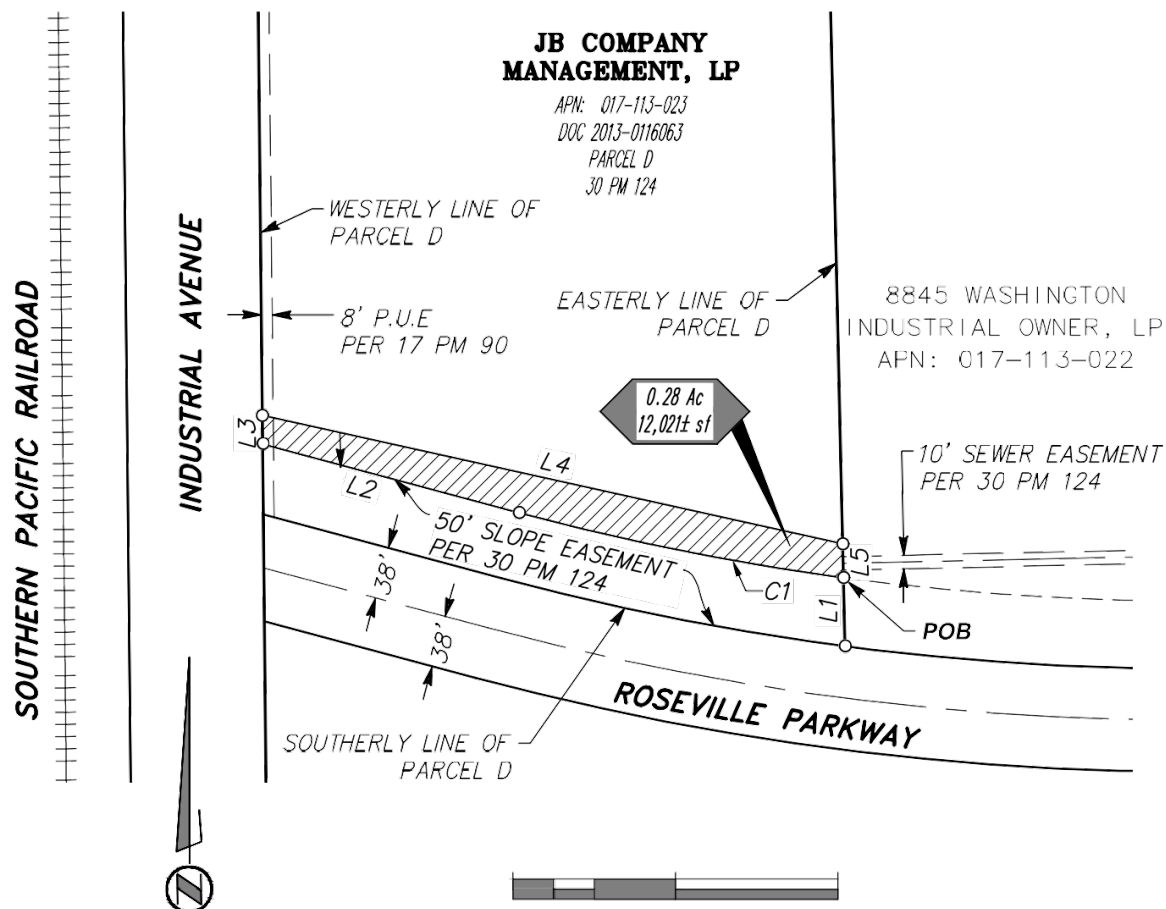
SEE SHEET 1 FOR BASIS OF BEARINGS

LINE TABLE

L1 N01°16'43"W 50.60'
 L2 N75°01'13"W 196.02'
 L3 N00°34'41"W 21.20'
 L4 S77°31'20"E 438.72'
 L5 S01°16'43"E 24.99'

CURVE TABLE

R=1911.85'
 $\Delta=007^{\circ}19'11''$
 C1 L=244.25'
 CB=N78°40'48"W
 CH=244.08'



SHEET 2 OF 2



MARK THOMAS

Scale: 1" = 120'
 Date May 2021
 Drawn By AD
 Checked By SM



Exhibit “C-1”
Escrow Instructions
Page 1 of 3

Insert Date:

Fidelity National Title Company
Escrow No.: 01004124-010-PA-KD

Project: City of Roseville – Roseville Parkway
Extension Project

Parcel No.: 017-113-023
Owner: JB Company Management LP

This escrow will be closed in connection with the City of Roseville, Roseville Parkway Extension Project. The following items have been checked to indicate the method in which this escrow identified by the above parcel number and escrow number is to be closed.

The sale price of this transaction is \$7,490.00.

- X Enclosed is a warrant in the sum of \$7,490.00.
- X Enclosed is the Deed (granting a Fee Simple Interest) with attached certificate of acceptance, and a copy of the Agreement for Purchase.
- X Enclosed is the Drainage and Slope Easement Deed (granting various Easement Interests) with attached certificate of acceptance, and a copy of the Agreement for Purchase.
- X Taxes will be prorated and canceled as of close of escrow and any taxes due shall be paid to the County Tax collector from this escrow.
- No tax cancellation or proration will be necessary.
- X Policy of title insurance shall be issued in the amount of \$7,490.00 (land value only).

Proceeds from this transaction are to be sent to Grantor as follows:

JB Company Management LP
Attn: Gary Benvenuti
1825 Bell Street, Suite 100
Sacramento, CA 95825

You are authorized to record any documents, disburse any funds, and close this escrow when you are able to issue a title policy naming the City of Roseville as Grantee, free and clear of all liens, and encumbrances except the following as shown in your preliminary title report number 01004124-010-PA, dated June 29, 2020 Amended May 27, 2021.

Exhibit "C-1"
Page 2 of 3

As to Fee Simple Interest and Drainage and Slope Easement:

<i>Exceptions Taken Subject To:</i> 5, 7, 8, 13	<i>Exceptions To Be Cleared:</i> 1, 2, 3, 4, 6, 9, 10, 11, 12, 14, 15, 16
--	--

Purchaser will pay for all costs of escrow and title insurance policy. The original policy together with two copies of the title insurance, all recorded documents, and your billing, should be sent to the following person at the close of escrow:

Daniel Lierly
Public Works – Engineering
City of Roseville
311 Vernon Street
Roseville, CA 95678

INSTRUCTIONS FROM SELLERS: In addition to the foregoing, you are hereby authorized to record and/or deliver the attached document to the City of Roseville upon receipt of a warrant in the amount of \$7,490.00, less any demands for liens, judgments, delinquent taxes and/or utilities, delinquent child support and/or alimony, or encumbrances. You are also authorized to obtain any required reconveyance (if fee being acquired) or subordination (if easement be in acquired) from the following Mortgagee:

Lender: _____

Loan No.: _____

Address: _____

Telephone: _____

Exhibit “C-1”
Page 3 of 3

**GRANTOR: JB COMPANY
MANAGEMENT LP**

CITY OF ROSEVILLE:

By:

Date: _____

By:

Date: _____

By (*Sign*)

Print Name

Date: _____

**Exhibit “D-1”
Special Provisions**

Construction Contract Work

CITY will not be performing any construction contract work.

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **CITY OF ROSEVILLE, a municipal corporation**, as grantee ("CITY") and **JB COMPANY MANAGEMENT LP, a California limited partnership**, as grantor ("GRANTOR"),

W I T N E S S E T H:

WHEREAS, GRANTOR is the owner of certain real property identified as Assessor Parcel Number 017-113-023 located in the City of Roseville, County of Placer (the "Property"); and

WHEREAS, the CITY desires to acquire a portion of such property in fee simple interest as described in the attached legal description marked Exhibit "A-1", and depicted on the attached plat map marked Exhibit "B-1", which is attached hereto and incorporated herein by reference for the purpose of constructing the Roseville Parkway Extension Project ("the Project"); and

WHEREAS, the CITY desires to acquire a permanent drainage and slope easement as described in the attached legal description marked Exhibit "A-2" and depicted on the attached plat map marked Exhibit "B-2", which is attached hereto and incorporated herein by reference; and

WHEREAS, GRANTOR agrees to sell and CITY agrees to buy the fee simple interest and a permanent drainage and slope easement (collectively "the Subject Property"), pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, GRANTOR agrees to sell and CITY agrees to buy the Subject Property pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Purchase Price. GRANTOR agrees to sell, and CITY agrees to buy, the Subject Property for the sum of ***Seven Thousand Four Hundred Ninety Dollars (\$7,490.00)*** ("Purchase Price"). In addition, CITY agrees to release GRANTOR's obligations to construct certain improvements as described in those Deferred Improvement Agreements identified as Exception Items 6 and 7 of Fidelity National Title Company Preliminary Title Report number 01004124-010-PA, dated June 29, 2020 Amended May 27, 2021, Amendment No. 1. The parties agree that the Purchase Price and release of the Deferred Improvement Agreements includes compensation for any and all improvements located within the Subject Property and any severance damages, loss of goodwill damages, relocation assistance payments, costs, or attorney fees, except as provided herein.

2. Conveyance. GRANTOR has executed, or will execute prior to the Close of Escrow, as defined herein, the Grant Deed and Drainage and Slope Easement in the format satisfactory to the City Attorney of CITY (collectively "Deeds"), conveying the Subject Property to CITY.

3. Escrow. CITY has opened an escrow account for this transaction with Fidelity National Title Company, 8525 Madison Ave #110, Fair Oaks, CA 95628, and Attention: Paul Avila ("the Title Company") under Escrow #01004124-010-PA-KD as described in the Escrow Instructions attached hereto as Exhibit "C-1". Prior to the Close of Escrow, GRANTOR shall deliver the Deeds to the Title Company. Prior to the Close of Escrow, CITY shall deposit with the Title Company the Purchase Price for the account of GRANTOR, conditioned upon the Subject Property vesting in CITY free and clear of all liens, leases, encumbrances, assessments, easements, bonds, judgments and debts secured by Deeds of Trust or mortgages except as indicated in the Escrow Instructions, as well as the Easement on the Crouch Property. If for any reason escrow fails to close as set forth herein, including termination of this Agreement, the Title Company shall return all funds and documents to the party that submitted such funds or documents.

4. Title Approval. CITY's disapproval of any exception shown in the title reports are set forth in Exhibit "C-1", the Escrow Instructions. GRANTOR shall notify City within fifteen (15) working days of the Effective Date of this Agreement if it elects not to remove or is unable to remove any disapproved exception. CITY shall have five (5) working days after notification of such action either (i) to terminate this Agreement or (ii) to waive its disapproval of such exception and agree to purchase the Subject Property subject to the disapproved exception. If CITY fails to notify GRANTOR, in writing, within five (5) working days of its election pursuant to this paragraph, CITY shall be deemed to have elected to terminate this Agreement. In the event of termination of this Agreement, the parties shall have no obligations hereunder. Any exception which CITY has approved hereunder, either by CITY's approval, CITY's failure to disapprove such exception, or by CITY's waiver of disapproval, shall be deemed a "Permitted Exception".

5. Discharge of Obligations. The Title Company may expend any and all money payable to GRANTOR under this Agreement to discharge any obligations (except those identified in the Escrow Instructions as being taken subject to) which are liens upon the Subject Property, including but not limited to, those arising from judgments, assessments, delinquent taxes (other than for the fiscal year referred to in the Escrow Instructions), or debts secured by deeds of trust or mortgages or to defray any other incidental costs other than those specified in the escrow instructions to be borne by CITY. Any money made payable pursuant to a deed of trust shall be made payable to the beneficiary entitled to the money pursuant to the deed of trust; provided, however, that the beneficiary shall first furnish GRANTOR and the Title Company with a good and sufficient receipt showing the money to be credited against the indebtedness secured by the deed of trust.

6. Allocation of Taxes and Assessments. Taxes for the fiscal year in which the escrow closes shall be cleared and paid for in the manner required by Section 5086 of the Revenue and Taxation Code. As a deduction from the amount shown in Section 1, above, the City shall be authorized to pay any delinquent taxes due in any fiscal year, except the fiscal year in which this escrow closes, together with penalties and interest thereon. If GRANTOR has prepaid any taxes which are cancelled pursuant to Section 5086 as to the Subject Property, GRANTOR may seek any refunds to which it is entitled from such taxing agencies. If the Subject Property is subject to any assessments which are not subject to cancellation under Revenue and Taxation Code section 5086, such assessments shall be prorated as of the date of apportionment. GRANTOR shall pay all taxes and assessments outstanding up to the date of apportionment, if any, as to the Subject Property.

7. Escrow Costs. CITY shall pay all escrow fees, recording fees and title insurance charges incurred in this transaction.

8. Date of Possession. The right of possession and use of the Subject Property by the CITY, including the right to remove and dispose of improvements, shall commence upon the Effective Date of this Agreement, and the amount shown in Paragraph 1 of this Agreement includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

9. Title and Escrow Closing. Title to the Subject Property shall pass immediately upon Close of Escrow. Escrow shall close no later than sixty (60) days after the Effective Date of this Agreement (the "Close of Escrow").

10. Escrow Instructions. A copy of this Agreement shall be delivered to the Title Company by CITY and shall have Escrow Instructions attached. The issuance of any additional escrow instructions shall be the sole responsibility of CITY, but must be signed by GRANTOR to be valid and enforceable and approved by the City Attorney.

11. Time. Time is of the essence of this Agreement.

12. No Existing Tenancy. GRANTOR warrants there are no oral or written leases on all or any portion of the Subject Property, with the exception of *To Be Determined* ("Lessee"). GRANTOR agrees to defend, indemnify and hold CITY harmless for any damages, losses and/or expenses occasioned by reason of any lease of all or a portion of the Subject Property, with the exception of current Lessee. GRANTOR agrees not to assign, transfer or sell to any third party any right, title or interest GRANTOR has in the Subject Property. The parties acknowledge that, upon acquisition by CITY, any lease, tenancy or occupancy shall terminate as to that part of the lease, tenancy or occupancy being acquired by CITY pursuant to this Agreement. Further, if there exists either recorded or unrecorded leases, the parties agree that at CITY's sole discretion, escrow shall not close and this Agreement shall become all or in part null and void if the Title Company fails to receive adequate documentation (such as a quitclaim deed and/or Tenant Consent) establishing that lessee has agreed to claim no interest in the Subject Property or in any compensation for the Subject Property, and further enables CITY to obtain sufficient title insurance.

13. Project. GRANTOR understands that the acquisition of the Subject Property is in connection with the construction, operation and maintenance by CITY of the Project, and that the payment of the money provided by this Agreement constitutes the entire consideration for the sale. GRANTOR hereby waives and releases CITY from any obligation, claim or damage on account of the grant of the Subject Property to CITY or on account of the location or construction of the Project.

14. Hazardous Substances. Neither GRANTOR, nor to the best of GRANTOR's knowledge, any third party, has engaged in the generation, use, manufacture, storage, treatment, transportation, or disposal of any "hazardous substance" on the Subject Property. In addition, neither GRANTOR, nor to the best of GRANTOR's knowledge, any third party has received any form of notice of violation of any "applicable environmental law" with respect to the Subject Property, including any groundwater.

For purposes of this Agreement, the term "hazardous substance" means either any petroleum product or any substance, chemical, or waste that is listed as hazardous, toxic or dangerous under any applicable environmental law.

For purposes of this Agreement, the term "applicable environmental law" means the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 USC §9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC 6901 et seq.; the federal Water Pollution Control Act, 33 USC §1251 et seq.; the Clean Air Act, 42 USC §7401 et seq.; the Hazardous Materials Transportation Act, 49 USC §1471 et seq.; the Toxic Substances Control Act, 15 USC §§2601-2629; and the Safe Drinking Water Act, 42 USC §300f-300j; as each has been amended from time to time; or any similar state and local laws or ordinances or regulations implementing such statutes.

15. Flood Control Act. GRANTOR discloses that the Subject Property is located in a "flood zone," as set forth on F.E.M.A. or H.U.D. "Special Flood Zone Area Maps."

16. Special Studies Zone Act. GRANTOR discloses that the Subject Property is not situated in a Special Study Zone as designated under the Alquist-Priolo Special Studies Zone Act, Sections 2621-2630, inclusive, of the California Public Resources Code, or otherwise in an area of the high geologic hazard ("Geologic Zone").

17. Testing. If applicable, CITY may at all reasonable times enter upon the Subject Property and conduct tests, take soil or water samples or soil borings to determine if hazardous substances exist. If, such testing detects the existence of a hazardous substance, CITY may, at its sole option, rescind and terminate this Agreement and cancel the escrow. Provided, however, that CITY shall exercise said option not later than sixty (60) days after the Effective Date of this Agreement or the Close of Escrow whichever occurs first.

18. Construction Work by CITY. None.

19. Removal of Deferred Improvement Agreement by CITY. CITY shall remove Exception Items 7 and 8 of your Fidelity National Title Company Preliminary Title Report No.: 01004124-010-PA-KD dated June 29, 2020 Amended May 27, 2021, Amendment No. 1, so that they are no longer on title and the property will no longer be burdened by the Deferred Improvement Agreement.

20. GRANTOR's Warranties.

GRANTOR hereby represents and warrants to CITY:

A. Contracts:

That there are no service contracts or other contractual obligations (except which GRANTOR has disclosed to CITY) upon which GRANTOR is obligated pertaining to the Subject Property, except those which can be terminated upon not more than thirty (30) days' notice.

B. Documents Delivered:

That all documents delivered to GRANTOR by CITY pursuant to the terms of this Agreement are complete.

C. Special Assessments or Condemnation:

That there are not presently pending any special assessments or condemnation actions against the Subject Property, or any part thereof, nor has GRANTOR received any notice of any special assessments or condemnation actions being contemplated except as otherwise listed on the Escrow Instructions.

D. Leasing Commissions:

That there is no outstanding leasing commission's payable for any lease as to the Subject Property and there are no obligations to pay any leasing commission for any renewal of the tenancy of any of the tenants or for any new lease negotiated prior to Close of Escrow.

E. Title:

1) Encumbrances:

Except for those specifically listed in the Preliminary Title Report No. 01004124-010-PA-KD dated June 29, 2020 Amended May 27, 2021 and stated as Permitted Exceptions in the Escrow Instructions, to GRANTOR's best knowledge, the Subject Property is free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions, and restrictions of any kind.

2) Encroachments:

Except for those specifically detailed on the attached, Exhibits "B-1", "B-2" and "B-3" plats, to GRANTOR's best knowledge, there are no encroachments on the Subject Property from adjoining property, and the Subject Property does not encroach on any adjoining property, easements, or streets.

F. Litigation:

That GRANTOR is not involved in or aware of any pending or threatened litigation which does or will affect the Subject Property. There are no actions or proceedings pending or threatened against GRANTOR before any court or administrative agency in any way connected with or relating to the Subject Property, or affecting GRANTOR's ability to fulfill all of its obligations under this Agreement.

G. Indemnification:

That GRANTOR shall indemnify and hold CITY harmless from any liability, loss or claim for damages, including reasonable costs and attorneys' fees, arising from any lease as to the Subject Property accruing prior to the Close of Escrow; arising out of any theft, damage, or injury to any tenants on the Subject Property or their personal property, and occurring prior to Close of Escrow; or arising out of the breach by GRANTOR of the covenants or any warranties or the falsity of any of the representations set forth in this Agreement.

H. Survival:

That GRANTOR's representations, warranties and covenants contained in this paragraph shall survive Close of Escrow and the recordation of the Grant Deed.

I. Authority:

That GRANTOR has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

J. Lease Back Rights:

That GRANTOR waives any notice or right of first refusal pursuant to Code of Civil Procedure section 1245.245 and any lease-back rights under Code of Civil Procedure section 1263.615.

K. Brokers:

That no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, GRANTOR shall indemnify, defend and hold CITY harmless from all liabilities, expenses, losses, damages or claims (including reasonable attorneys' fees) arising out of such broker's or finder's claims.

L. Advice of Professionals:

GRANTOR has had the opportunity to be advised by their own legal counsel and professionals in connection with this Agreement, and has obtained, and relies upon, such advice as GRANTOR deems appropriate.

21. Integrated Agreement. This is an integrated Agreement, and it contains all of the terms, considerations, understandings and promises of the parties. It shall be read as a whole. This Agreement may be amended, modified, changed or rescinded only by an instrument in writing, executed by the parties, except as provided herein.

22. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

23. Attorney's Fees. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

24. Venue/Governing Law. Any action arising out of this Agreement shall be brought in Placer County, California regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

25. Binding Agreement. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the parties.

26. Joint Effort. This Agreement is the result of the joint efforts and negotiations of parties hereto, and no single party is the author or drafter of it. The parties agree that this Agreement shall be interpreted as though each of the parties participated equally in the composition of this Agreement and each and every part of it.

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

CITY OF ROSEVILLE

Jason Shykowski
Public Works Director
311 Vernon Street
Roseville, CA 95678

GRANTOR

JB Company Management, LP
Attn: Gary Benvenuti
8125 Bell Street, Suite 100
Sacramento, CA 95825

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

28. Special Provisions. The Special Provisions attached hereto as Exhibit "D-1," if any, are hereby incorporated, and made a part of this Agreement by this reference. In the event of any conflict or inconsistency between this Agreement and the Special Provisions, the terms of the Special Provisions shall prevail.

29. Further Assurances. Each party to this Agreement agrees to execute, acknowledge and deliver such further instruments as may be necessary or desirable to accomplish the intent and purpose of this Agreement.

30. Effective Date. This Agreement shall be effective upon full execution by all parties (the "Effective Date").

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed 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 GRANTOR has caused this Agreement to be duly executed.

GRANTEE:
CITY OF ROSEVILLE, a municipal Corporation

GRANTOR:
JB COMPANY MANAGEMENT LP, a California limited partnership

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: _____

BY: _____
its: _____

ATTEST:

BY: _____
SONIA OROZCO

City Clerk

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

BY: _____
MICHAEL CHRISTENSEN
Senior Deputy City Attorney

JAMES STAUDINGER
Senior Right-of-Way Agent
Consultant to the City
CA Real Estate Broker License #00582011

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

Exhibits

A-1:	Legal Description of Fee Simple Interest
A-2:	Legal Description of Drainage and Slope Easement
B-1:	Plat of Fee Simple Interest
B-2:	Plat of Drainage and Slope Easement
C-1:	Escrow Instructions
D-1:	Special Provisions

Exhibit "A-1"
Fee Simple Legal Description
1 of 2

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of

PARCEL D of that certain Parcel Map titled ROSEVILLE PARKWAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 83°15'23" East, 2173.33 feet to the southeast corner of said PARCEL D and the **Point of Beginning**; thence along the easterly line of said PARCEL D, North 01°16'43" West, 50.60 feet to the beginning of a non-tangent curve, concave northeasterly having a radius of 1911.85 feet, and a chord bearing a distance of North 82°10'22" West, 11.17 feet; thence leaving said easterly line, the following five (5) courses:

1. Westerly along said curve, through a central angle of 00°20'05", 11.17 feet;
2. South 00°00'00" East, 29.83 feet to the beginning on a non-tangent curve, concave northeasterly, having a radius of 1954.00 feet, and a chord bearing and distance of North 79°29'03" West, 310.78 feet;
3. Northwesterly along said curve, through a central angle of 09°07'21", 311.11 feet;
4. North 74°52'39" West, 81.11 feet;
5. North 74°55'23" West, 34.56 feet to a point on the westerly line of said PARCEL D; thence along said westerly line, South 00°34'41" East, 11.88 feet to the southwest corner of said PARCEL D; thence leaving said easterly line and along the southerly line of said PARCEL D, the following two (2) courses:

1. South 75°01'13" East, 182.10 feet to the beginning of a tangent curve, concave northeasterly having a radius of 1961.85 feet, a chord bearing a distance of South 78°47'42" East, 258.31 feet;

Exhibit "A-1"
Fee Simple Legal Description
2 of 2

2. Southeasterly along said curve, through a central angle of 07°32'58", 258.50 feet to

the to the **Point of Beginning**.

Containing 0.15 acres or 6,682 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

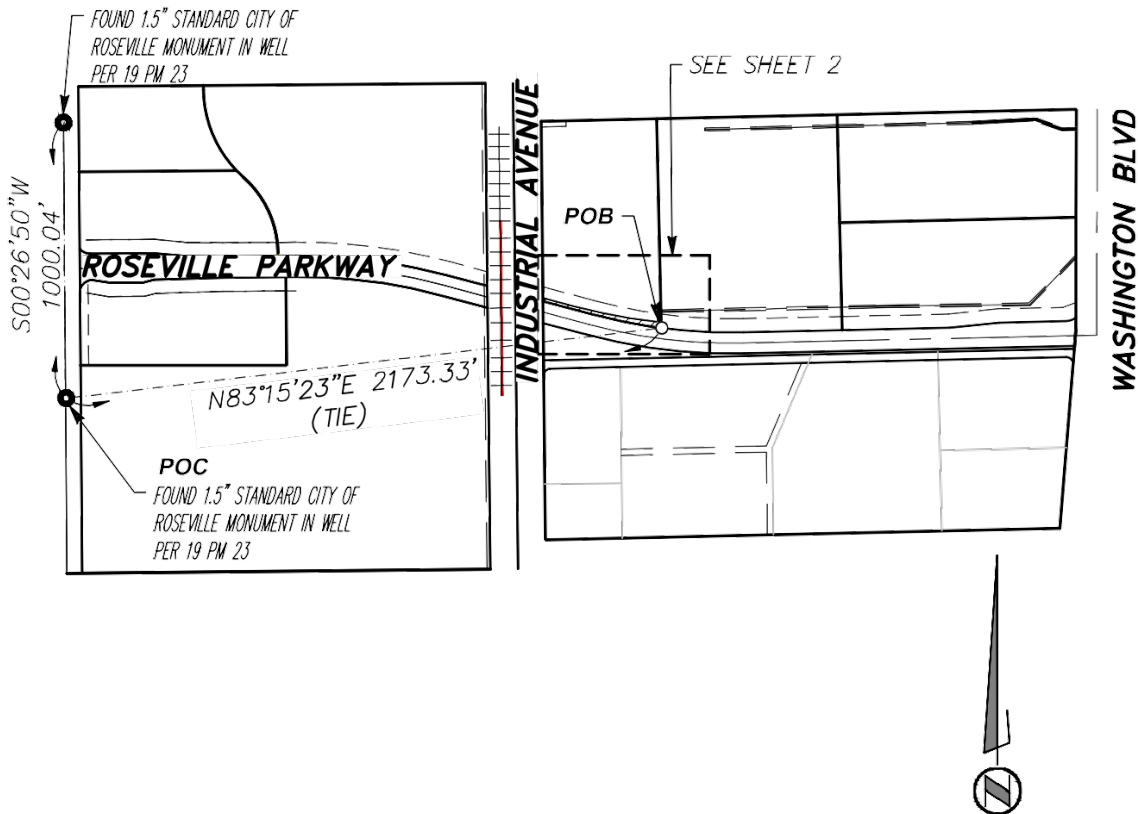
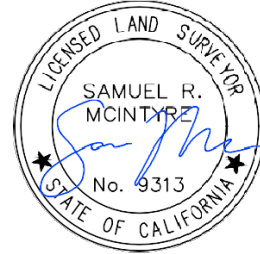
05/20/2021

Date

Exhibit "B-1"
Fee Simple Plat Map
1 of 2

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PM PARCEL MAP
- CB CHORD BEARING
- CH CHORD DISTANCE
- FOUND MONUMENT AS NOTED
- DIMENSION POINT
- ▨ PARCEL TO BE TRANSFERRED



BEARINGS AND DISTANCES SHOWN ARE BASED UPON THE CALIFORNIA COORDINATES SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET, DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN GROUND LEVEL DISTANCES.

SHEET 1 OF 2

 MARK THOMAS Scale: 1" = 600' Date May 2021 Drawn By AD Checked By SM	Page 2	 CITY OF ROSEVILLE TRADITION • PRIDE • PROGRESS
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Exhibit "B-1"
Fee Simple Plat Map
2 of 2

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 PM PARCEL MAP
 CB CHORD BEARING
 CH CHORD DISTANCE
 ● FOUND MONUMENT AS NOTED
 ○ DIMENSION POINT
 ▨ PARCEL TO BE TRANSFERRED

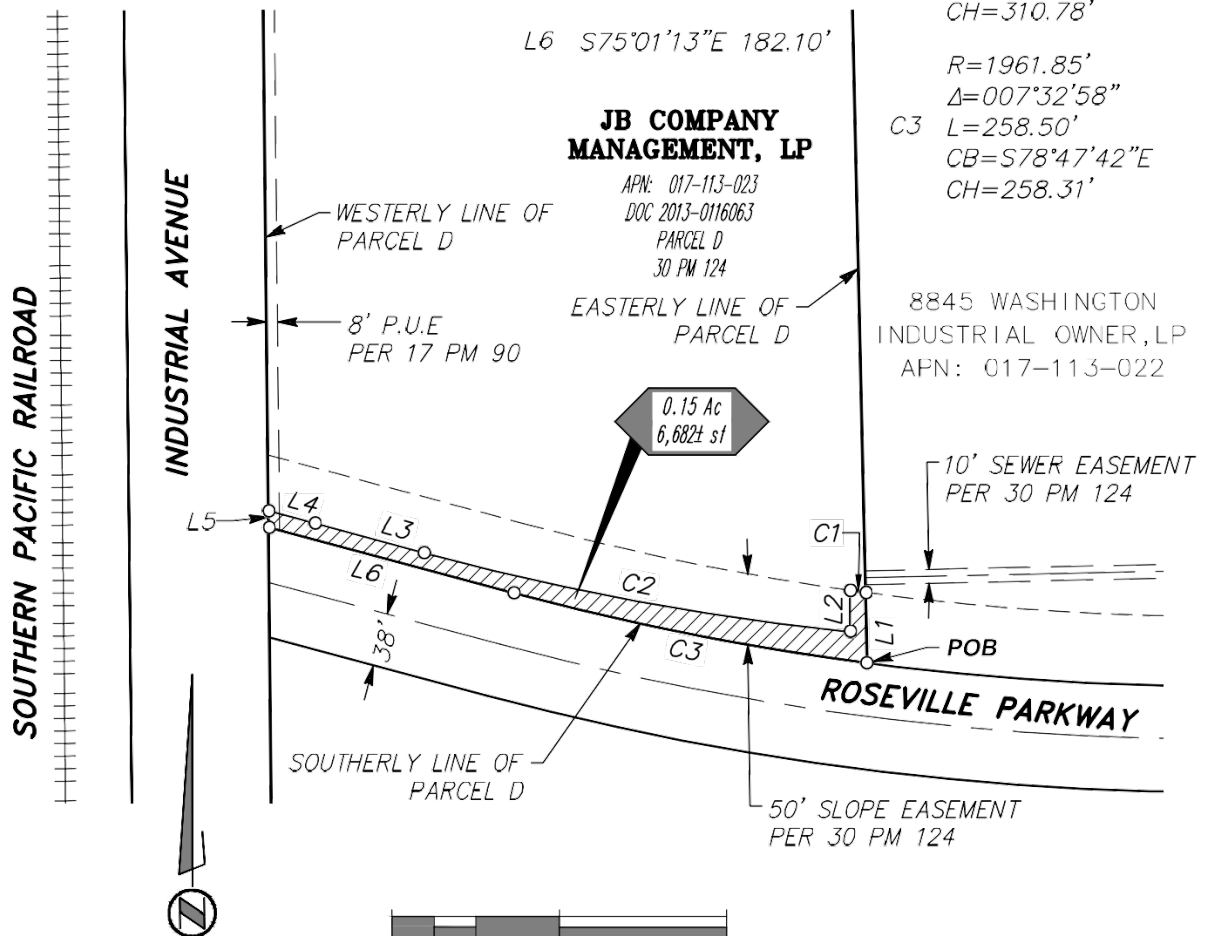
SEE SHEET 1 FOR BASIS OF BEARINGS

LINE TABLE

L1 N01°16'43"W 50.60'
 L2 S00°00'00"E 29.83'
 L3 N74°52'39"W 81.11'
 L4 N74°55'23"W 34.56'
 L5 S00°34'41"E 11.88'
 L6 S75°01'13"E 182.10'

CURVE TABLE

R=1911.85'
 $\Delta=000^{\circ}20'05''$
 C1 L=11.17'
 CB=N82°10'22"W
 CH=11.17'
 R=1954.00'
 $\Delta=009^{\circ}07'21''$
 C2 L=311.11'
 CB=N79°29'03"W
 CH=310.78'
 R=1961.85'
 $\Delta=007^{\circ}32'58''$
 C3 L=258.50'
 CB=S78°47'42"E
 CH=258.31'



SHEET 2 OF 2



Scale: 1" = 120'
 Date May 2021
 Drawn By AD
 Checked By SM

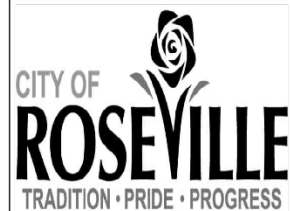


Exhibit "A-2"
Drainage and Slope Easement Legal Description
1 of 2

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of PARCEL D of that certain Parcel Map titled ROSEVILLE PARKWAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 83°15'23" East, 2173.33 feet to the southeast corner of said PARCEL D; thence along the easterly line of said PARCEL D, North 01°16'43" West, 50.60 to the beginning of a non-tangent curve, concave northeasterly, having a radius of 1911.85 feet, and a chord bearing and distance of North 78°40'48" West, 244.08 feet, and the **Point of Beginning**; thence leaving said easterly line, the following two (2) courses:

1. Northwesterly along said curve, through a central angle of 07°19'11", 244.25 feet;
2. North 75°01'13" West, 196.02 feet to a point on the westerly line of said PARCEL D; thence along said westerly line, North 00°34'41" West, 21.20 feet; thence leaving said westerly line, South 77°31'20" East, 438.72 feet to said easterly line of PARCEL D; thence along said easterly line, South 01°16'43" East, 24.99 feet to the **Point of Beginning**.

Containing 0.28 acres or 12,021 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

Exhibit "A-2"
Drainage and Slope Easement Legal Description
2 of 2

This real property description has been prepared at Mark Thomas & Company, Inc., by me,
or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

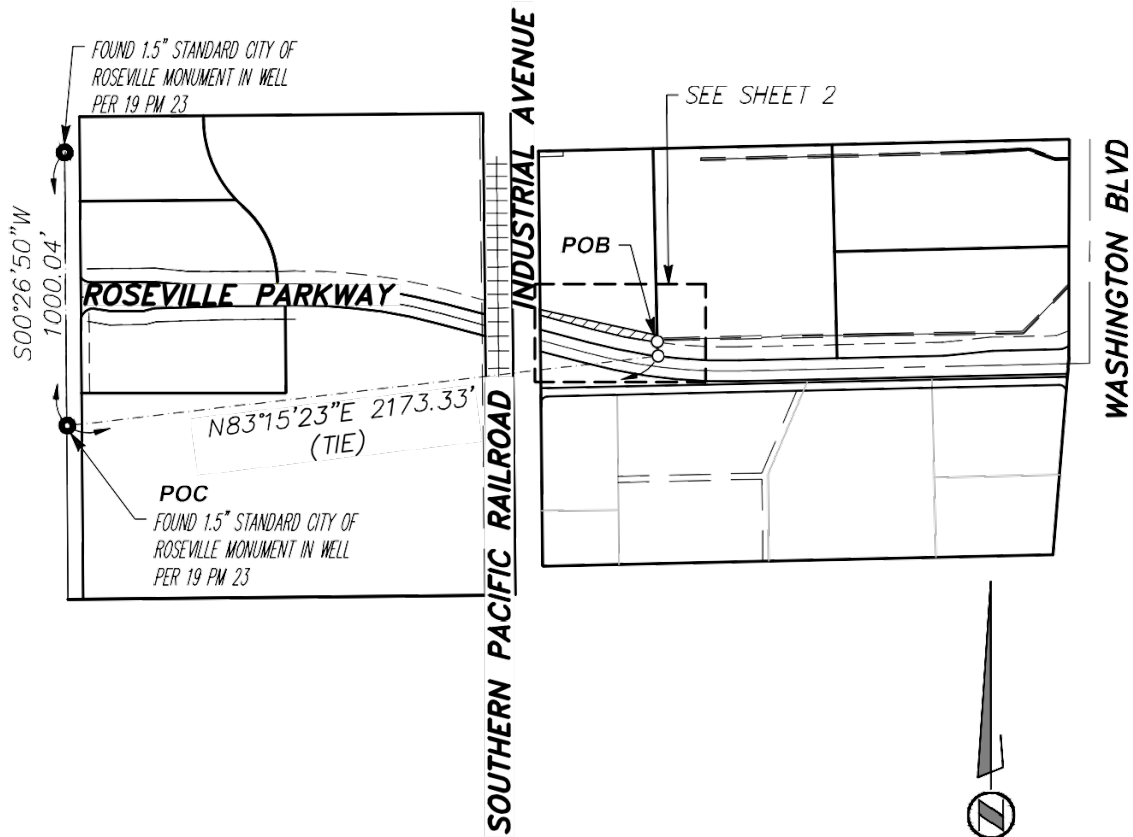
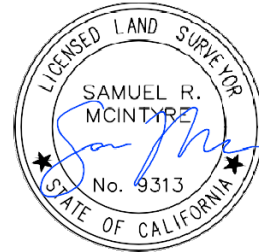
05/20/2021

Date

Exhibit "B-2"
Drainage and Slope Easement Plat Map
1 of 2

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PM PARCEL MAP
- CB CHORD BEARING
- CH CHORD DISTANCE
- FOUND MONUMENT AS NOTED
- DIMENSION POINT
- ▨ EASEMENT TO BE TRANSFERRED



BEARINGS AND DISTANCES ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET. DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN LEVEL DISTANCES.

SHEET 1 OF 2

 MARK THOMAS Scale: 1" = 600' Date May 2021 Drawn By AD Checked By SM		 CITY OF ROSEVILLE TRADITION • PRIDE • PROGRESS
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Exhibit "B-2"
Drainage and Slope Easement Plat Map
 2 of 2

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 PM PARCEL MAP
 CB CHORD BEARING
 CH CHORD DISTANCE
 ● FOUND MONUMENT AS NOTED
 ○ DIMENSION POINT
 ▨ EASEMENT TO BE TRANSFERRED

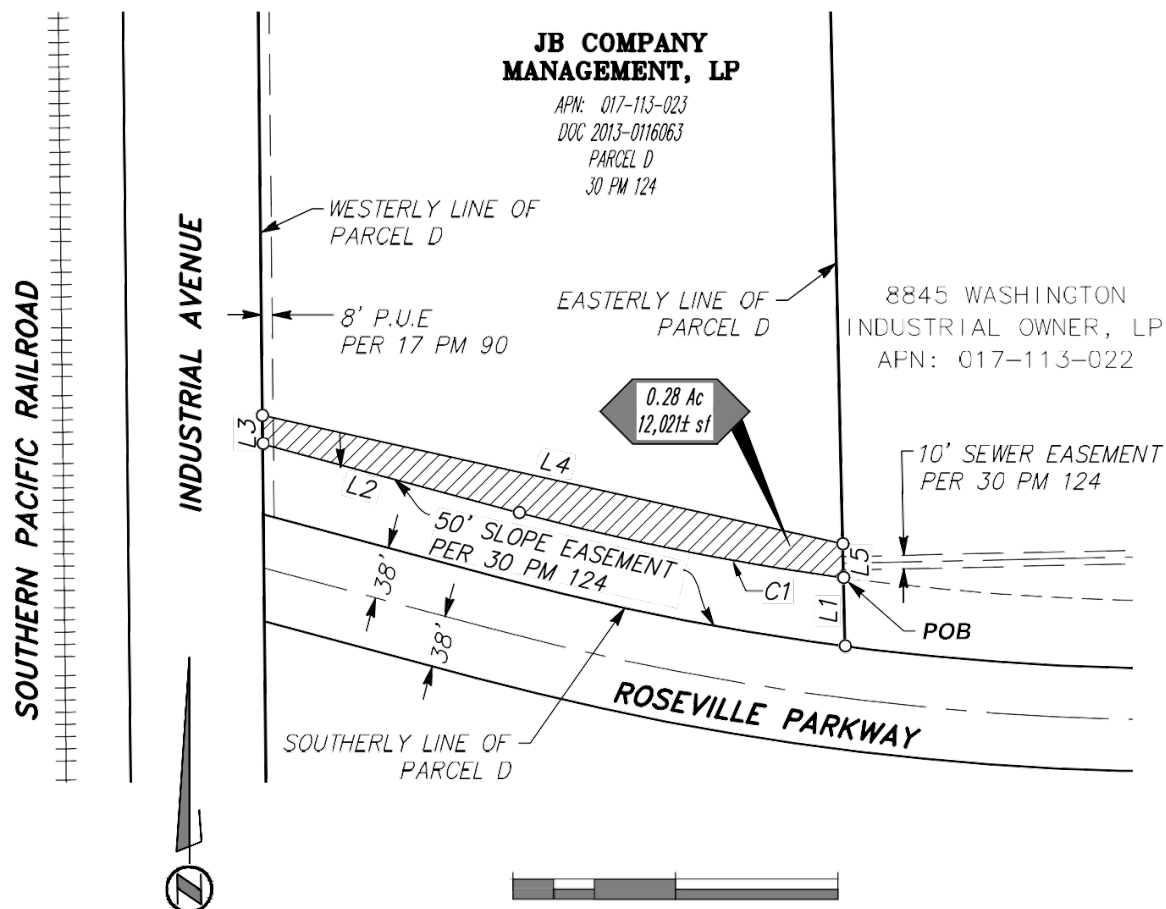
SEE SHEET 1 FOR BASIS OF BEARINGS

LINE TABLE

L1 N01°16'43"W 50.60'
 L2 N75°01'13"W 196.02'
 L3 N00°34'41"W 21.20'
 L4 S77°31'20"E 438.72'
 L5 S01°16'43"E 24.99'

CURVE TABLE

R=1911.85'
 $\Delta=007^{\circ}19'11''$
 C1 L=244.25'
 CB=N78°40'48"W
 CH=244.08'



SHEET 2 OF 2



MARK THOMAS

Scale: 1" = 120'
 Date May 2021
 Drawn By AD
 Checked By SM



Exhibit "C-1"
Escrow Instructions
Page 1 of 3

Insert Date:

Fidelity National Title Company
Escrow No.: 01004124-010-PA-KD

Project: City of Roseville – Roseville Parkway
Extension Project

Parcel No.: 017-113-023
Owner: JB Company Management LP

This escrow will be closed in connection with the City of Roseville, Roseville Parkway Extension Project. The following items have been checked to indicate the method in which this escrow identified by the above parcel number and escrow number is to be closed.

The sale price of this transaction is \$7,490.00.

- X Enclosed is a warrant in the sum of \$7,490.00.
- X Enclosed is the Deed (granting a Fee Simple Interest) with attached certificate of acceptance, and a copy of the Agreement for Purchase.
- X Enclosed is the Drainage and Slope Easement Deed (granting various Easement Interests) with attached certificate of acceptance, and a copy of the Agreement for Purchase.
- X Taxes will be prorated and canceled as of close of escrow and any taxes due shall be paid to the County Tax collector from this escrow.
- No tax cancellation or proration will be necessary.
- X Policy of title insurance shall be issued in the amount of \$7,490.00 (land value only).

Proceeds from this transaction are to be sent to Grantor as follows:

JB Company Management LP
Attn: Gary Benvenuti
1825 Bell Street, Suite 100
Sacramento, CA 95825

You are authorized to record any documents, disburse any funds, and close this escrow when you are able to issue a title policy naming the City of Roseville as Grantee, free and clear of all liens, and encumbrances except the following as shown in your preliminary title report number 01004124-010-PA, dated June 29, 2020 Amended May 27, 2021.

Exhibit "C-1"
Page 2 of 3

As to Fee Simple Interest and Drainage and Slope Easement:

<i>Exceptions Taken Subject To:</i> 5, 7, 8, 13	<i>Exceptions To Be Cleared:</i> 1, 2, 3, 4, 6, 9, 10, 11, 12, 14, 15, 16
--	--

Purchaser will pay for all costs of escrow and title insurance policy. The original policy together with two copies of the title insurance, all recorded documents, and your billing, should be sent to the following person at the close of escrow:

Daniel Lierly
Public Works – Engineering
City of Roseville
311 Vernon Street
Roseville, CA 95678

INSTRUCTIONS FROM SELLERS: In addition to the foregoing, you are hereby authorized to record and/or deliver the attached document to the City of Roseville upon receipt of a warrant in the amount of \$7,490.00, less any demands for liens, judgments, delinquent taxes and/or utilities, delinquent child support and/or alimony, or encumbrances. You are also authorized to obtain any required reconveyance (if fee being acquired) or subordination (if easement be in acquired) from the following Mortgagee:

Lender: _____

Loan No.: _____

Address: _____

Telephone: _____

Exhibit “C-1”
Page 3 of 3

**GRANTOR: JB COMPANY
MANAGEMENT LP**

CITY OF ROSEVILLE:

By:

Date: _____

By:

Date: _____

By (*Sign*)

Print Name

Date: _____

**Exhibit “D-1”
Special Provisions**

Construction Contract Work

CITY will not be performing any construction contract work.

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **CITY OF ROSEVILLE, a municipal corporation**, as grantee ("CITY") and **JB COMPANY MANAGEMENT LP, a California limited partnership**, as grantor ("GRANTOR"),

W I T N E S S E T H:

WHEREAS, GRANTOR is the owner of certain real property identified as Assessor Parcel Number 017-113-023 located in the City of Roseville, County of Placer (the "Property"); and

WHEREAS, the CITY desires to acquire a portion of such property in fee simple interest as described in the attached legal description marked Exhibit "A-1", and depicted on the attached plat map marked Exhibit "B-1", which is attached hereto and incorporated herein by reference for the purpose of constructing the Roseville Parkway Extension Project ("the Project"); and

WHEREAS, the CITY desires to acquire a permanent drainage and slope easement as described in the attached legal description marked Exhibit "A-2" and depicted on the attached plat map marked Exhibit "B-2", which is attached hereto and incorporated herein by reference; and

WHEREAS, GRANTOR agrees to sell and CITY agrees to buy the fee simple interest and a permanent drainage and slope easement (collectively "the Subject Property"), pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, GRANTOR agrees to sell and CITY agrees to buy the Subject Property pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Purchase Price. GRANTOR agrees to sell, and CITY agrees to buy, the Subject Property for the sum of ***Seven Thousand Four Hundred Ninety Dollars (\$7,490.00)*** ("Purchase Price"). In addition, CITY agrees to release GRANTOR's obligations to construct certain improvements as described in those Deferred Improvement Agreements identified as Exception Items 6 and 7 of Fidelity National Title Company Preliminary Title Report number 01004124-010-PA, dated June 29, 2020 Amended May 27, 2021, Amendment No. 1. The parties agree that the Purchase Price and release of the Deferred Improvement Agreements includes compensation for any and all improvements located within the Subject Property and any severance damages, loss of goodwill damages, relocation assistance payments, costs, or attorney fees, except as provided herein.

2. Conveyance. GRANTOR has executed, or will execute prior to the Close of Escrow, as defined herein, the Grant Deed and Drainage and Slope Easement in the format satisfactory to the City Attorney of CITY (collectively "Deeds"), conveying the Subject Property to CITY.

3. Escrow. CITY has opened an escrow account for this transaction with Fidelity National Title Company, 8525 Madison Ave #110, Fair Oaks, CA 95628, and Attention: Paul Avila ("the Title Company") under Escrow #01004124-010-PA-KD as described in the Escrow Instructions attached hereto as Exhibit "C-1". Prior to the Close of Escrow, GRANTOR shall deliver the Deeds to the Title Company. Prior to the Close of Escrow, CITY shall deposit with the Title Company the Purchase Price for the account of GRANTOR, conditioned upon the Subject Property vesting in CITY free and clear of all liens, leases, encumbrances, assessments, easements, bonds, judgments and debts secured by Deeds of Trust or mortgages except as indicated in the Escrow Instructions, as well as the Easement on the Crouch Property. If for any reason escrow fails to close as set forth herein, including termination of this Agreement, the Title Company shall return all funds and documents to the party that submitted such funds or documents.

4. Title Approval. CITY's disapproval of any exception shown in the title reports are set forth in Exhibit "C-1", the Escrow Instructions. GRANTOR shall notify City within fifteen (15) working days of the Effective Date of this Agreement if it elects not to remove or is unable to remove any disapproved exception. CITY shall have five (5) working days after notification of such action either (i) to terminate this Agreement or (ii) to waive its disapproval of such exception and agree to purchase the Subject Property subject to the disapproved exception. If CITY fails to notify GRANTOR, in writing, within five (5) working days of its election pursuant to this paragraph, CITY shall be deemed to have elected to terminate this Agreement. In the event of termination of this Agreement, the parties shall have no obligations hereunder. Any exception which CITY has approved hereunder, either by CITY's approval, CITY's failure to disapprove such exception, or by CITY's waiver of disapproval, shall be deemed a "Permitted Exception".

5. Discharge of Obligations. The Title Company may expend any and all money payable to GRANTOR under this Agreement to discharge any obligations (except those identified in the Escrow Instructions as being taken subject to) which are liens upon the Subject Property, including but not limited to, those arising from judgments, assessments, delinquent taxes (other than for the fiscal year referred to in the Escrow Instructions), or debts secured by deeds of trust or mortgages or to defray any other incidental costs other than those specified in the escrow instructions to be borne by CITY. Any money made payable pursuant to a deed of trust shall be made payable to the beneficiary entitled to the money pursuant to the deed of trust; provided, however, that the beneficiary shall first furnish GRANTOR and the Title Company with a good and sufficient receipt showing the money to be credited against the indebtedness secured by the deed of trust.

6. Allocation of Taxes and Assessments. Taxes for the fiscal year in which the escrow closes shall be cleared and paid for in the manner required by Section 5086 of the Revenue and Taxation Code. As a deduction from the amount shown in Section 1, above, the City shall be authorized to pay any delinquent taxes due in any fiscal year, except the fiscal year in which this escrow closes, together with penalties and interest thereon. If GRANTOR has prepaid any taxes which are cancelled pursuant to Section 5086 as to the Subject Property, GRANTOR may seek any refunds to which it is entitled from such taxing agencies. If the Subject Property is subject to any assessments which are not subject to cancellation under Revenue and Taxation Code section 5086, such assessments shall be prorated as of the date of apportionment. GRANTOR shall pay all taxes and assessments outstanding up to the date of apportionment, if any, as to the Subject Property.

7. Escrow Costs. CITY shall pay all escrow fees, recording fees and title insurance charges incurred in this transaction.

8. Date of Possession. The right of possession and use of the Subject Property by the CITY, including the right to remove and dispose of improvements, shall commence upon the Effective Date of this Agreement, and the amount shown in Paragraph 1 of this Agreement includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

9. Title and Escrow Closing. Title to the Subject Property shall pass immediately upon Close of Escrow. Escrow shall close no later than sixty (60) days after the Effective Date of this Agreement (the "Close of Escrow").

10. Escrow Instructions. A copy of this Agreement shall be delivered to the Title Company by CITY and shall have Escrow Instructions attached. The issuance of any additional escrow instructions shall be the sole responsibility of CITY, but must be signed by GRANTOR to be valid and enforceable and approved by the City Attorney.

11. Time. Time is of the essence of this Agreement.

12. No Existing Tenancy. GRANTOR warrants there are no oral or written leases on all or any portion of the Subject Property, with the exception of *To Be Determined* ("Lessee"). GRANTOR agrees to defend, indemnify and hold CITY harmless for any damages, losses and/or expenses occasioned by reason of any lease of all or a portion of the Subject Property, with the exception of current Lessee. GRANTOR agrees not to assign, transfer or sell to any third party any right, title or interest GRANTOR has in the Subject Property. The parties acknowledge that, upon acquisition by CITY, any lease, tenancy or occupancy shall terminate as to that part of the lease, tenancy or occupancy being acquired by CITY pursuant to this Agreement. Further, if there exists either recorded or unrecorded leases, the parties agree that at CITY's sole discretion, escrow shall not close and this Agreement shall become all or in part null and void if the Title Company fails to receive adequate documentation (such as a quitclaim deed and/or Tenant Consent) establishing that lessee has agreed to claim no interest in the Subject Property or in any compensation for the Subject Property, and further enables CITY to obtain sufficient title insurance.

13. Project. GRANTOR understands that the acquisition of the Subject Property is in connection with the construction, operation and maintenance by CITY of the Project, and that the payment of the money provided by this Agreement constitutes the entire consideration for the sale. GRANTOR hereby waives and releases CITY from any obligation, claim or damage on account of the grant of the Subject Property to CITY or on account of the location or construction of the Project.

14. Hazardous Substances. Neither GRANTOR, nor to the best of GRANTOR's knowledge, any third party, has engaged in the generation, use, manufacture, storage, treatment, transportation, or disposal of any "hazardous substance" on the Subject Property. In addition, neither GRANTOR, nor to the best of GRANTOR's knowledge, any third party has received any form of notice of violation of any "applicable environmental law" with respect to the Subject Property, including any groundwater.

For purposes of this Agreement, the term "hazardous substance" means either any petroleum product or any substance, chemical, or waste that is listed as hazardous, toxic or dangerous under any applicable environmental law.

For purposes of this Agreement, the term "applicable environmental law" means the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 USC §9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC 6901 et seq.; the federal Water Pollution Control Act, 33 USC §1251 et seq.; the Clean Air Act, 42 USC §7401 et seq.; the Hazardous Materials Transportation Act, 49 USC §1471 et seq.; the Toxic Substances Control Act, 15 USC §§2601-2629; and the Safe Drinking Water Act, 42 USC §300f-300j; as each has been amended from time to time; or any similar state and local laws or ordinances or regulations implementing such statutes.

15. Flood Control Act. GRANTOR discloses that the Subject Property is located in a "flood zone," as set forth on F.E.M.A. or H.U.D. "Special Flood Zone Area Maps."

16. Special Studies Zone Act. GRANTOR discloses that the Subject Property is not situated in a Special Study Zone as designated under the Alquist-Priolo Special Studies Zone Act, Sections 2621-2630, inclusive, of the California Public Resources Code, or otherwise in an area of the high geologic hazard ("Geologic Zone").

17. Testing. If applicable, CITY may at all reasonable times enter upon the Subject Property and conduct tests, take soil or water samples or soil borings to determine if hazardous substances exist. If, such testing detects the existence of a hazardous substance, CITY may, at its sole option, rescind and terminate this Agreement and cancel the escrow. Provided, however, that CITY shall exercise said option not later than sixty (60) days after the Effective Date of this Agreement or the Close of Escrow whichever occurs first.

18. Construction Work by CITY. None.

19. Removal of Deferred Improvement Agreement by CITY. CITY shall remove Exception Items 7 and 8 of your Fidelity National Title Company Preliminary Title Report No.: 01004124-010-PA-KD dated June 29, 2020 Amended May 27, 2021, Amendment No. 1, so that they are no longer on title and the property will no longer be burdened by the Deferred Improvement Agreement.

20. GRANTOR's Warranties.

GRANTOR hereby represents and warrants to CITY:

A. Contracts:

That there are no service contracts or other contractual obligations (except which GRANTOR has disclosed to CITY) upon which GRANTOR is obligated pertaining to the Subject Property, except those which can be terminated upon not more than thirty (30) days' notice.

B. Documents Delivered:

That all documents delivered to GRANTOR by CITY pursuant to the terms of this Agreement are complete.

C. Special Assessments or Condemnation:

That there are not presently pending any special assessments or condemnation actions against the Subject Property, or any part thereof, nor has GRANTOR received any notice of any special assessments or condemnation actions being contemplated except as otherwise listed on the Escrow Instructions.

D. Leasing Commissions:

That there is no outstanding leasing commission's payable for any lease as to the Subject Property and there are no obligations to pay any leasing commission for any renewal of the tenancy of any of the tenants or for any new lease negotiated prior to Close of Escrow.

E. Title:

1) Encumbrances:

Except for those specifically listed in the Preliminary Title Report No. 01004124-010-PA-KD dated June 29, 2020 Amended May 27, 2021 and stated as Permitted Exceptions in the Escrow Instructions, to GRANTOR's best knowledge, the Subject Property is free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions, and restrictions of any kind.

2) Encroachments:

Except for those specifically detailed on the attached, Exhibits "B-1", "B-2" and "B-3" plats, to GRANTOR's best knowledge, there are no encroachments on the Subject Property from adjoining property, and the Subject Property does not encroach on any adjoining property, easements, or streets.

F. Litigation:

That GRANTOR is not involved in or aware of any pending or threatened litigation which does or will affect the Subject Property. There are no actions or proceedings pending or threatened against GRANTOR before any court or administrative agency in any way connected with or relating to the Subject Property, or affecting GRANTOR's ability to fulfill all of its obligations under this Agreement.

G. Indemnification:

That GRANTOR shall indemnify and hold CITY harmless from any liability, loss or claim for damages, including reasonable costs and attorneys' fees, arising from any lease as to the Subject Property accruing prior to the Close of Escrow; arising out of any theft, damage, or injury to any tenants on the Subject Property or their personal property, and occurring prior to Close of Escrow; or arising out of the breach by GRANTOR of the covenants or any warranties or the falsity of any of the representations set forth in this Agreement.

H. Survival:

That GRANTOR's representations, warranties and covenants contained in this paragraph shall survive Close of Escrow and the recordation of the Grant Deed.

I. Authority:

That GRANTOR has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

J. Lease Back Rights:

That GRANTOR waives any notice or right of first refusal pursuant to Code of Civil Procedure section 1245.245 and any lease-back rights under Code of Civil Procedure section 1263.615.

K. Brokers:

That no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, GRANTOR shall indemnify, defend and hold CITY harmless from all liabilities, expenses, losses, damages or claims (including reasonable attorneys' fees) arising out of such broker's or finder's claims.

L. Advice of Professionals:

GRANTOR has had the opportunity to be advised by their own legal counsel and professionals in connection with this Agreement, and has obtained, and relies upon, such advice as GRANTOR deems appropriate.

21. Integrated Agreement. This is an integrated Agreement, and it contains all of the terms, considerations, understandings and promises of the parties. It shall be read as a whole. This Agreement may be amended, modified, changed or rescinded only by an instrument in writing, executed by the parties, except as provided herein.

22. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

23. Attorney's Fees. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

24. Venue/Governing Law. Any action arising out of this Agreement shall be brought in Placer County, California regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

25. Binding Agreement. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the parties.

26. Joint Effort. This Agreement is the result of the joint efforts and negotiations of parties hereto, and no single party is the author or drafter of it. The parties agree that this Agreement shall be interpreted as though each of the parties participated equally in the composition of this Agreement and each and every part of it.

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

CITY OF ROSEVILLE

Jason Shykowski
Public Works Director
311 Vernon Street
Roseville, CA 95678

GRANTOR

JB Company Management, LP
Attn: Gary Benvenuti
8125 Bell Street, Suite 100
Sacramento, CA 95825

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

28. Special Provisions. The Special Provisions attached hereto as Exhibit "D-1," if any, are hereby incorporated, and made a part of this Agreement by this reference. In the event of any conflict or inconsistency between this Agreement and the Special Provisions, the terms of the Special Provisions shall prevail.

29. Further Assurances. Each party to this Agreement agrees to execute, acknowledge and deliver such further instruments as may be necessary or desirable to accomplish the intent and purpose of this Agreement.

30. Effective Date. This Agreement shall be effective upon full execution by all parties (the "Effective Date").

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed 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 GRANTOR has caused this Agreement to be duly executed.

GRANTEE:
CITY OF ROSEVILLE, a municipal Corporation

GRANTOR:
JB COMPANY MANAGEMENT LP, a California limited partnership

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: _____

BY: _____
its: _____

ATTEST:

BY: _____
SONIA OROZCO

City Clerk

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

BY: _____
MICHAEL CHRISTENSEN
Senior Deputy City Attorney

JAMES STAUDINGER
Senior Right-of-Way Agent
Consultant to the City
CA Real Estate Broker License #00582011

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

Exhibits

A-1:	Legal Description of Fee Simple Interest
A-2:	Legal Description of Drainage and Slope Easement
B-1:	Plat of Fee Simple Interest
B-2:	Plat of Drainage and Slope Easement
C-1:	Escrow Instructions
D-1:	Special Provisions

Exhibit "A-1"
Fee Simple Legal Description
1 of 2

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of

PARCEL D of that certain Parcel Map titled ROSEVILLE PARKWAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 83°15'23" East, 2173.33 feet to the southeast corner of said PARCEL D and the **Point of Beginning**; thence along the easterly line of said PARCEL D, North 01°16'43" West, 50.60 feet to the beginning of a non-tangent curve, concave northeasterly having a radius of 1911.85 feet, and a chord bearing a distance of North 82°10'22" West, 11.17 feet; thence leaving said easterly line, the following five (5) courses:

1. Westerly along said curve, through a central angle of 00°20'05", 11.17 feet;
2. South 00°00'00" East, 29.83 feet to the beginning on a non-tangent curve, concave northeasterly, having a radius of 1954.00 feet, and a chord bearing and distance of North 79°29'03" West, 310.78 feet;
3. Northwesterly along said curve, through a central angle of 09°07'21", 311.11 feet;
4. North 74°52'39" West, 81.11 feet;
5. North 74°55'23" West, 34.56 feet to a point on the westerly line of said PARCEL D; thence along said westerly line, South 00°34'41" East, 11.88 feet to the southwest corner of said PARCEL D; thence leaving said easterly line and along the southerly line of said PARCEL D, the following two (2) courses:

1. South 75°01'13" East, 182.10 feet to the beginning of a tangent curve, concave northeasterly having a radius of 1961.85 feet, a chord bearing a distance of South 78°47'42" East, 258.31 feet;

Exhibit "A-1"
Fee Simple Legal Description
2 of 2

2. Southeasterly along said curve, through a central angle of 07°32'58", 258.50 feet to

the to the **Point of Beginning**.

Containing 0.15 acres or 6,682 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

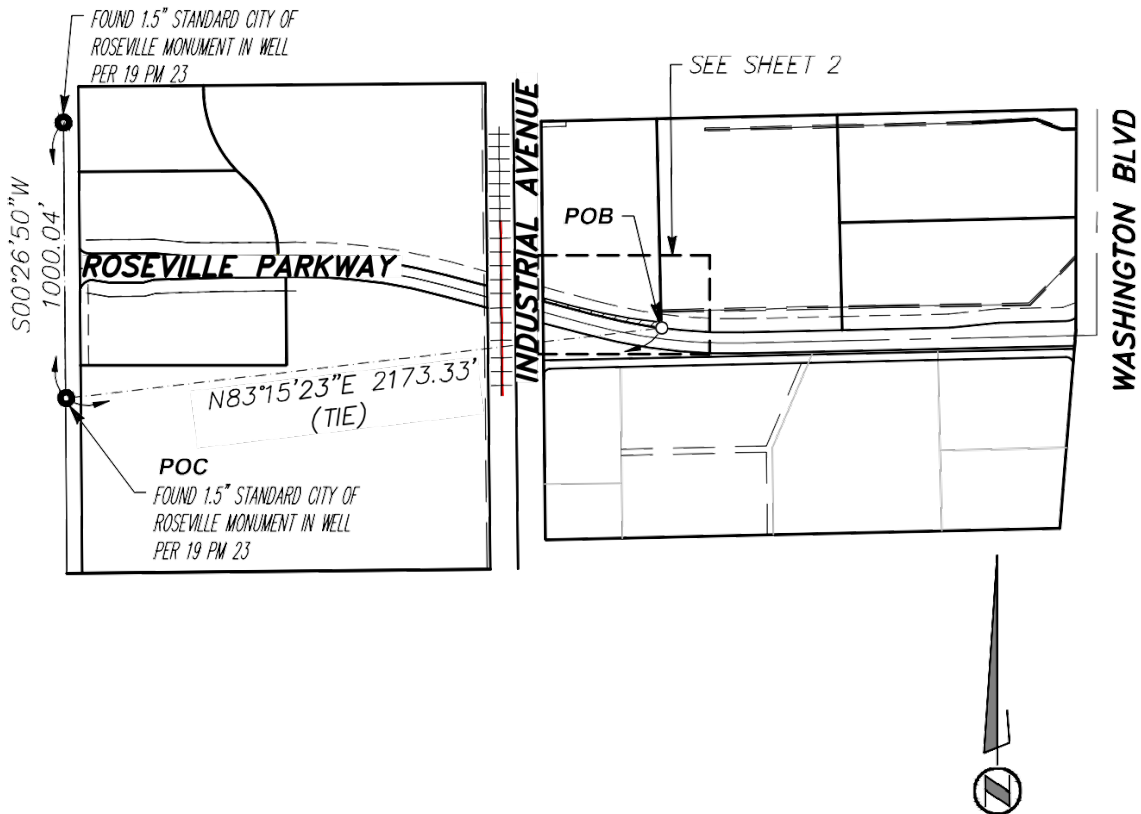
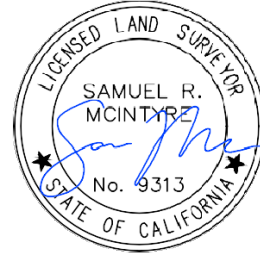
05/20/2021

Date

Exhibit "B-1"
Fee Simple Plat Map
1 of 2

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PM PARCEL MAP
- CB CHORD BEARING
- CH CHORD DISTANCE
- FOUND MONUMENT AS NOTED
- DIMENSION POINT
- ▨ PARCEL TO BE TRANSFERRED



BEARINGS AND DISTANCES SHOWN ARE BASED UPON THE CALIFORNIA COORDINATES SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET, DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN GROUND LEVEL DISTANCES.

SHEET 1 OF 2

 MARK THOMAS Scale: 1" = 600' Date May 2021 Drawn By AD Checked By SM	Page 2	 CITY OF ROSEVILLE TRADITION • PRIDE • PROGRESS
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Exhibit "B-1"
Fee Simple Plat Map
2 of 2

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 PM PARCEL MAP
 CB CHORD BEARING
 CH CHORD DISTANCE
 ● FOUND MONUMENT AS NOTED
 ○ DIMENSION POINT
 ▨ PARCEL TO BE TRANSFERRED

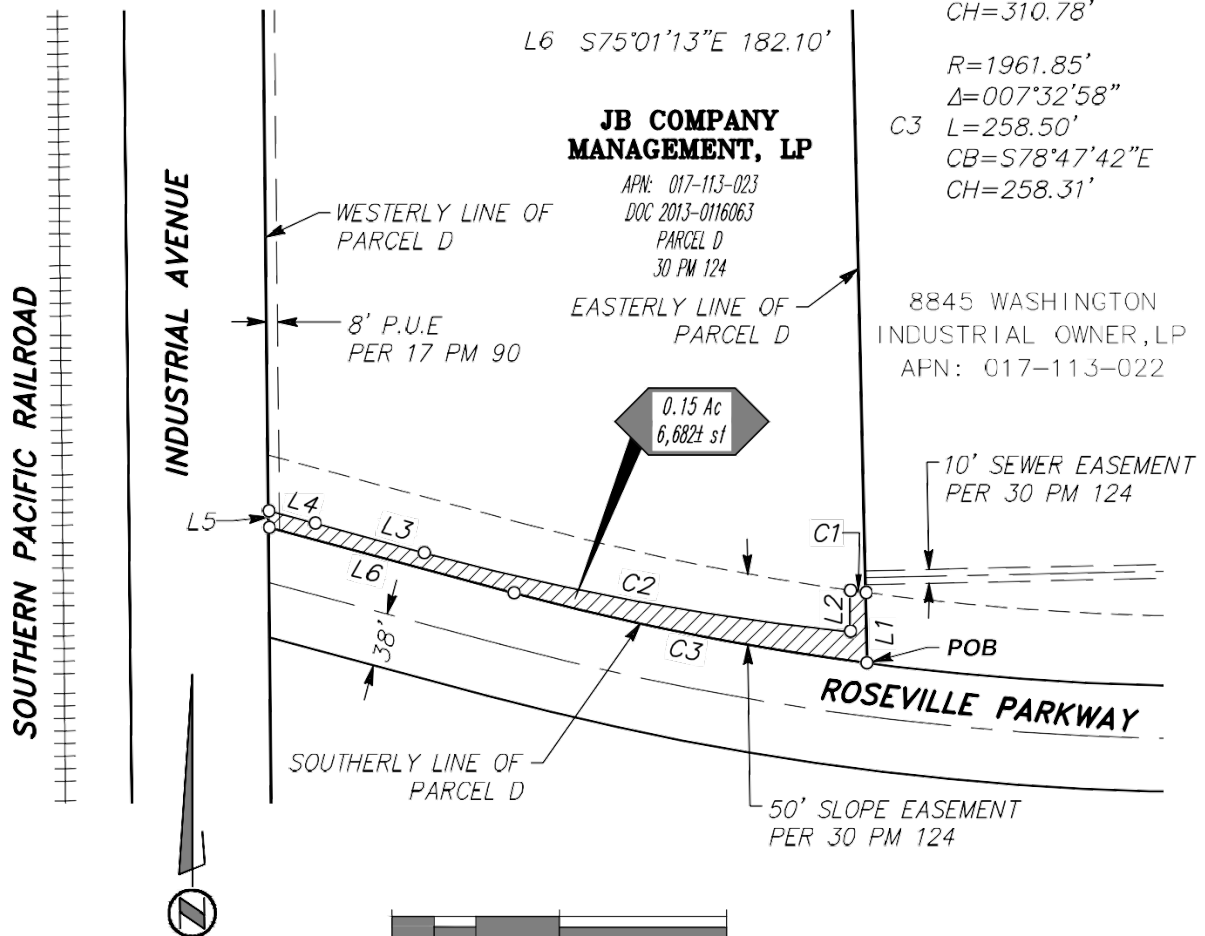
SEE SHEET 1 FOR BASIS OF BEARINGS

LINE TABLE

L1 N01°16'43"W 50.60'
 L2 S00°00'00"E 29.83'
 L3 N74°52'39"W 81.11'
 L4 N74°55'23"W 34.56'
 L5 S00°34'41"E 11.88'
 L6 S75°01'13"E 182.10'

CURVE TABLE

R=1911.85'
 $\Delta=000^{\circ}20'05''$
 C1 L=11.17'
 CB=N82°10'22"W
 CH=11.17'
 R=1954.00'
 $\Delta=009^{\circ}07'21''$
 C2 L=311.11'
 CB=N79°29'03"W
 CH=310.78'
 R=1961.85'
 $\Delta=007^{\circ}32'58''$
 C3 L=258.50'
 CB=S78°47'42"E
 CH=258.31'



SHEET 2 OF 2



Scale: 1" = 120'
 Date May 2021
 Drawn By AD
 Checked By SM

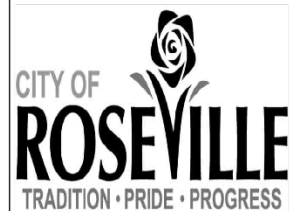


Exhibit "A-2"
Drainage and Slope Easement Legal Description
1 of 2

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of PARCEL D of that certain Parcel Map titled ROSEVILLE PARKWAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 83°15'23" East, 2173.33 feet to the southeast corner of said PARCEL D; thence along the easterly line of said PARCEL D, North 01°16'43" West, 50.60 to the beginning of a non-tangent curve, concave northeasterly, having a radius of 1911.85 feet, and a chord bearing and distance of North 78°40'48" West, 244.08 feet, and the **Point of Beginning**; thence leaving said easterly line, the following two (2) courses:

1. Northwesterly along said curve, through a central angle of 07°19'11", 244.25 feet;
2. North 75°01'13" West, 196.02 feet to a point on the westerly line of said PARCEL D; thence along said westerly line, North 00°34'41" West, 21.20 feet; thence leaving said westerly line, South 77°31'20" East, 438.72 feet to said easterly line of PARCEL D; thence along said easterly line, South 01°16'43" East, 24.99 feet to the **Point of Beginning**.

Containing 0.28 acres or 12,021 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

Exhibit "A-2"
Drainage and Slope Easement Legal Description
2 of 2

This real property description has been prepared at Mark Thomas & Company, Inc., by me,
or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

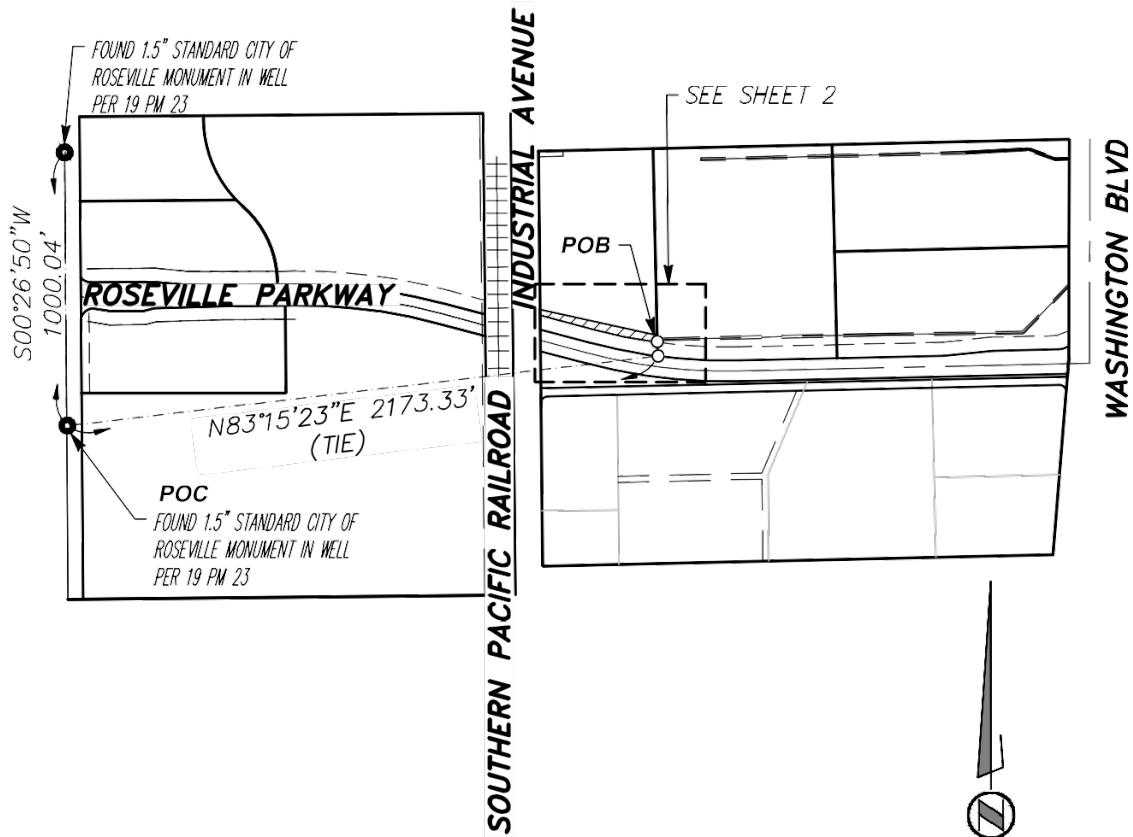
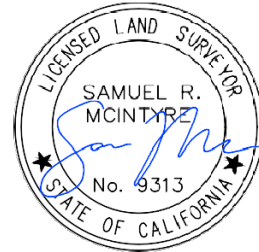
05/20/2021

Date

Exhibit "B-2"
Drainage and Slope Easement Plat Map
1 of 2

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PM PARCEL MAP
- CB CHORD BEARING
- CH CHORD DISTANCE
- FOUND MONUMENT AS NOTED
- DIMENSION POINT
- ▨ EASEMENT TO BE TRANSFERRED



BEARINGS AND DISTANCES ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET. DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN LEVEL DISTANCES.



SHEET 1 OF 2



Scale: 1" = 600'
 Date May 2021
 Drawn By AD
 Checked By SM



Exhibit "B-2"
Drainage and Slope Easement Plat Map
 2 of 2

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 PM PARCEL MAP
 CB CHORD BEARING
 CH CHORD DISTANCE
 ● FOUND MONUMENT AS NOTED
 ○ DIMENSION POINT
 ▨ EASEMENT TO BE TRANSFERRED

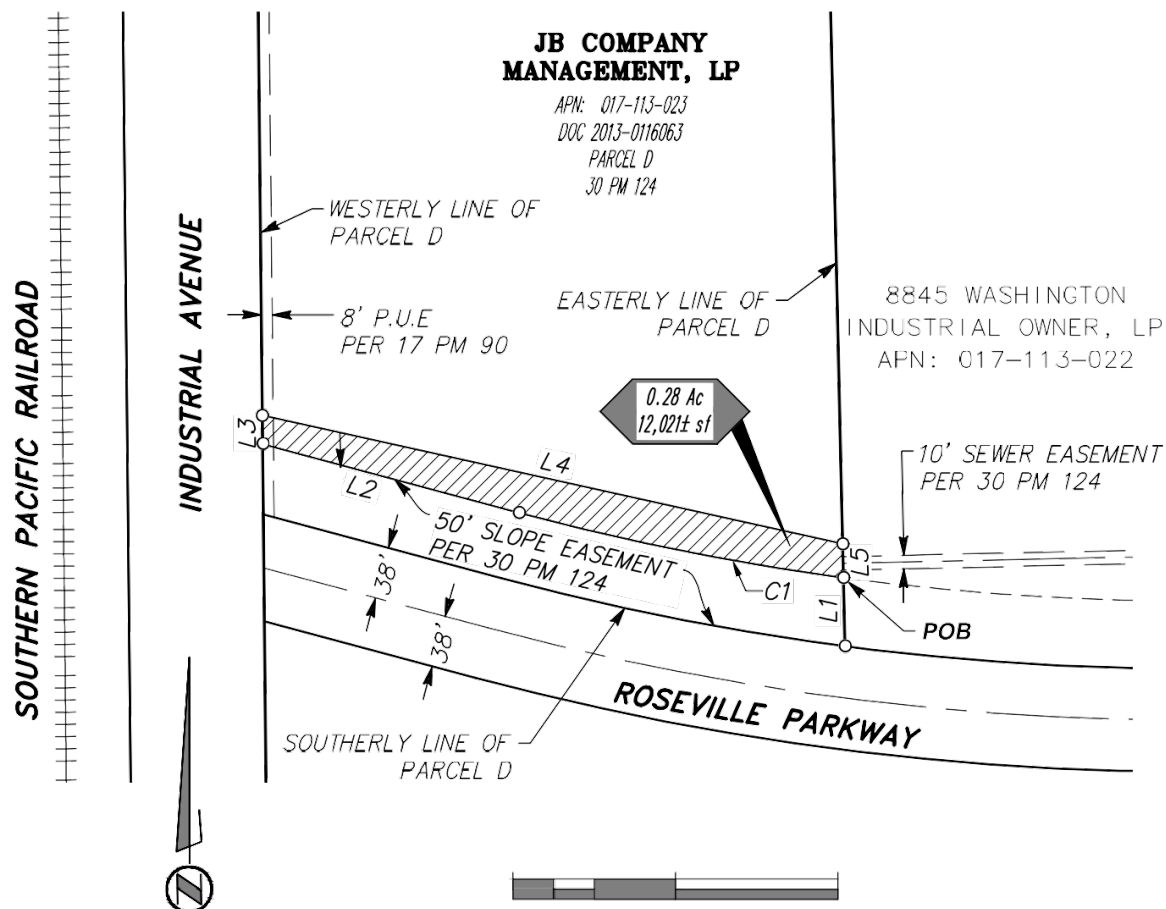
SEE SHEET 1 FOR BASIS OF BEARINGS

LINE TABLE

L1 N01°16'43"W 50.60'
 L2 N75°01'13"W 196.02'
 L3 N00°34'41"W 21.20'
 L4 S77°31'20"E 438.72'
 L5 S01°16'43"E 24.99'

CURVE TABLE

R=1911.85'
 $\Delta=007^{\circ}19'11''$
 C1 L=244.25'
 CB=N78°40'48"W
 CH=244.08'



SHEET 2 OF 2



MARK THOMAS

Scale: 1" = 120'
 Date May 2021
 Drawn By AD
 Checked By SM



Exhibit "C-1"
Escrow Instructions
Page 1 of 3

Insert Date:

Fidelity National Title Company
Escrow No.: 01004124-010-PA-KD

Project: City of Roseville – Roseville Parkway
Extension Project

Parcel No.: 017-113-023
Owner: JB Company Management LP

This escrow will be closed in connection with the City of Roseville, Roseville Parkway Extension Project. The following items have been checked to indicate the method in which this escrow identified by the above parcel number and escrow number is to be closed.

The sale price of this transaction is \$7,490.00.

- X Enclosed is a warrant in the sum of \$7,490.00.
- X Enclosed is the Deed (granting a Fee Simple Interest) with attached certificate of acceptance, and a copy of the Agreement for Purchase.
- X Enclosed is the Drainage and Slope Easement Deed (granting various Easement Interests) with attached certificate of acceptance, and a copy of the Agreement for Purchase.
- X Taxes will be prorated and canceled as of close of escrow and any taxes due shall be paid to the County Tax collector from this escrow.
- No tax cancellation or proration will be necessary.
- X Policy of title insurance shall be issued in the amount of \$7,490.00 (land value only).

Proceeds from this transaction are to be sent to Grantor as follows:

JB Company Management LP
Attn: Gary Benvenuti
1825 Bell Street, Suite 100
Sacramento, CA 95825

You are authorized to record any documents, disburse any funds, and close this escrow when you are able to issue a title policy naming the City of Roseville as Grantee, free and clear of all liens, and encumbrances except the following as shown in your preliminary title report number 01004124-010-PA, dated June 29, 2020 Amended May 27, 2021.

Exhibit "C-1"
Page 2 of 3

As to Fee Simple Interest and Drainage and Slope Easement:

<i>Exceptions Taken Subject To:</i> 5, 7, 8, 13	<i>Exceptions To Be Cleared:</i> 1, 2, 3, 4, 6, 9, 10, 11, 12, 14, 15, 16
--	--

Purchaser will pay for all costs of escrow and title insurance policy. The original policy together with two copies of the title insurance, all recorded documents, and your billing, should be sent to the following person at the close of escrow:

Daniel Lierly
Public Works – Engineering
City of Roseville
311 Vernon Street
Roseville, CA 95678

INSTRUCTIONS FROM SELLERS: In addition to the foregoing, you are hereby authorized to record and/or deliver the attached document to the City of Roseville upon receipt of a warrant in the amount of \$7,490.00, less any demands for liens, judgments, delinquent taxes and/or utilities, delinquent child support and/or alimony, or encumbrances. You are also authorized to obtain any required reconveyance (if fee being acquired) or subordination (if easement be in acquired) from the following Mortgagee:

Lender: _____

Loan No.: _____

Address: _____

Telephone: _____

Exhibit “C-1”
Page 3 of 3

**GRANTOR: JB COMPANY
MANAGEMENT LP**

CITY OF ROSEVILLE:

By:

Date: _____

By:

Date: _____

By (*Sign*)

Print Name

Date: _____

**Exhibit “D-1”
Special Provisions**

Construction Contract Work

CITY will not be performing any construction contract work.

Integra Realty Resources
Sacramento

Appraisal Summary Statement

Roseville Parkway Extension

E/S Industrial Ave., S/O Blue Oaks Blvd.
 Roseville, Placer County, California 95678
 IRR File Number: 193-2021-0099

Owner of Record

JB Company Management LP

This transmittal represents an Addendum to our Appraisal Report dated June 10, 2021 for the property referenced herein. This Addendum incorporates by reference all information and analysis included in the original appraisal. Further, this Addendum may only be used in conjunction with the appraisal report.



Noah Kauffman
 Certified General Real Estate Appraiser
 California Certificate # 3004618
 Telephone: 916-435-3981
 Email: nkauffman@irr.com



Kevin Ziegenmeyer, MAI
 Certified General Real Estate Appraiser
 California Certificate # AG013567
 Telephone: 916-435-3883, ext. 224
 Email: kziegenmeyer@irr.com

Owner	JB Company Management LP	Date Acquired:	N/Av.
Assessor's Parcel No(s)	017-113-023		
Property Address:	E/S Industrial Ave., S/O Blue Oaks Blvd.	Property to be acquired:	Part X ☐ All ☐
Locale:	Roseville, Placer County, California 95678		
Total Property Area:	301,000 square feet (6.91 acres)	Including Access Rights:	Yes ☐ No X

Statutory Basis of Valuation

The fair market value for the property to be acquired by the City is based upon an appraisal prepared in accordance with accepted appraisal principles and procedures and eminent domain law in the State of California.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

- a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Code of Civil Procedure Section 1263.321 defines the Value for Nonprofit, Special Use Property as follows:

A just and equitable method of determining the value of non-profit, special use property for which there is no relevant, comparable market is as set forth in Section 824 of the Evidence Code, but subject to the exceptions set forth in subdivision (c) of Section 824 of the Evidence Code.

The Fair Market Value for the property to be acquired by the City is based upon Code of Civil Procedures Section 1263.320 as defined above.

Basic Property Data

Interest valued:	Fee Simple & Easement
Date of value:	March 19, 2021 Original X Updated ☐
Applicable zoning:	M-2, General Industrial
Area to be acquired:	6,682 square feet (0.15 acres) in fee 12,021 square feet (0.28 acres) - Slope and Drainage Easement
Highest and best use:	Industrial use
Current use:	Vacant land

The Following Information is Based on the Entire Parcel (Land Only)

1. The Sales Comparison approach is based on the consideration of comparable land sales.

Indicated value by Sales Comparison Approach \$ \$2,071,917 (unround)
 See attached sheet for principle transactions.

Summary of the Basis for Just Compensation

Primary reliance was placed upon the sales comparison approach, which is most relevant for valuing the subject property's underlying land. The sales comparison approach is based on a comparison of the subject property to recent land sales with a similar highest and best use (industrial). The appraisers searched for comparable land sales within the area. Adjustments made to the comparables included transactional characteristics (financing terms, conditions of sale, contributory value of improvements, market conditions at the time of sale, etc.), location, and applicable physical characteristics (access & visibility, size of parcel, site utility, zoning, etc.). Following is a list of principal transactions used to value the subject land.

List of Principle Transactions - Land

Summary of Comparable Land Sales

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Zoning	\$/SF Land
1	2000 Eubanks Dr. Vacaville Solano County	Jul-20 Closed	\$5,885,000	927,828 21.30	Industrial Park	\$6.34
<i>Comments: This is the sale of 21.3 acres of industrial land located within the Interchange Business Park in Vacaville. Although we attempted to contact parties to the sale the transaction details were ultimately confirmed via public records.</i>						
2	Metro Air Park Powerline Rd. Sacramento Sacramento County	May-20 Closed	\$15,819,000	3,722,202 85.45	Light Manufacturing & Distribution	\$4.25
<i>Comments: This is the sale of 85.45 acres of land within the Metro Air Park. The buyer reportedly plans to construct large-footprint distribution/warehouse buildings of approximately 250,000 square feet.</i>						
3	LogistiCenter at Southport 3520 Carlin Dr. West Sacramento Yolo County	Feb-20 Closed	\$6,177,000	988,594 22.695	Heavy Industrial	\$6.25
<i>Comments: The buyer is Dermody Properties, which plans to construct a 379,161 SF industrial building. Although transfer taxes on the deed implied a sale price of \$6,179,000, a representative of the buyer confirmed the price was actually</i>						
4	Union Park Wy. Elk Grove Sacramento County	Dec-19 Closed	\$4,568,500	761,429 17.48	Industrial-Office Park	\$6.00
<i>Comments: This is the sale of three parcels located along Union Park Way.</i>						
5	3545 Cincinnati Ave. Rocklin Placer County	Jun-19 Closed	\$1,517,000	278,784 6.40	Industrial Park - Design Corridor	\$5.44
<i>Comments: This property comprised two adjacent lots totaling 6.33 acres.</i>						
Subject E/S Industrial Ave., S/O Blue Oaks Blvd.				301,000 6.91	General Industrial	

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Address	E/S Industrial Ave., S/O Blue Oaks Blvd.	2000 Eubanks Dr.	Powerline Rd.	3520 Carlin Dr.	Union Park Wy.	3545 Cincinnati Ave.
City	Roseville	Vacaville	Sacramento	West Sacramento	Elk Grove	Rocklin
County	Placer	Solano	Sacramento	Yolo	Sacramento	Placer
Sale Date		Jul-20	May-20	Feb-20	Dec-19	Jun-19
Sale Status		Closed	Closed	Closed	Closed	Closed
Sale Price		\$5,885,000	\$15,819,000	\$6,177,000	\$4,568,500	\$1,517,000
Square Feet		927,828	3,722,202	988,594	761,429	278,784
Acres	301,000 6.91	21.30	85.45	22.695	17.48	6.40
Price per Square Foot	--	\$6.34	\$4.25	\$6.25	\$6.00	\$5.44
PV of Bond Encumbrance Adj.	\$0.00	\$0.00	\$1.61	\$0.86	\$0.00	\$0.00
Price per Square Foot		\$6.34	\$5.86	\$7.11	\$6.00	\$5.44

In general, a fair market value estimate for the subject's larger parcel would reasonably be between the indicators provided by Comparables 1 and 3, and therefore greater than \$6.34 per square foot and less than \$7.11 per square foot. Considering the definition of fair market value, the characteristics of the subject property and indicators within the data set, a land value indicator of **\$7.00 per square foot**

is concluded for the subject, which will be used in estimating the fair market value of the subject via the sales comparison approach. The City previously obtained a 50' wide easement (slope, landscape, and utility) along the frontage of this property for purposes of the proposed project and now intends to acquire fee title to a 6,682 square foot portion of that area. Due to the subject being encumbered by an existing slope, landscaping, and utility easement within the acquisition area, we have applied an adjustment equal to 75% of the fee value within this area to account for this encumbrance (6,682 square feet x \$7.00 per SF x 75%).

Based on the preceding analysis, we reach a land value conclusion as follows, which represents the value of the whole prior to acquisition:

Land Value Conclusion

Indicated Value per Square Foot	\$7.00
Subject Square Feet	301,000
Indicated Value	\$2,106,997
Less Existing Easements	<u>(\$35,081)</u>
Indicated Value	<u>\$2,071,917</u>

Value of the part acquired (Land Only)

The City previously obtained rights to use the fee acquisition area for slope, pedestrian use, and utilities for the Project and wishes to perfect rights to a fee interest. Based on the rights acquired, it appears the City has already acquired most of the potential uses within the fee acquisition area and the remaining rights are concluded to represent 25% of the fee simple rights. Similarly, the rights to be acquired within the proposed slope and drainage easement area are concluded to represent 75% of the fee simple value.

The value of the part acquired as part of the whole is estimated as follows:

Part Acquired (Land)

	Land Area (SF)		Value Indicator		Rights Acquired		Conclusion
Acquisition Area (in fee)	6,682	x	\$7.00	x	25%	=	\$11,694
Proposed Slope & Drainage Easement	12,021	x	\$7.00	x	75%	=	<u>\$63,110</u>
Total							\$74,804

Damages Compensation

Damages are not anticipated from the Project, as shown in the following table.

Damages

Identification	Conclusion
Value of Remainder as Part of the Whole	\$1,997,113
- After Value before Considering Benefits	<u>\$1,997,113</u>
Resultant Damages	<u>\$0</u>

Benefits are not measured and the appraisers reserve the right to re-analyze benefits at a later date if warranted.

Conclusion of Fair Market Value of Rights Taken

For the reader's reference, the entire summation method is summarized in the following table.

Summation			
Identification		Conclusion	
A	Value of the whole prior to acquisition	Land only	\$2,071,917
B	Value of the part acquired as part of the whole	Land only	\$74,804
		Improvements	<u>\$0</u>
		Total	\$74,804
C	Value of the remainder as part of the whole (A-B)		\$1,997,113
D	Value of the remainder after the acquisition, disregarding benefits		\$1,997,113
E	Severance Damages		\$0
F	Benefits		\$0
G	Fair Market Value of Rights Taken (B+E)		\$74,804
		Rd.	\$74,900

Construction Contract Work Items

According to information provided, the following items are anticipated to be impacted by the project and remedied during construction of the project.

1. None

INFORMATION STATEMENT

This approved offer is presented in settlement of the acquisition of your property.

<u>\$11,694.00</u>	Fee Simple Acquisition
<u>\$63,110.00</u>	Drainage and Slope Easement
<u>\$ 00.00</u>	Severance Damages
<u>\$74,900.00</u>	Total (Rounded)

The value of your property that the City of Roseville seeks to purchase is based upon a market value appraisal prepared by an independent appraisal firm in accordance with accepted appraisal procedures. Valuation of your property is based upon an analysis of recent sales of comparable sites and similar properties in or near this locality with consideration to the highest and best use for development of the property. Any diminution in value of the remainder parcel, or costs to mitigate same, has also been considered.

Before arriving at a conclusion of value, the appraiser conducted an investigation in order to obtain necessary information. The investigation generally includes an inspection of the property, a review of any improvements, a review of the immediate surrounding and regional influences, the property zoning and permitted uses, a study of the highest and the best use of the property, easements which may exist on the property, the availability of utilities, access, and street improvements. The appraiser conducted interviews with knowledgeable persons, and collected comparable data and information relating to the value of the property and any cost of reproducing any improvements on the property.

The offer is the full amount believed by the City of Roseville to be just compensation for your property. It is not less than the City's highest approved appraisal of the Fair Market Value of the property. Any decreases or increases in the Fair Market Value of the real property prior to the date of the valuation caused by the public improvements or project for which the property is to be acquired, or by the likelihood that the property would be required for such improvement or project, other than due to physical deterioration within the reasonable control of the owner, have been disregarded by the City and its appraiser in making their determination of the Fair Market Value of such property.

FAIR MARKET VALUE, as used in the appraisal, is "the highest price on the date of valuation that would be agreed by a seller, being willing to sell but under no particular or urgent necessity for doing so, nor being obligated to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available." (Section 1263.320 Code of Civil Procedure)

The determination of just compensation does not reflect any consideration of or allowance for relocation assistance and payments to which you may be entitled to receive under applicable State or Federal Law or of the City's agreement to pay certain settlement costs such as recording, title or escrow fees.

This summary of the basis of the amount offered as just compensation is presented in compliance with State, and where applicable, Federal Law. Attached is an Appraisal Summary Statement including information pertinent to our offer to acquire the property.

In the event you are the owner of a business conducted on the property being acquired by the City, you may be entitled to compensation for loss of goodwill, if any, if you are able to make a showing of such loss pursuant to the requirements of California Code of Civil Procedure Section 1263.510.

Pursuant to California Code of Civil Procedure, Section 1263.025, should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs of said appraisal up to Five Thousand Dollars (\$5,000) subject to the following conditions:

- a. You, not the City, must order the appraisal. Should you enter into a contract with the selected appraiser; the City will not be a party to the contract;
- b. The selected appraiser must be licensed with the California Bureau of Real Estate Appraisers (BREAA), and said license must be in good standing;
- c. Appraisal cost reimbursement requests must be made in writing, and submitted to the following address:

City of Roseville
Department of Public Works
311 Vernon Street
Roseville, California, 95678

within ninety (90) days of the earliest of the following dates:

- (1) the date the selected appraiser requests payment from you for the appraisal; or
 - (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal.
- d. If the Property is owned jointly or in common by more than one person, City shall only be required to provide reimbursement to the first of such owners to make application for reimbursement.
 - e. Owner shall be solely liable for the payment of all costs associated with the appraisal in excess of Five Thousand Dollars (\$5,000), and shall hold City harmless from any claim for such costs.
 - f. Copies of the contract between the Owner and his appraiser (if a contract was made), appraisal report, invoice for the completed work by the appraiser, and proof of payment if same was made, must be provided to the City concurrent with the submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.

No Fee Document – Per Government Code §6103 & §27383
No Documentary Transfer Tax – Per R&T Code §11922

**RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:**

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

Project Name: Roseville Parkway Extension
Address: Along Industrial Avenue, Roseville
APN: 017-113-023
Escrow Number: 01004124-010-PA-KD

The Above Space For Recorder's Use Only

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **JB COMPANY MANAGEMENT LP, a California limited partnership (“GRANTOR”)**, hereby grants to the **CITY OF ROSEVILLE, a municipal corporation (“GRANTEE”)**, all that real property situated in the City of Roseville, County of Placer, State of California, described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and made a part hereof.

Dated this _____ day of _____, 20__.

Grantor: **JB COMPANY MANAGEMENT LP, a California limited partnership**

By: _____

Print name: _____

Title: _____

By: _____

Print name: _____

Title: _____

Exhibit "A"
Legal Description
1 of 2

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of

PARCEL D of that certain Parcel Map titled ROSEVILLE PARKWAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 83°15'23" East, 2173.33 feet to the southeast corner of said PARCEL D and the **Point of Beginning**; thence along the easterly line of said PARCEL D, North 01°16'43" West, 50.60 feet to the beginning of a non-tangent curve, concave northeasterly having a radius of 1911.85 feet, and a chord bearing a distance of North 82°10'22" West, 11.17 feet; thence leaving said easterly line, the following five (5) courses:

1. Westerly along said curve, through a central angle of 00°20'05", 11.17 feet;
2. South 00°00'00" East, 29.83 feet to the beginning on a non-tangent curve, concave northeasterly, having a radius of 1954.00 feet, and a chord bearing and distance of North 79°29'03" West, 310.78 feet;
3. Northwesterly along said curve, through a central angle of 09°07'21", 311.11 feet;
4. North 74°52'39" West, 81.11 feet;
5. North 74°55'23" West, 34.56 feet to a point on the westerly line of said PARCEL D; thence along said westerly line, South 00°34'41" East, 11.88 feet to the southwest corner of said PARCEL D; thence leaving said easterly line and along the southerly line of said PARCEL D, the following two (2) courses:

Exhibit "A"
Legal Description
2 of 2

1. South 75°01'13" East, 182.10 feet to the beginning of a tangent curve, concave northeasterly having a radius of 1961.85 feet, a chord bearing a distance of South 78°47'42" East, 258.31 feet;
2. Southeasterly along said curve, through a central angle of 07°32'58", 258.50 feet to the to the **Point of Beginning**.

Containing 0.15 acres or 6,682 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

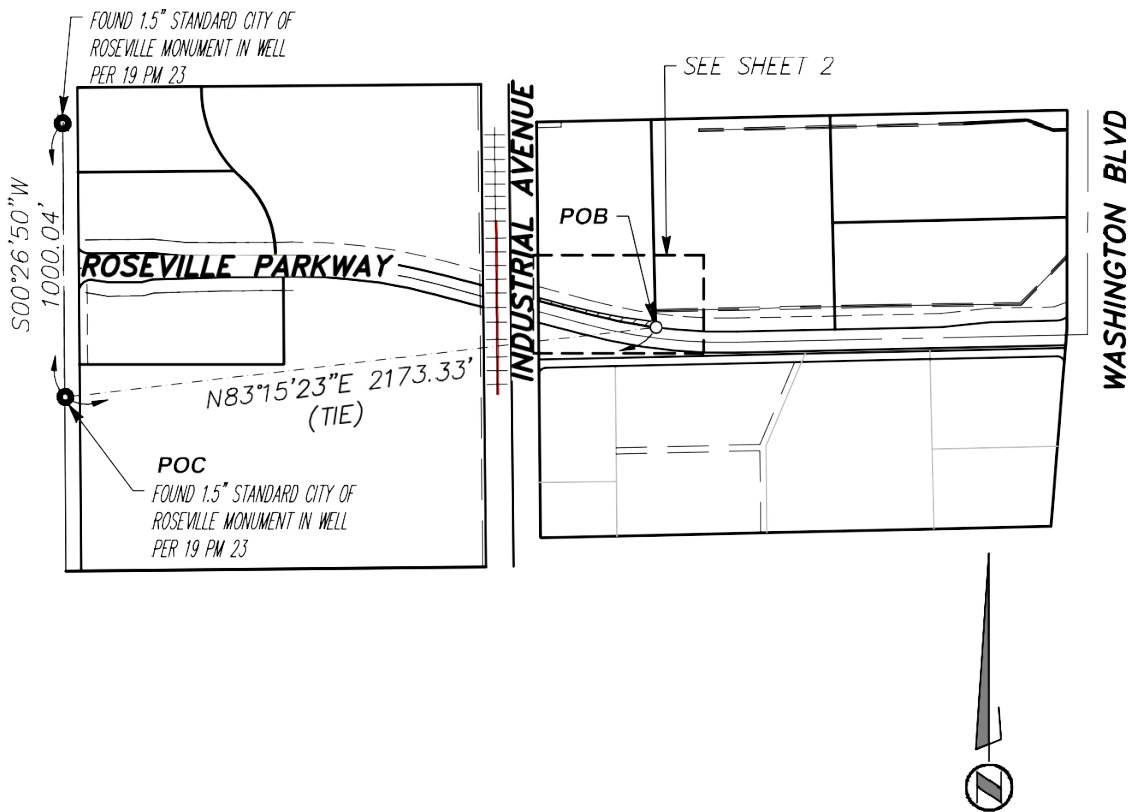
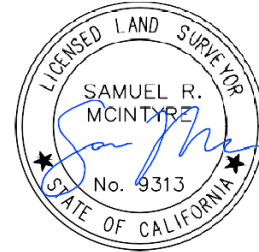
05/20/2021

Date

Exhibit "B"
Plat Map
1 of 2

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PM PARCEL MAP
- CB CHORD BEARING
- CH CHORD DISTANCE
- FOUND MONUMENT AS NOTED
- DIMENSION POINT
- ▨ PARCEL TO BE TRANSFERRED



BEARINGS AND DISTANCES SHOWN ARE BASED UPON THE CALIFORNIA COORDINATES SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET, DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN GROUND LEVEL DISTANCES.

SHEET 1 OF 2

 MARK THOMAS Scale: 1" = 600' Date May 2021 Drawn By AD Checked By SM	Page 4 of 2	 CITY OF ROSEVILLE TRADITION • PRIDE • PROGRESS
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Exhibit "B"
Plat Map
2 of 2

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 PM PARCEL MAP
 CB CHORD BEARING
 CH CHORD DISTANCE
 ● FOUND MONUMENT AS NOTED
 ○ DIMENSION POINT
 ▨ PARCEL TO BE TRANSFERRED

SEE SHEET 1 FOR BASIS OF BEARINGS

LINE TABLE

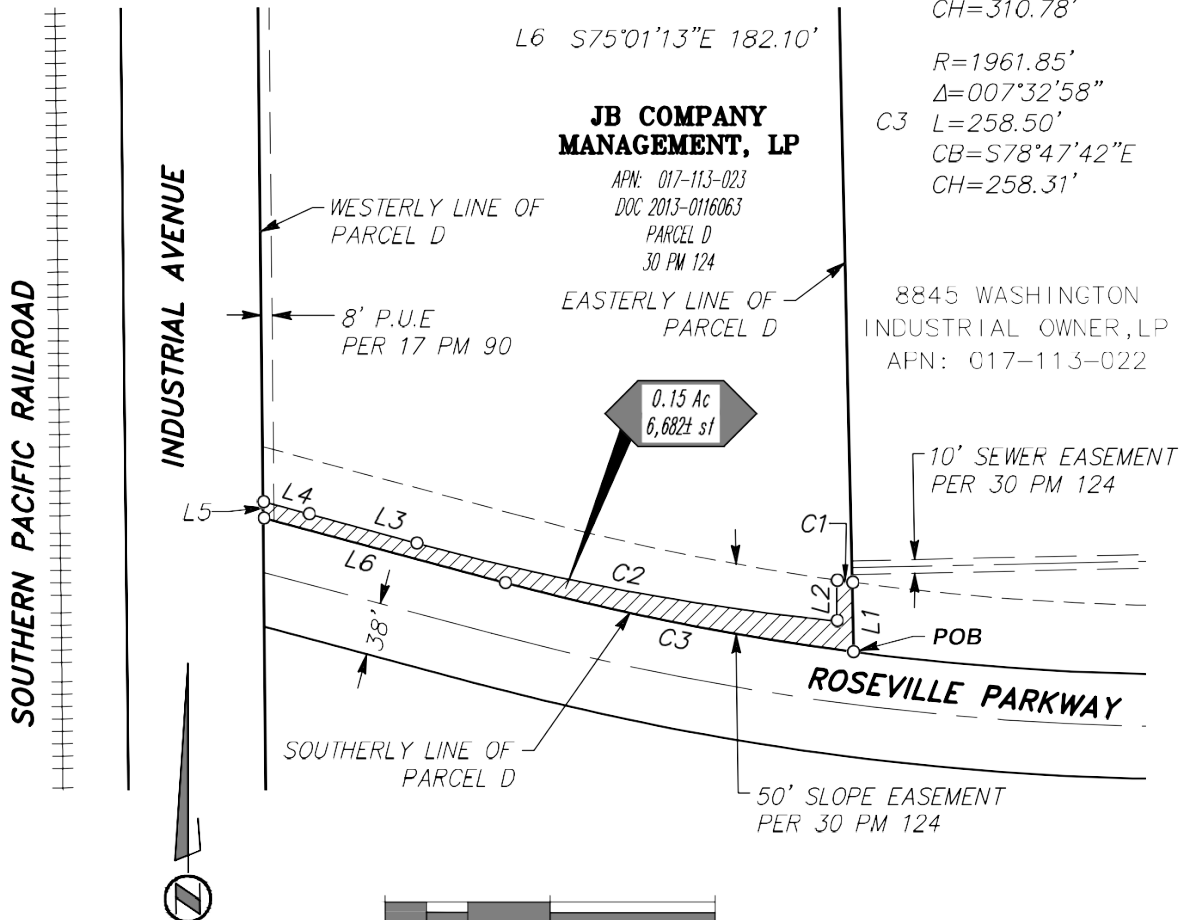
L1 N01°16'43"W 50.60'
 L2 S00°00'00"E 29.83'
 L3 N74°52'39"W 81.11'
 L4 N74°55'23"W 34.56'
 L5 S00°34'41"E 11.88'
 L6 S75°01'13"E 182.10'

CURVE TABLE

R=1911.85'
Δ=000°20'05"
 C1 *L=11.17'*
CB=N82°10'22"W
CH=11.17'

R=1954.00'
Δ=009°07'21"
 C2 *L=311.11'*
CB=N79°29'03"W
CH=310.78'

R=1961.85'
Δ=007°32'58"
 C3 *L=258.50'*
CB=S78°47'42"E
CH=258.31'



SHEET 2 OF 2



Scale: 1" = 120'
 Date May 2021
 Drawn By AD
 Checked By SM



No Fee Document – Per Government Code §6103 & §27383
No Documentary Transfer Tax – Per R&T Code §11922

**RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:**

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

Project Name: Roseville Parkway Extension
Address: Along Industrial Avenue, Roseville
APN: 017-113-023
Escrow Number: 01004124-010-PA-KD

The Above Space For Recorder's Use Only

DRAINAGE AND SLOPE EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **JB COMPANY MANAGEMENT LP, a California limited partnership (“GRANTOR”)**, hereby grants to the **CITY OF ROSEVILLE, a municipal corporation (“GRANTEE”)**, a Drainage and Slope Easement for the purpose of constructing, replacing, repairing, removing, maintaining or modifying thereon a slope and drainage ditch, or pipeline for drainage purposes, together with appurtenant structures in, upon, over, and across the following described real property in the City of Roseville, County of Placer, State of California, described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated herein by reference

Together with the perpetual right and privilege of flowing water in, through, and along said drainage ditch or pipeline in such amounts and at such times as Grantee shall deem necessary, and the right of ingress and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

The herein described Drainage and Slope Easement shall be kept free of structures and obstructions that impair the intended use of or are inconsistent with the purposes of the easement.

Dated this _____ day of _____, 20__.

Grantor: **JB COMPANY MANAGEMENT LP, a California limited partnership**

By: _____

Print name: _____

Title: _____

By: _____

Print name: _____

Title: _____

Exhibit "A"
Legal Description
1 of 2

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of

PARCEL D of that certain Parcel Map titled ROSEVILLE PARKWAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 83°15'23" East, 2173.33 feet to the southeast corner of said PARCEL D; thence along the easterly line of said PARCEL D, North 01°16'43" West, 50.60 to the beginning of a non-tangent curve, concave northeasterly, having a radius of 1911.85 feet, and a chord bearing and distance of North 78°40'48" West, 244.08 feet, and the **Point of Beginning**; thence leaving said easterly line, the following two (2) courses:

1. Northwesterly along said curve, through a central angle of 07°19'11, 244.25 feet;
2. North 75°01'13" West, 196.02 feet to a point on the westerly line of said PARCEL D; thence along said westerly line, North 00°34'41" West, 21.20 feet; thence leaving said westerly line, South 77°31'20" East, 438.72 feet to said easterly line of PARCEL D; thence along said easterly line, South 01°16'43" East, 24.99 feet to the **Point of Beginning**.

Containing 0.28 acres or 12,021 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

Exhibit "A"
Legal Description
1 of 2

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

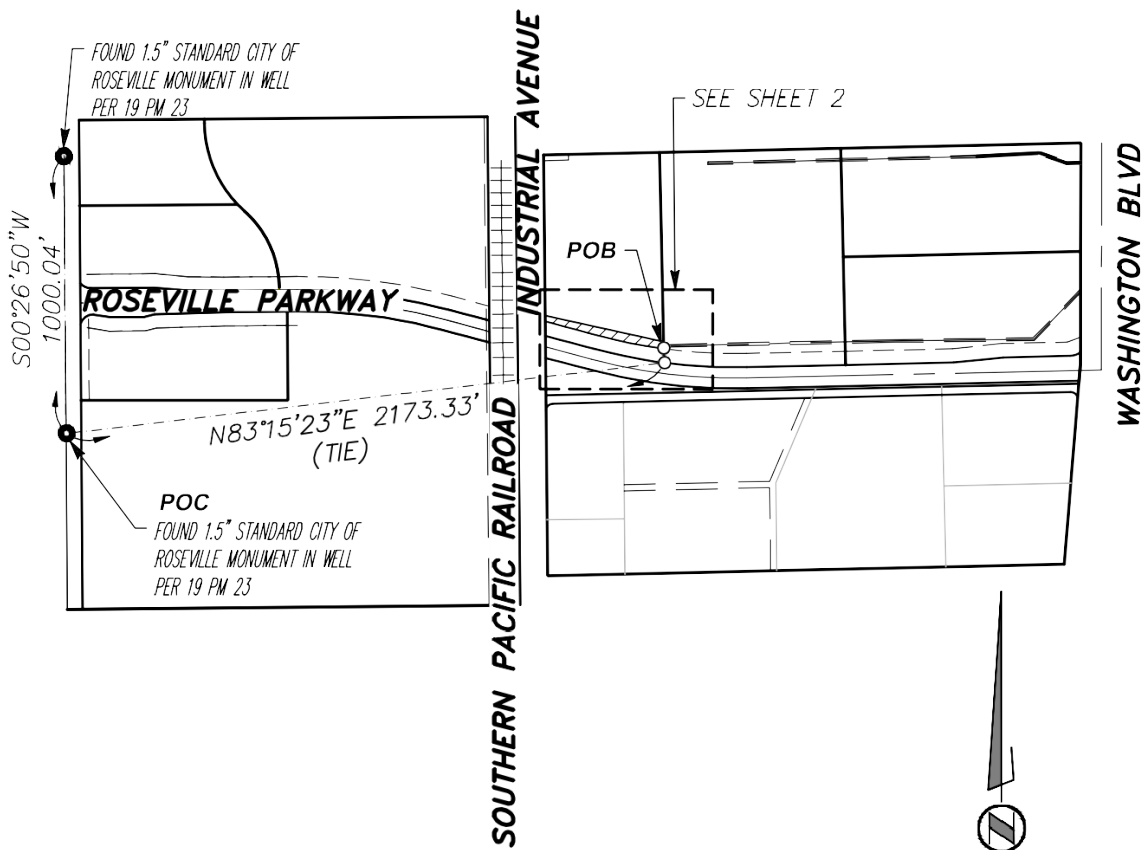
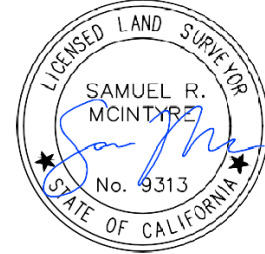
05/20/2021

Date

Exhibit "B"
Plat Map
1 of 2

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PM PARCEL MAP
- CB CHORD BEARING
- CH CHORD DISTANCE
- FOUND MONUMENT AS NOTED
- DIMENSION POINT
- ▨ EASEMENT TO BE TRANSFERRED



BEARINGS AND DISTANCES ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET. DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN LEVEL DISTANCES.



SHEET 1 OF 2

 MARK THOMAS Scale: 1" = 600' Date May 2021 Drawn By AD Checked By SM	Page 4 of 2	 CITY OF ROSEVILLE TRADITION • PRIDE • PROGRESS
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Exhibit "B"
Plat Map
2 of 2

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 PM PARCEL MAP
 CB CHORD BEARING
 CH CHORD DISTANCE
 ● FOUND MONUMENT AS NOTED
 ○ DIMENSION POINT
 ▨ EASEMENT TO BE TRANSFERRED

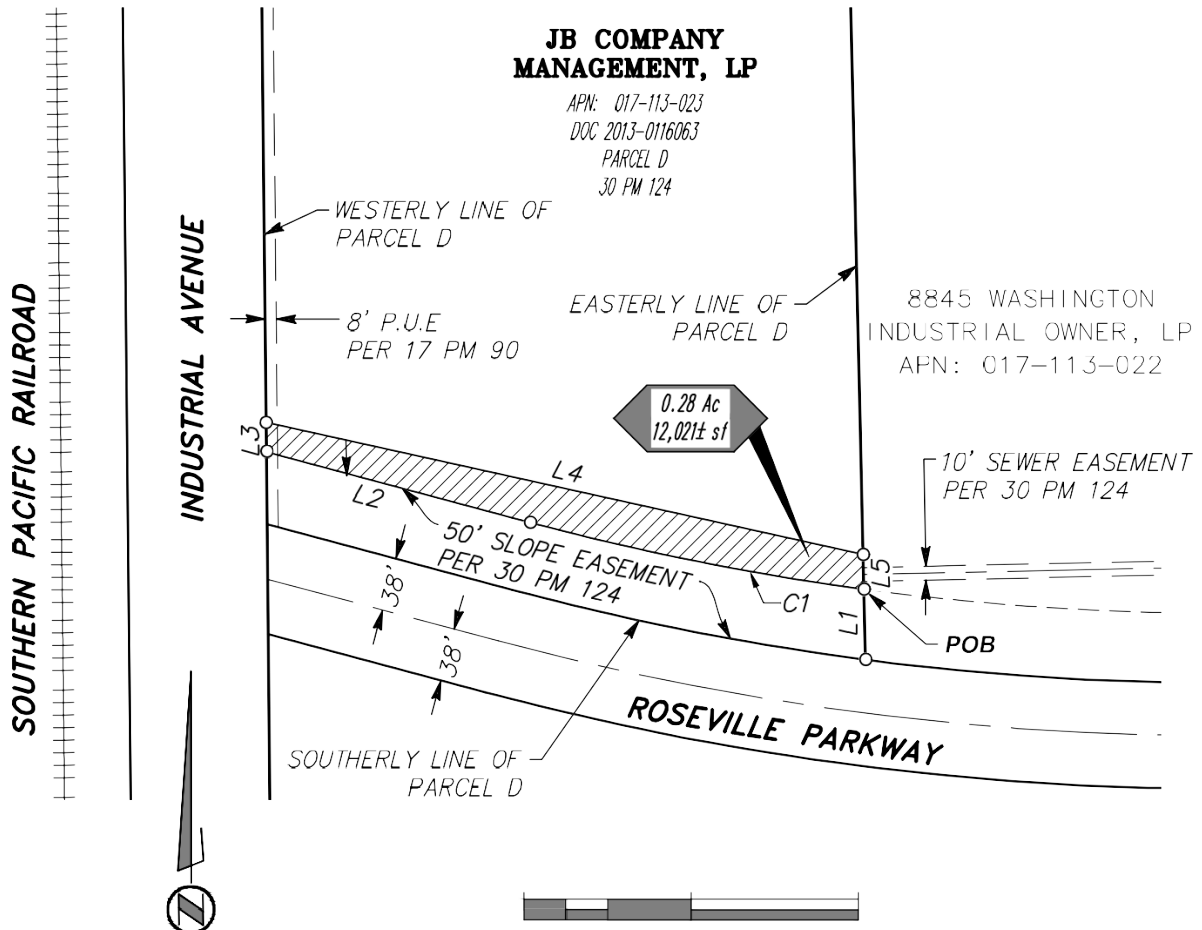
SEE SHEET 1 FOR BASIS OF BEARINGS

LINE TABLE

L1 N01°16'43"W 50.60'
 L2 N75°01'13"W 196.02'
 L3 N00°34'41"W 21.20'
 L4 S77°31'20"E 438.72'
 L5 S01°16'43"E 24.99'

CURVE TABLE

R=1911.85'
 Δ=007°19'11"
 C1 L=244.25'
 CB=N78°40'48"W
 CH=244.08'



SHEET 2 OF 2



MARK THOMAS

Scale: 1" = 120'
 Date May 2021
 Drawn By AD
 Checked By SM



EXHIBIT "C"

ESCROW INSTRUCTIONS

Insert Date:

Fidelity National Title Company

Project: City of Roseville –

Roseville Parkway Extension Project

Parcel No.: 017-113-023

Owner: JB Company Management LP

Escrow No.: 01004124-010-PA-KD

This escrow will be closed in connection with the City of Roseville, Roseville Parkway Extension Project. The following items have been checked to indicate the method in which this escrow identified by the above parcel number and escrow number is to be closed.

The sale price of this transaction is \$74,900.00.

- X Enclosed is a warrant in the sum of \$74,900.00.
- X Enclosed is the Deed (granting a Fee Simple Interest) with attached certificate of acceptance, and a copy of the Agreement for Purchase.
- X Enclosed is a Drainage and Slope Easement with attached certificate of acceptance, and a copy of the Agreement for Purchase.
- X Taxes will be prorated and canceled as of close of escrow and any taxes due shall be paid to the County Tax collector from this escrow.
- No tax cancellation or proration will be necessary.
- X Policy of title insurance shall be issued in the amount of \$74,900.00 (land value only).

Proceeds from this transaction are to be sent to Grantor as follows:

JB Company Management LP
Attn: Gary Benvenuti
1825 Bell Street, Suite 100
Sacramento, CA 95825

You are authorized to record any documents, disburse any funds, and close this escrow when you are able to issue a title policy naming the City of Roseville as Grantee, free and clear of all liens, and encumbrances except the following as shown in your preliminary title report number 01004124-010-PA, dated June 29, 2020 amended May 27, 2021.

As to Fee Simple Interest and Drainage and Slope Easement:

<i>Exceptions Taken Subject To:</i> 5, 7, 8, 11, 13	<i>Exceptions To Be Cleared:</i> 1, 2, 3, 4, 6, 9, 10, 12, 14, 15, 16
--	--

Purchaser will pay for all costs of escrow and title insurance policy. The original policy together with two copies of the title insurance, all recorded documents, and your billing, should be sent to the following person at the close of escrow:

Daniel Lierly
Public Works – Engineering
City of Roseville
311 Vernon Street
Roseville, CA 95678

INSTRUCTIONS FROM SELLERS: In addition to the foregoing, you are hereby authorized to record and/or deliver the attached document to the City of Roseville upon receipt of a warrant in the amount of \$74,900.00, less any demands for liens, judgments, delinquent taxes and/or utilities, delinquent child support and/or alimony, or encumbrances. You are also authorized to obtain any required reconveyance (if fee being acquired) or subordination (if easement be in acquired) from the following Mortgagee:

Lender: _____

Loan No.: _____

Address: _____

Telephone: _____

GRANTOR: JB COMPANY MANAGEMENT LP

CITY OF ROSEVILLE:

By:

Date: _____

By:

Date: _____

By (*Sign*)

Print Name

Date: _____

Your Rights under Title VI

This leaflet is designed to notify you of the requirements of Title VI of the Civil Rights Act of 1964 and your rights under those requirements.

WHAT IS TITLE VI?

Title VI is a statute provision of the Civil Rights Act of 1964. President John F. Kennedy referred to Title VI as "Simple Justice – requiring that [all] public funds to which taxpayers of all races contribute not be spent in any fashion which encourages, entrenches, subsidizes or results in racial discrimination."

Title VI (Sec. 601) of the Civil Rights Act of 1964 provides that:

"No person in the United States shall, 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." (42 USC Sec. 2000d)

Additionally, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994 provides that:

"Each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."

WHAT DOES THIS MEAN?

This means utilization of and access to all departmental programs, services or benefits derived from any City of Roseville activity will be administered without regard to race, color, or national origin.

The City of Roseville will not tolerate discrimination by its employees or sub-recipients of Federal funds. City of Roseville prohibits all discriminatory practices, which may result in:

- Denial to an individual of any service, financial aid or benefit provided under the program to which he or she may otherwise be entitled
- Different standards or requirements for participation
- Segregation or separate treatment in any part of a program

- Distinctions in quality, quantity, or manner in which a benefit is provided
- Discrimination in any activities conducted in a facility built in whole or part with Federal funds

To ensure compliance with Title VI and the Presidential Executive Order on Environmental Justice, the City of Roseville will:

- Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations
- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations

BENEFITS AND SERVICES

All of the work the City of Roseville performs is intended to assist the water conveyance needs of all people regardless of race, color, national origin and /or socio-economic status.

WHO BEARS RESPONSIBILITY TO TITLE VI?

All City of Roseville employees, and its functional programs.

ARE YOUR RIGHTS BEING VIOLATED?

All recipients of City of Roseville services are entitled to fair and equal benefits and services. If you believe your rights have been violated, on the basis of discrimination, because of your race, color, or national origin, you may file a written complaint with the City of Roseville. The address and telephone number of the office is:

Daniel Lierly
Public Works – Engineering
City of Roseville
311 Vernon Street
Roseville, CA 95678
(916) 746-1376

TITLE VI FREQUENTLY ASKED QUESTIONS

What is Title VI?

- Title VI of the Civil Rights Act of 1964 states that “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity that receives Federal financial assistance.”
- The rights of women, the elderly and the disabled are protected under Related Statutes.
- Presidential Executive Order 12898 addresses environmental justice in Minority and Low-Income populations.
- Presidential Executive Order 13166 addresses services to those individuals who are limited English proficient.
- The above Presidential Executive Orders and Related Statutes fall under the umbrella of Title VI.

What is a recipient of federal financial assistance?

- Federal financial assistance includes grants, training, use of equipment, donations of surplus property and other assistance.
- Subrecipients are also covered when federal funds are passed from one recipient to a sub recipient.
- Recipients of federal funds range from state and local agencies, to nonprofits and other organizations.

Who are considered persons under Title VI?

All individuals are considered persons under Title VI. The Supreme Court has held that undocumented aliens are considered “persons” under the equal protection clause of the Fifth and Fourteenth Amendments.

What does Title VI do?

- Prohibits entities from discriminatorily denying a protected individual any service, financial aid, or other benefit under the covered program and activities.
- Prohibits entities from providing services or benefits to some individuals that are different from or inferior (in either quantity or quality) to those provided to others.
- Prohibits segregation or separate treatment in any manner related to the receiving program services or benefits.

- Prohibits entities from imposing different standards or conditions as prerequisites for serving individuals.

Who must comply?

- State and local government agency distributing Federal assistance or entity distributing Federal assistance to the State or local government agency.
- Entire corporation, partnership, or other private organization, or a sole proprietorship.
- Entire plant or private corporation or other organization that is a geographically separate facility to which Federal financial assistance is extended.

What does Title VI cover?

- All Advertisements
- Bid proposals
- Contracts/subcontracts
- Title VI reports, issues, and complaints
- Public meetings
- Title VI contract provisions and other legal documents

What discrimination is prohibited by Title VI?

- There are many forms of illegal discrimination based on race, color, or national origin that can limit the opportunity of minorities to gain equal access to services, programs, and activities. Among other things, in operating a federally assisted program, a recipient cannot on the basis of race, color or nation origin, either directly or through contractual means:
- Deny program services, activities, or benefits
- Provide different services, activities, or benefits, or provide them in a manner different than they are provided to others; or
- Segregate or separately treat individuals in any matter related to the receipt of any services, activities, or benefits.

What is meant by the term “program or activity?”

The term encompasses the entire institution receiving Federal financial assistance. For example, all of the programs or activities of a state or local agency are subject to Title VI even though it is only part of the total budget. The law is applied institution-wide. The Civil Rights Restoration Act of 1987 amended Title VI and related statutes by adding a broad definition of program or activity.

Who is a Limited English Proficient (LEP) individual?

Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient. These individuals are entitled to language assistance to ensure equal access to programs, services or activities.

What are the relevant laws concerning language access for LEP individuals?

- Title VI of the Civil Rights Act of 1964, and the Title VI regulations, prohibiting discrimination based on national origin.
- Executive Order 13166 issued in 2000 reiterates the requirement to take responsible steps to ensure meaningful access to benefits, services, and information for LEP persons and recommends that the recipients develop a language implementation plan.
- Dymally-Alatorre Bilingual Services Act is California State law enacted in 1973 that requires all State Departments involved in furnishing information or rendering services to the public, whereby contact is made with a substantial number (five percent) of non/or limited English speaking persons, shall employ a sufficient number of qualified bilingual persons in public contact positions to ensure information and services are provided in the language of the non-English speaking person.

Who may file a Title VI complaint?

Complaints may be filed by any individual or group who believes:

- Their rights under Title VI have been violated in a discriminatory manner
- The City's programs or activities do not comply with Federal civil rights laws. They have been treated in a disparate manner.

Discrimination

An act (or action) whether intentional or unintentional through which a person solely because of race, color, religion, gender, or national origin has been otherwise subjected to unequal treatment under any program or activities receiving Federal financial assistance.

Disparate Treatment

Disparate treatment is inconsistent application of rules and policies to one group of people over another. Discrimination may result when rules and policies are applied differently to member of protected classes.

How can an individual or group file a complaint?

An individual or group can complete the City's complaint form. This form has been developed to assist the complainant. The complaint form is not required to be used. The City will accept a letter from the complainant. The complaint should be forwarded to the Title VI Coordinator. Every effort will be made to complete the investigation within 180 days



Fidelity National Title Company
 1200 Concord Ave., #400, Concord, CA 94520
 Phone: (925) 288-8000 • Fax:

Issuing Policies of Fidelity National Title Insurance Company

Order No.: 01004124-010-PA-KD

Title Officer: Kevin Davis

TO:

Escrow Officer: Paul Avila
 8525 Madison Avenue, Suite 110
 Fair Oaks, CA 95628
 (916) 646-6018
 (916) 224-2697

City of Roseville
 311 Vernon Street, Public Works
 Roseville, CA 95678

ATTN: .

YOUR REFERENCE:

PROPERTY ADDRESS: [APN 017-113-023-000, Roseville, CA](#)

AMENDED PRELIMINARY REPORT B

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

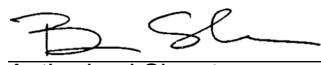
This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a Florida Corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Countersigned by:


 Authorized Signature



By:



ATTEST

President



Secretary



Fidelity National Title Company
1200 Concord Ave., #400, Concord, CA 94520
Phone: (925) 288-8000 • Fax:

AMENDED PRELIMINARY REPORT B

EFFECTIVE DATE: June 29, 2020 at 7:30 a.m., Amended: May 27, 2021, Amendment No. 2

ORDER NO.: 01004124-010-PA-KD

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

Fee and Easement Estate

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

JB Company Management LP, a California limited partnership

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY ROSEVILLE, IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL D, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "ROSEVILLE PARKWAY INDUSTRIAL CENTER, A PORTION OF PARCEL 1,21 PM 83, BEING A PORTION OF SECTIONS 21 AND 22, TOWNSHIP 11 NORTH, RANGE 6 E., MDM", FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA ON MARCH 8, 2002 IN [BOOK 30 OF PARCEL MAPS, AT PAGE 124](#).

PARCEL TWO:

EASEMENTS FOR ACCESS AND PARKING AS SET FORTH IN DOCUMENT ENTITLED "RECIPROCAL ACCESS AND PARKING AGREEMENT" RECORDED MARCH 8, 2002 AS [INSTRUMENT NO. 2002-26427 OF OFFICIAL RECORDS](#).

[APN: 017-113-023-000](#)

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2021-2022.
2. Intentionally Deleted
3. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said [tract/plat](#);

Purpose: public utilities
Affects: as shown on filed map
Recording No: [Book 17 of Parcel Maps, Page 90](#)

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Longmeadow Development Corporation, et al
Purpose: ingress and egress
Recording Date: July 18, 1995
Recording No: [Instrument No. 95-36371 of Official Records](#)
Affects: as described therein

7. Matters contained in that certain document

Entitled: Deferred Improvement Agreement (Roseville Parkway Bus Stop)
Recording Date: December 11, 1998
Recording No: [Instrument No. 98-104333 of Official Records](#)

Reference is hereby made to said document for full particulars.

An agreement to modify the terms and provisions of the said document, as therein provided

Recording Date: June 11, 2014
Recording No: [Instrument No. 2014-38978 of Official Records](#)

**EXCEPTIONS
(Continued)**

8. Matters contained in that certain document

Entitled: Deferred Improvement Agreement
Recording Date: December 11, 1998
Recording No: [Instrument No. 2014-104334 of Official Records](#)

Reference is hereby made to said document for full particulars.

An agreement to modify the terms and provisions of the said document, as therein provided

Recording Date: June 11, 2014
Recording No: [Instrument No. 2014-38979 of Official Records](#)

9. Recitals as shown on that certain [map/plat](#)

Recording Date: March 08, 2002
Recording No: [Book 30 of Parcel Maps, Page 124](#)
Which among other things recites

Reference is hereby made to said document for full particulars.

10. Matters contained in that certain document

Entitled: Reciprocal Access and Parking Agreement
Recording Date: March 08, 2002
Recording No: [Instrument No. 2002-26427 of Official Records](#)

Reference is hereby made to said document for full particulars.

An agreement to modify the terms and provisions of the said document, as therein provided

Recording Date: June 11, 2014
Recording No: [Instrument No. 2014-38968 of Official Records](#)

11. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: March 08, 2002
Recording No: [Instrument No. 2002-26428 of Official Records](#)

**EXCEPTIONS
(Continued)**

12. Matters contained in that certain document

Entitled: Fire Pump Easement and Maintenance Agreement
Recording Date: March 08, 2002
Recording No: [Instrument No. 2002-26429 of Official Records](#)

Reference is hereby made to said document for full particulars.

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Sprint Communications Company, L.P., et al
Purpose: telecommunications
Recording Date: January 30, 2014
Recording No: [Instrument No. 2014-6467 of Official Records](#)
Affects: as described therein

14. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited partnership named below:

Name: JB Company Management, LP, a limited partnership

- a) A complete copy of the limited partnership agreement and all amendments thereto.
- b) Satisfactory evidence that the partnership was validly formed and is in good standing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

15. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

16. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

**EXCEPTIONS
(Continued)**

END OF EXCEPTIONS

REQUIREMENTS SECTION

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
2. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Undeveloped Land/Unimproved properties, known as [APN 017-113-023-000](#), located within the city of Roseville, California, 95678, to an Extended Coverage Loan Policy.
3. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
5. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
6. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
7. Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
8. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
9. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.
10. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: [117-113-023-000](#)

Fiscal Year:	2020-2021
1st Installment:	\$6,297.70
2nd Installment:	\$6,297.70
Exemption:	\$
Land:	\$1,180,301.00
Improvements:	\$0.00
Personal Property:	\$
Code Area:	005-001
Bill No.:	

**INFORMATIONAL NOTES
(Continued)**

END OF INFORMATIONAL NOTES

Kevin Davis/gm

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC.

PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



Fidelity National Title Company

1200 Concord Ave., #400, Concord, CA 94520

Phone: (925) 288-8000 • Fax:

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Company

CTC – Chicago Title company

CLTC – Commonwealth Land Title Company

FNTC – Fidelity National Title Company of California

FNTCCA - Fidelity National Title Company of California

TICOR – Ticor Title Company of California

LTC – Lawyer's Title Company

SLTC – ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company

CLTIC - Commonwealth Land Title Insurance Company

FNTIC – Fidelity National Title Insurance Company

FNTIC - Fidelity National Title Insurance Company

CTIC – Chicago Title Insurance Company

CLTIC – Commonwealth Land Title Insurance Company

CTIC – Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

ATTACHMENT ONE (Revised 05-06-16)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
- The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

{Except as provided in Schedule B - Part II, {t{or T}his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

{PART I

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.}

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:}

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. }
7. {Variable exceptions such as taxes, easements, CC&R's, etc. shown here.}

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)

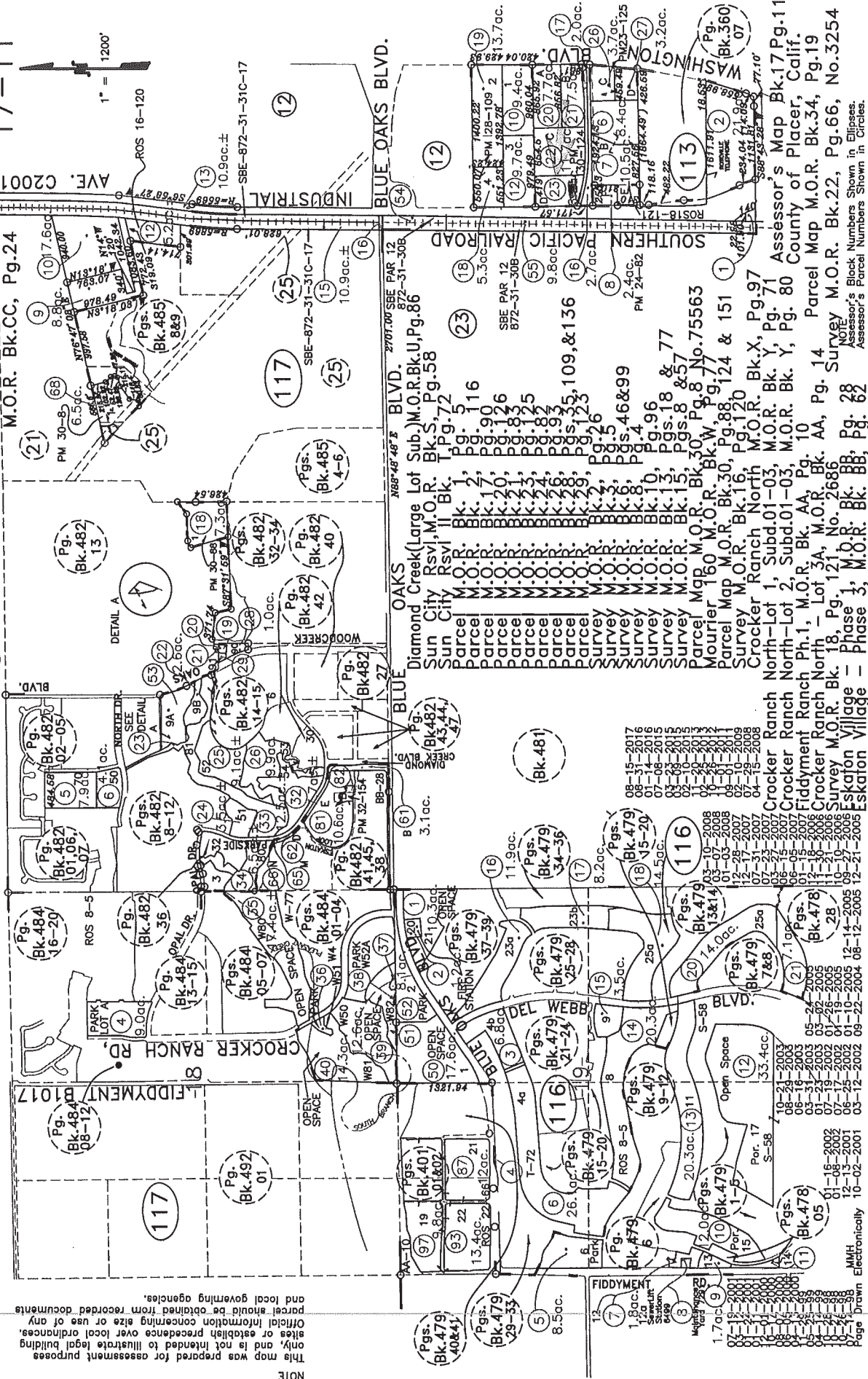
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

NOTE



Recording Requested by
City of Roseville

When Recorded Mail to:
City Clerk
City of Roseville
311 Vernon Street, Office #208
Roseville, CA 95678

PLACER County Recorder
JIM MCCAULEY Co Recorder Office

DOC - 98-0104334

Friday, DEC 11, 1998 08:23:25

NOC \$0.00

Ttl Pd \$0.00

Nbr-0000124451

REC/R2/1-12

Title: Deferred Improvement Agreement (Roseville Parkway Industrial Center)

RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street, Room 208
Roseville, CA 95678

DEFERRED IMPROVEMENT AGREEMENT
(Roseville Parkway Industrial Center)

THIS AGREEMENT is made the 18th day of November 1998 by and between the CITY OF
ROSEVILLE, a municipal corporation, ("CITY") and Sierra Crest Equities, LLC, a California Limited
Liability Company, ("DEVELOPER"), and

WITNESSETH:

A. DEVELOPER is the owner of a parcel of real property located in Roseville, Placer
County, California, which is more particularly described in Exhibit "A" ("the Subject Property").
DEVELOPER currently intends to develop the Subject Property, and as a condition of such
development, CITY requires that DEVELOPER construct or install certain improvements as specified in
Exhibit "B" ("the Deferred Improvements").

B. DEVELOPER desires to defer construction or installation of the Deferred Improvements,
and CITY is agreeable to such deferral.

NOW, THEREFORE, the parties agree as follows:

1. This Agreement is an instrument affecting the title or possession of the Subject Property. It shall run with the land, and all of the terms, covenants, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of all of the successors in interest of DEVELOPER. Upon sale or division of Subject Property, the terms, conditions, covenants and restrictions of this Agreement shall apply to each parcel, and the owner or owners of each parcel shall succeed to the obligations imposed upon DEVELOPER by this Agreement.
2. DEVELOPER hereby covenants for himself, his successors, heirs and assigns, and for all persons succeeding in interest to title in the Subject Property, to construct or install all of the Deferred Improvements in the manner and at the time specified in this Agreement, at no cost to CITY.
3. Subject to the discretion of the PUBLIC WORKS DIRECTOR / CITY ENGINEER, DEVELOPER shall commence construction or installation of the Deferred Improvements within sixty (60) calendar days of the date of approval of the improvement plans by the Public Works Director/City Engineer. Plans shall be submitted within thirty (30) days of demand by CITY. The date of such demand shall be in CITY's sole discretion. DEVELOPER shall process plans diligently and shall obtain plan approval in no more than one-hundred and twenty (120) days. DEVELOPER shall complete construction or installation of the Deferred Improvements to the satisfaction of the Public Works Director/City Engineer of CITY within one hundred and eighty (180) calendar days of the date of the approval of the improvement plans.

4. In the event the Subject Property has been divided or split, or there is more than one owner at the time the Deferred Improvements are to be constructed or installed, the owner or owners of any given parcel shall be jointly and severally liable for the obligations of this Agreement.

Provided, however, that DEVELOPER shall remain jointly and severally liable for all of the costs and obligations of this Agreement regardless of whether DEVELOPER remains an owner.

5. To secure DEVELOPER's obligations under this Agreement, DEVELOPER shall post a faithful performance security, in a form approved by the City Attorney of CITY, in the amount of One Hundred Seventy Four Thousand Dollars (\$174,000.00), which amount is estimated to be one hundred and fifty (150%) percent of the cost of constructing or installing the Deferred Improvements. Such security shall guarantee to CITY faithful performance of this Agreement including all costs and reasonable attorney's fees in compelling such performance.

6. DEVELOPER and owners shall defend, indemnify, save and hold harmless CITY, its officers, agents and employees, from every expense, liability, or payment by reason of injury (including death) to persons, or damage to property, suffered through any act or omission, including passive negligence or active negligence, or both, of DEVELOPER, or owners, their employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this Agreement, on any part of the premises or the Subject Property, including those matters arising out of the deferment of the Deferred Improvements, or the adequacy, safety, use or temporary facilities, or the performance or nonperformance of the work.

7. In the event DEVELOPER fails to construct or install any Deferred Improvements required under this Agreement, CITY may, at its option, file suit to compel construction or installation of such Deferred Improvements; do the work and collect all the costs from DEVELOPER or owners, or

charging such costs as a lien against the property; or revoke any previously granted occupancy permits, or any combination thereof. If CITY sues to compel performance of this Agreement or to recover the costs of completing the Deferred Improvements, DEVELOPER or owners shall pay all reasonable attorney's fees, costs of suit, and all other expenses of litigation incurred by CITY in connection therewith.

DEVELOPER acknowledges that, until all work required by this Agreement is completed to CITY's satisfaction, any occupancy granted by CITY is tentative.

8. Permission to enter onto the Subject Property or other property of owners is hereby granted to CITY or its agents and contractors as may be necessary to construct or install such Deferred Improvements.

9. Time is of the essence of this Agreement.

10. This is an integrated Agreement, and contains the complete understanding of the parties. It shall be read as a whole.

11. Any notices required by this Agreement shall be delivered or mailed, U.S. Mail first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE
Public Works Director / City Engineer
City of Roseville
316 Vernon Street, Ste. 100
Roseville, CA 95678

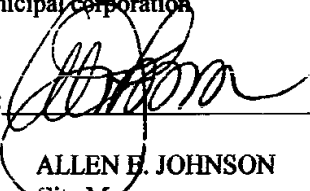
DEVELOPER
Sierra Crest Equities, LLC
2428 Professional Drive, Suite 400
Roseville, CA 95678

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

12. In any action to enforce this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, regardless of where else it might otherwise be venued.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. 98-420, adopted by the Council of the City of Roseville on the 18th day of November, 1998, and DEVELOPER has caused this Agreement to be executed.

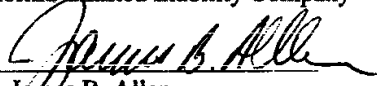
CITY OF ROSEVILLE, a
municipal corporation

BY: 

ALLEN B. JOHNSON
City Manager

DEVELOPER

Sierra Crest Equities, LLC,
a California Limited Liability Company

BY: 

James B. Allen
CEO

ATTEST:

BY:

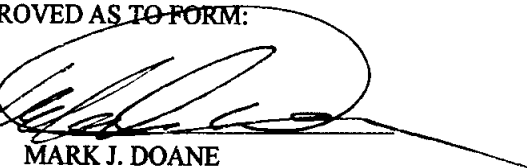


CAROLYN PARKINSON

City Clerk

APPROVED AS TO FORM:

BY:



MARK J. DOANE

City Attorney

APPROVED AS TO SUBSTANCE:

BY:



LARRY D. PAGE

Public Works Director/City Engineer

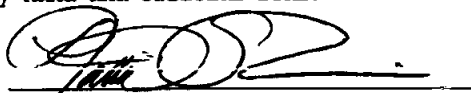
State of California
County of Placer

On October 26, 1998 before me, the undersigned, a Notary Public in and
for said State, personally appeared James B. Allen

personally known to me (or 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.

WITNESS my hand and official seal.

Signature



Name Lottie Sierer 6-23-00
(typed or printed)



(Seal)

STATE OF CALIFORNIA

)

: ss.

COUNTY OF PLACER

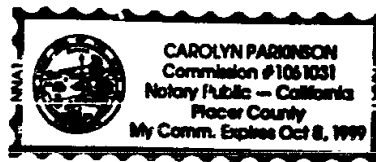
)

On this 23 day of November in the year of 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose names 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.

WITNESS my hand and official seal.

Carolyn Parinson

Notary Public in and for said State



THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:

Title or Type of Document

Deferred Imp. Agent. - Liens Post Equities

Date of Document

11-18-98

Acknowledgment - All Purpose

9

EXHIBIT "A"

The land referred to is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

Parcel 1 as shown on that certain Parcel Map entitled "Parcel Map of Parcel A, 17 P.M. 90", recorded on January 15, 1985, at Book 21 of Parcel Maps, page 83, Official Records of Placer County.

APN: 017-113-009

10

EXHIBIT B

Description of Deferred Improvements

(Roseville Parkway)

The Developer intends to construct the following future improvements along the frontage of Roseville Parkway associated with the Project:

- Installation of the curb, gutter, sidewalk, and handicap ramps along the frontage of Roseville Parkway from the curb return on Washington Boulevard to a point 780 feet west of the centerline of Washington Boulevard (Station 30+00 as shown on Improvement Plans).
- Installation of a free right "pork chop" and westbound acceleration lane on Roseville Parkway from the intersection with Washington Boulevard.
- Installation of 30 feet of landscaping along the Roseville Parkway frontage from Washington Boulevard to a point 780 feet west of the centerline of Washington Boulevard.
- Installation of 18 feet of through lane pavement along the frontage of Roseville Parkway to Station 30+00.
- Installation of a westbound deceleration lane on Washington Boulevard for the right turn onto Roseville Parkway.

RESOLUTION NO. 98-420

APPROVING A DEFERRED IMPROVEMENT AGREEMENT
BETWEEN CITY OF ROSEVILLE AND SIERRA CREST EQUITIES, LLC
FOR THE INSTALLATION OF FRONTAGE IMPROVEMENTS ALONG ROSEVILLE
PARKWAY AND AUTHORIZING THE CITY MANAGER TO EXECUTE
IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Deferred Improvement Agreement for the Roseville Parkway Industrial Center, between City of Roseville and Sierra Crest Equities, LLC, has been reviewed by the Council; and

WHEREAS, such deferred improvement agreement is for the installation of frontage improvements along Roseville Parkway are adjacent to the project;

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 18th day of November, 1998, by the following vote on roll call:

AYES COUNCILMEMBERS: Harry Crabb, Pauline Roccucci, Randy Graham, Claudia Gamar

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Jim Gray

Claudia Gamar
MAYOR

ATTEST:

Carol L. Parkinson
City Clerk

... Attesting instrument is a correct copy of the
original on file in the office.

ATTEST:

Edy Allen
City Clerk of the City of Roseville, California
DEPUTY CLERK

12

PLACER, County Recorder
JIM MCCAULEY, County Recorder Office

Recording Requested by
City of Roseville

When Recorded Mail to:
City Clerk
City of Roseville
311 Vernon Street, Office #208
Roseville, CA 95678

DOC - 98-0104333

Friday, DEC 11, 1998 08:23:10

NOC \$0.00

Ttl Pd \$0.00

Nbr-0000124449

REC/R2/1-12

Title: Deferred Improvement Agreement (Roseville Parkway Industrial Center)
(Roseville Parkway Bus Stop)

RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street, Room 208
Roseville, CA 95678

DEFERRED IMPROVEMENT AGREEMENT
(Roseville Parkway Industrial Center)

THIS AGREEMENT is made the 18th day of November 1998 by and between the CITY OF
ROSEVILLE, a municipal corporation, ("CITY") and Sierra Crest Equities, LLC, a California Limited
Liability Company, ("DEVELOPER"), and

WITNESSETH:

A. DEVELOPER is the owner of a parcel of real property located in Roseville, Placer
County, California, which is more particularly described in Exhibit "A" ("the Subject Property").
DEVELOPER currently intends to develop the Subject Property, and as a condition of such
development, CITY requires that DEVELOPER construct or install certain improvements as specified in
Exhibit "B" ("the Deferred Improvements").

B. DEVELOPER desires to defer construction or installation of the Deferred Improvements,
and CITY is agreeable to such deferral.

NOW, THEREFORE, the parties agree as follows:

1. This Agreement is an instrument affecting the title or possession of the Subject Property. It shall run with the land, and all of the terms, covenants, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of all of the successors in interest of DEVELOPER. Upon sale or division of Subject Property, the terms, conditions, covenants and restrictions of this Agreement shall apply to each parcel, and the owner or owners of each parcel shall succeed to the obligations imposed upon DEVELOPER by this Agreement.
2. DEVELOPER hereby covenants for himself, his successors, heirs and assigns, and for all persons succeeding in interest to title in the Subject Property, to construct or install all of the Deferred Improvements in the manner and at the time specified in this Agreement, at no cost to CITY.
3. Subject to the discretion of the PUBLIC WORKS DIRECTOR / CITY ENGINEER, DEVELOPER shall commence construction or installation of the Deferred Improvements within sixty (60) calendar days of the date of approval of the improvement plans by the Public Works Director/City Engineer. Plans shall be submitted within thirty (30) days of demand by CITY. The date of such demand shall be in CITY's sole discretion. DEVELOPER shall process plans diligently and shall obtain plan approval in no more than one-hundred and twenty (120) days. DEVELOPER shall complete construction or installation of the Deferred Improvements to the satisfaction of the Public Works Director/City Engineer of CITY within one hundred and eighty (180) calendar days of the date of the approval of the improvement plans.

4. In the event the Subject Property has been divided or split, or there is more than one owner at the time the Deferred Improvements are to be constructed or installed, the owner or owners of any given parcel shall be jointly and severally liable for the obligations of this Agreement.

Provided, however, that DEVELOPER shall remain jointly and severally liable for all of the costs and obligations of this Agreement regardless of whether DEVELOPER remains an owner.

5. To secure DEVELOPER's obligations under this Agreement, DEVELOPER shall post a faithful performance security, in a form approved by the City Attorney of CITY, in the amount of Fifteen Thousand Dollars (\$15,000.00), which amount is estimated to be one hundred and fifty (150%) percent of the cost of constructing or installing the Deferred Improvements. Such security shall guarantee to CITY faithful performance of this Agreement including all costs and reasonable attorney's fees in compelling such performance.

6. DEVELOPER and owners shall defend, indemnify, save and hold harmless CITY, its officers, agents and employees, from every expense, liability, or payment by reason of injury (including death) to persons, or damage to property, suffered through any act or omission, including passive negligence or active negligence, or both, of DEVELOPER, or owners, their employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this Agreement, on any part of the premises or the Subject Property, including those matters arising out of the deferment of the Deferred Improvements, or the adequacy, safety, use or temporary facilities, or the performance or nonperformance of the work.

7. In the event DEVELOPER fails to construct or install any Deferred Improvements required under this Agreement, CITY may, at its option, file suit to compel construction or installation of such Deferred Improvements; do the work and collect all the costs from DEVELOPER or owners, or

charging such costs as a lien against the property; or revoke any previously granted occupancy permits; or any combination thereof. If CITY sues to compel performance of this Agreement or to recover the costs of completing the Deferred Improvements, DEVELOPER or owners shall pay all reasonable attorney's fees, costs of suit, and all other expenses of litigation incurred by CITY in connection therewith.

DEVELOPER acknowledges that, until all work required by this Agreement is completed to CITY's satisfaction, any occupancy granted by CITY is tentative.

8. Permission to enter onto the Subject Property or other property of owners is hereby granted to CITY or its agents and contractors as may be necessary to construct or install such Deferred Improvements.

9. Time is of the essence of this Agreement.

10. This is an integrated Agreement, and contains the complete understanding of the parties. It shall be read as a whole.

11. Any notices required by this Agreement shall be delivered or mailed, U.S. Mail first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE
Public Works Director / City Engineer
City of Roseville
316 Vernon Street, Ste. 100
Roseville, CA 95678

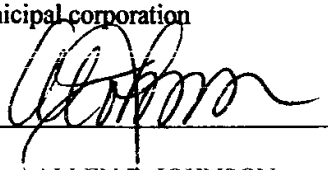
DEVELOPER
Sierra Crest Equities, LLC
2428 Professional Drive, Suite 400
Roseville, CA 95678

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

12. In any action to enforce this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, regardless of where else it might otherwise be venued.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. 98-421, adopted by the Council of the City of Roseville on the 18th day of November, 19 98, and DEVELOPER has caused this Agreement to be executed.

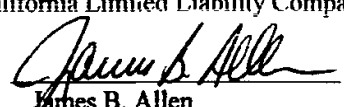
CITY OF ROSEVILLE, a
municipal corporation

BY: 

ALLEN E. JOHNSON
City Manager

DEVELOPER

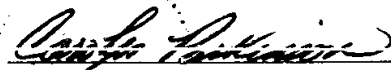
Sierra Crest Equities, LLC,
a California Limited Liability Company

BY: 

James B. Allen
CEO

ATTEST:

BY:

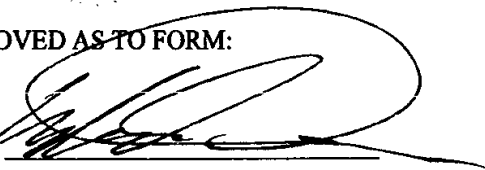


CAROLYN PARKINSON

City Clerk

APPROVED AS TO FORM:

BY:



MARK J. DOANE

City Attorney

APPROVED AS TO SUBSTANCE:

BY:



LARRY D. PAGEL

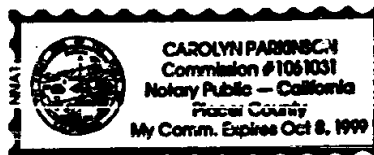
Public Works Director/City Engineer

STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On this 23 day of November in the year of 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose names 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.

WITNESS my hand and official seal.

Carolyn Parkinson
Notary Public in and for said State



THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:

Title or Type of Document Defensed Imp. Agent. - (Bus. Shelter)
Date of Document 11.18.98
Turn-out
Sierra Crest Equities

Acknowledgment - All Purpose

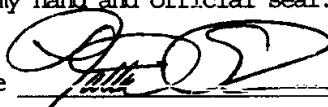
State of California
County of Placer

On October 26, 1998 before me, the undersigned, a Notary Public in and
for said State, personally appeared James E. Allen

personally known to me (or 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.

WITNESS my hand and official seal.

Signature



Name Lottie Sierer 6-23-00
(typed or printed)



(Seal)

9

EXHIBIT "A"

The land referred to is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

Parcel 1 as shown on that certain Parcel Map entitled "Parcel Map of Parcel A, 17 P.M. 90", recorded on January 15, 1985, at Book 21 of Parcel Maps, page 83, Official Records of Placer County.

APN: 017-113-009

EXHIBIT B

Description of Deferred Improvements

(Roseville Parkway Bus Stop)

The Developer intends to construct the following future improvements along the frontage of Roseville Parkway associated with the Project:

- Installation of a Bus turnout as per City of Roseville standards along the frontage of Roseville Parkway immediately west of the intersection with Washington.
- Installation of a bus shelter pad located behind the sidewalk at the bus turnout on Roseville Parkway as shown on the Improvement Plans.
- Installation of a bus shelter conforming to the City's latest bus shelter requirements.

RESOLUTION NO. 98-421

APPROVING A DEFERRED IMPROVEMENT AGREEMENT
BETWEEN CITY OF ROSEVILLE AND SIERRA CREST EQUITIES, LLC
FOR THE INSTALLATION OF FRONTAGE IMPROVEMENTS ALONG ROSEVILLE
PARKWAY AND AUTHORIZING THE CITY MANAGER TO EXECUTE
IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Deferred Improvement Agreement for the Roseville Parkway Industrial Center, between City of Roseville and Sierra Crest Equities, LLC, has been reviewed by the Council; and

WHEREAS, such deferred improvement agreement is for the installation of a bus shelter adjacent to Roseville Parkway;

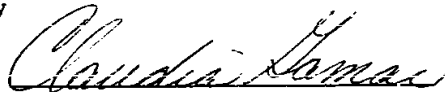
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 18th day of November, 1998, by the following vote on roll call:

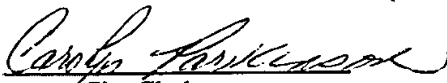
AYES COUNCILMEMBERS: Harry Crabbe, Pauline Roccucci, Randy Graham, Claudia Gamar

NOES COUNCILMEMBERS: None

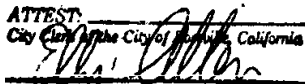
ABSENT COUNCILMEMBERS: Jim Gray


MAYOR

ATTEST:


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

12

30

Recording Requested By:
First American Title
National Commercial Services

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:
City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code 27383



PLACER, County Recorder

JIM MCCAULEY

DOC- 2014-0038979-00

2792

WEDNESDAY, JUN 11, 2014 15:32:51

MIC	\$0.00	AUT	\$0.00	SBS	\$0.00
ERD	\$0.00	RED	\$0.00	*	\$0.00
ADD	\$0.00				

Ttl Pd \$0.00 Rcpt # 02361591

CLKCNMLFJ1/JL/1-9

THIS SPACE IS RESERVED FOR RECORDERS USE

FIRST AMENDMENT TO DEFERRED IMPROVEMENT AGREEMENT
ROSEVILLE PARKWAY INDUSTRIAL CENTER (Installation of Frontage
Improvements)

657999

RECORDING REQUESTED BY AND WHEN RECORDED,

PLEASE RETURN TO:

City Clerk

City of Roseville

311 Vernon Street

Roseville, CA 95678

FIRST AMENDMENT TO DEFERRED IMPROVEMENT AGREEMENT

PROJECT: ROSEVILLE PARKWAY INDUSTRIAL CENTER (Installation of Frontage Improvements)

THIS FIRST AMENDMENT TO DEFERRED IMPROVEMENT AGREEMENT ("First Amendment") is entered into this 21st day of May, 2014, by and between the City of Roseville, a municipal corporation ("CITY") and Rustic Lane, LLC, a California limited liability company ("LANDOWNER"), and

W I T N E S S E T H:

WHEREAS, on November 18, 1998, Sierra Crest Equities, LLC, a California limited liability company ("DEVELOPER"), entered into a Deferred Improvement Agreement ("Original Agreement"); and

WHEREAS, the Original Agreement was recorded in the official records of Placer County, California on December 11, 1998 as Document Number 98-0104334 against the title to the real property described more fully in Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, DEVELOPER, its successors and assigns, are bound by the terms of the Original Agreement; and

WHEREAS, since this First Amendment affects only a portion of the real property described in Exhibit "A", this First Amendment will be recorded in the official records of Placer County, California against the title to the real property described more fully in Exhibit 'A-1", attached hereto and incorporated herein by this reference commonly known as 8825 Washington Blvd., Roseville, CA 95678 ("the Property"); and

WHEREAS, LANDOWNER, as successor in interest to DEVELOPER, as to a portion of the property affected by the Original Agreement, is about to execute or has executed, a Deed of Trust and Note in the amount of \$2,531,000.00 dated 5/15/2014, payable with interest, which Deed of Trust is in favor of The Mortgage Capital Development Corporation, an SBA Certified Development Company, and which Deed of Trust will be immediately assigned to the U.S. Small Business Administration, an Agency of the United States Government ("SBA"); and

WHEREAS, it is a condition precedent to obtaining said loan that the SBA be specifically excluded from and against any and all obligations imposed on LANDOWNER as set forth in the Original Agreement to the extent the incurring of such obligations by SBA would constitute a violation of the Federal Anti-Deficiency Act (USC Title 31, Subtitle II, Chapter 13, Subchapter III, Section 1341) ("Act").

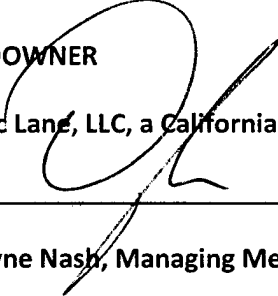
NOW THEREFORE, the parties agree as follows:

1. Effect of Federal Anti-Deficiency Act. The parties desire to modify the Original Agreement, to the extent it is applicable to LANDOWNER, to specifically agree that SBA shall not be obligated to perform, and shall be completely relieved from, any obligation under the Original Agreement to the extent, and only to the extent, that such performance would constitute a violation of the Act. SBA shall be deemed a third party beneficiary of this Agreement.
2. Recordation. This Agreement shall be recorded in the official records of Placer County, California, prior to the recording of the aforementioned Deed of Trust.
3. Covenants Run with the Land. The parties agree that all agreements and obligations contained in the Original Agreement are covenants which benefit and run with the Property described in Exhibit "A-1", in accordance with Section 1468 of the California Civil Code, and such agreements and obligations shall be binding upon subsequent purchasers, constituents, transferees, successors and assigns, as provided in the Original Agreement; provided that, to the extent of and consistent with the modifications of the Original Agreement set forth above, such agreements and obligations shall not be binding on SBA.
4. Counterparts. This Agreement may be executed in counterparts.
5. Remainder of Original Agreement Unchanged. Except as modified herein, all terms of the Original Agreement shall remain unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. 14-208 adopted by the Council of the City of Roseville on the 21st day of May, 2014, and LANDOWNER has caused this Agreement to be executed.

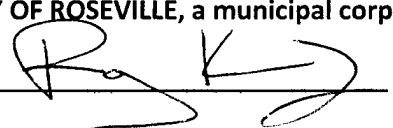
LANDOWNER

Rustic Lane, LLC, a California limited liability company

By: 

Dwayne Nash, Managing Member

CITY OF ROSEVILLE, a municipal corporation

By: 

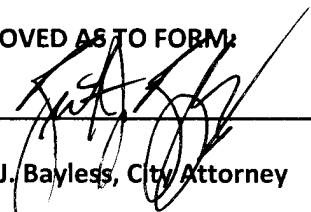
Ray Kerridge, City Manager

ATTEST:

By: 

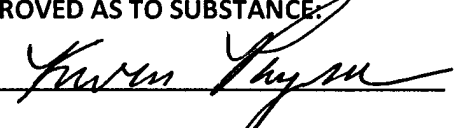
Sonia Orozco, City Clerk

APPROVED AS TO FORM:

By: 

Brita J. Bayless, City Attorney

APPROVED AS TO SUBSTANCE:

By: 

Kevin Payne, Development Services Director

Exhibit "A" - Description of Real Property ("Original Agreement")

Exhibit "A-1" Description of Property Owned by LANDOWNER

State of California
County of Placer

On April 22, 2014 before me, Melissa Record, a Notary Public, personally appeared Dwayne Nash, 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 Melissa Record



(seal)

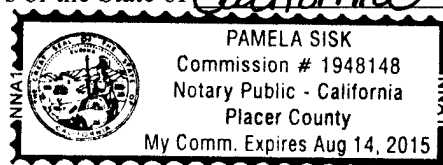
State of California
County of Placer

On May 22, 2014 before me, Pamela Sisk, a Notary Public, personally appeared Raymond John Kernidge, 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 Pamela Sisk



(seal)

Exhibit A

The land referred to is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

Parcel 1 as shown on that certain Parcel Map entitled "Parcel Map of Parcel A, 17 P.M. 90", recorded on January 15, 1985, at Book 21 of Parcel Maps, page 83, Official Records of Placer County.

APN: 017-113-009

EXHIBIT "A1"

LEGAL DESCRIPTION

THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "ROSEVILLE PARKWAY INDUSTRIAL CENTER, A PORTION OF PARCEL 1, 21 PM 83, BEING A PORTION OF SECTIONS 21 AND 22, TOWNSHIP 11 NORTH, RANGE 6 E., MDM", FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA ON MARCH 8, 2002 IN BOOK 30 OF PARCEL MAPS, AT PAGE 124.

RESERVING THEREFROM TO GRANTOR FOR THE BENEFIT OF THE GRANTOR'S REMAINING PROPERTY, [WHICH REMAINING PROPERTY IS DESCRIBED AS PARCEL C, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA ON MARCH 8, 2002 IN BOOK 30 OF PARCEL MAPS, AT PAGE 124] THE FOLLOWING EASEMENTS:

NON-EXCLUSIVE EASEMENTS FOR SURFACE DRAINAGE AS SET FORTH AND DESCRIBED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROSEVILLE PARKWAY INDUSTRIAL CENTER, RECORDED IN THE OFFICIAL RECORDS OF PLACER COUNTY ON MARCH 8, 2002 AS INSTRUMENT NO. 2002-0026428;

NON-EXCLUSIVE EASEMENTS FOR ACCESS AND PARKING PURPOSES AS SET FORTH AND DESCRIBED IN THAT CERTAIN RECIPROCAL ACCESS AND PARKING AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF PLACER COUNTY ON MARCH 8, 2002 AS INSTRUMENT NO. 2002-0026427, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO RECIPROCAL ACCESS AND PARKING AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF PLACER COUNTY ON JUNE 11, 2014 AS INSTRUMENT NO. 2014-0038968; AND

NON-EXCLUSIVE EASEMENTS FOR FIRE PUMP AND PIPELINE PURPOSES, AND THE MAINTENANCE THEREOF, AS SET FORTH AND DESCRIBED IN THAT CERTAIN FIRE PUMP EASEMENT AND MAINTENANCE AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF PLACER COUNTY ON MARCH 8, 2002 AS INSTRUMENT NO. 2002-0026429.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR SURFACE DRAINAGE AS SET FORTH, DESCRIBED IN AND CONVEYED BY, AND OVER THE "PROPERTY" AS DEFINED IN, THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROSEVILLE PARKWAY INDUSTRIAL CENTER, RECORDED IN THE OFFICIAL RECORDS OF PLACER COUNTY ON MARCH 8, 2002 AS INSTRUMENT NO. 2002-0026428.

PARCEL THREE:

NON-EXCLUSIVE EASEMENTS FOR ACCESS AND PARKING PURPOSES, AS SET FORTH AND DESCRIBED IN THAT CERTAIN RECIPROCAL ACCESS AND PARKING AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF PLACER COUNTY ON MARCH 8, 2002 AS INSTRUMENT NO. 2002-0026427, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO RECIPROCAL ACCESS AND PARKING AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF PLACER COUNTY ON JUNE 11, 2014 AS INSTRUMENT NO. 2014-0038968.

APN: 017-113-020-000

RESOLUTION NO. 14-208

APPROVING A FIRST AMENDMENT TO DEFERRED IMPROVEMENT AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND RUSTIC LANE, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Deferred Improvement Agreement for Roseville Parkway Industrial Center (Installation of Frontage Improvements), between the City of Roseville and Rustic Lane, LLC, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment 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 21 day of May, 2014, by the following vote on roll call:

AYES COUNCILMEMBERS: Herman, Garcia, Gore, Rohan

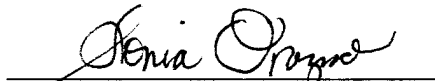
NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Roccucci

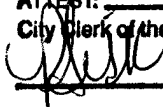


MAYOR

ATTEST:


City Clerk

The foregoing instrument is a correct copy of the original on file in the City Clerks Department.

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK

29

Recording Requested By:
First American Title
National Commercial Services



PLACER, County Recorder
JIM MCCAULEY

DOC- 2014-0038978-00

2792

WEDNESDAY, JUN 11, 2014 15:32:50

MIC	\$0.00	AUT	\$0.00	SBS	\$0.00
ERD	\$0.00	RED	\$0.00	*	\$0.00
ADD	\$0.00				

Ttl Pd \$0.00 Rcpt # 02361591
CLKCNMLFJ1/JL/1-9

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:
City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code 27383

(THIS SPACE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT TO DEFERRED IMPROVEMENT AGREEMENT
ROSEVILLE PARKWAY INDUSTRIAL CENTER (Roseville Parkway Bus Stop)

657999

9

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE

RETURN TO:

City Clerk

City of Roseville

311 Vernon Street

Roseville, CA 95678

FIRST AMENDMENT TO DEFERRED IMPROVEMENT AGREEMENT

PROJECT: ROSEVILLE PARKWAY INDUSTRIAL CENTER

(Roseville Parkway Bus Stop)

THIS FIRST AMENDMENT TO DEFERRED IMPROVEMENT AGREEMENT ("First Amendment") is entered into this 21st day of May, 2014, by and between the City of Roseville, a municipal corporation ("CITY") and Rustic Lane, LLC, a California limited liability company ("LANDOWNER"), and

W I T N E S S E T H

WHEREAS, on November 18, 1998, Sierra Crest Equities, LLC, a California limited liability company ("DEVELOPER"), entered into a Deferred Improvement Agreement ("Original Agreement"); and

WHEREAS, the Original Agreement was recorded in the official records of Placer County, California on December 11, 1998 as Document Number 98-0104333 against the title to the real property described more fully in Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, DEVELOPER, its successors and assigns, are bound by the terms of the Original Agreement; and

WHEREAS, since this First Amendment affects only a portion of the real property described in Exhibit "A", this First Amendment will be recorded in the official records of Placer County, California against the title to the real property described more fully in Exhibit 'A-1', attached hereto and

incorporated herein by this reference commonly known as 8825 Washington Blvd., Roseville, CA 95678 ("the Property"); and

WHEREAS, LANDOWNER, as successor in interest to DEVELOPER, as to a portion of the property affected by the Original Agreement, is about to execute or has executed, a Deed of Trust and Note in the amount of \$2,531,000.00 dated 5/15/2014, payable with interest, which Deed of Trust is in favor of The Mortgage Capital Development Corporation, an SBA Certified Development Company, and which Deed of Trust will be immediately assigned to the U.S. Small Business Administration, an Agency of the United States Government ("SBA"); and

WHEREAS, it is a condition precedent to obtaining said loan that the SBA be specifically excluded from and against any and all obligations imposed on LANDOWNER as set forth in the Original Agreement to the extent the incurring of such obligations by SBA would constitute a violation of the Federal Anti-Deficiency Act (USC Title 31, Subtitle II, Chapter 13, Subchapter III, Section 1341) ("Act").

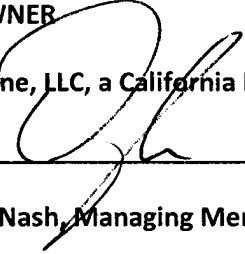
NOW THEREFORE, the parties agree as follows:

1. Effect of Federal Anti-Deficiency Act. The parties desire to modify the Original Agreement, to the extent it is applicable to LANDOWNER, to specifically agree that SBA shall not be obligated to perform, and shall be completely relieved from, any obligation under the Original Agreement to the extent, and only to the extent, that such performance would constitute a violation of the Act. SBA shall be deemed a third party beneficiary of this Agreement.
2. Recordation. This Agreement shall be recorded in the official records of Placer County, California, prior to the recording of the aforementioned Deed of Trust.
3. Covenants Run with the Land. The parties agree that all agreements and obligations contained in the Original Agreement are covenants which benefit and run with the Property described in Exhibit "A-1", in accordance with Section 1468 of the California Civil Code, and such agreements and obligations shall be binding upon subsequent purchasers, constituents, transferees, successors and assigns, as provided in the Original Agreement; provided that, to the extent of and consistent with the modifications of the Original Agreement set forth above, such agreements and obligations shall not be binding on SBA.
4. Counterparts. This Agreement may be executed in counterparts.
5. Remainder of Original Agreement Unchanged. Except as modified herein, all terms of the Original Agreement shall remain unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. 14-209 adopted by the Council of the City of Roseville on the 21st day of May, 2014, and LANDOWNER has caused this Agreement to be executed.

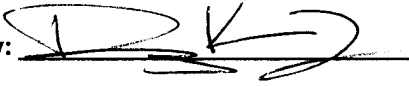
LANDOWNER

Rustic Lane, LLC, a California limited liability company

By: 

Dwayne Nash, Managing Member

CITY OF ROSEVILLE, a municipal corporation

By: 

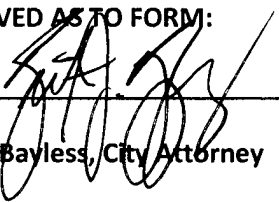
Ray Kerridge, City Manager

ATTEST:

By: 

Sonia Orozco, City Clerk

APPROVED AS TO FORM:

By: 

Brita J. Bayless, City Attorney

APPROVED AS TO SUBSTANCE:

By: 

Kevin Payne, Development Services Director

Exhibit "A"- Description of Real Property ("Original Agreement")

Exhibit "A-1" Description of Property Owned by LANDOWNER

State of California
County of Placer

On April 22, 2014 before me, Melissa Record, a Notary Public, personally appeared Dwayne Nash, 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 Melissa Record



(seal)

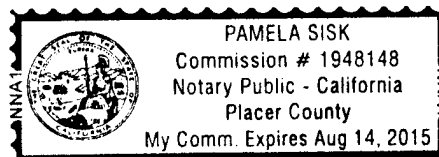
State of California
County of Placer

On May 22, 2014 before me, Pamela Sisk, a Notary Public, personally appeared Raymond John Kerridge, 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 Pamela Sisk



(seal)

Exhibit A

The land referred to is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

Parcel 1 as shown on that certain Parcel Map entitled "Parcel Map of Parcel A, 17 P.M. 90", recorded on January 15, 1985, at Book 21 of Parcel Maps, page 83, Official Records of Placer County.

APN: 017-113-009

EXHIBIT "A1"

LEGAL DESCRIPTION

THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "ROSEVILLE PARKWAY INDUSTRIAL CENTER, A PORTION OF PARCEL 1, 21 PM 83, BEING A PORTION OF SECTIONS 21 AND 22, TOWNSHIP 11 NORTH, RANGE 6 E., MDM", FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA ON MARCH 8, 2002 IN BOOK 30 OF PARCEL MAPS, AT PAGE 124.

RESERVING THEREFROM TO GRANTOR FOR THE BENEFIT OF THE GRANTOR'S REMAINING PROPERTY, [WHICH REMAINING PROPERTY IS DESCRIBED AS PARCEL C, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA ON MARCH 8, 2002 IN BOOK 30 OF PARCEL MAPS, AT PAGE 124] THE FOLLOWING EASEMENTS:

NON-EXCLUSIVE EASEMENTS FOR SURFACE DRAINAGE AS SET FORTH AND DESCRIBED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROSEVILLE PARKWAY INDUSTRIAL CENTER, RECORDED IN THE OFFICIAL RECORDS OF PLACER COUNTY ON MARCH 8, 2002 AS INSTRUMENT NO. 2002-0026428;

NON-EXCLUSIVE EASEMENTS FOR ACCESS AND PARKING PURPOSES AS SET FORTH AND DESCRIBED IN THAT CERTAIN RECIPROCAL ACCESS AND PARKING AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF PLACER COUNTY ON MARCH 8, 2002 AS INSTRUMENT NO. 2002-0026427, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO RECIPROCAL ACCESS AND PARKING AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF PLACER COUNTY ON JUNE 11, 2014 AS INSTRUMENT NO. 2014-0038968; AND

NON-EXCLUSIVE EASEMENTS FOR FIRE PUMP AND PIPELINE PURPOSES, AND THE MAINTENANCE THEREOF, AS SET FORTH AND DESCRIBED IN THAT CERTAIN FIRE PUMP EASEMENT AND MAINTENANCE AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF PLACER COUNTY ON MARCH 8, 2002 AS INSTRUMENT NO. 2002-0026429.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR SURFACE DRAINAGE AS SET FORTH, DESCRIBED IN AND CONVEYED BY, AND OVER THE "PROPERTY" AS DEFINED IN, THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROSEVILLE PARKWAY INDUSTRIAL CENTER, RECORDED IN THE OFFICIAL RECORDS OF PLACER COUNTY ON MARCH 8, 2002 AS INSTRUMENT NO. 2002-0026428.

PARCEL THREE:

NON-EXCLUSIVE EASEMENTS FOR ACCESS AND PARKING PURPOSES, AS SET FORTH AND DESCRIBED IN THAT CERTAIN RECIPROCAL ACCESS AND PARKING AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF PLACER COUNTY ON MARCH 8, 2002 AS INSTRUMENT NO. 2002-0026427, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO RECIPROCAL ACCESS AND PARKING AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF PLACER COUNTY ON JUNE 11, 2014 AS INSTRUMENT NO. 2014-0038968

APN: 017-113-020-000

RESOLUTION NO. 14-209

APPROVING A FIRST AMENDMENT TO DEFERRED IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND RUSTIC LANE, LLC AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Deferred Improvement Agreement for Roseville
Parkway Industrial Center (Roseville Parkway Bus Stop), between the City of Roseville and
Rustic Lane, LLC, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said amendment 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 21 day of
May, 2014, by the following vote on roll call:

AYES COUNCILMEMBERS: Herman, Garcia, Gore, Rohan

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Roccucci



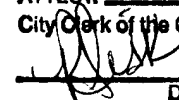
MAYOR

ATTEST:


City Clerk

The foregoing instrument is a correct copy of the
original on file in the City Clerks Department.

ATTEST: _____
City Clerk of the City of Roseville, California


DEPUTY CLERK

9

Roseville Parkway Frontage DIA				
Bid Item	Unit	Quantity	Unit Price	Total
Traffic Control System	LS	1	\$ 12,000.00	\$ 12,000.00
Erosion Control	LS	1	\$ 8,000.00	\$ 8,000.00
Clearing & Grubbing	LS	1	\$ 4,000.00	\$ 4,000.00
Roadway Excavation	CY	260	\$ 65.00	\$ 16,900.00
Imported Borrow	CY	1560	\$ 20.00	\$ 31,200.00
Class 2 Aggregate Base	CY	955	\$ 80.00	\$ 76,400.00
Hot Mix Asphalt (Type A)	TON	527	\$ 135.00	\$ 71,145.00
12" Storm Drain	LF	124	\$ 200.00	\$ 24,800.00
Raise Manhole To Grade	EA	2	\$ 3,000.00	\$ 6,000.00
Drain Inlet Type C	EA	4	\$ 4,000.00	\$ 16,000.00
Minor Concrete (Sidewalk)	SF	6240	\$ 15.00	\$ 93,600.00
Minor Concrete (Type 2 Curb and Gutter)	LF	780	\$ 70.00	\$ 54,600.00
Mobilization	LS	1	\$ 41,464.50	\$ 41,464.50
Total				\$ 456,109.50

Roseville Parkway Bus Stop DIA				
Bid Item	Unit	Quantity	Unit Price	Total
Class 2 Aggregate Base	CY	43	\$ 80.00	\$ 3,440.00
Minor Concrete (Bus Pad)	SF	129	\$ 15.00	\$ 1,935.00
Minor Concrete (Bus Turnout)	SF	2880	\$ 31.00	\$ 89,280.00
Bus Shelter (Based on Current DIA for Bus Shelters)	EA	1	\$ 10,000.00	\$ 10,000.00
Mobilization	LS	1	\$ 10,465.50	\$ 10,465.50
Total				\$ 115,120.50



February 9th, 2023

VIA FIRST CLASS MAIL AND Certified MAIL

JB Company Management, LP
Attn: Gary Benvenuti
1825 Bell Street, Suite 100
Sacramento, CA 95825

**RE: NOTICE OF INTENTION TO ADOPT A RESOLUTION OF NECESSITY
FOR ACQUISITION OF CERTAIN REAL PROPERTIES**

**Site Address: East side of Industrial Ave., north side of
future Roseville Pkwy.
Roseville, CA 95678**

APN: 017-113-023, Placer County

Dear Mr. Benvenuti:

This notice is sent pursuant to Code of Civil Procedure § 1245.235 because you are the record owners of the real property described above.

This notice concerns a portion of the property located at the east side of Industrial Ave., north side of future Roseville Pkwy., Roseville, CA 95678, bearing the Placer County Assessor Parcel No. 017-113-023 ("the Property"). As you know, the City of Roseville ("the City") has been investigating the acquisition of a partial fee simple interest and a drainage and slope easement, as depicted in the attached Exhibit A, on the Property to construct the Roseville Parkway Extension Project, which includes a new 4-lane bridge over Industrial Avenue and the Union Pacific Railroad with associated road segments to connect existing Roseville Parkway between Foothills Boulevard and Washington Boulevard.

The hearing will be held on Wednesday, April 19, 2023, or as soon thereafter as the City of Roseville can hear said matter, at the Council Chambers located at City of Roseville's Civic Center, 311 Vernon Street, Roseville, CA 95678.

You, as a person claiming or having an interest in and to the Property, are hereby notified that you have the right to appear and be heard on the issues to be considered at that hearing. The issues which will be considered are set forth in California Code of Civil Procedure Section 1240.030, and include:

1. Whether or not the public interest and necessity require the Project;
2. Whether or not the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

3. Whether or not the Property sought to be acquired is necessary for this Project;
4. Whether the offer to purchase as required by section 7267.2 of the California Government Code has been made to the owner of the Property;

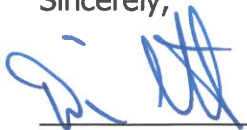
If you wish to be heard at this hearing, you MUST FILE A WRITTEN REQUEST, indicating your intent to appear and be heard, within fifteen (15) days of the mailing of this notice by filing or delivering that written request to the City of Roseville, Attn: Jason Shykowski, Director of Public Works, at 311 Vernon Street, Roseville, CA 95678. The date of mailing appears at the end of this Notice.

You may use the enclosure for the purpose of notifying the City of Roseville of your intent and desire to be heard. Your failure to timely file a written request to appear and be heard may result in a waiver of your right to be heard. If you elect not to appear and not to be heard, you will only be foreclosed from raising in a court of law the issues that are the subject of this noticed hearing and that are concerned with the right to take the Property by eminent domain.

The amount of the compensation to be paid for the acquisition of the Property is not a matter or issue being heard by the City Council at this time. Your nonappearance at this noticed hearing will not prevent you from claiming greater compensation, as may be determined by a court of law in accordance with the laws of the State of California. This notice is not intended to foreclose future negotiations between you and the City of Roseville on the amount of compensation to be paid for the property.

The City continues to be open to negotiating a voluntary agreement for the acquisition and hopes a signed agreement can be obtained prior to the hearing. For further information, contact James Staudinger, with Interwest Consulting Group, at (714) 914-2191.

Sincerely,


for Dominick Casey
City Manager

cc: Michelle Sheidenberger, City Attorney
Jason Shykowski, Public Works Director

**REQUEST TO BE HEARD ON RESOLUTION OF NECESSITY
FOR THE ACQUISITION OF CERTAIN REAL PROPERTIES**

Name _____ Telephone _____

Address

Date _____ Signature _____

Exhibit A

EXHIBIT "A"
LEGAL DESCRIPTION

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of PARCEL D of that certain Parcel Map titled ROSEVILLE PARKWAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 83°15'23" East, 2173.33 feet to the southeast corner of said PARCEL D and the **Point of Beginning**; thence along the easterly line of said PARCEL D, North 01°16'43" West, 50.60 feet to the beginning of a non-tangent curve, concave northeasterly having a radius of 1911.85 feet, and a chord bearing a distance of North 82°10'22" West, 11.17 feet; thence leaving said easterly line, the following five (5) courses:

1. Westerly along said curve, through a central angle of 00°20'05", 11.17 feet;
2. South 00°00'00" East, 29.83 feet to the beginning on a non-tangent curve, concave northeasterly, having a radius of 1954.00 feet, and a chord bearing and distance of North 79°29'03" West, 310.78 feet;
3. Northwesterly along said curve, through a central angle of 09°07'21", 311.11 feet;
4. North 74°52'39" West, 81.11 feet;
5. North 74°55'23" West, 34.56 feet to a point on the westerly line of said PARCEL D; thence along said westerly line, South 00°34'41" East, 11.88 feet to the southwest corner of said PARCEL D; thence leaving said easterly line and along the southerly line of said PARCEL D, the following two (2) courses:

1. South $75^{\circ}01'13''$ East, 182.10 feet to the beginning of a tangent curve, concave northeasterly having a radius of 1961.85 feet, a chord bearing a distance of South $78^{\circ}47'42''$ East, 258.31 feet;
2. Southeasterly along said curve, through a central angle of $07^{\circ}32'58''$, 258.50 feet to the to the **Point of Beginning**.

Containing 0.15 acres or 6,682 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

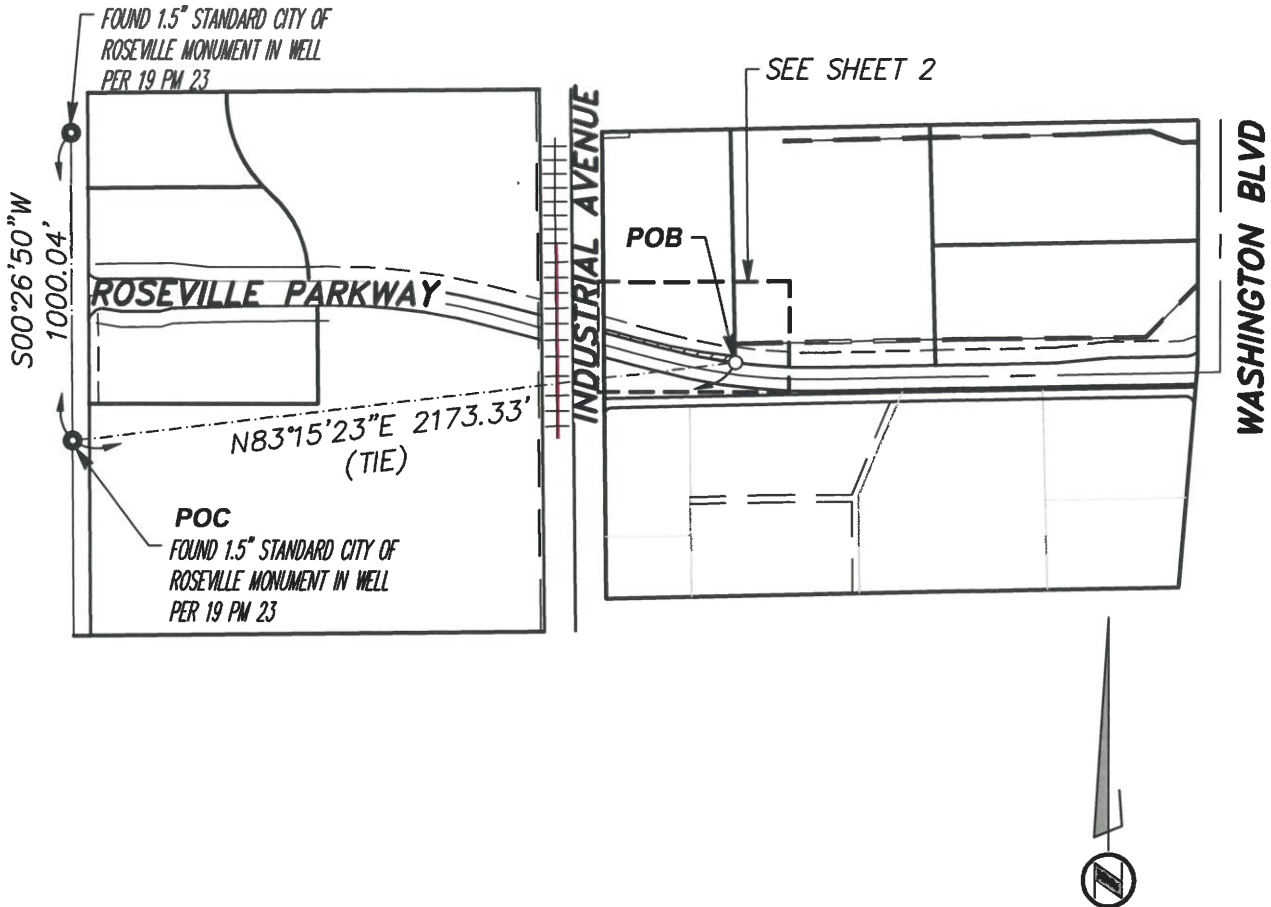
05/20/2021

Date

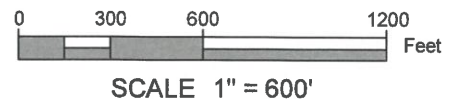
LEGEND

- POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
PM PARCEL MAP
CB CHORD BEARING
CH CHORD DISTANCE
● FOUND MONUMENT AS NOTED
○ DIMENSION POINT
▨ PARCEL TO BE TRANSFERRED

SECTIONS 21
T.11.N., R.6.E., M.D.M.



BEARINGS AND DISTANCES SHOWN ARE BASED UPON THE CALIFORNIA COORDINATES SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET, DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN GROUND LEVEL DISTANCES.



SHEET 1 OF 2



MARK THOMAS

Scale: 1" = 600'
Date May 2021
Drawn By AD
Checked By SM

Exhibit B
APN 017-113-023
FEE

Plat to Accompany Legal Description
In the City of Roseville
Placer County, California



LEGEND

POC POINT OF COMMENCEMENT

POB POINT OF BEGINNING

PM PARCEL MAP

CB CHORD BEARING

CH CHORD DISTANCE

● FOUND MONUMENT AS NOTED

○ DIMENSION POINT

▨ PARCEL TO BE TRANSFERRED

SEE SHEET 1 FOR BASIS OF BEARINGS

SECTIONS 21,
T.11.N., R.6.E., M.D.M.

LINE TABLE

L1 N01°16'43"W 50.60'

L2 S00°00'00"E 29.83'

L3 N74°52'39"W 81.11'

L4 N74°55'23"W 34.56'

L5 S00°34'41"E 11.88'

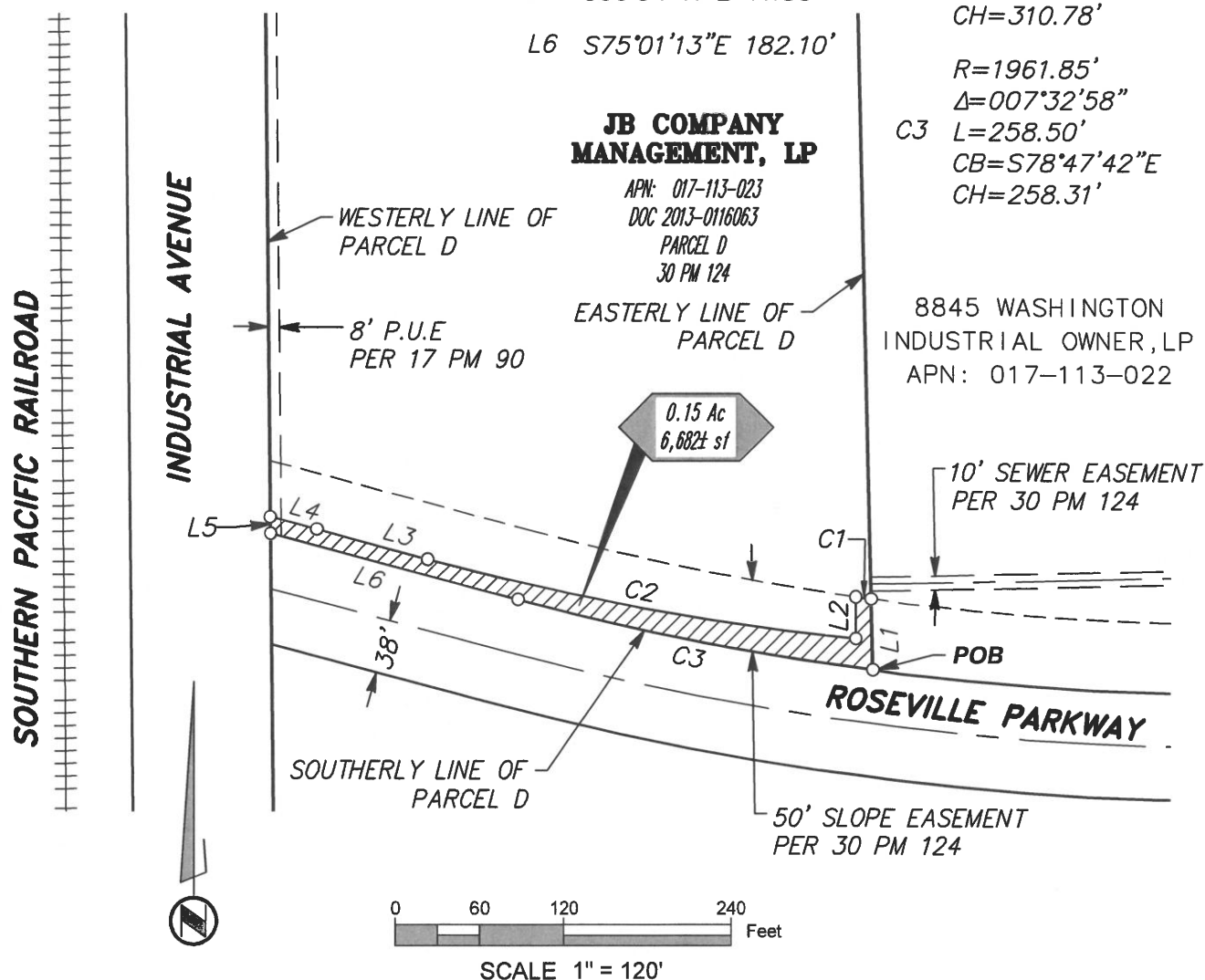
L6 S75°01'13"E 182.10'

CURVE TABLE

R=1911.85'
Δ=000°20'05"
C1 L=11.17'
CB=N82°10'22"W
CH=11.17'

R=1954.00'
Δ=009°07'21"
C2 L=311.11'
CB=N79°29'03"W
CH=310.78'

R=1961.85'
Δ=007°32'58"
C3 L=258.50'
CB=S78°47'42"E
CH=258.31'



SHEET 2 OF 2



MARK THOMAS

Scale: 1" = 120'

Date May 2021

Drawn By AD

Checked By SM

Exhibit B
APN 017-113-023

FEE

Plat to Accompany Legal Description
In the City of Roseville
Placer County, California



EXHIBIT "A"
LEGAL DESCRIPTION

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of PARCEL D of that certain Parcel Map titled ROSEVILLE PARKWAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 83°15'23" East, 2173.33 feet to the southeast corner of said PARCEL D; thence along the easterly line of said PARCEL D, North 01°16'43" West, 50.60 to the beginning of a non-tangent curve, concave northeasterly, having a radius of 1911.85 feet, and a chord bearing and distance of North 78°40'48" West, 244.08 feet, and the **Point of Beginning**; thence leaving said easterly line, the following two (2) courses:

1. Northwesterly along said curve, through a central angle of 07°19'11, 244.25 feet;
2. North 75°01'13" West, 196.02 feet to a point on the westerly line of said PARCEL D; thence along said westerly line, North 00°34'41" West, 21.20 feet; thence leaving said westerly line, South 77°31'20" East, 438.72 feet to said easterly line of PARCEL D; thence along said easterly line, South 01°16'43" East, 24.99 feet to the **Point of Beginning**.

Containing 0.28 acres or 12,021 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me,
or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

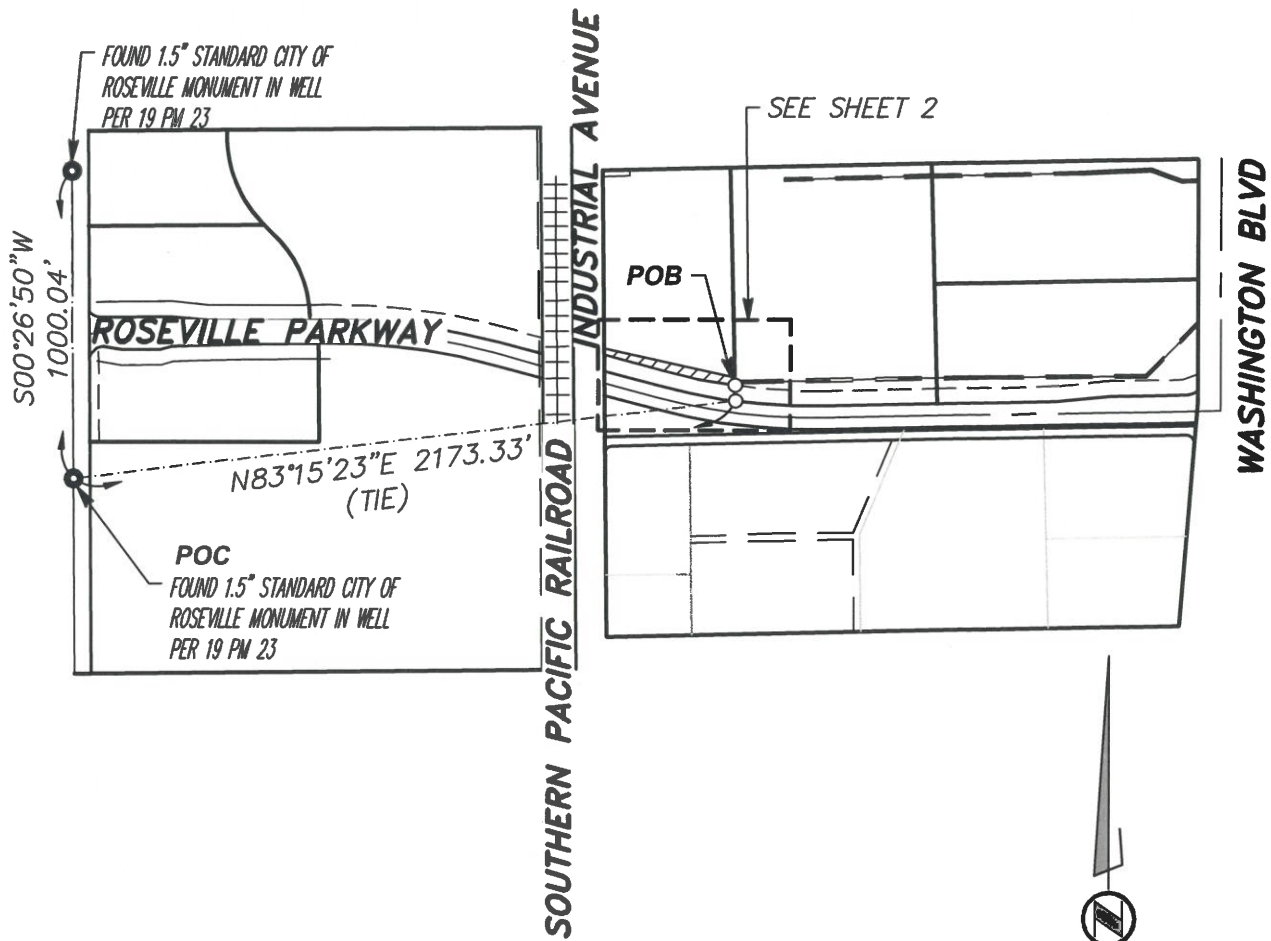
05/20/2021

Date

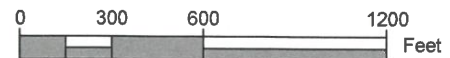
LEGEND

- POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
PM PARCEL MAP
CB CHORD BEARING
CH CHORD DISTANCE
● FOUND MONUMENT AS NOTED
○ DIMENSION POINT
▨ EASEMENT TO BE TRANSFERRED

SECTIONS 21
T.11.N., R.6.E., M.D.M.



BEARINGS AND DISTANCES ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET. DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN LEVEL DISTANCES.



SCALE 1" = 600'

SHEET 1 OF 2



MARK THOMAS

Scale: 1" = 600'
Date May 2021
Drawn By AD
Checked By SM

Exhibit B
APN 017-113-023
DRAINAGE AND SLOPE EASEMENT
Plat to Accompany Legal Description
In the City of Roseville
Placer County, California



SECTIONS 21
T.11.N., R.6.E., M.D.M.

POB POINT OF BEGINNING

CB CHORD BEARING

CH CHORD DISTANCE

● FOUND MONUMENT AS NOTED

- DIMENSION POINT

 EASEMENT TO BE TRANSFERRED

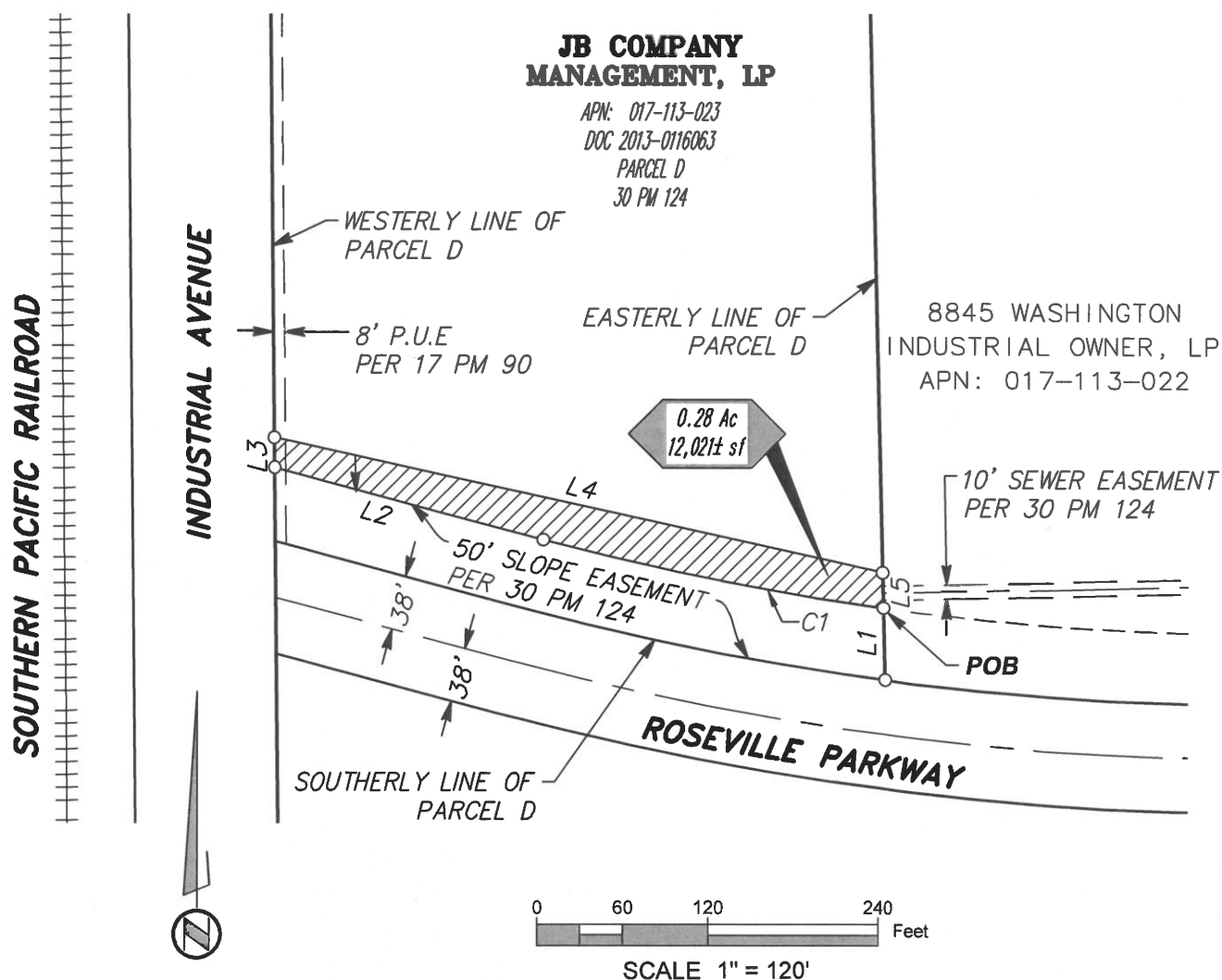
SEE SHEET 1 FOR BASIS OF BEARINGS

CURVE TABLE

$R=1911.85'$
 $\Delta=007^{\circ}19'11''$
 C1 $L=244.25'$
 $CB=N78^{\circ}40'48''W$
 $CH=244.08'$

LINE TABLE

L1 N01°16'43"W 50.60'
L2 N75°01'13"W 196.02'
L3 N00°34'41"W 21.20'
L4 S77°31'20"E 438.72'
L5 S01°16'43"E 24.99'



SHEET 2 OF 2



MARK THOMAS

Scale: 1" = 120'

Date May 2021

Drawn By AD

Checked By SM

Exhibit B

APN 017-113-023

DRAINAGE AND SLOPE EASEMENT

Plat to Accompany Legal Description

In the City of Roseville

Placer County, California





**Public Works
Engineering**
311 Vernon Street
Roseville, California 95678-2649

April 14, 2023

JB Company Management, LP
Attn: Gary Benvenuti
1825 Bell Street, Suite 100
Sacramento, CA 95825

Re: Roseville Parkway Extension Project
Acquisition of Property - a Portion of APN: 017-113-023

Dear Mr. Benvenuti:

As you know, the City of Roseville is committed to improving Roseville Parkway. The Roseville Parkway Extension Project includes a new 4-lane bridge over Industrial Avenue and the Union Pacific Railroad with associated road segments to connect existing Roseville Parkway between Foothills Boulevard and Washington Boulevard.

The project improvements require the acquisition of 6,682 square feet of your property in Fee Simple Interest and a 12,021 square foot Drainage and Slope Easement from the northerly portion of the property.

Accordingly, the City recently re-engaged a real estate appraiser to prepare an appraisal in order to determine the fair market value of the portion of your property identified as Placer County Assessor's Parcel Number 017-113-023, Roseville, California. Per the appraisal, the estimated value for the total sum of \$120,000 which amount is itemized as follows:

<u>\$119,801.00</u>	Fee Simple Acquisition
<u>\$ 0.00</u>	Severance Damages
<u>\$120,000.00</u>	Total(Rounded)

The basis for that determination is explained in the attached Information and Appraisal Summary Statements.

The acquisition of the Property will require Roseville's City Council to ratify the offer by execution of a contract. It is the City's hope that this offer is agreeable to you and the acquisition can begin immediately.

If you should have any questions regarding this letter, or the City's property acquisition process, please contact the City's project manager, Jesse Khatkar at (916) 774-5434.

Your cooperation in this matter is greatly appreciated.

Sincerely,



Stefanie Kemen
Acting Public Works Director
City of Roseville

Enclosures: Acquisition Agreement
Appraisal Summary Statement
Information Statement
Grant Deed
Drainage and Slope Easement
Title VI

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **CITY OF ROSEVILLE, a municipal corporation**, as grantee ("CITY") and **JB COMPANY MANAGEMENT LP, a California limited partnership**, as grantor ("GRANTOR"),

W I T N E S S E T H:

WHEREAS, GRANTOR is the owner of certain real property identified as Assessor Parcel Number 017-113-023 located in the City of Roseville, County of Placer (the "Property"); and

WHEREAS, the CITY desires to acquire a portion of such property in fee simple interest as described in the attached legal description marked Exhibit "A-1", and depicted on the attached plat map marked Exhibit "B-1", which is attached hereto and incorporated herein by reference for the purpose of constructing the Roseville Parkway Extension Project ("the Project"); and

WHEREAS, the CITY desires to acquire a permanent drainage and slope easement as described in the attached legal description marked Exhibit "A-2" and depicted on the attached plat map marked Exhibit "B-2", which is attached hereto and incorporated herein by reference; and

WHEREAS, GRANTOR agrees to sell and CITY agrees to buy the fee simple interest and a permanent drainage and slope easement (collectively "the Subject Property"), pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, GRANTOR agrees to sell and CITY agrees to buy the Subject Property pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Purchase Price. GRANTOR agrees to sell, and CITY agrees to buy, the Subject Property for the sum of ***One Hundred Twenty Thousand Dollars (\$120,000.00)*** ("Purchase Price"). In addition, CITY agrees to release GRANTOR's obligations to construct certain improvements as described in those Deferred Improvement Agreements identified as Exception Items 6 and 7 of Fidelity National Title Company Preliminary Title Report number 01004124-010-PA, dated June 29, 2020, Amended February 24, 2023, Amendment No. 4. The parties agree that the Purchase Price and release of the Deferred Improvement Agreements includes compensation for any and all improvements located within the Subject Property and any severance damages, loss of goodwill damages, relocation assistance payments, costs, or attorney fees, except as provided herein.

2. Conveyance. GRANTOR has executed, or will execute prior to the Close of Escrow, as defined herein, the Grant Deed and Drainage and Slope Easement in the format satisfactory to the City Attorney of CITY (collectively "Deeds"), conveying the Subject Property to CITY.

3. Escrow. CITY has opened an escrow account for this transaction with Fidelity National Title Company, 8525 Madison Ave #110, Fair Oaks, CA 95628, and Attention: Paul Avila ("the Title Company") under Escrow #01004124-010-PA-KD as described in the Escrow Instructions attached hereto as Exhibit "C-1". Prior to the Close of Escrow, GRANTOR shall deliver the Deeds to the Title Company. Prior to the Close of Escrow, CITY shall deposit with the Title Company the Purchase Price for the account of GRANTOR, conditioned upon the Subject Property vesting in CITY free and clear of all liens, leases, encumbrances, assessments, easements, bonds, judgments and debts secured by Deeds of Trust or mortgages except as indicated in the Escrow Instructions, as well as the Easement on the Crouch Property. If for any reason escrow fails to close as set forth herein, including termination of this Agreement, the Title Company shall return all funds and documents to the party that submitted such funds or documents.

4. Title Approval. CITY's disapproval of any exception shown in the title reports are set forth in Exhibit "D-1", the Escrow Instructions. GRANTOR shall notify City within fifteen (15) working days of the Effective Date of this Agreement if it elects not to remove or is unable to remove any disapproved exception. CITY shall have five (5) working days after notification of such action either (i) to terminate this Agreement or (ii) to waive its disapproval of such exception and agree to purchase the Subject Property subject to the disapproved exception. If CITY fails to notify GRANTOR, in writing, within five (5) working days of its election pursuant to this paragraph, CITY shall be deemed to have elected to terminate this Agreement. In the event of termination of this Agreement, the parties shall have no obligations hereunder. Any exception which CITY has approved hereunder, either by CITY's approval, CITY's failure to disapprove such exception, or by CITY's waiver of disapproval, shall be deemed a "Permitted Exception".

5. Discharge of Obligations. The Title Company may expend any and all money payable to GRANTOR under this Agreement to discharge any obligations (except those identified in the Escrow Instructions as being taken subject to) which are liens upon the Subject Property, including but not limited to, those arising from judgments, assessments, delinquent taxes (other than for the fiscal year referred to in the Escrow Instructions), or debts secured by deeds of trust or mortgages or to defray any other incidental costs other than those specified in the escrow instructions to be borne by CITY. Any money made payable pursuant to a deed of trust shall be made payable to the beneficiary entitled to the money pursuant to the deed of trust; provided, however, that the beneficiary shall first furnish GRANTOR and the Title Company with a good and sufficient receipt showing the money to be credited against the indebtedness secured by the deed of trust.

6. Allocation of Taxes and Assessments. Taxes for the fiscal year in which the escrow closes shall be cleared and paid for in the manner required by Section 5086 of the Revenue and Taxation Code. As a deduction from the amount shown in Section 1, above, the City shall be authorized to pay any delinquent taxes due in any fiscal year, except the fiscal year in which this escrow closes, together with penalties and interest thereon. If GRANTOR has prepaid any taxes which are cancelled pursuant to Section 5086 as to the Subject Property, GRANTOR may seek any refunds to which it is entitled from such taxing agencies. If the Subject Property is subject to any assessments which are not subject to cancellation under Revenue and Taxation Code section 5086, such assessments shall be prorated as of the date of apportionment. GRANTOR shall pay all taxes and assessments outstanding up to the date of apportionment, if any, as to the Subject Property.

7. Escrow Costs. CITY shall pay all escrow fees, recording fees and title insurance charges incurred in this transaction.

8. Date of Possession. The right of possession and use of the Subject Property by the CITY, including the right to remove and dispose of improvements, shall commence upon the Effective Date of this Agreement, and the amount shown in Paragraph 1 of this Agreement includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

9. Title and Escrow Closing. Title to the Subject Property shall pass immediately upon Close of Escrow. Escrow shall close no later than sixty (60) days after the Effective Date of this Agreement (the "Close of Escrow").

10. Escrow Instructions. A copy of this Agreement shall be delivered to the Title Company by CITY and shall have Escrow Instructions attached. The issuance of any additional escrow instructions shall be the sole responsibility of CITY, but must be signed by GRANTOR to be valid and enforceable and approved by the City Attorney.

11. Time. Time is of the essence of this Agreement.

12. No Existing Tenancy. GRANTOR warrants there are no oral or written leases on all or any portion of the Subject Property, with the exception of *To Be Determined* ("Lessee"). GRANTOR agrees to defend, indemnify and hold CITY harmless for any damages, losses and/or expenses occasioned by reason of any lease of all or a portion of the Subject Property, with the exception of current Lessee. GRANTOR agrees not to assign, transfer or sell to any third party any right, title or interest GRANTOR has in the Subject Property. The parties acknowledge that, upon acquisition by CITY, any lease, tenancy or occupancy shall terminate as to that part of the lease, tenancy or occupancy being acquired by CITY pursuant to this Agreement. Further, if there exists either recorded or unrecorded leases, the parties agree that at CITY's sole discretion, escrow shall not close and this Agreement shall become all or in part null and void if the Title Company fails to receive adequate documentation (such as a quitclaim deed and/or Tenant Consent) establishing that lessee has agreed to claim no interest in the Subject Property or in any compensation for the Subject Property, and further enables CITY to obtain sufficient title insurance.

13. Project. GRANTOR understands that the acquisition of the Subject Property is in connection with the construction, operation and maintenance by CITY of the Project, and that the payment of the money provided by this Agreement constitutes the entire consideration for the sale. GRANTOR hereby waives and releases CITY from any obligation, claim or damage on account of the grant of the Subject Property to CITY or on account of the location or construction of the Project.

14. Hazardous Substances. Neither GRANTOR, nor to the best of GRANTOR's knowledge, any third party, has engaged in the generation, use, manufacture, storage, treatment, transportation, or disposal of any "hazardous substance" on the Subject Property. In addition, neither GRANTOR, nor to the best of GRANTOR's knowledge, any third party has received any form of notice of violation of any "applicable environmental law" with respect to the Subject Property, including any groundwater.

For purposes of this Agreement, the term "hazardous substance" means either any petroleum product or any substance, chemical, or waste that is listed as hazardous, toxic or dangerous under any applicable environmental law.

For purposes of this Agreement, the term "applicable environmental law" means the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 USC §9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC 6901 et seq.; the federal Water Pollution Control Act, 33 USC §1251 et seq.; the Clean Air Act, 42 USC §7401 et seq.; the Hazardous Materials Transportation Act, 49 USC §1471 et seq.; the Toxic Substances Control Act, 15 USC §§2601-2629; and the Safe Drinking Water Act, 42 USC §300f-300j; as each has been amended from time to time; or any similar state and local laws or ordinances or regulations implementing such statutes.

15. Flood Control Act. GRANTOR discloses that the Subject Property is located in a "flood zone," as set forth on F.E.M.A. or H.U.D. "Special Flood Zone Area Maps."

16. Special Studies Zone Act. GRANTOR discloses that the Subject Property is not situated in a Special Study Zone as designated under the Alquist-Priolo Special Studies Zone Act, Sections 2621-2630, inclusive, of the California Public Resources Code, or otherwise in an area of the high geologic hazard ("Geologic Zone").

17. Testing. If applicable, CITY may at all reasonable times enter upon the Subject Property and conduct tests, take soil or water samples or soil borings to determine if hazardous substances exist. If, such testing detects the existence of a hazardous substance, CITY may, at its sole option, rescind and terminate this Agreement and cancel the escrow. Provided, however, that CITY shall exercise said option not later than sixty (60) days after the Effective Date of this Agreement or the Close of Escrow whichever occurs first.

18. Construction Work by CITY. None.

19. Removal of Deferred Improvement Agreement by CITY. CITY shall remove Exception Items 7 and 8 of your Fidelity National Title Company Preliminary Title Report No.: 01004124-010-PA-KD dated June 29, 2020, Amended February 24, 2023, Amendment No. 4, so that they are no longer on title and the property will no longer be burdened by the Deferred Improvement Agreement.

20. GRANTOR's Warranties.

GRANTOR hereby represents and warrants to CITY:

A. Contracts:

That there are no service contracts or other contractual obligations (except which GRANTOR has disclosed to CITY) upon which GRANTOR is obligated pertaining to the Subject Property, except those which can be terminated upon not more than thirty (30) days' notice.

B. Documents Delivered:

That all documents delivered to GRANTOR by CITY pursuant to the terms of this Agreement are complete.

C. Special Assessments or Condemnation:

That there are not presently pending any special assessments or condemnation actions against the Subject Property, or any part thereof, nor has GRANTOR received any notice of any special assessments or condemnation actions being contemplated except as otherwise listed on the Escrow Instructions.

D. Leasing Commissions:

That there is no outstanding leasing commission's payable for any lease as to the Subject Property and there are no obligations to pay any leasing commission for any renewal of the tenancy of any of the tenants or for any new lease negotiated prior to Close of Escrow.

E. Title:

1) Encumbrances:

Except for those specifically listed in the Preliminary Title Report No. 01004124-010-PA-KD dated June 29, 2020, Amended February 24, 2023, Amendment 4 and stated as Permitted Exceptions in the Escrow Instructions, to GRANTOR's best knowledge, the Subject Property is free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions, and restrictions of any kind.

2) Encroachments:

To GRANTOR's best knowledge, there are no encroachments on the Subject Property from adjoining property, and the Subject Property does not encroach on any adjoining property, easements, or streets.

F. Litigation:

That GRANTOR is not involved in or aware of any pending or threatened litigation which does or will affect the Subject Property. There are no actions or proceedings pending or threatened against GRANTOR before any court or administrative agency in any way connected with or relating to the Subject Property, or affecting GRANTOR's ability to fulfill all of its obligations under this Agreement.

G. Indemnification:

That GRANTOR shall indemnify and hold CITY harmless from any liability, loss or claim for damages, including reasonable costs and attorneys' fees, arising from any lease as to the Subject Property accruing prior to the Close of Escrow; arising out of any theft, damage, or injury to any tenants on the Subject Property or their personal property, and occurring prior to Close of Escrow; or arising out of the breach by GRANTOR of the covenants or any warranties or the falsity of any of the representations set forth in this Agreement.

H. Survival:

That GRANTOR's representations, warranties and covenants contained in this paragraph shall survive Close of Escrow and the recordation of the Grant Deed.

I. Authority:

That GRANTOR has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

J. Lease Back Rights:

That GRANTOR waives any notice or right of first refusal pursuant to Code of Civil Procedure section 1245.245 and any lease-back rights under Code of Civil Procedure section 1263.615.

K. Brokers:

That no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, GRANTOR shall indemnify, defend and hold CITY harmless from all liabilities, expenses, losses, damages or claims (including reasonable attorneys' fees) arising out of such broker's or finder's claims.

L. Advice of Professionals:

GRANTOR has had the opportunity to be advised by their own legal counsel and professionals in connection with this Agreement, and has obtained, and relies upon, such advice as GRANTOR deems appropriate.

21. Integrated Agreement. This is an integrated Agreement, and it contains all of the terms, considerations, understandings and promises of the parties. It shall be read as a whole. This Agreement may be amended, modified, changed or rescinded only by an instrument in writing, executed by the parties, except as provided herein.

22. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

23. Attorney's Fees. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

24. Venue/Governing Law. Any action arising out of this Agreement shall be brought in Placer County, California regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

25. Binding Agreement. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the parties.

26. Joint Effort. This Agreement is the result of the joint efforts and negotiations of parties hereto, and no single party is the author or drafter of it. The parties agree that this

Agreement shall be interpreted as though each of the parties participated equally in the composition of this Agreement and each and every part of it.

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

CITY OF ROSEVILLE

Jason Shykowski
Public Works Director
311 Vernon Street
Roseville, CA 95678

GRANTOR

JB Company Management, LP
Attn: Gary Benvenuti
8125 Bell Street, Suite 100
Sacramento, CA 95825

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

28. Special Provisions. The Special Provisions attached hereto as Exhibit "E-1," if any, are hereby incorporated, and made a part of this Agreement by this reference. In the event of any conflict or inconsistency between this Agreement and the Special Provisions, the terms of the Special Provisions shall prevail.

29. Further Assurances. Each party to this Agreement agrees to execute, acknowledge and deliver such further instruments as may be necessary or desirable to accomplish the intent and purpose of this Agreement.

30. Effective Date. This Agreement shall be effective upon full execution by all parties (the "Effective Date").

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed 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 GRANTOR has caused this Agreement to be duly executed.

GRANTEE:
CITY OF ROSEVILLE, a municipal Corporation

GRANTOR:
**JB COMPANY MANAGEMENT LP,
a California limited partnership**

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: _____

BY: _____
its: _____

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

BY: _____
MICHAEL CHRISTENSEN
Senior Deputy City Attorney

JAMES STAUDINGER
Senior Right-of-Way Agent
Consultant to the City
CA Real Estate Broker License #00582011

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

Exhibits

A-1:	Legal Description of Fee Simple Interest
A-2:	Legal Description of Drainage and Slope Easement
B-1:	Plat of Fee Simple Interest
B-2:	Plat of Drainage and Slope Easement
C-1	Escrow Instructions
D-1:	Preliminary Title Report
E-1:	Special Provisions

Exhibit "A-1"
Fee Simple Legal Description
1 of 2

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of PARCEL D of that certain Parcel Map titled ROSEVILLE PARKWAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 83°15'23" East, 2173.33 feet to the southeast corner of said PARCEL D and the **Point of Beginning**; thence along the easterly line of said PARCEL D, North 01°16'43" West, 50.60 feet to the beginning of a non-tangent curve, concave northeasterly having a radius of 1911.85 feet, and a chord bearing a distance of North 82°10'22" West, 11.17 feet; thence leaving said easterly line, the following five (5) courses:

1. Westerly along said curve, through a central angle of 00°20'05", 11.17 feet;
2. South 00°00'00" East, 29.83 feet to the beginning on a non-tangent curve, concave northeasterly, having a radius of 1954.00 feet, and a chord bearing and distance of North 79°29'03" West, 310.78 feet;
3. Northwesterly along said curve, through a central angle of 09°07'21", 311.11 feet;
4. North 74°52'39" West, 81.11 feet;
5. North 74°55'23" West, 34.56 feet to a point on the westerly line of said PARCEL D; thence along said westerly line, South 00°34'41" East, 11.88 feet to the southwest corner of said PARCEL D; thence leaving said easterly line and along the southerly line of said PARCEL D, the following two (2) courses:

1. South 75°01'13" East, 182.10 feet to the beginning of a tangent curve, concave northeasterly having a radius of 1961.85 feet, a chord bearing a distance of South 78°47'42" East, 258.31 feet;

Exhibit "A-1"
Fee Simple Legal Description
2 of 2

2. Southeasterly along said curve, through a central angle of 07°32'58", 258.50 feet to the to the **Point of Beginning**.

Containing 0.15 acres or 6,682 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

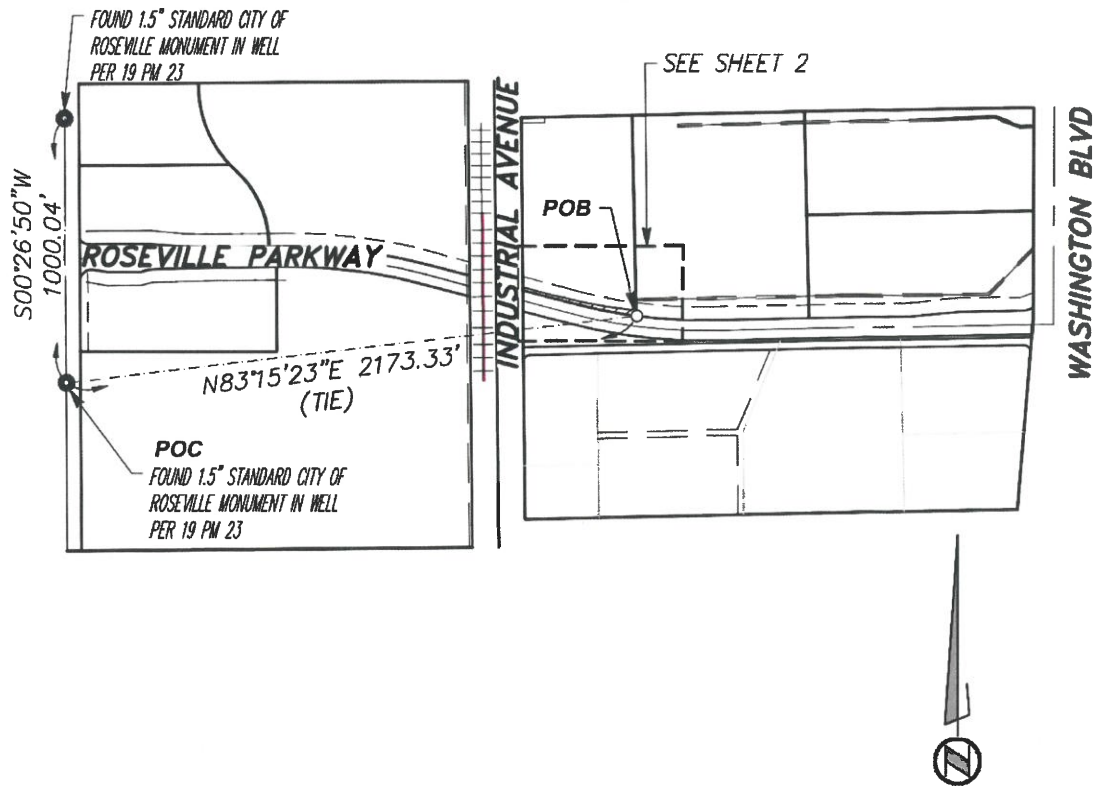
05/20/2021

Date

Exhibit "B-1"
Fee Simple Plat Map
1 of 2

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PM PARCEL MAP
- CB CHORD BEARING
- CH CHORD DISTANCE
- FOUND MONUMENT AS NOTED
- DIMENSION POINT
- ▨ PARCEL TO BE TRANSFERRED



BEARINGS AND DISTANCES SHOWN ARE BASED UPON THE CALIFORNIA COORDINATES SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET, DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN GROUND LEVEL DISTANCES.

SHEET 1 OF 2

 MARK THOMAS Scale: 1" = 600' Date May 2021 Drawn By AD Checked By SM		 CITY OF ROSEVILLE TRADITION • PRIDE • PROGRESS
--	--	--

Exhibit "B-1"
Fee Simple Plat Map
2 of 2

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 PM PARCEL MAP
 CB CHORD BEARING
 CH CHORD DISTANCE
 ● FOUND MONUMENT AS NOTED
 ○ DIMENSION POINT
 ▨ PARCEL TO BE TRANSFERRED

SEE SHEET 1 FOR BASIS OF BEARINGS

LINE TABLE

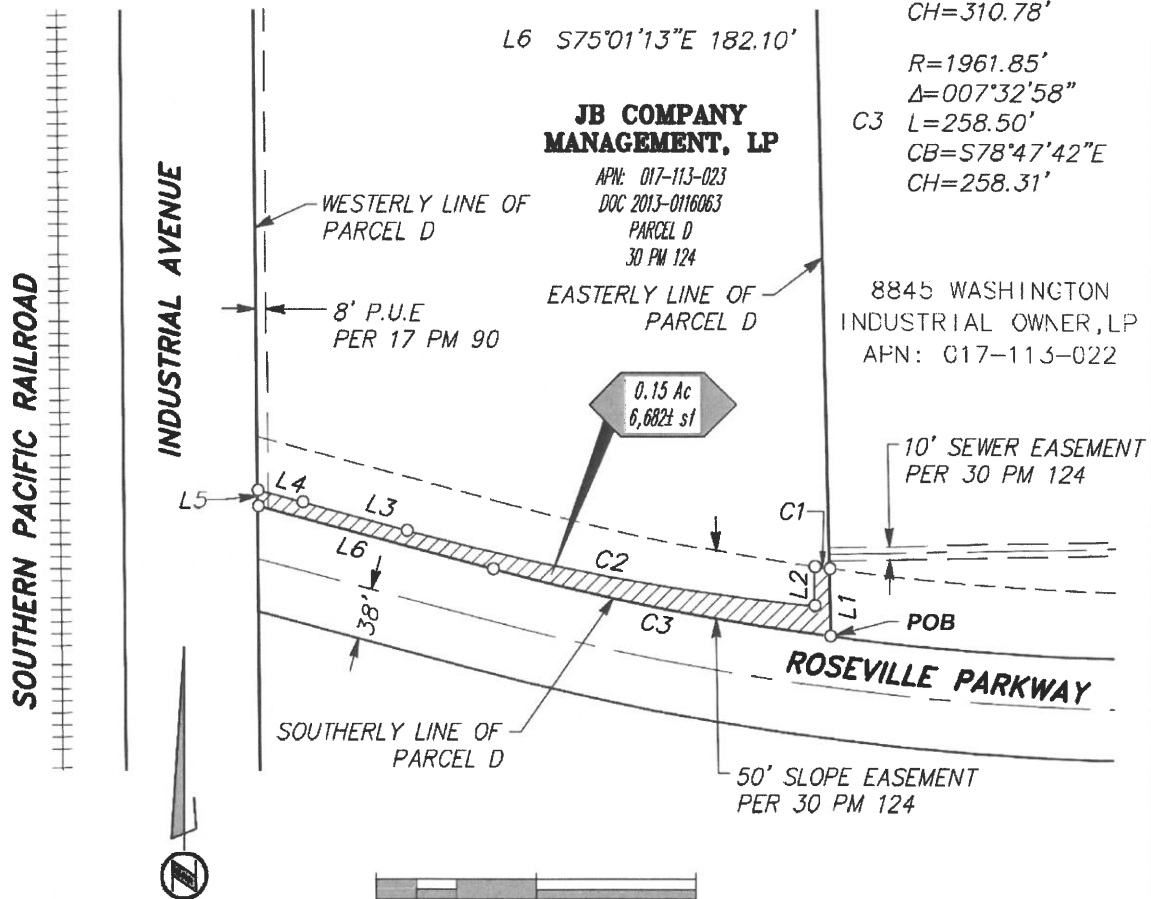
L1 N01°16'43"W 50.60'
 L2 S00°00'00"E 29.83'
 L3 N74°52'39"W 81.11'
 L4 N74°55'23"W 34.56'
 L5 S00°34'41"E 11.88'
 L6 S75°01'13"E 182.10'

CURVE TABLE

R=1911.85'
 Δ=000°20'05"
 C1 L=11.17'
 CB=N82°10'22"W
 CH=11.17'

 R=1954.00'
 Δ=009°07'21"
 C2 L=311.11'
 CB=N79°29'03"W
 CH=310.78'

 R=1961.85'
 Δ=007°32'58"
 C3 L=258.50'
 CB=S78°47'42"E
 CH=258.31'



SHEET 2 OF 2



MARK THOMAS

Scale: 1" = 120'
 Date May 2021
 Drawn By AD
 Checked By SM



Exhibit "A-2"
Drainage and Slope Easement Legal Description
1 of 2

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of PARCEL D of that certain Parcel Map titled ROSEVILLE PARKWAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 83°15'23" East, 2173.33 feet to the southeast corner of said PARCEL D; thence along the easterly line of said PARCEL D, North 01°16'43" West, 50.60 to the beginning of a non-tangent curve, concave northeasterly, having a radius of 1911.85 feet, and a chord bearing and distance of North 78°40'48" West, 244.08 feet, and the **Point of Beginning**; thence leaving said easterly line, the following two (2) courses:

1. Northwesterly along said curve, through a central angle of 07°19'11", 244.25 feet;
2. North 75°01'13" West, 196.02 feet to a point on the westerly line of said PARCEL D; thence along said westerly line, North 00°34'41" West, 21.20 feet; thence leaving said westerly line, South 77°31'20" East, 438.72 feet to said easterly line of PARCEL D; thence along said easterly line, South 01°16'43" East, 24.99 feet to the **Point of Beginning**.

Containing 0.28 acres or 12,021 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

Exhibit "A-2"
Drainage and Slope Easement Legal Description
2 of 2

This real property description has been prepared at Mark Thomas & Company, Inc., by me,
or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

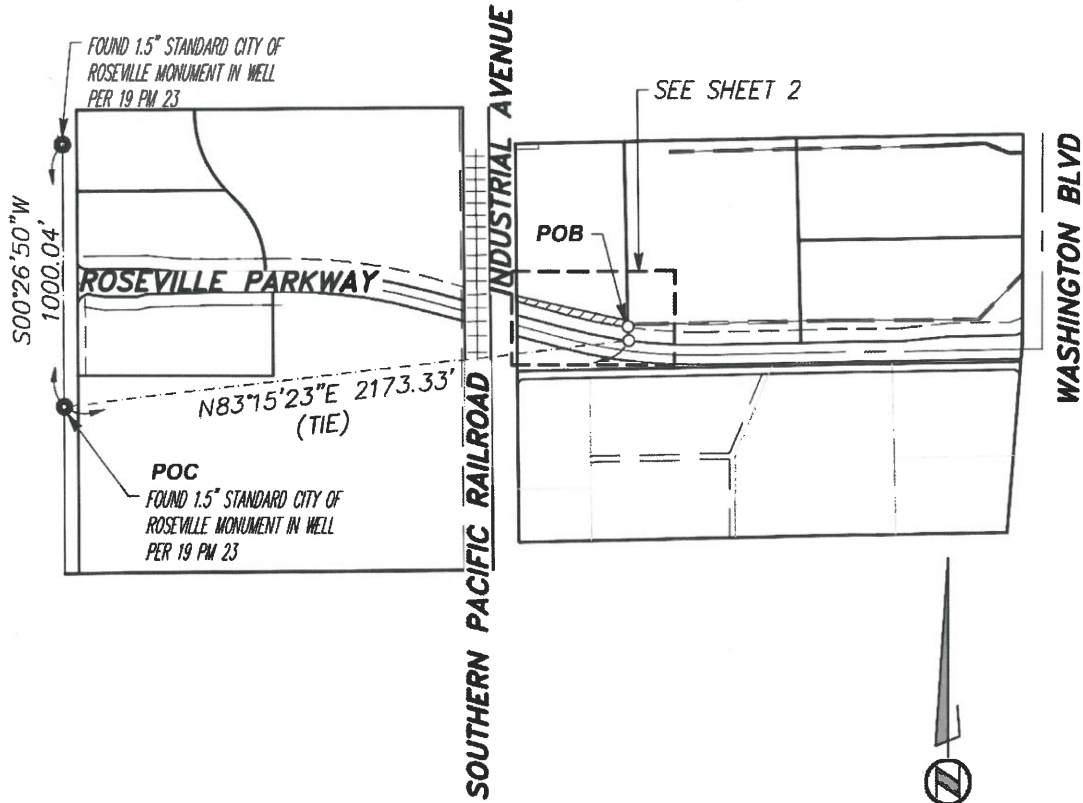
05/20/2021

Date

Exhibit "B-2"
Drainage and Slope Easement Plat Map
1 of 2

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PM PARCEL MAP
- CB CHORD BEARING
- CH CHORD DISTANCE
- FOUND MONUMENT AS NOTED
- DIMENSION POINT
- ▨ EASEMENT TO BE TRANSFERRED



BEARINGS AND DISTANCES ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET. DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN LEVEL DISTANCES.

SHEET 1 OF 2



MARK THOMAS

Scale: 1" = 600'
 Date May 2021
 Drawn By AD
 Checked By SM



Exhibit "B-2"
Drainage and Slope Easement Plat Map
2 of 2

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 PM PARCEL MAP
 CB CHORD BEARING
 CH CHORD DISTANCE
 ● FOUND MONUMENT AS NOTED
 ○ DIMENSION POINT
 ▨ EASEMENT TO BE TRANSFERRED

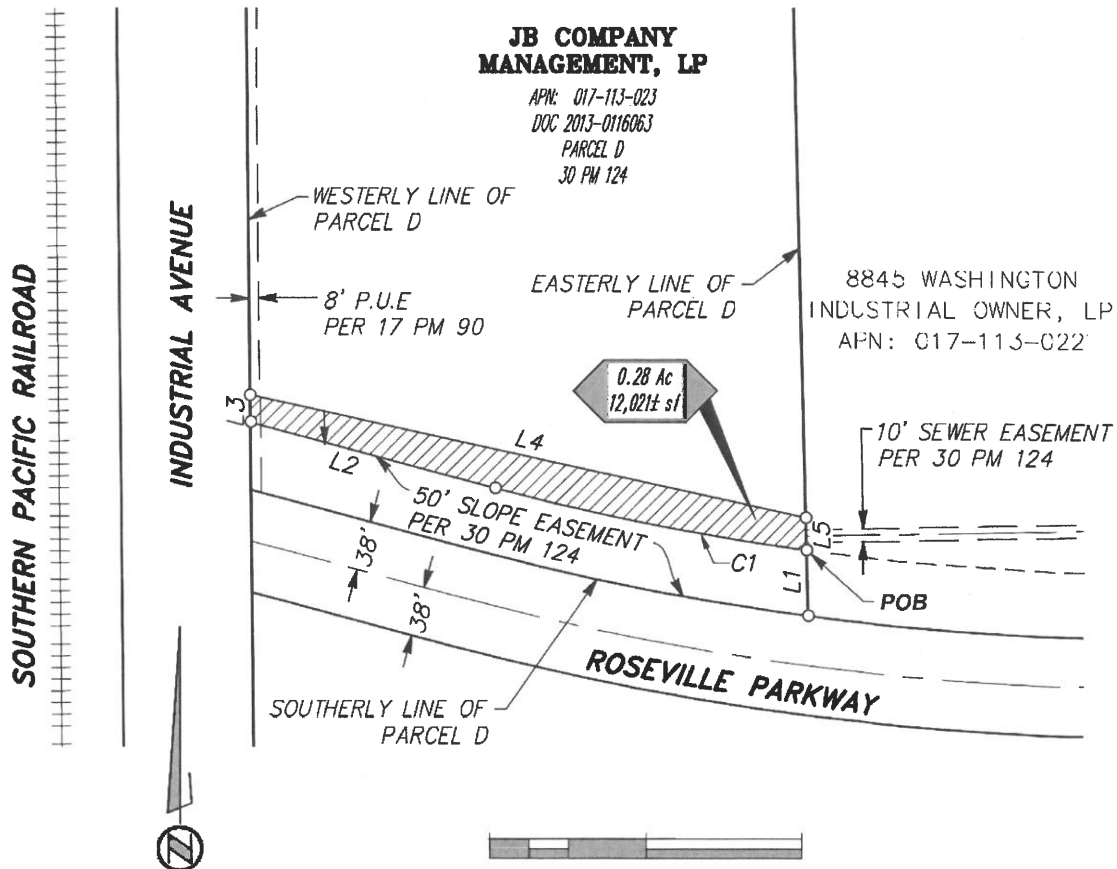
SEE SHEET 1 FOR BASIS OF BEARINGS

LINE TABLE

L1 N01°16'43"W 50.60'
 L2 N75°01'13"W 196.02'
 L3 N00°34'41"W 21.20'
 L4 S77°31'20"E 438.72'
 L5 S01°16'43"E 24.99'

CURVE TABLE

R=1911.85'
 $\Delta=007^{\circ}19'11''$
 C1 L=244.25'
 CB=N78°40'48"W
 CH=244.08'



SHEET 2 OF 2



MARK THOMAS

Scale: 1" = 120'
 Date May 2021
 Drawn By AD
 Checked By SM



Exhibit "C-1"
Escrow Instructions
Page 1 of 3

Insert Date:

Fidelity National Title Company
Escrow No.: 01004124-010-PA-KD

Project: City of Roseville – Roseville Parkway
Extension Project

Parcel No.: 017-113-023

Owner: JB Company Management LP

This escrow will be closed in connection with the City of Roseville, Roseville Parkway Extension Project. The following items have been checked to indicate the method in which this escrow identified by the above parcel number and escrow number is to be closed.

The sale price of this transaction is \$120,000.00.

 X Enclosed is a warrant in the sum of \$120,000.00.

 X Enclosed is the Grant Deed (granting a Fee Simple Interest) with attached certificate of acceptance, and a copy of the Agreement for Purchase.

 X Enclosed is the Drainage and Slope Easement Deed (granting various Easement Interests) with attached certificate of acceptance, and a copy of the Agreement for Purchase.

 X Taxes will be prorated and canceled as of close of escrow and any taxes due shall be paid to the County Tax collector from this escrow.

 No tax cancellation or proration will be necessary.

 X Policy of title insurance shall be issued in the amount of \$120,000.00 (land value only).

Proceeds from this transaction are to be sent to Grantor as follows:

JB Company Management LP
Attn: Gary Benvenuti
1825 Bell Street, Suite 100
Sacramento, CA 95825

You are authorized to record any documents, disburse any funds, and close this escrow when you are able to issue a title policy naming the City of Roseville as Grantee, free and clear of all liens, and encumbrances except the following as shown in your preliminary title report number 01004124-010-PA, dated June 29, 2020, Amended February 24, 2023, Amendment 4.

Exhibit "C-1"
Page 2 of 3

As to Fee Simple Interest and Drainage and Slope Easement:

<i>Exceptions Taken Subject To:</i> 1, 5, 7, 8, 13	<i>Exceptions To Be Cleared:</i> 2, 3, 4, 6, 9, 10, 11, 12, 14, 15, 16
---	---

Purchaser will pay for all costs of escrow and title insurance policy. The original policy together with two copies of the title insurance, all recorded documents, and your billing, should be sent to the following person at the close of escrow:

Jason Shykowski
Public Works Director
311 Vernon Street
Roseville, CA 95678

INSTRUCTIONS FROM SELLERS: In addition to the foregoing, you are hereby authorized to record and/or deliver the attached document to the City of Roseville upon receipt of a warrant in the amount of \$120,000.00, less any demands for liens, judgments, delinquent taxes and/or utilities, delinquent child support and/or alimony, or encumbrances. You are also authorized to obtain any required reconveyance (if fee being acquired) or subordination (if easement be in acquired) from the following Mortgagee:

Lender: _____

Loan No.: _____

Address: _____

Telephone: _____

Exhibit “C-1”
Page 3 of 3

**GRANTOR: JB COMPANY
MANAGEMENT LP**

CITY OF ROSEVILLE:

By:

Date: _____

By:

Date: _____

By (*Sign*)

Print Name

Date: _____



Fidelity National Title Company

1200 Concord Ave., #400, Concord, CA 94520 Phone:
(925) 288-8000 • Fax:

Issuing Policies of Fidelity National Title Insurance Company

Order No.: 01004124-010-PA-KD

Title Officer: Paul Jacobson

TO:

Escrow Officer: Paul Avila

City of Roseville

8525 Madison Avenue, Suite 110

311 Vernon Street, Public Works

Fair Oaks, CA 95628

Roseville, CA 95678

(916) 646-6018

(916) 224-2697

ATTN: .

YOUR REFERENCE:

PROPERTY ADDRESS: [APN 017-113-023-000, Roseville, CA](#)

AMENDED PRELIMINARY REPORT D

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a Florida Corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Countersigned by:

Authorized Signature



By:

Michael J. Nolan
President

ATTEST:

Marjorie Nemzura
Secretary



Fidelity National Title Company
1200 Concord Ave., #400, Concord, CA 94520
Phone: (925) 288-8000 • Fax:

AMENDED PRELIMINARY REPORT D

EFFECTIVE DATE: June 29, 2020 at 7:30 a.m., Amended: February 24, 2023, Amendment No. 4

ORDER NO.: 01004124-010-PA-KD

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

Fee and Easement Estate

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

JB Company Management LP, a California limited partnership

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY ROSEVILLE, IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL D, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "ROSEVILLE PARKWAY INDUSTRIAL CENTER, A PORTION OF PARCEL 1,21 PM 83, BEING A PORTION OF SECTIONS 21 AND 22, TOWNSHIP 11 NORTH, RANGE 6 E., MDM", FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA ON MARCH 8, 2002 IN [BOOK 30 OF PARCEL MAPS, AT PAGE 124](#).

PARCEL TWO:

EASEMENTS FOR ACCESS AND PARKING AS SET FORTH IN DOCUMENT ENTITLED "RECIPROCAL ACCESS AND PARKING AGREEMENT" RECORDED MARCH 8, 2002 AS [INSTRUMENT NO. 2002-26427 OF OFFICIAL RECORDS](#).

[APN: 017-113-023-000](#)

EXCEPTIONS**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 005-001
Tax Identification No.: 017-113-023-000
Fiscal Year: 2022-2023
1st Installment: \$6,463.18 , Paid
2nd Installment: \$6,463.18 , Unpaid
Exemption: \$0
Land: \$1,216,378.00
Improvements: \$0
Personal Property: \$0

3. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: public utilities
Affects: as shown on filed map
Recording No: Book 17 of Parcel Maps, Page 90

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Longmeadow Development Corporation, et al
Purpose: ingress and egress
Recording Date: July 18, 1995
Recording No: Instrument No. 95-36371 of Official Records
Affects: as described therein

EXCEPTIONS (Continued)

7. Matters contained in that certain document

Entitled: Deferred Improvement Agreement (Roseville Parkway Bus Stop)
Recording Date: December 11, 1998
Recording No: [Instrument No. 98-104333 of Official Records](#)

Reference is hereby made to said document for full particulars.

An agreement to modify the terms and provisions of the said document, as therein provided

Recording Date: June 11, 2014
Recording No: [Instrument No. 2014-38978 of Official Records](#)

8. Matters contained in that certain document

Entitled: Deferred Improvement Agreement
Recording Date: December 11, 1998
Recording No: [Instrument No. 2014-104334 of Official Records](#)

Reference is hereby made to said document for full particulars.

An agreement to modify the terms and provisions of the said document, as therein provided

Recording Date: June 11, 2014
Recording No: [Instrument No. 2014-38979 of Official Records](#)

9. Recitals as shown on that certain [map/plat](#)

Recording Date: March 08, 2002
Recording No: [Book 30 of Parcel Maps, Page 124](#)
Which among other things recites

Reference is hereby made to said document for full particulars.

10. Matters contained in that certain document

Entitled: Reciprocal Access and Parking Agreement
Recording Date: March 08, 2002
Recording No: [Instrument No. 2002-26427 of Official Records](#)

Reference is hereby made to said document for full particulars.

An agreement to modify the terms and provisions of the said document, as therein provided

Recording Date: June 11, 2014
Recording No: [Instrument No. 2014-38968 of Official Records](#)

**EXCEPTIONS
(Continued)**

11. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: March 08, 2002
Recording No: [Instrument No. 2002-26428 of Official Records](#)

12. Matters contained in that certain document

Entitled: Fire Pump Easement and Maintenance Agreement
Recording Date: March 08, 2002
Recording No: [Instrument No. 2002-26429 of Official Records](#)

Reference is hereby made to said document for full particulars.

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Sprint Communications Company, L.P., et al
Purpose: telecommunications
Recording Date: January 30, 2014
Recording No: [Instrument No. 2014-6467 of Official Records](#)
Affects: as described therein

14. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited partnership named below:

Name: JB Company Management, LP, a limited partnership

- a) A complete copy of the limited partnership agreement and all amendments thereto.
- b) Satisfactory evidence that the partnership was validly formed and is in good standing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

15. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

**EXCEPTIONS
(Continued)**

16. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
2. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Undeveloped Land/Unimproved properties, known as [APN 017-113-023-000](#), located within the city of Roseville, California, 95678, to an Extended Coverage Loan Policy.
3. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
5. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
6. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
7. Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
8. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
9. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

END OF INFORMATIONAL NOTES

Kevin Davis/gm



Inquire before you wire!

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC.

PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Exhibit "E-1"
Special Provisions

Construction Contract Work

CITY will not be performing any construction contract work.

Appraisal Summary Statement

Property Summary and Conclusion

Project Name	Roseville Parkway Extension
Address	E/S Industrial Ave., S/O Blue Oaks Blvd. Roseville, Placer County, California 95678
Property Type	Industrial Land
Owner of Record	JB Company Management LP
Tax ID	017-113-023
Land Area (Larger Parcel)	6.91 acres; 301,000 SF
Acquisition Area (in fee)	0.15 acres; 6,682 SF
Proposed Slope & Drainage Easement	0.28 acres; 12,021 SF
Zoning Designation	M-2, General Industrial
Highest and Best Use	Industrial use
Effective Date of the Appraisal	March 21, 2023
Date of the Report	April 13, 2023
Property Interest Appraised	Fee Simple & Easement
Fair Market Value Conclusion	\$120,000

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than the City of Roseville may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Statutory Basis of Valuation

The fair market value for the property to be acquired is based upon an appraisal prepared in accordance with accepted appraisal principles and procedures. The fair market value is based upon Code of Civil Procedures Section 1263.320 as defined below.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

- a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Code of Civil Procedure Section 1263.321 defines the Value for Nonprofit, Special Use Property as follows:

A just and equitable method of determining the value of non-profit, special use property for which there is no relevant, comparable market is as set forth in Section 824 of the Evidence Code, but subject to the exceptions set forth in subdivision (c) of Section 824 of the Evidence Code.

Summary of the Basis for Just Compensation

Primary reliance was placed upon the sales comparison approach, which is most relevant for valuing the subject property's underlying land. The sales comparison approach is based on a comparison of the subject property to similar recent land sales. The appraiser searched for comparable land sales. Adjustments made to the comparables included transactional characteristics (financing terms, conditions of sale, contributory value of improvements, market conditions at the time of sale, etc.), location, and physical characteristics (e.g. access & visibility, size & shape of parcel, topography & utility, off-sites, zoning & entitlements, etc.). Following is a list of principal transactions used to value the subject land.

Summary of Comparable Land Sales

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Zoning	\$/SF Land
1	8300 Industrial Ave. & 8477 Washington Roseville Placer County	May-22 Closed	\$1,000,000	85,535 1.96	M2	\$11.69
	Comments: This is the sale of two parcels totaling just over 1.96 acres. The parcels are separated by a rail line. Utilities are to the site, in the adjacent street. The buyer reportedly planned to use the parcels as yard storage. Although the buyer is an adjacent owner, the broker noted it was a market price.					
2	E/S Industrial Ave. Rocklin Placer County	May-22 Closed	\$4,168,500	749,232 17.20	LI	\$5.56
	Comments: This is the sale of 17.2 acres of industrial-zoned land for \$4,168,500.					
3	W/S Atherton Rd., N/O Menlo Dr. Rocklin Placer County	Feb-22 Closed	\$1,075,000	121,968 2.80	PD-LI	\$8.81
	Comments: This is the sale of 2.8 acres located along the west side of Atherton Road, north of Menlo Drive. All off-site improvements (curb, gutter, and sidewalk) are complete and utilities are available at the site.					
4	5600 Lonetree Blvd. Rocklin Placer County	Oct-21 Closed	\$3,798,500	474,804 10.90	PD-IP	\$8.00
	Comments: This comparable comprises the sale of 10.9 acres of vacant, commercial land in Rocklin. The parcel is nearly rectangular in shape and is situated adjacent to newer office/light industrial development as well as Strikes Unlimited.					
5	LogistiCenter at Southport 3520 Carlin Dr. West Sacramento Yolo County	Feb-20 Closed	\$6,177,000	988,594 22.70	M-2	\$6.25
	Comments: The buyer is Dermody Properties, which plans to construct a 379,161 SF industrial building. Although transfer taxes on the deed implied a sale price of \$6,179,000, a representative of the buyer confirmed the price was actually \$6,177,000.					
	Subject E/S Industrial Ave., S/O Blue Oaks Blvd. Roseville, CA			301,000 6.91	M-2	

A land value indicator of \$8.75 per square foot is concluded for the subject, which will be used in estimating the fair market value of the subject via the sales comparison approach. The City previously obtained a 50' wide easement (slope, landscape, and utility) along the south side of the property for purposes of the proposed project and now intends to acquire fee title to a 6,682-square-foot portion of that area. Due to the subject being encumbered by an existing slope, landscaping, and utility easement within the acquisition area, we have applied a negative adjustment equal to 75% of the fee value within this area to account for this encumbrance (6,682 square feet x \$8.75 per SF x 75%).

Land Value Conclusion

Indicated Value per Square Foot	\$8.75
Subject Square Feet	301,000
Indicated Value	\$2,633,750
Less Existing Easements	-\$43,851
Indicated Value	\$2,589,899

Value of the Part Acquired as Part of the Whole

The acquisition includes a 6,682-square-foot acquisition area (fee simple) as well as a 12,021-square-foot proposed slope and drainage easement. The fee simple acquisition area is encumbered with an existing easement for slope maintenance, landscape, and utilities.

The City previously obtained rights to use the fee acquisition area for landscaping, slope maintenance, and utilities for the Project and wishes to perfect rights to a fee interest. Based on the rights acquired, it appears the City has already acquired most of the potential uses within the fee acquisition area and the remaining rights are concluded to represent 25% of the fee simple rights.

For the proposed 12,021-square-foot slope and drainage easement, the area appears to extend beyond the landscape setback originally envisioned at the time of the final map for the property and the rights to be acquired within the proposed slope and drainage easement area are concluded to represent 100% of the fee simple value for that area.

Based on the previously indicated value indicator, the value of the part acquired as part of the whole is estimated as follows:

Part Acquired (Land)

Acquisition Areas	Land Area (SF)		Value Indicator		Remaining Rights		Conclusion
Acquisition Area (in fee)	6,682	x	\$8.75	x	25%	=	\$14,617
Proposed Slope & Drainage Easement	12,021	x	\$8.75	x	100%	=	\$105,184
Total							\$119,801

Remainder

Value of the Remainder as Part of the Whole

The value of the remainder as part of the whole is calculated as the difference between the value of the whole before acquisition and the value of the part acquired as part of the whole, as follows:

Value of the Remainder as Part of the Whole

Value of the whole prior to acquisition	\$2,589,899.38
Value of the part acquired as part of the whole	<u>-\$119,800.63</u>
Value of the remainder as part of the whole	\$2,470,098.75

Value of the Remainder After the Acquisition Before Considering Benefits

The most common method of estimating severance damages is to determine the extent to which the remainder has decreased in value. Damages are computed simply by subtracting the market value of the remainder in its after condition from the market value of the remainder in its before condition. Condemnation Practice in California (3d ed Cal CEB 2005)

The highest and best use of the property in the after condition does not change. The acquisition as proposed would not leave any uneconomic remnants of land.

Architectural site plans for construction of a building at the subject property in the "Before" and "After" condition (provided by the owner) were reviewed during the appraisal. The plans show a potential future building square future of 92,800 square feet in the "Before" condition and 87,400 square feet in the "After" condition. The subject property is vacant and it is anticipated that any future proposed development at the remainder "Before" or "After" would maximize utility of the site and thereby profitability for the developer, typical of a prudent owner. Since construction of a building has not begun at the property, a reduction in developer/entrepreneurial profit has not occurred as of the date of value, and therefore, would not equate to a difference in value per square foot for the remainder in the "After" condition.

To the best of our knowledge, Roseville Parkway was not planned with driveway access for the subject property. The current project plans to remove legal access along Roseville Parkway. Some of the owners along the planned roadway alignment may have anticipated benefits from the project (a driveway) which would not be realized under the current plan. Although the subject property's legal access is being reduced by the removal of future rights to access directly along Roseville Parkway, the property's existing physical access is not being changed and therefore the reduced legal access is concluded to not be "significant" and therefore non-compensable.

As vacant industrial-zoned land, the subject property is not unique or of a special nature and the best method of estimating severance damages is the difference in market value of the remainder in the "Before" and "After" condition, based on the sales comparison approach. Considering the comparable sales previously analyzed, the proposed acquisition and construction of the project as planned does not result in a lower conclusion of value per square foot for the remainder.

The value of the remainder after the acquisition is shown in the following table.

Value of Remainder After Acquisition Before Benefits

Remainder Areas	Land Area (SF)		Value Indicator (Per SF)		Remaining		Conclusion
Remaining Unencumbered Area	282,297	x	\$8.75	x	100%	=	\$2,470,098.75
Proposed Easement Area	<u>12,021</u>	x	\$8.75	x	0%	=	<u>\$0.00</u>
Total	294,318						\$2,470,098.75
Value of Remainder After Acquisition Before Benefits							\$2,470,098.75

The value of the remainder property, after the acquisition is the same as the value of the remainder as part of the whole and therefore no damages are concluded, as shown in the following table.

Damages	
Value of Remainder as Part of the Whole	\$2,470,098.75
- After Value before Considering Benefits	<u>\$2,470,098.75</u>
Resultant Damages	\$0

As there are no damages estimated, benefits are not measured and the appraisers reserve the right to re-analyze benefits at a later date if warranted.

Conclusion of Fair Market Value

For the reader's reference, the entire summation method is summarized in the following table.

Summation		
	Identification	Conclusion
A	Value of the whole prior to acquisition	\$2,589,899.38
B	Value of the part acquired as part of the whole	\$119,800.63
C	Value of the remainder as part of the whole (A-B)	\$2,470,098.75
D	Value of the remainder after the acquisition, disregarding benefits	\$2,470,098.75
E	Severance Damages (C-D)	\$0
F	Benefits	\$0
G	Fair Market Value of Rights Acquired (B+E)	\$119,800.63
	Rd.	\$120,000

As a result of our analysis, it is our opinion the fair market value of the rights taken for the proposed acquisition, in accordance with the definitions, certifications, assumptions and limiting conditions contained within this document, is:

Value Conclusion			
Value Type	Interest Appraised	Date of Value	Value Conclusion
Fair Market Value	Fee Simple & Easement	March 21, 2023	\$120,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The property appears to have physical and legal access to Industrial Avenue. It is assumed that legal access to Industrial Avenue is intact.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

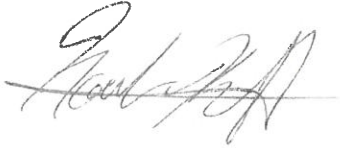
1. As of the effective date of value, the City of Roseville is considering the described acquisition for a roadway extension project (the "Project"). The fair market value of the part acquired ("before" value) is premised on the basis of the subject property's condition without regard to the proposed acquisition and under the presumption that the Project does not exist.
2. In order to consider potential severance damages and benefits, the "after" value (value of the remainder) is based on the hypothetical condition that the Project has been completed.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Integra Realty Resources

Sacramento

This summary statement is provided in compliance with the Uniform Act and is not intended to be an appraisal report under the Uniform Standards of Professional Appraisal Practice (USPAP). Supporting information related to the summary and assignment is retained within our workfile.



Noah Kauffman, MAI, R/W-AC
Certified General Real Estate Appraiser
California Certificate # 3004618



Kevin Ziegenmeyer, MAI
Certified General Real Estate Appraiser
California Certificate # AG013567

INFORMATION STATEMENT

This approved offer is presented in settlement of the acquisition of your property.

<u>\$119,801.00</u>	Fee Simple Acquisition
<u>\$ 00.00</u>	Severance Damages
<u>\$120,000.00</u>	Total (Rounded)

The value of your property that the City of Roseville seeks to purchase is based upon a market value appraisal prepared by an independent appraisal firm in accordance with accepted appraisal procedures. Valuation of your property is based upon an analysis of recent sales of comparable sites and similar properties in or near this locality with consideration to the highest and best use for development of the property. Any diminution in value of the remainder parcel, or costs to mitigate same, has also been considered.

Before arriving at a conclusion of value, the appraiser conducted an investigation in order to obtain necessary information. The investigation generally includes an inspection of the property, a review of any improvements, a review of the immediate surrounding and regional influences, the property zoning and permitted uses, a study of the highest and the best use of the property, easements which may exist on the property, the availability of utilities, access, and street improvements. The appraiser conducted interviews with knowledgeable persons, and collected comparable data and information relating to the value of the property and any cost of reproducing any improvements on the property.

The offer is the full amount believed by the City of Roseville to be just compensation for your property. It is not less than the City's highest approved appraisal of the Fair Market Value of the property. Any decreases or increases in the Fair Market Value of the real property prior to the date of the valuation caused by the public improvements or project for which the property is to be acquired, or by the likelihood that the property would be required for such improvement or project, other than due to physical deterioration within the reasonable control of the owner, have been disregarded by the City and its appraiser in making their determination of the Fair Market Value of such property.

FAIR MARKET VALUE, as used in the appraisal, is "the highest price on the date of valuation that would be agreed by a seller, being willing to sell but under no particular or urgent necessity for doing so, nor being obligated to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available." (Section 1263.320 Code of Civil Procedure)

The determination of just compensation does not reflect any consideration of or allowance for relocation assistance and payments to which you may be entitled to receive under applicable State or Federal Law or of the City's agreement to pay certain settlement costs such as recording, title or escrow fees.

This summary of the basis of the amount offered as just compensation is presented in compliance with State, and where applicable, Federal Law. Attached is an Appraisal Summary Statement including information pertinent to our offer to acquire the property.

In the event you are the owner of a business conducted on the property being acquired by the City, you may be entitled to compensation for loss of goodwill, if any, if you are able to make a showing of such loss pursuant to the requirements of California Code of Civil Procedure Section 1263.510.

Pursuant to California Code of Civil Procedure, Section 1263.025, should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs of said appraisal up to Five Thousand Dollars (\$5,000) subject to the following conditions:

- a. You, not the City, must order the appraisal. Should you enter into a contract with the selected appraiser; the City will not be a party to the contract;
- b. The selected appraiser must be licensed with the California Bureau of Real Estate Appraisers (BREAA), and said license must be in good standing;
- c. Appraisal cost reimbursement requests must be made in writing, and submitted to the following address:

City of Roseville
Department of Public Works
311 Vernon Street
Roseville, California, 95678

within ninety (90) days of the earliest of the following dates:

- (1) the date the selected appraiser requests payment from you for the appraisal; or
 - (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal.
- d. If the Property is owned jointly or in common by more than one person, City shall only be required to provide reimbursement to the first of such owners to make application for reimbursement.
 - e. Owner shall be solely liable for the payment of all costs associated with the appraisal in excess of Five Thousand Dollars (\$5,000), and shall hold City harmless from any claim for such costs.
 - f. Copies of the contract between the Owner and his appraiser (if a contract was made), appraisal report, invoice for the completed work by the appraiser, and proof of payment if same was made, must be provided to the City concurrent with the submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.

No Fee Document – Per Government Code §6103 & §27383
No Documentary Transfer Tax – Per R&T Code §11922

**RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:**

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

Project Name: Roseville Parkway Extension
Address: Along Industrial Avenue, Roseville
APN: 017-113-023
Escrow Number: 01004124-010-PA-KD

The Above Space For Recorder's Use Only

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **JB COMPANY MANAGEMENT LP, a California limited partnership ("GRANTOR")**, hereby grants to the **CITY OF ROSEVILLE, a municipal corporation ("GRANTEE")**, all that real property situated in the City of Roseville, County of Placer, State of California, described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof.

Dated this _____ day of _____, 20__.

Grantor: **JB COMPANY MANAGEMENT LP, a California limited partnership**

By: _____
Print name: _____
Title: _____

By: _____
Print name: _____
Title: _____

Exhibit "A"
Legal Description
1 of 2

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of

PARCEL D of that certain Parcel Map titled ROSEVILLE PARKWAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 83°15'23" East, 2173.33 feet to the southeast corner of said PARCEL D and the **Point of Beginning**; thence along the easterly line of said PARCEL D, North 01°16'43" West, 50.60 feet to the beginning of a non-tangent curve, concave northeasterly having a radius of 1911.85 feet, and a chord bearing a distance of North 82°10'22" West, 11.17 feet; thence leaving said easterly line, the following five (5) courses:

1. Westerly along said curve, through a central angle of 00°20'05", 11.17 feet;
2. South 00°00'00" East, 29.83 feet to the beginning on a non-tangent curve, concave northeasterly, having a radius of 1954.00 feet, and a chord bearing and distance of North 79°29'03" West, 310.78 feet;
3. Northwesterly along said curve, through a central angle of 09°07'21", 311.11 feet;
4. North 74°52'39" West, 81.11 feet;
5. North 74°55'23" West, 34.56 feet to a point on the westerly line of said PARCEL D; thence along said westerly line, South 00°34'41" East, 11.88 feet to the southwest corner of said PARCEL D; thence leaving said easterly line and along the southerly line of said PARCEL D, the following two (2) courses:

Exhibit "A"
Legal Description
2 of 2

1. South 75°01'13" East, 182.10 feet to the beginning of a tangent curve, concave northeasterly having a radius of 1961.85 feet, a chord bearing a distance of South 78°47'42" East, 258.31 feet;
2. Southeasterly along said curve, through a central angle of 07°32'58", 258.50 feet to the to the **Point of Beginning**.

Containing 0.15 acres or 6,682 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

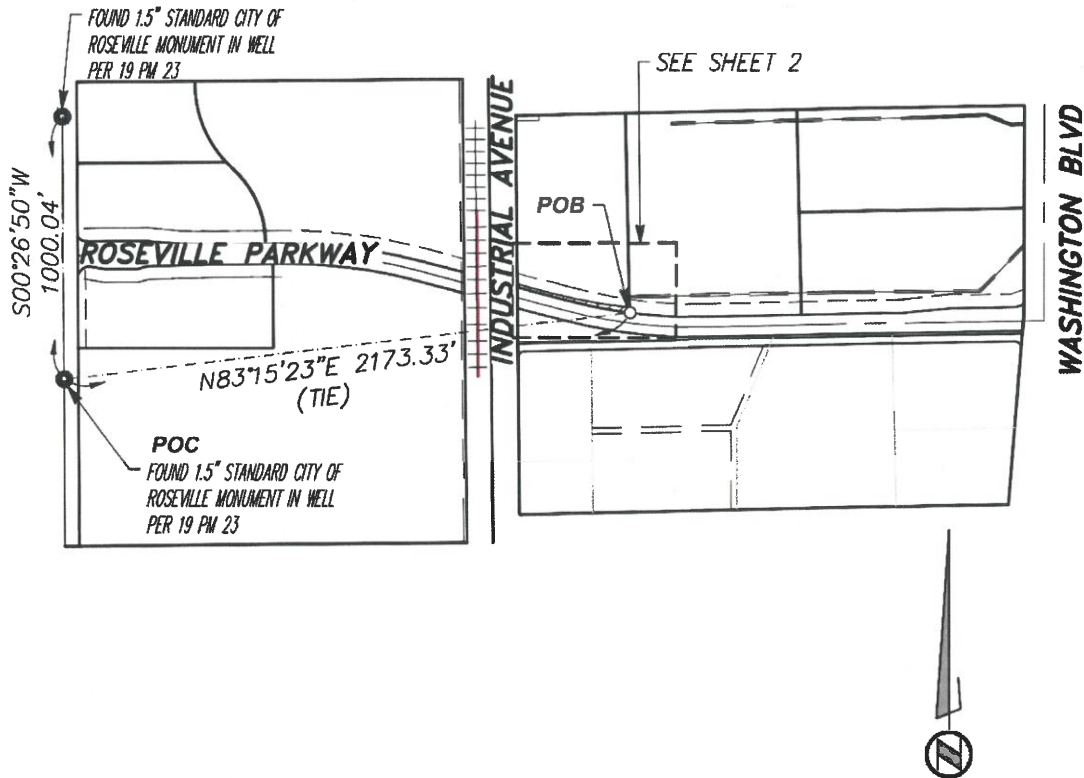
05/20/2021

Date

Exhibit "B"
Plat Map
1 of 2

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PM PARCEL MAP
- CB CHORD BEARING
- CH CHORD DISTANCE
- FOUND MONUMENT AS NOTED
- DIMENSION POINT
- ▨ PARCEL TO BE TRANSFERRED



BEARINGS AND DISTANCES SHOWN ARE BASED UPON THE CALIFORNIA COORDINATES SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET, DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN GROUND LEVEL DISTANCES.

SHEET 1 OF 2

 MARK THOMAS Scale: 1" = 600' Date May 2021 Drawn By AD Checked By SM	Page 4 of 2	 CITY OF ROSEVILLE TRADITION • PRIDE • PROGRESS
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Exhibit "B"
Plat Map
2 of 2

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 PM PARCEL MAP
 CB CHORD BEARING
 CH CHORD DISTANCE
 ● FOUND MONUMENT AS NOTED
 ○ DIMENSION POINT
 ▨ PARCEL TO BE TRANSFERRED

SEE SHEET 1 FOR BASIS OF BEARINGS

LINE TABLE

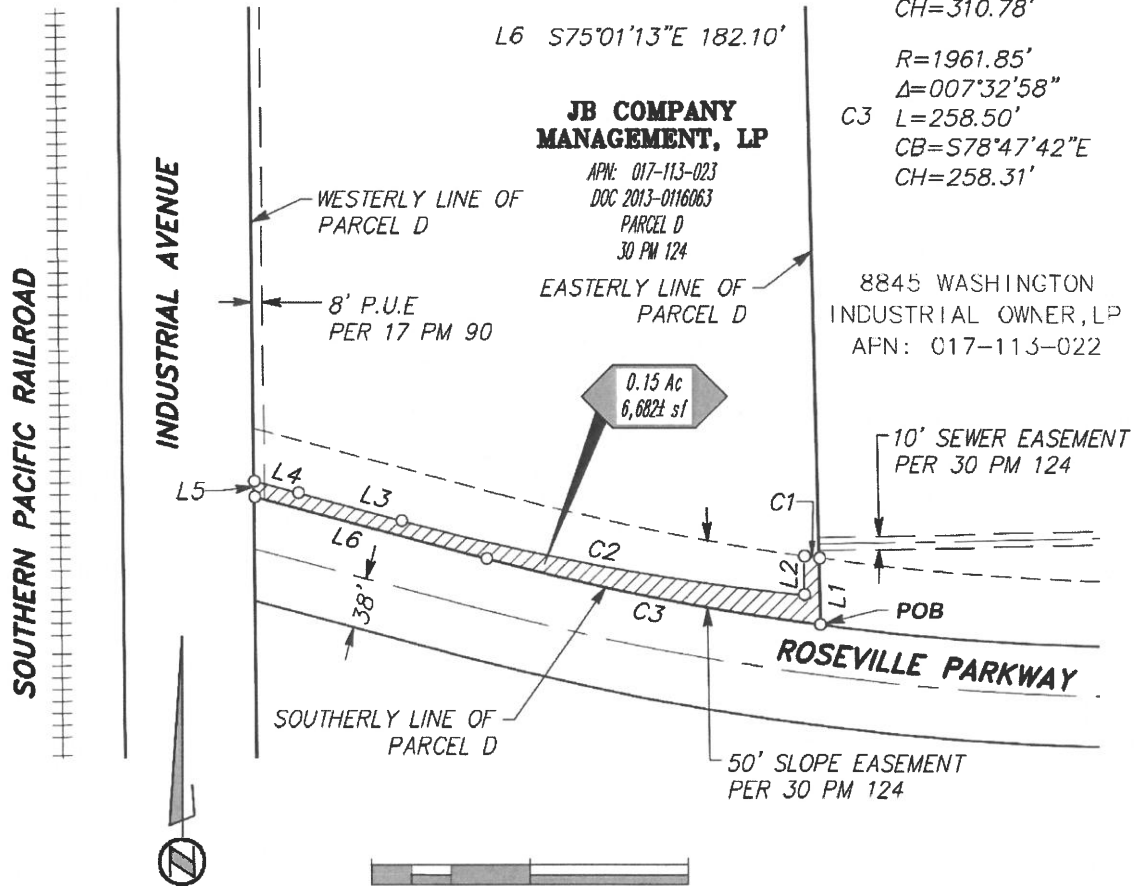
L1 N01°16'43"W 50.60'
 L2 S00°00'00"E 29.83'
 L3 N74°52'39"W 81.11'
 L4 N74°55'23"W 34.56'
 L5 S00°34'41"E 11.88'
 L6 S75°01'13"E 182.10'

CURVE TABLE

R=1911.85'
 $\Delta=000^{\circ}20'05''$
 C1 L=11.17'
 CB=N82°10'22"W
 CH=11.17'

R=1954.00'
 $\Delta=009^{\circ}07'21''$
 C2 L=311.11'
 CB=N79°29'03"W
 CH=310.78'

R=1961.85'
 $\Delta=007^{\circ}32'58''$
 C3 L=258.50'
 CB=S78°47'42"E
 CH=258.31'



SHEET 2 OF 2



MARK THOMAS

Scale: 1" = 120'
 Date May 2021
 Drawn By AD
 Checked By SM



No Fee Document – Per Government Code §6103 & §27383
No Documentary Transfer Tax – Per R&T Code §11922

**RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:**

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

Project Name: Roseville Parkway Extension
Address: Along Industrial Avenue, Roseville
APN: 017-113-023
Escrow Number: 01004124-010-PA-KD

The Above Space For Recorder's Use Only

DRAINAGE AND SLOPE EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **JB COMPANY MANAGEMENT LP, a California limited partnership ("GRANTOR")**, hereby grants to the **CITY OF ROSEVILLE, a municipal corporation ("GRANTEE")**, a Drainage and Slope Easement for the purpose of constructing, replacing, repairing, removing, maintaining or modifying thereon a slope and drainage ditch, or pipeline for drainage purposes, together with appurtenant structures in, upon, over, and across the following described real property in the City of Roseville, County of Placer, State of California, described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein by reference

Together with the perpetual right and privilege of flowing water in, through, and along said drainage ditch or pipeline in such amounts and at such times as Grantee shall deem necessary, and the right of ingress and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

The herein described Drainage and Slope Easement shall be kept free of structures and obstructions that impair the intended use of or are inconsistent with the purposes of the easement.

Dated this _____ day of _____, 20__.

Grantor: **JB COMPANY MANAGEMENT LP, a California limited partnership**

By: _____

Print name: _____

Title: _____

By: _____

Print name: _____

Title: _____

Exhibit "A"
Legal Description
1 of 2

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of

PARCEL D of that certain Parcel Map titled ROSEVILLE PARKWAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 83°15'23" East, 2173.33 feet to the southeast corner of said PARCEL D; thence along the easterly line of said PARCEL D, North 01°16'43" West, 50.60 to the beginning of a non-tangent curve, concave northeasterly, having a radius of 1911.85 feet, and a chord bearing and distance of North 78°40'48" West, 244.08 feet, and the **Point of Beginning**; thence leaving said easterly line, the following two (2) courses:

1. Northwesterly along said curve, through a central angle of 07°19'11", 244.25 feet;
2. North 75°01'13" West, 196.02 feet to a point on the westerly line of said PARCEL D; thence along said westerly line, North 00°34'41" West, 21.20 feet; thence leaving said westerly line, South 77°31'20" East, 438.72 feet to said easterly line of PARCEL D; thence along said easterly line, South 01°16'43" East, 24.99 feet to the **Point of Beginning**.

Containing 0.28 acres or 12,021 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

Exhibit "A"
Legal Description
1 of 2

This real property description has been prepared at Mark Thomas & Company, Inc., by
me, or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel K. McIntyre, PLS 9313

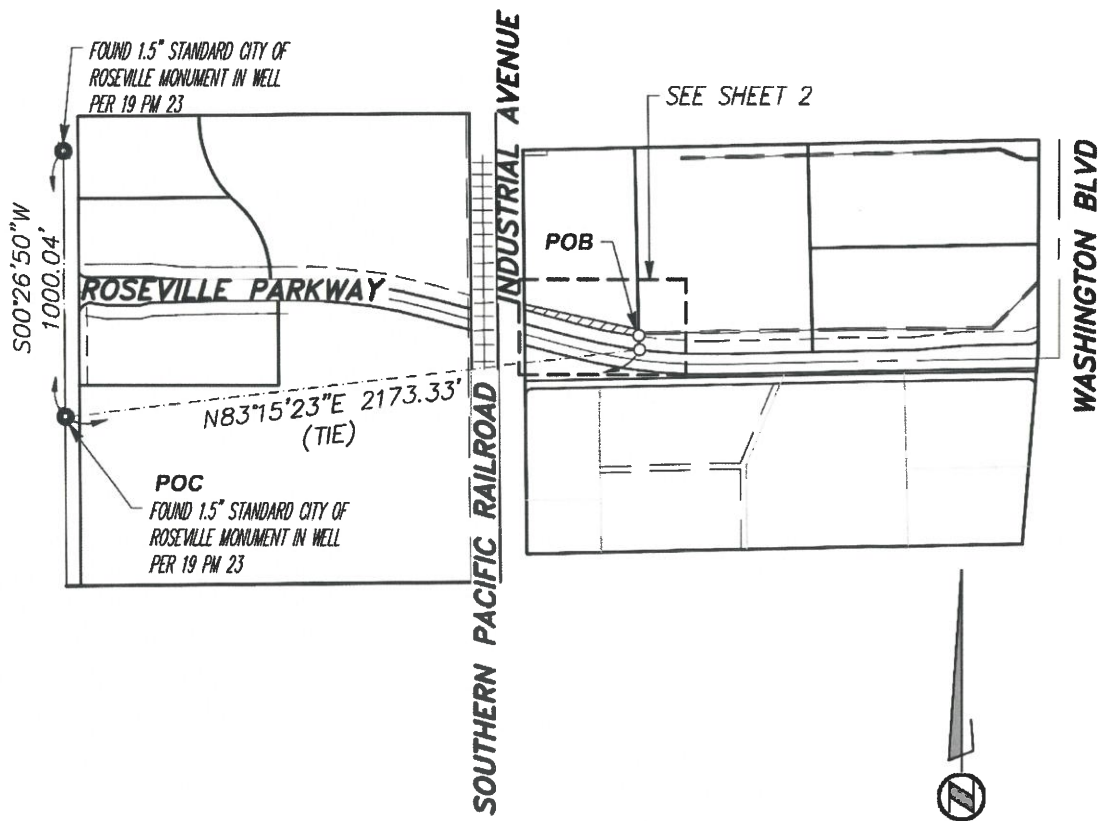
05/20/2021

Date

Exhibit "B"
Plat Map
1 of 2

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PM PARCEL MAP
- CB CHORD BEARING
- CH CHORD DISTANCE
- FOUND MONUMENT AS NOTED
- DIMENSION POINT
- ▨ EASEMENT TO BE TRANSFERRED



BEARINGS AND DISTANCES ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET. DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN LEVEL DISTANCES.

SHEET 1 OF 2

 MARK THOMAS Scale: 1" = 600' Date May 2021 Drawn By AD Checked By SM	Page 4 of 2		 CITY OF ROSEVILLE TRADITION • PRIDE • PROGRESS
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Exhibit "B"
Plat Map
2 of 2

LEGEND

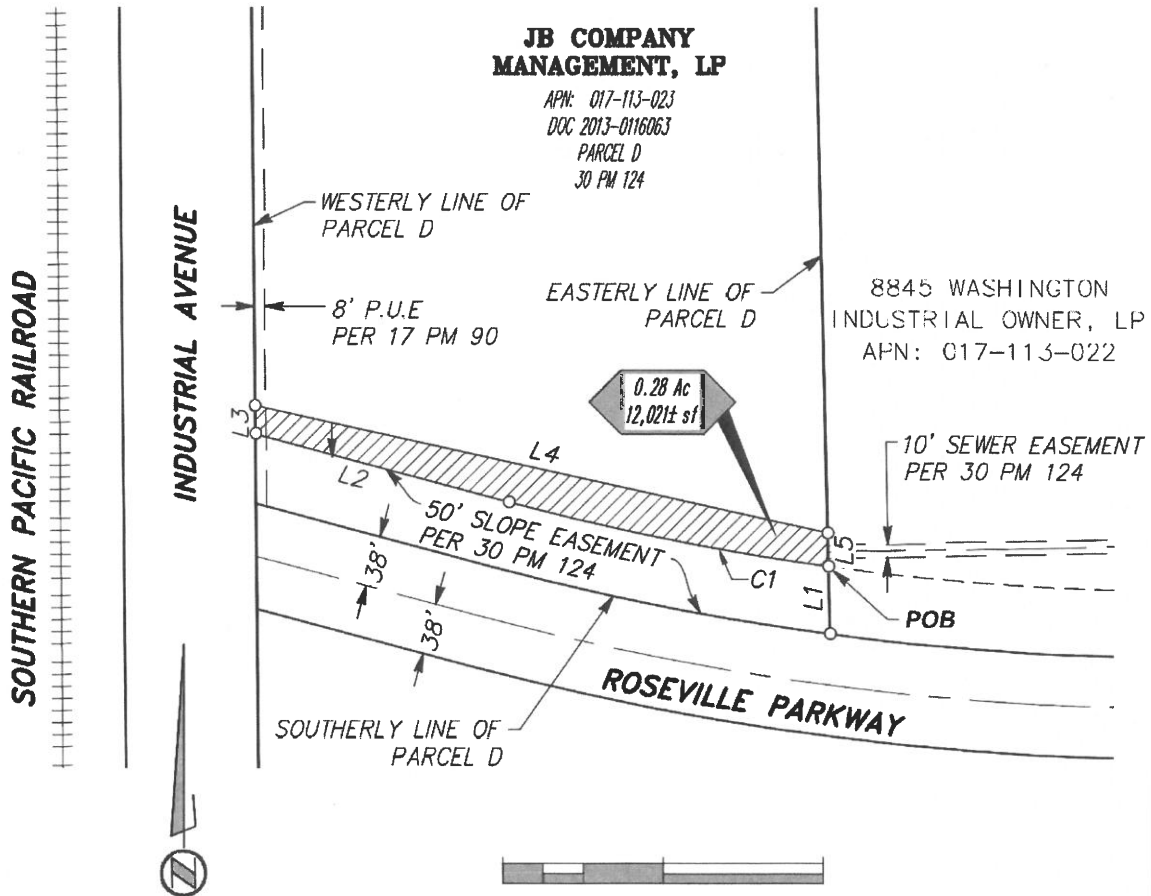
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 PM PARCEL MAP
 CB CHORD BEARING
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 SEE SHEET 1 FOR BASIS OF BEARINGS

LINE TABLE

L1 N01°16'43"W 50.60'
 L2 N75°01'13"W 196.02'
 L3 N00°34'41"W 21.20'
 L4 S77°31'20"E 438.72'
 L5 S01°16'43"E 24.99'

CURVE TABLE

R=1911.85'
 $\Delta=007^{\circ}19'11''$
 C1 L=244.25'
 CB=N78°40'48"W
 CH=244.08'



SHEET 2 OF 2



MARK THOMAS

Scale: 1" = 120'
 Date May 2021
 Drawn By AD
 Checked By SM



Your Rights under Title VI

This leaflet is designed to notify you of the requirements of Title VI of the Civil Rights Act of 1964 and your rights under those requirements.

WHAT IS TITLE VI?

Title VI is a statute provision of the Civil Rights Act of 1964. President John F. Kennedy referred to Title VI as "Simple Justice – requiring that [all] public funds to which taxpayers of all races contribute not be spent in any fashion which encourages, entrenches, subsidizes or results in racial discrimination."

Title VI (Sec. 601) of the Civil Rights Act of 1964 provides that:

"No person in the United States shall, 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." (42 USC Sec. 2000d)

Additionally, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994 provides that:

"Each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."

WHAT DOES THIS MEAN?

This means utilization of and access to all departmental programs, services or benefits derived from any City of Roseville activity will be administered without regard to race, color, or national origin.

The City of Roseville will not tolerate discrimination by its employees or sub-recipients of Federal funds. City of Roseville prohibits all discriminatory practices, which may result in:

- Denial to an individual of any service, financial aid or benefit provided under the program to which he or she may otherwise be entitled
- Different standards or requirements for participation
- Segregation or separate treatment in any part of a program

- Distinctions in quality, quantity, or manner in which a benefit is provided
- Discrimination in any activities conducted in a facility built in whole or part with Federal funds

To ensure compliance with Title VI and the Presidential Executive Order on Environmental Justice, the City of Roseville will:

- Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations
- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations

BENEFITS AND SERVICES

All of the work the City of Roseville performs is intended to assist the water conveyance needs of all people regardless of race, color, national origin and /or socio-economic status.

WHO BEARS RESPONSIBILITY TO TITLE VI?

All City of Roseville employees, and its functional programs.

ARE YOUR RIGHTS BEING VIOLATED?

All recipients of City of Roseville services are entitled to fair and equal benefits and services. If you believe your rights have been violated, on the basis of discrimination, because of your race, color, or national origin, you may file a written complaint with the City of Roseville. The address and telephone number of the office is:

Jesse Khatkar
Public Works – Engineering
City of Roseville
311 Vernon Street
Roseville, CA 95678
(916) 774-5434

TITLE VI FREQUENTLY ASKED QUESTIONS

What is Title VI?

- Title VI of the Civil Rights Act of 1964 states that “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity that receives Federal financial assistance.”
- The rights of women, the elderly and the disabled are protected under Related Statutes.
- Presidential Executive Order 12898 addresses environmental justice in Minority and Low-Income populations.
- Presidential Executive Order 13166 addresses services to those individuals who are limited English proficient.
- The above Presidential Executive Orders and Related Statutes fall under the umbrella of Title VI.

What is a recipient of federal financial assistance?

- Federal financial assistance includes grants, training, use of equipment, donations of surplus property and other assistance.
- Subrecipients are also covered when federal funds are passed from one recipient to a sub recipient.
- Recipients of federal funds range from state and local agencies, to nonprofits and other organizations.

Who are considered persons under Title VI?

All individuals are considered persons under Title VI. The Supreme Court has held that undocumented aliens are considered “persons” under the equal protection clause of the Fifth and Fourteenth Amendments.

What does Title VI do?

- Prohibits entities from discriminatorily denying a protected individual any service, financial aid, or other benefit under the covered program and activities.
- Prohibits entities from providing services or benefits to some individuals that are different from or inferior (in either quantity or quality) to those provided to others.
- Prohibits segregation or separate treatment in any manner related to the receiving program services or benefits.

- Prohibits entities from imposing different standards or conditions as prerequisites for serving individuals.

Who must comply?

- State and local government agency distributing Federal assistance or entity distributing Federal assistance to the State or local government agency.
- Entire corporation, partnership, or other private organization, or a sole proprietorship.
- Entire plant or private corporation or other organization that is a geographically separate facility to which Federal financial assistance is extended.

What does Title VI cover?

- All Advertisements
- Bid proposals
- Contracts/subcontracts
- Title VI reports, issues, and complaints
- Public meetings
- Title VI contract provisions and other legal documents

What discrimination is prohibited by Title VI?

- There are many forms of illegal discrimination based on race, color, or national origin that can limit the opportunity of minorities to gain equal access to services, programs, and activities. Among other things, in operating a federally assisted program, a recipient cannot on the basis of race, color or nation origin, either directly or through contractual means:
- Deny program services, activities, or benefits
- Provide different services, activities, or benefits, or provide them in a manner different than they are provided to others; or
- Segregate or separately treat individuals in any matter related to the receipt of any services, activities, or benefits.

What is meant by the term “program or activity?”

The term encompasses the entire institution receiving Federal financial assistance. For example, all of the programs or activities of a state or local agency are subject to Title VI even though it is only part of the total budget. The law is applied institution-wide. The Civil Rights Restoration Act of 1987 amended Title VI and related statutes by adding a broad definition of program or activity.

Who is a Limited English Proficient (LEP) individual?

Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient. These individuals are entitled to language assistance to ensure equal access to programs, services or activities.

What are the relevant laws concerning language access for LEP individuals?

- Title VI of the Civil Rights Act of 1964, and the Title VI regulations, prohibiting discrimination based on national origin.
- Executive Order 13166 issued in 2000 reiterates the requirement to take responsible steps to ensure meaningful access to benefits, services, and information for LEP persons and recommends that the recipients develop a language implementation plan.
- Dymally-Alatorre Bilingual Services Act is California State law enacted in 1973 that requires all State Departments involved in furnishing information or rendering services to the public, whereby contact is made with a substantial number (five percent) of non/or limited English speaking persons, shall employ a sufficient number of qualified bilingual persons in public contact positions to ensure information and services are provided in the language of the non-English speaking person.

Who may file a Title VI complaint?

Complaints may be filed by any individual or group who believes:

- Their rights under Title VI have been violated in a discriminatory manner
- The City's programs or activities do not comply with Federal civil rights laws. They have been treated in a disparate manner.

Discrimination

An act (or action) whether intentional or unintentional through which a person solely because of race, color, religion, gender, or national origin has been otherwise subjected to unequal treatment under any program or activities receiving Federal financial assistance.

Disparate Treatment

Disparate treatment is inconsistent application of rules and policies to one group of people over another. Discrimination may result when rules and policies are applied differently to member of protected classes.

How can an individual or group file a complaint?

An individual or group can complete the City's complaint form. This form has been developed to assist the complainant. The complaint form is not required to be used. The City will accept a letter from the complainant. The complaint should be forwarded to the Title VI Coordinator. Every effort will be made to complete the investigation within 180 days



April 12th, 2023

VIA FIRST CLASS MAIL AND Certified MAIL

JB Company Management, LP
Attn: Gary Benvenuti
1825 Bell Street, Suite 100
Sacramento, CA 95825

RE: **AMENDED NOTICE OF INTENTION TO ADOPT A RESOLUTION OF
NECESSITY FOR ACQUISITION OF CERTAIN REAL PROPERTIES**

**Site Address: East side of Industrial Ave., north side of
future Roseville Pkwy.
Roseville, CA 95678**

APN: 017-113-023, Placer County

Dear Mr. Benvenuti:

This notice is sent pursuant to Code of Civil Procedure § 1245.235 because you are the recorded owners of the real property described above.

The City previously sent you a notice pursuant to Code of Civil Procedure § 1245.235 with a hearing date of April 19th, 2023. This amended notice extends the hearing date to allow additional time for negotiations.

The date of the hearing is revised to **Wednesday, May 17, 2023**, or as soon thereafter as the City of Roseville can hear said matter, at the Council Chambers located at City of Roseville's Civic Center, 311 Vernon Street, Roseville, CA 95678.

This notice concerns a portion of the property located at the east side of Industrial Ave., north side of future Roseville Pkwy., Roseville, CA 95678, bearing the Placer County Assessor Parcel No. 017-113-023 ("the Property"). As you know, the City of Roseville ("the City") has been investigating the acquisition of a partial fee simple interest and a drainage and slope easement, as depicted in the attached Exhibit A, on the Property to construct the Roseville Parkway Extension Project, which includes a new 4-lane bridge over Industrial Avenue and the Union Pacific Railroad with associated road segments to connect existing Roseville Parkway between Foothills Boulevard and Washington Boulevard.

You, as a person claiming or having an interest in and to the Property, are hereby notified that you have the right to appear and be heard on the issues to be considered at that hearing. The issues which will be considered are set forth in California Code of Civil Procedure Section 1240.030, and include:

1. Whether or not the public interest and necessity require the Project;

2. Whether or not the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether or not the Property sought to be acquired is necessary for this Project;
4. Whether the offer to purchase as required by section 7267.2 of the California Government Code has been made to the owner of the Property;

If you wish to be heard at this hearing, you **MUST FILE A WRITTEN REQUEST**, indicating your intent to appear and be heard, within fifteen (15) days of the mailing of this notice by filing or delivering that written request to the City of Roseville, Attn: Jason Shykowski, Public Works Director, at 311 Vernon Street, Roseville, CA 95678. The date of mailing appears at the end of this Notice.

You may use the enclosure for the purpose of notifying the City of Roseville of your intent and desire to be heard. Your failure to timely file a written request to appear and be heard may result in a waiver of your right to be heard. If you elect not to appear and not to be heard, you will only be foreclosed from raising in a court of law the issues that are the subject of this noticed hearing and that are concerned with the right to take the Property by eminent domain.

The amount of the compensation to be paid for the acquisition of the Property is not a matter or issue being heard by the City Council at this time. Your nonappearance at this noticed hearing will not prevent you from claiming greater compensation, as may be determined by a court of law in accordance with the laws of the State of California. This notice is not intended to foreclose future negotiations between you and the City of Roseville on the amount of compensation to be paid for the property.

The City continues to be open to negotiating a voluntary agreement for the acquisition and hopes a signed agreement can be obtained prior to the hearing. For further information, contact James Staudinger, with Interwest Consulting Group, at (714) 914-2191.

Sincerely,



Jason Shykowski
Public Works Director

cc: Michelle Sheidenberger, City Attorney

**REQUEST TO BE HEARD ON RESOLUTION OF NECESSITY
FOR THE ACQUISITION OF CERTAIN REAL PROPERTIES**

Name _____ Telephone _____

Address

Date _____ Signature _____

DECLARATION OF PROOF OF SERVICE BY CERTIFIED MAIL

I, James Staudinger, declare as follows:

I am over the age of 18 and not a party to the above-entitled action. My business address is 9300 W Stockton Blvd Suite 105, Elk Grove, CA 95758.

On April ___, 2023, I served the document described as:

Letter to JB Company Management, LP, dated April 12th, 2023 Re: NOTICE OF INTENTION TO ADOPT A RESOLUTION OF NECESSITY FOR ACQUISITION OF CERTAIN REAL PROPERTIES, Site Address: East side of Industrial Ave., north side of future Roseville Pkwy., Roseville, CA 95678, APN: 017-113-023, Placer County

**JB Company Management, LP
Attn: Gary Benvenuti
1825 Bell Street, Suite 100
Sacramento, CA 95825**

I am familiar with the Post Office's practice for collecting and processing of correspondence for mailing at said address. The correspondence above-referenced to would be deposited in the United States Postal Service that same day in the ordinary course of business; and said envelopes were sealed and placed for collection and mailing on the date following ordinary business practices.

I declare under penalty of perjury, under laws of the State of California that the foregoing is true and correct.

Executed on April ___, 2023 at Elk Grove, California.

James Staudinger
Project Manager/Senior Acquisition Agent
Interwest Consulting Group

Exhibit A

EXHIBIT "A"
LEGAL DESCRIPTION

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of PARCEL D of that certain Parcel Map titled ROSEVILLE PARKWAY INDUSTRIAL CENTER, recorded March 8, 2002 in Book 30 of Parcel Maps, at Page 124, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP recorded in Book 19 of Parcel Maps, at Page 23; thence North 83°15'23" East, 2173.33 feet to the southeast corner of said PARCEL D and the **Point of Beginning**; thence along the easterly line of said PARCEL D, North 01°16'43" West, 50.60 feet to the beginning of a non-tangent curve, concave northeasterly having a radius of 1911.85 feet, and a chord bearing a distance of North 82°10'22" West, 11.17 feet; thence leaving said easterly line, the following five (5) courses:

1. Westerly along said curve, through a central angle of 00°20'05", 11.17 feet;
2. South 00°00'00" East, 29.83 feet to the beginning on a non-tangent curve, concave northeasterly, having a radius of 1954.00 feet, and a chord bearing and distance of North 79°29'03" West, 310.78 feet;
3. Northwesterly along said curve, through a central angle of 09°07'21", 311.11 feet;
4. North 74°52'39" West, 81.11 feet;
5. North 74°55'23" West, 34.56 feet to a point on the westerly line of said PARCEL D; thence along said westerly line, South 00°34'41" East, 11.88 feet to the southwest corner of said PARCEL D; thence leaving said easterly line and along the southerly line of said PARCEL D, the following two (2) courses:

1. South $75^{\circ}01'13''$ East, 182.10 feet to the beginning of a tangent curve, concave northeasterly having a radius of 1961.85 feet, a chord bearing a distance of South $78^{\circ}47'42''$ East, 258.31 feet;
2. Southeasterly along said curve, through a central angle of $07^{\circ}32'58''$, 258.50 feet to the to the **Point of Beginning**.

Containing 0.15 acres or 6,682 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

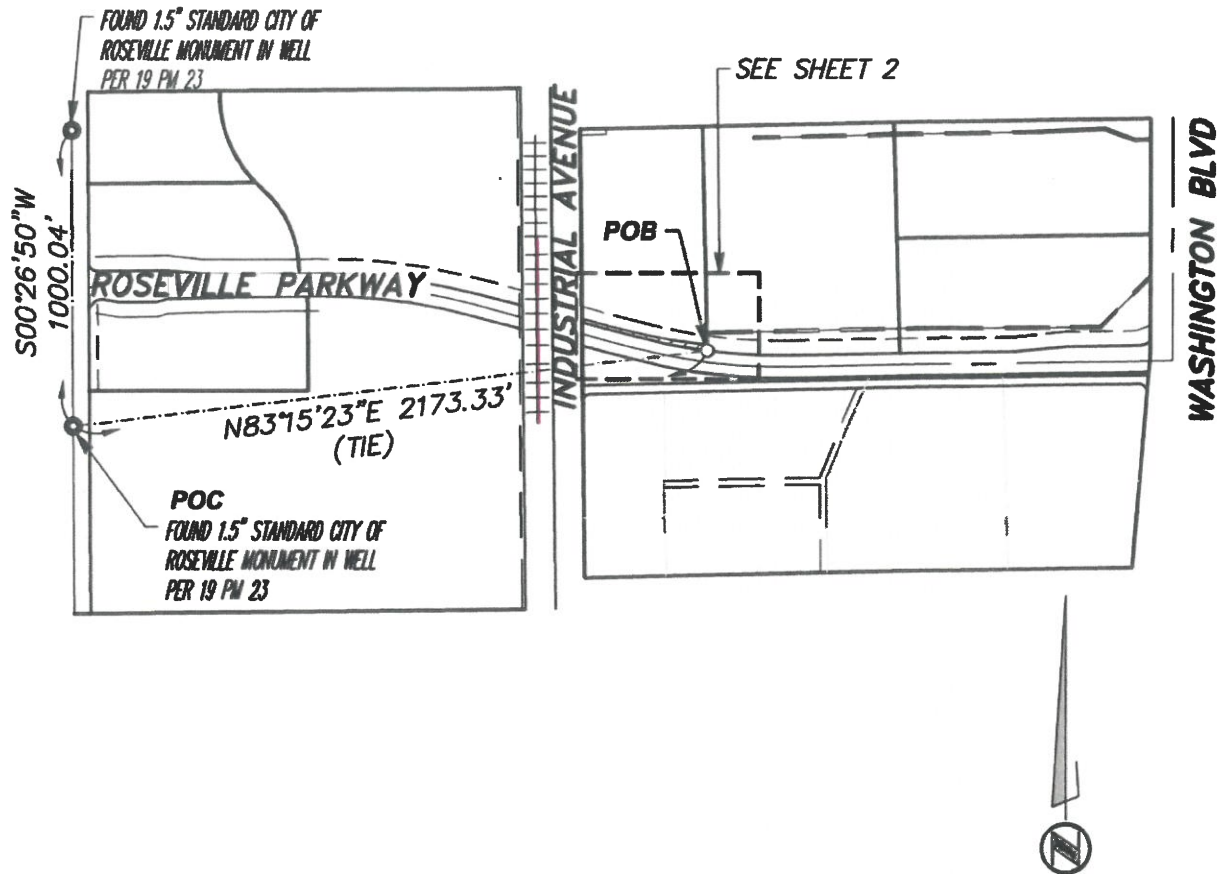
05/20/2021

Date

LEGEND

- POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
PM PARCEL MAP
CB CHORD BEARING
CH CHORD DISTANCE
● FOUND MONUMENT AS NOTED
○ DIMENSION POINT
▨ PARCEL TO BE TRANSFERRED

SECTIONS 21
T.11.N., R.6.E., M.D.M.



BEARINGS AND DISTANCES SHOWN ARE BASED UPON THE CALIFORNIA COORDINATES SYSTEM OF 1983, EPOCH 2017.50, ZONE 2. DISTANCES SHOWN AND DESCRIBED ARE GRID AND IN US SURVEY FEET, DIVIDE THE DISTANCES SHOWN ABOVE BY 0.99992 TO OBTAIN GROUND LEVEL DISTANCES.

0 300 600 1200 Feet
SCALE 1" = 600'

SHEET 1 OF 2



MARK THOMAS

Scale: 1" = 600'
Date May 2021
Drawn By AD
Checked By SM

Exhibit B
APN 017-113-023
FEE

Plat to Accompany Legal Description
In the City of Roseville
Placer County, California



LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 PM PARCEL MAP
 CB CHORD BEARING
 CH CHORD DISTANCE
 ● FOUND MONUMENT AS NOTED
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SEE SHEET 1 FOR BASIS OF BEARINGS

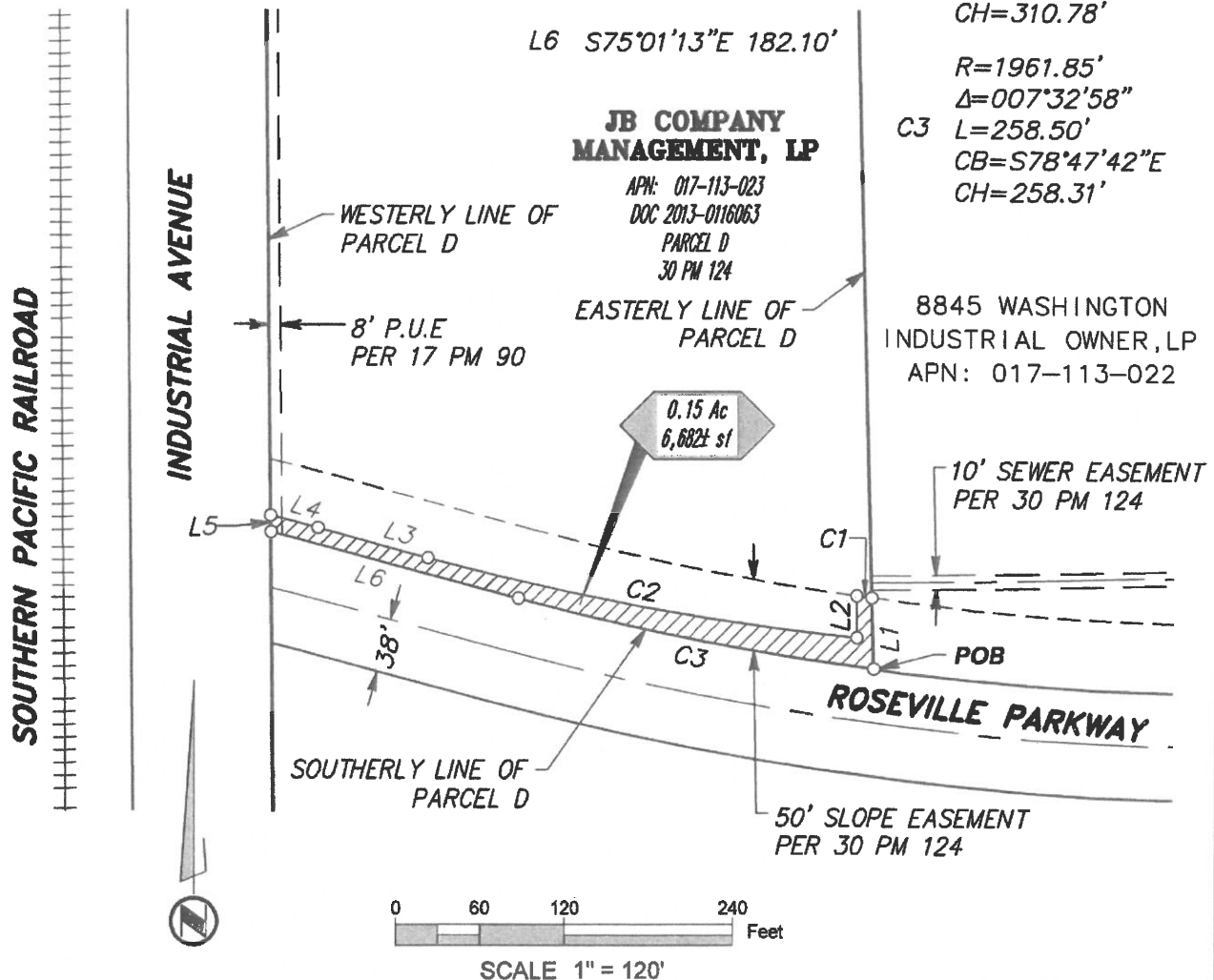
SECTIONS 21,
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LINE TABLE

L1 N01°16'43"W 50.60'
 L2 S00°00'00"E 29.83'
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 L4 N74°55'23"W 34.56'
 L5 S00°34'41"E 11.88'
 L6 S75°01'13"E 182.10'

CURVE TABLE

R=1911.85'
 $\Delta=000^{\circ}20'05''$
 C1 L=11.17'
 CB=N82°10'22"W
 CH=11.17'
 R=1954.00'
 $\Delta=009^{\circ}07'21''$
 C2 L=311.11'
 CB=N79°29'03"W
 CH=310.78'
 R=1961.85'
 $\Delta=007^{\circ}32'58''$
 C3 L=258.50'
 CB=S78°47'42"E
 CH=258.31'



SHEET 2 OF 2

MARK THOMAS

Scale: 1" = 120'
 Date May 2021
 Drawn By AD
 Checked By SM

Exhibit B
 APN 017-113-023
 FEE

Plat to Accompany Legal Description
 In the City of Roseville
 Placer County, California

CITY OF ROSEVILLE
 TRADITION • PRIDE • PROGRESS

EXHIBIT "A"
LEGAL DESCRIPTION

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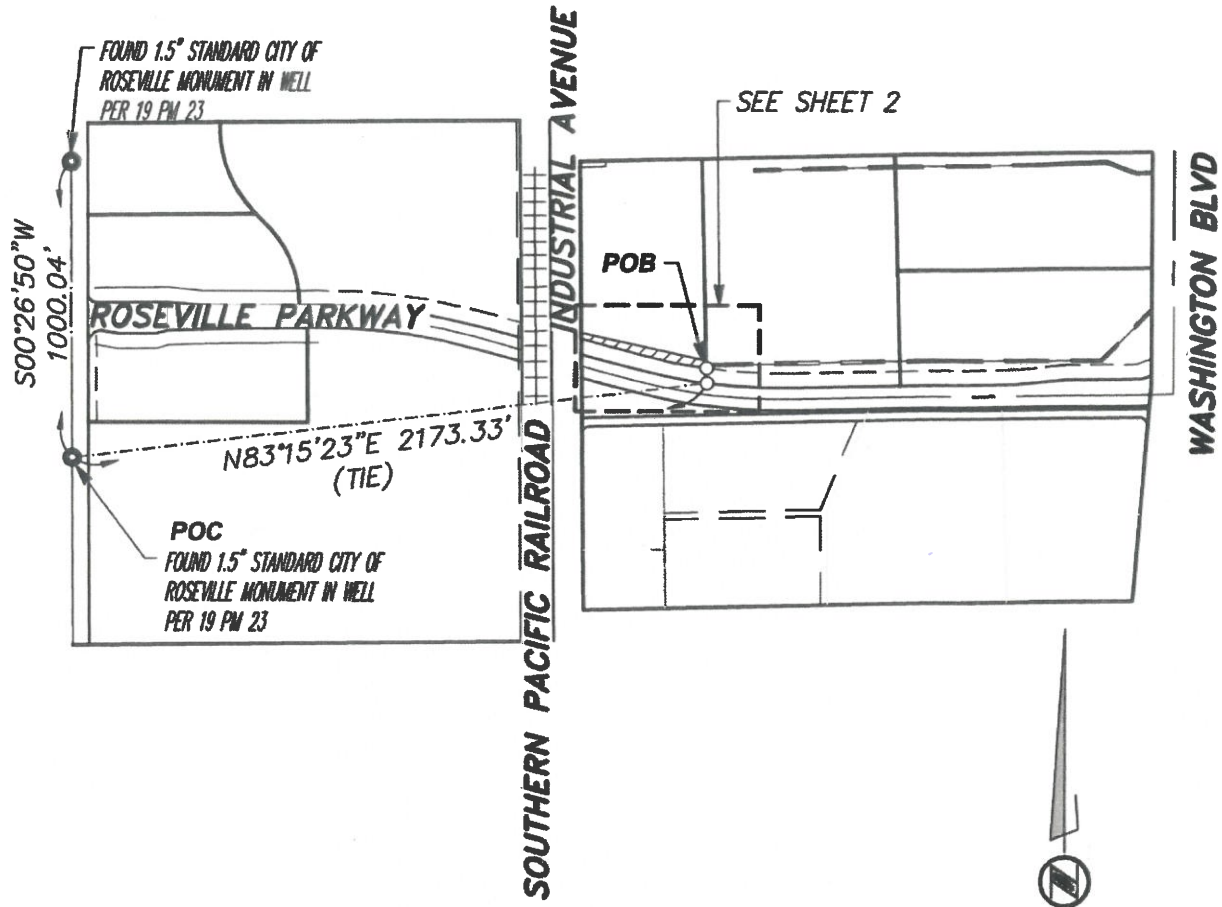
05/20/2021

Date

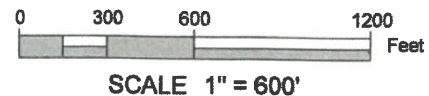
LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PM PARCEL MAP
- CB CHORD BEARING
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- FOUND MONUMENT AS NOTED
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SECTIONS 21
T.11.N., R.6.E., M.D.M.



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SHEET 1 OF 2



MARK THOMAS

Scale: 1" = 600'

Date May 2021

Drawn By AD

Checked By SM

Exhibit B

APN 017-113-023

DRAINAGE AND SLOPE EASEMENT

Plat to Accompany Legal Description

In the City of Roseville

Placer County, California



LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 PM PARCEL MAP
 CB CHORD BEARING
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 ● FOUND MONUMENT AS NOTED
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SEE SHEET 1 FOR BASIS OF BEARINGS

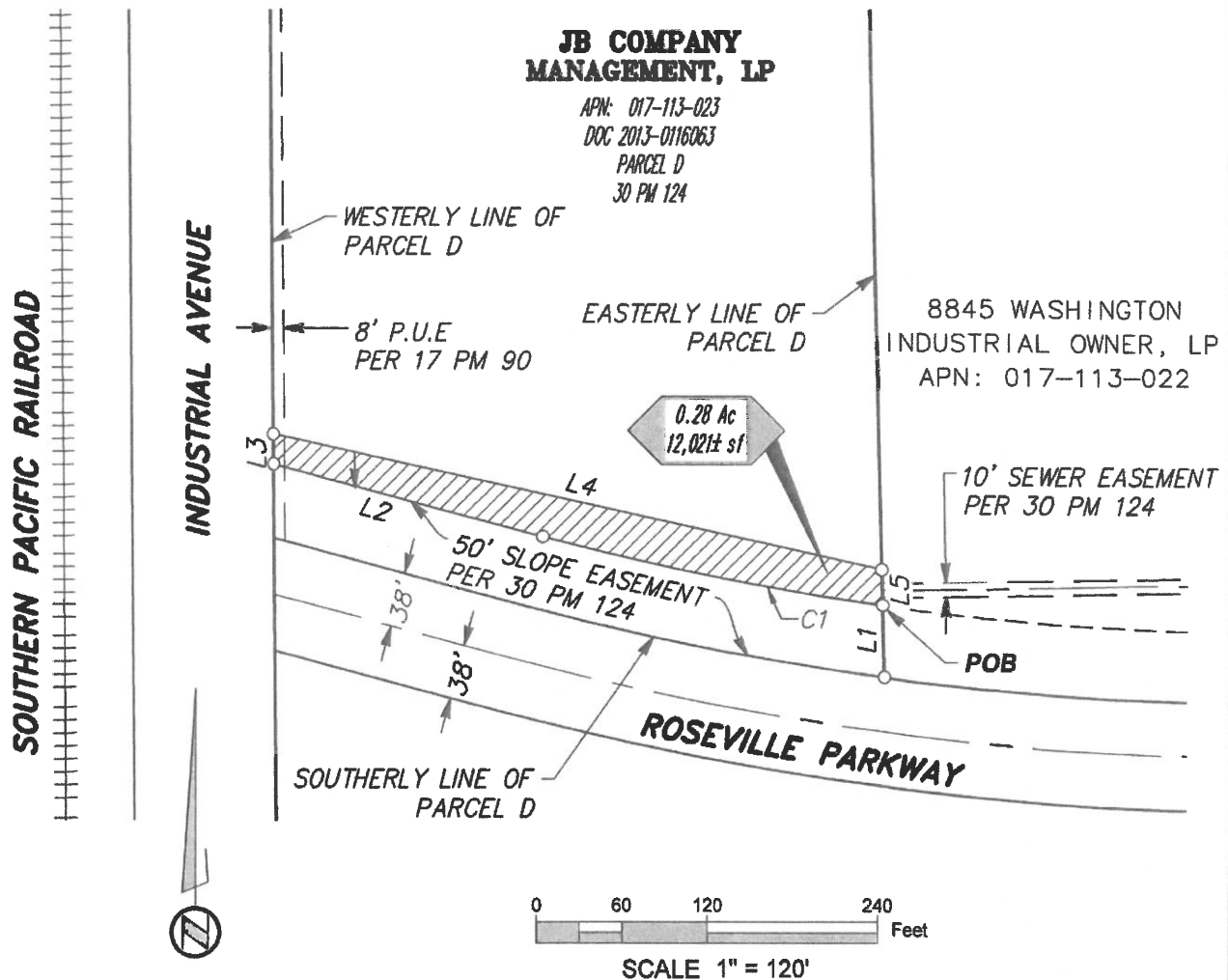
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LINE TABLE

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 L3 N00°34'41"W 21.20'
 L4 S77°31'20"E 438.72'
 L5 S01°16'43"E 24.99'

CURVE TABLE

R=1911.85'
 $\Delta=007^{\circ}19'11''$
 C1 L=244.25'
 CB=N78°40'48"W
 CH=244.08'



SHEET 2 OF 2



MARK THOMAS

Scale: 1" = 120'
 Date May 2021
 Drawn By AD
 Checked By SM

Exhibit B
 APN 017-113-023
DRAINAGE AND SLOPE EASEMENT
Plat to Accompany Legal Description
In the City of Roseville
Placer County, California



Roseville Parkway Extension Project Initial Study/ Mitigated Negative Declaration



311 Vernon Street
Roseville, California 95678
roseville.ca.us





Development Services Department
311 Vernon Street
Roseville, California 95678-2649
(916) 774-5285

**NOTICE OF INTENT
TO ADOPT A MITIGATED NEGATIVE DECLARATION**

TO: Interested Parties
FROM: City of Roseville
DATE: July 20, 2020

REGARDING: Roseville Parkway Extension Project Initial Study/Mitigated Negative Declaration

Public Notice is hereby given that an Initial Study/Mitigated Negative Declaration (environmental report) for the Roseville Parkway Extension Project is available for public review.

Project Location and Description: The City of Roseville is proposing to construct the Roseville Parkway Extension Project, which would extend Roseville Parkway by approximately 0.75 mile, from its current terminus at Washington Boulevard westerly to Foothills Boulevard.

The project consists of the following main components.

- Approximately 0.75 mile of new arterial road between Washington Boulevard on the east and Foothills Boulevard on the west.
- A new overpass of the Union Pacific Railroad (UPRR) tracks and Industrial Avenue.
- Intersection improvements at the Roseville Parkway/Washington Boulevard and Roseville Parkway/Foothills Boulevard intersections.
- Minor improvements to the east side of the existing roundabout located west of the Roseville Parkway/Foothills Boulevard intersection.
- Bicycle and pedestrian improvements, including an 8-foot wide sidewalk on the north side of Roseville Parkway and a 10-foot wide multi use path on the south.

Document Review and Availability: The public comment period will extend 20 days from July 24 to August 13, 2020. The document can also be reviewed and/or downloaded from the City of Roseville website at the following link: <http://www.roseville.ca.us/ParkwayExtension>.

Copies of the Initial Study/Mitigated Negative Declaration are available for public review, by appointment, at the City of Roseville Permit Center, 311 Vernon Street, Roseville, CA 95678. To schedule an appointment online: [roseville.ca.us/DS-appointment](http://www.roseville.ca.us/DS-appointment) or call (916) 774-5285.

Written comments on the adequacy of the Mitigated Negative Declaration must be received no later than 5:00 pm on August 13, 2020. During the public review period written comments may be provided to:

Terri Shirhall, Environmental Coordinator (tshirhall@roseville.ca.us)
Development Services Department
City of Roseville
311 Vernon Street
Roseville, CA 95678
(916) 774-5536

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Acronyms and Abbreviations

ADMP	asbestos dust mitigation plan
AB	Assembly Bill
ADT	average daily traffic
BP	before present
BMP	best management practice
CAAQS	California ambient air quality standards
Cal-OSHA	California Division of Occupational Safety and Health
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CBC	California Building Code
CESA	California Endangered Species Act
CEQA	California Environmental Quality Act
CH ₄	methane
CNDDDB	California Natural Diversity Database
CNPS	California Native Plant Society
CO	carbon monoxide
CO ₂	carbon dioxide
CO ₂ e	carbon dioxide equivalent
CRHR	California Register of Historical Resources
CNEL	community noise equivalent level
cy	cubic yards
dB	decibel
DPM	diesel particulate matter
DTSC	California Department of Toxic Substances Control
ESA	Endangered Species Act
EIR	Environmental Impact Report
EO	Executive Order
Farmland	Farmland of Statewide Importance
FHWA	Federal Highway Administration
GHG	greenhouse gas
HAER	Historic American Engineering Record

HCM	Highway Capacity Manual
HFC	hydrofluorocarbons
in/sec	inches per second
IS/MND	initial study/mitigated negative declaration
L _{dn}	day-night sound level
L _{eq}	equivalent sound level
L _{min}	minimum sound level
L _{max}	maximum sound level
LOS	level of service
Madrone	Madrone Ecological Consulting, LLC
MBTA	Migratory Bird Treaty Act
MRF	Materials Recovery Facility
MLD	Most Likely Descendant
MSAT	mobile source air toxic
MTP/SCS	Metropolitan Transportation Plan/Sustainable Communities Strategy
N ₂ O	nitrous oxide
NAAQS	national ambient air quality standards
NAHC	Native American Heritage Commission
NOA	naturally occurring asbestos
NO ₂	nitrogen dioxide
NO _x	nitrogen oxides
NPDES	National Pollutant Discharge Elimination System
NSR	new source review
Pb	lead
PCAPCD	Placer County Air Pollution Control District
PCTPA	Placer County Transportation Planning Agency
PFC	perfluorocarbon
PPV	peak particle velocity
ROG	reactive organic gases
Roseville Electric	Roseville Electric Utility
proposed project	Roseville Parkway Extension Project
RWQCB	Regional Water Quality Control Board
SACOG	Sacramento Council of Governments

SF ₆	sulfur hexafluoride
SFNA	Sacramento Federal Nonattainment Area
SMAQMD	Sacramento Metropolitan Air Quality Management District's
Ozone Plan	Sacramento Regional 8-Hour Attainment and Reasonable Further Progress Plan
SAFE	Safer Affordable Fuel-Efficient
SB	Senate Bill
SO ₂	sulfur dioxide
SSBMI	Shingle Springs Band of Miwok Indians
SVAB	Sacramento Valley Air Basin
SWPPP	stormwater pollution prevention plan
SWRCB	State Water Resources Control Board
TAC	toxic air contaminants
UAIC	United Auburn Indian Community of the Auburn Rancheria
UPRR	Union Pacific Railroad
USEPA	U.S. Environmental Protection Agency
USGS	U.S. Geological Survey
VMT	vehicle miles traveled

1.1 Introduction

This document is an Initial Study/Mitigated Negative Declaration (IS/MND) that addresses the potential environmental impacts of the Roseville Parkway Extension Project (proposed project) proposed by the City of Roseville (City). The proposed project involves building an extension of the Roseville Parkway to provide a connection to Foothills Boulevard (Figure 1-1). This would involve construction of an overpass at the Union Pacific Railroad (UPRR) tracks and Industrial Avenue.

The project site is located between Foothills Boulevard on the west and Washington Boulevard on the east in north Roseville (Figure 1-2). The site is within the North Industrial area and is designated Industrial and Light Industrial in the *City of Roseville General Plan 2035*. The site is bordered to the east by the *North Central Roseville Specific Plan* area. The North Industrial area is bordered to the south by the *Northwest Roseville Specific Plan* area, and to the west by the *North Roseville Specific Plan* area. The northern border of the North Industrial area is also the border of the Roseville city limits.

The California Environmental Quality Act (CEQA) and Section 15004 of the State CEQA Guidelines encourage early completion of environmental documentation to enable environmental considerations to influence project design. This IS/MND is a public information document that discloses the proposed project's environmental effects and informs decision makers of the project's compliance with CEQA and the State CEQA Guidelines.

This document describes the proposed project's goals and background, project components, the existing environmental setting (i.e., conditions before implementation of the project), and the potential environmental impacts of the proposed project. Chapter 2, *Project Description*, describes the proposed project and the best management practice (BMP) measures that the City has incorporated into the proposed project to avoid and minimize potential effects. Chapter 3, *Environmental Checklist*, identifies the anticipated environmental impacts by topic and provides mitigation measures that would be implemented to avoid significant impacts.

1.2 CEQA Lead Agency

The City of Roseville—the lead agency for the proposed project under CEQA—determined that preparation of an IS/MND was necessary to evaluate the

environmental issues associated with the proposed project and satisfy the requirements of CEQA and the State CEQA Guidelines. The IS/MND is available for public review at the following location:

City of Roseville Permit Center
311 Vernon Street
Roseville, CA 95678

Due to COVID-19 concerns, the Permit Center is currently only open Tuesdays and Thursdays and the hours for in-person document review may be limited. Therefore, the public is encouraged to check the City's website first to ensure in-office accommodations are available: <https://www.roseville.ca.us>.

Alternatively, the IS/MND can also be viewed or downloaded from the City's website via the following link:

<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774505>

During the review period, written comments may be submitted to:

Ms. Terri Shirhall, Environmental Coordinator
City of Roseville, Development Services Department
311 Vernon Street
Roseville, CA 95678

Or via email to: tshirhall@roseville.ca.us

1.3 Summary

This IS/MND concludes that the proposed project would have potentially significant but mitigable impacts on air quality, biological resources, cultural resources, and paleontological resources, as described in Chapter 3. This IS/MND identifies a variety of mitigation measures that the City would implement to avoid or minimize potentially significant impacts on sensitive environmental resources. Implementation of these measures, in addition to project BMPs, would further reduce the potential impacts to a less-than-significant level.

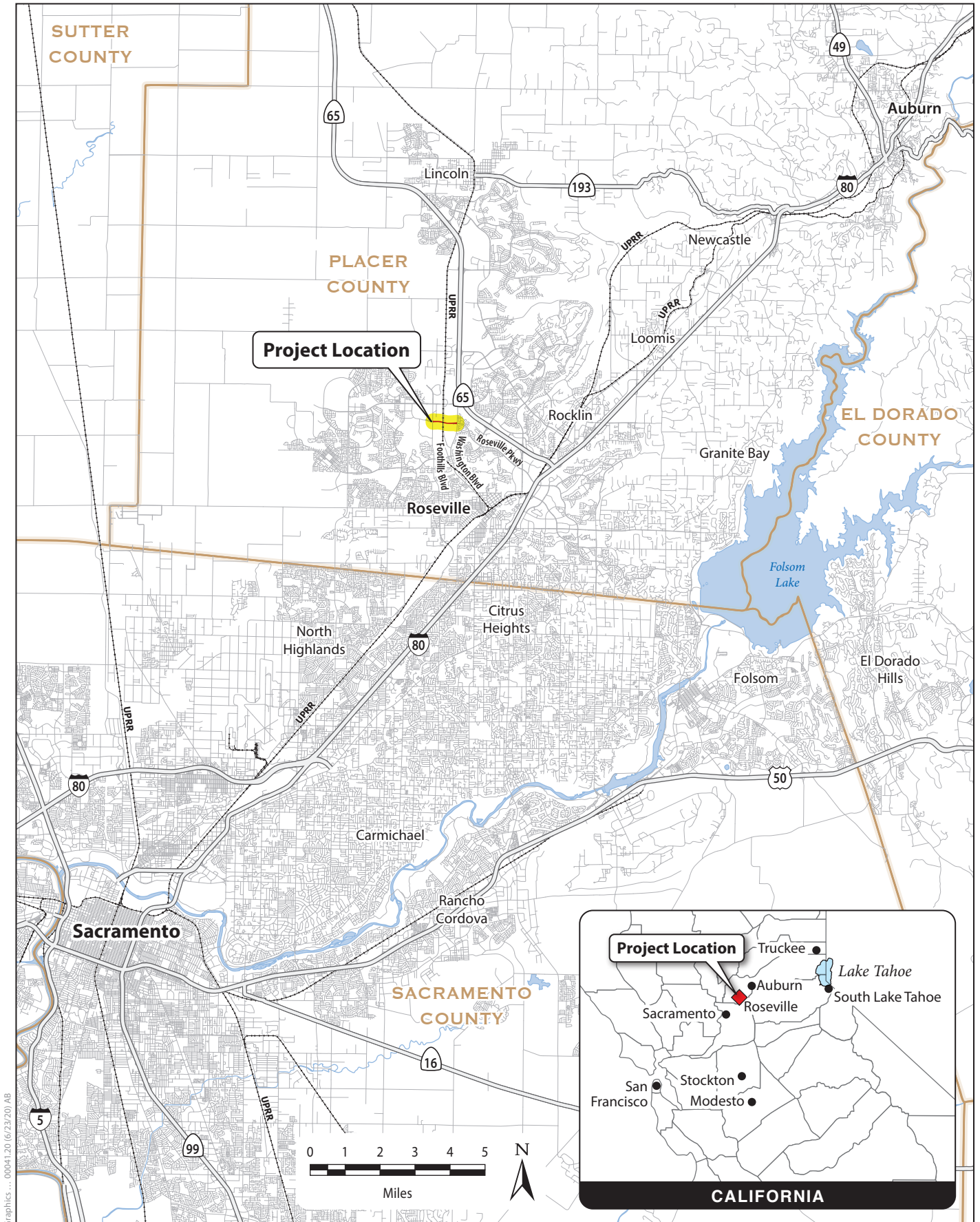


Figure 1-1
Regional Location

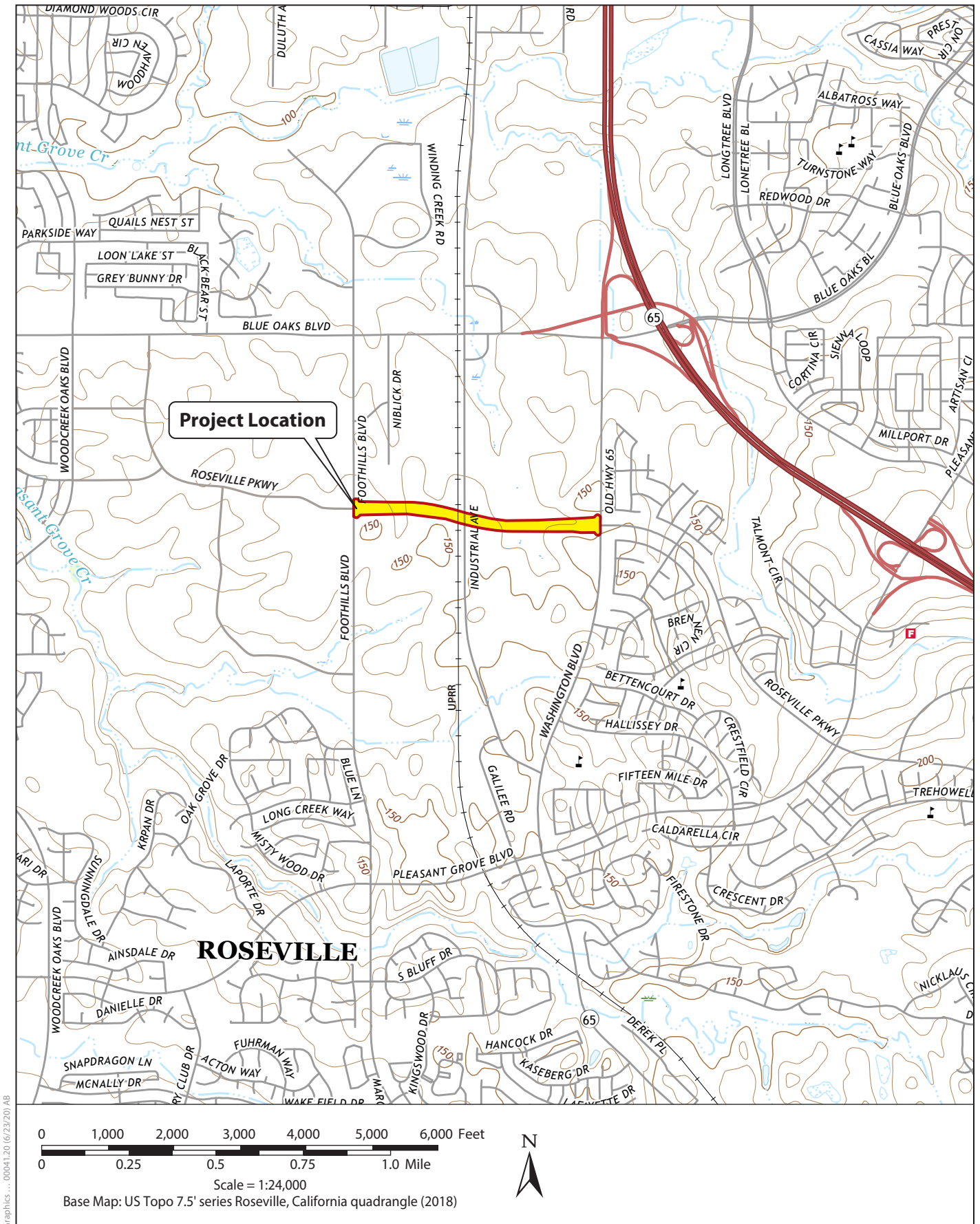


Figure 1-2
Project Location

2.1 Project Background

The City of Roseville (City) proposes to construct the Roseville Parkway Extension Project (proposed project) in the North Industrial Planning area of the city of Roseville, California (Figure 1-1). The proposed project would extend Roseville Parkway by approximately 0.75 mile from its current terminus at Washington Boulevard west to Foothills Boulevard. The project includes construction of an overpass of the Union Pacific Railroad (UPRR) tracks and Industrial Avenue, which run parallel to one another at the crossing location. The proposed project is identified in the City of Roseville Transportation System Capital Improvement Program and General Plan Transportation Element and associated California Environmental Quality Act (CEQA) documents.

2.2 Project Location and Existing Conditions

The proposed project would be constructed on approximately 12 acres of primarily City-owned property in north Roseville, in western Placer County, California. The project site is located between Foothills Boulevard on the west, and Washington Boulevard on the east. Blue Oaks Boulevard lies approximately 0.5 mile north, and Pleasant Grove Boulevard lies approximately 1 mile south of the project alignment (Figure 1-2). The project area is zoned for general industrial and light industrial uses. The project site falls within the Roseville 7.5-minute U.S. Geological Survey topographic quadrangle map in Section 21 of Township 11 North, Range 6, Mount Diablo Base and Meridian.

The project site is currently dominated by annual grasslands. Industrial development borders the site along most of the south boundary, and along the eastern third of the north boundary. Industrial Avenue and the UPRR tracks transect the project site in a north/south direction.

The Highland Reserve residential development is located near the project's eastern end, along the east side of Washington Boulevard and along both sides of existing Roseville Parkway. Vencil Brown Park and Elementary School are located approximately 0.6 mile east of the project at the southwest corner of Roseville Parkway and Trestle Road. Buljan Middle School is approximately 0.5 mile south of the project, at the southeast corner of the Washington Boulevard/Hallissy Drive intersection.

2.3 Project Purpose, Need, and Objectives

The purpose of the proposed project is to improve existing and future traffic conditions consistent with the City's adopted plans; enhance access and safety for motorists, pedestrians, and cyclists; and meet railroad clearance requirements.

2.4 Proposed Project Components

The proposed project consists of the following main components.

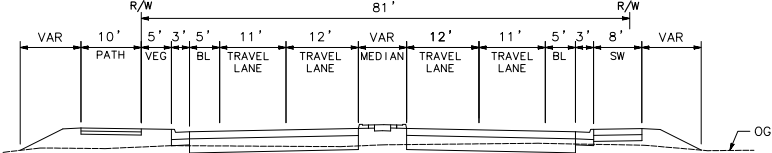
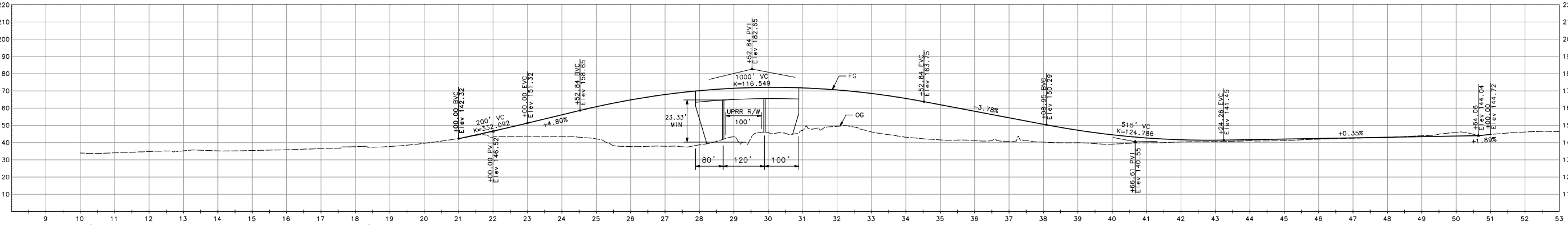
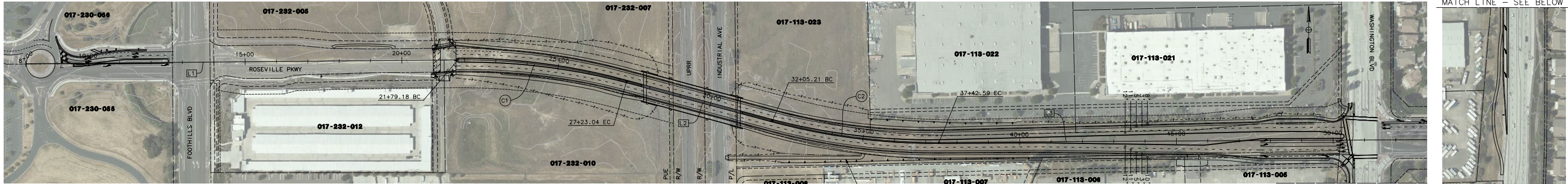
- Approximately 0.75 mile of new arterial road between Washington Boulevard on the east and Foothills Boulevard on the west.
- A new overpass of the UPRR tracks and Industrial Avenue.
- Intersection improvements at the Roseville Parkway/Washington Boulevard and Roseville Parkway/Foothills Boulevard intersections.
- Minor improvements to the east side of the existing roundabout located west of the Roseville Parkway/Foothills Boulevard intersection. Improvements include modifications to the existing center median, curb and gutter on the east side of the roundabout and associated restriping to conform with these improvements.
- Bicycle and pedestrian improvements, including an 8-foot-wide sidewalk on the north side of Roseville Parkway and a 10-foot-wide multi-use path on the south.

Each project component is described in greater detail below. Figure 2-1 provides an overview of these components.

2.4.1 Roseville Parkway Road Improvements and Right-of-Way Acquisitions

The project includes construction of approximately 0.75 mile of new arterial road, with four travel lanes, raised median with related utility relocations and storm drain improvements, between Washington Boulevard on the east and Foothills Boulevard on the west. Concrete curbs would define the new edge of roadway and separate vehicular traffic from pedestrians. The new road cross section would include two travel lanes in each direction (12 and 11 feet wide), followed by 5-foot-wide on-street Class II bike lanes. The travel lanes would be followed by a 3-foot curb and gutter backed by a 10-foot-wide sidewalk/Class I multi-use path on the south side of the new Roseville Parkway.

On the project's west end, the existing south side driveway providing access to the Roseville RV Storage business would remain. Opposite this driveway on the north side, a new driveway would be constructed as part of roadway improvements to connect with the future extension of Niblick Drive. A third driveway would be



* NOTE:
1. THE RIGHT-OF-WAY AND PROPERTY LINES SHOWN ARE A GIS PRODUCT AND ARE PRELIMINARY IN NATURE, BASED UPON PUBLICLY AVAILABLE RECORDS. THEY SHOULD NOT BE RELIED UPON AS DEFINITIVE AND DO NOT REPRESENT AN ON-THE-GROUND SURVEY. THESE LINES MAY CHANGE UPON COMPLETION OF A BOUNDARY SURVEY CONDUCTED BY A LICENSED SURVEYOR.

BASIS OF DESIGN
V = 55 MPH - STOPPING SIGHT DISTANCE

LINE DATA		
No. [X]	LENGTH	BEARING
L1	1279.18'	N89°29'48"E
L2	482.17'	S74°55'23"E
L3	1633.41'	N89°40'57"E

CURVE DATA				
No. [X]	R	Δ	T	L
C1	2000.00'	15°34'49"	273.62	543.86
C2	2000.00'	15°23'41"	270.32	537.37

Figure 2-1
Road Alignment

constructed near the project's east end on the roadway's south side to retain continued access to the existing Roseville RV Storage business.

Roadway construction would include low-impact development measures and underground storm drain improvements to convey stormwater runoff from the new roadway. The new storm drain system would tie into existing storm drains at the east and west ends of the project.

Most of the right-of-way and slope easement required for project construction is City owned. However, as shown in Figure 2-2, expansion of existing right-of-way and slope easement would be required to implement the project.

On the west end between Niblick Drive and UPRR, small areas of right-of-way acquisitions (between 10 and 30 feet wide) are required on both the north and south sides of the proposed road alignment. On the north and south sides of the western approach ramp, between 25 and 35 feet of additional fill slope easement is required. These acquisitions would not affect existing development.

On the east, between Industrial Avenue and Washington Boulevard, right-of-way acquisition (between 10 and 30 feet) would be required along the entire north side of the proposed alignment. On the north side of the eastern approach ramp, between 25 and 35 feet of additional fill slope easement would also be required. East side right-of-way acquisitions would affect existing parking lot landscape areas, but would not require removal of existing parking spaces.

2.4.2 Union Pacific Railroad and Industrial Avenue Overpass

The UPRR and Industrial Avenue overpass would be comprised of engineered fill approach ramps on the east and west sides and a concrete bridge structure. All improvements would be located outside the existing railroad 100-foot right-of-way and the proposed design accommodates the potential future widening of Industrial Avenue from two to four lanes without need for future overpass modification. The bridge structure would be 300 feet long, supported by concrete abutments and wingwalls, and would provide a minimum of 23.5 feet of clearance between the existing UPRR rails and bridge soffit. The bridge concrete surface could include some type of relief or other aesthetic treatments consistent with a design theme to be developed (for example, to mimic the appearance of an old-style Works Progress Administration bridge or other theme). There is also opportunity for incorporating architectural enhancements, color, and features into the concrete facade to provide additional visual interest and character for the structure. The bridge would include a concrete barrier on the south side between the multi-use path and travel lanes and would maintain the same road cross section striping, lane widths, and pedestrian and bicycle facilities as the adjoining roadway.

2.4.3 Traffic Signal and Intersection Improvements

Proposed intersection improvements are shown on Figure 2-1 and described below.

2.4.3.1 Roseville Parkway/Foothills Boulevard

Improvements at this intersection would include the following.

West Leg. Elimination of the eastbound number 1 left turn lane to accommodate construction of a new raised center median. The resulting improvements would provide one eastbound left turn lane, two eastbound through lanes, one dedicated right turn lane, and an on-street striped Class II bike lane.

East Leg. Existing lane striping would remain unchanged; however, a new signal mast arm would be installed on the westbound approach. Existing striping includes two westbound left turn lanes, two through lanes, one dedicated right turn lane, and an on-street striped Class II bike lane.

North Leg. A southbound number 1 left turn lane currently exists but is closed and would be opened as part of the project. Therefore, the improvements would result in two southbound left turn lanes, two through lanes, one dedicated right turn lane, and an on-street striped Class II bike lane.

South Leg. Existing lane striping would remain unchanged. Existing striping includes two northbound left turn lanes, two through lanes, one dedicated right turn lane, and an on-street striped Class II bike lane.

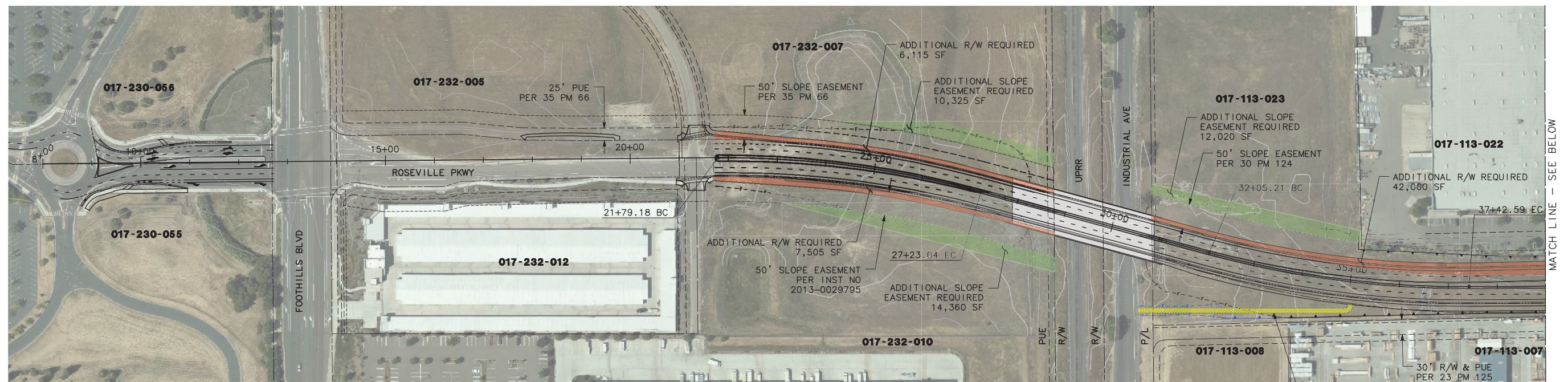
2.4.3.2 Roundabout

West of the above intersection improvements, where Roseville Parkway transitions to the adjacent roundabout, the following improvements would be implemented. The center median would be realigned and reconstructed; the westbound north curb and gutter would be realigned and reconstructed to improve operations; the lanes entering and leaving the roundabout on the east side would be restriped to conform with the above changes.

2.4.3.3 Roseville Parkway/Washington Boulevard

Improvements at this intersection would include the following.

West Leg. Reconstruction of the north and south curb, gutter, and sidewalk west of Washington Boulevard to accommodate the widened roadway; construction of a new raised center median on the eastbound approach; construction of a new free right turn lane; and installation of new traffic signal/mast arms on the Roseville Parkway eastbound approach. These improvements would result in two eastbound left turn lanes, two through lanes, one free right turn lane, and a striped on-street Class II bike lane.



POSSIBLE CONNECTION FOR BICYCLIST/PEDESTRIANS FROM PROPOSED ROSEVILLE PARKWAY TO INDUSTRIAL AVENUE.

LEGEND

- ADDITIONAL R/W REQUIRED
- ADDITIONAL SLOPE EASEMENT REQUIRED



Source: Mark Thomas, 2020.

Not to Scale

Figure 2-2
Right-of-Way and Slope Easement Requirements

East Leg. Two westbound turn lanes and a free right turn lane are existing and would be retained as part of the project. In addition, two westbound through lanes exist but are currently closed and would be opened as part of the project. Two eastbound lanes and a receiving lane for the existing Washington Boulevard free right turn currently exist and would also be retained. Therefore, planned improvements would result in two southbound left turn lanes, two through lanes, one free right turn lane, and an on-street striped Class II bike lane.

North Leg. One southbound left turn lane, one through lane, and one dedicated right turn lane are existing (although the dedicated right turn lane is currently closed). The project would reconstruct the west curb, gutter, and sidewalk, extend and open the dedicated southbound right turn lane, and add a new through lane and left turn lane. Therefore, planned improvements would result in two southbound left turn lanes, two through lanes, one free right turn lane, and an on-street striped Class II bike lane.

South Leg. One left turn lane, two through lanes, one free right turn lane, and one on-street Class II bike lane currently exist on the northbound approach. One through lane, one receiving lane for the Roseville Parkway eastbound dedicated right turn, and one multi-use trail on the east side of Washington Boulevard currently exist in the southbound direction. The project would reconstruct the west curb, gutter, and sidewalk to accommodate a new Roseville Parkway eastbound free right turn lane and associated Washington Boulevard southbound merge lane. Therefore, planned improvements on the south leg would result in one northbound left turn lane, two northbound through lanes, one southbound free right turn lane, and on-street striped Class II bike lanes. In the south direction there would be two through lanes and one receiving merge lane to accommodate the Roseville Parkway westbound free right movement.

2.4.4 Pedestrian and Bicycle Improvements

Roseville Parkway road and bridge construction would include on-street 5-foot Class II Bike Lanes in each direction, a 10-foot multi-use path on the south side of the roadway, and an 8-foot sidewalk on the north side.

At the Roseville Parkway/Foothills Boulevard intersection the existing crosswalks would remain in their current location.

At the Roseville Parkway/Washington Boulevard intersection, new pedestrian crosswalks would be striped across the intersection's west, north, and south legs and the existing crosswalk on the intersection's east leg would remain. Therefore, planned improvements would result in pedestrian crosswalks on all legs of the intersection.

Finally, as shown on Figure 2-1, a new approximately 450-foot-long 10-foot-wide multi-use path could potentially be constructed to link Industrial Avenue with Roseville Parkway near the east end of the eastern approach ramp.

2.4.5 Utility Relocations

Existing overhead electric transmission and telecommunication lines located between Industrial Avenue and the UPRR would require relocation to avoid conflict with the proposed bridge. The high-voltage lines would be elevated using taller steel poles to span the new bridge, while the low-voltage lines would be routed underground along the same alignment in order to reduce the required height of the new steel poles. Existing underground lines within the proposed footprint of the eastern bridge embankment would require relocation. In addition, several telecommunication lines owned by Consolidated Communications, Verizon, and Level 3 also currently exist within the proposed road alignment and may require relocation. Any relocations would remain along the roadway alignment and be reinstalled at a depth of approximately 6 feet.

There are existing gas lines within the proposed road alignment that may require relocation based on current depth and allowable placement of fill. Any relocations would be buried to a depth of approximately 3 feet and would remain along the proposed roadway alignment within identified disturbance areas.

Storm drain, domestic water, reclaimed water, and sanitary sewer pipes also exist within the proposed road alignment. It is anticipated these pipes would remain in place and the manholes or valves adjusted to grade. Storm drain facilities constructed as part of the proposed road extension would tie into and discharge to existing storm drain facilities.

2.5 Construction Approach

Construction activities would take place between 7:00 a.m. and 7:00 p.m. Monday through Friday and between 8:00 a.m. and 8:00 p.m. Saturday and Sunday, in compliance with the City noise ordinance. The general construction phases, duration, and associated activities are identified in Table 2-1. It is anticipated that portions of Phases 2 and 3 would overlap and include concurrent construction activity.

Table 2-1. Construction Phasing

Phase	Activity
Phase 1 – Pre-construction activities, mobilization and site layout	Establish control points, survey and field stake construction limits Install environmental sensitive fencing and employ pre-construction best management practices. Clear and establish staging areas and temporary construction access roads. Mobilize heavy equipment, receive and stockpile construction equipment and supplies. Should material become available, this may involve early placement and stockpiling of soil for approach ramp construction (i.e., prior to initiation of Phase 1 construction).
Phase 2 – Grading and fill import	Clear, grub, and remove vegetation from work area. Conduct initial road grading activities, construct below-ground drainage facilities. Construct overpass approach ramps. Establish final road grades and fill slope limits.
Phase 3 – Construct road and bridge improvements	Construct curb, gutter, sidewalk, and erosion control drainage facilities; lay aggregate base and pave. Form bridge abutment headwalls and bridge deck and pour concrete.
Phase 4 – Construction closure activities	Clean up, demobilize, open roadway.

2.5.1 Equipment and Material Staging Areas

Equipment and material staging would occur within designated locations within the project site. In addition, the contractor may choose to establish additional staging areas through agreement with private property owners on land adjacent to, or near the project site. Staging areas would accommodate fueling and maintenance areas for equipment, along with designated areas for material storage. Section 2.6, *Best Management Practices*, outlines the best management practices (BMP) that would be implemented to minimize potential construction-related water quality impacts and ensure compliance with requirements of the project's stormwater pollution prevention plan (SWPPP). Prior to initiation of the construction contract, soil from nearby construction projects may become available to the proposed project for use as approach ramp fill. Should this occur, the City may allow placement and stockpiling of acceptable material within the approach ramp footprints.

2.5.2 Earthwork and Grading

The project site topography is relatively flat and only minor grading would be required to prepare the site for construction. All grading would be conducted using conventional grading equipment. Initial earthwork would include clearing and grubbing to remove vegetation and prepare the ground for construction. Consistent with the City's grading ordinance, all grading would be limited to designated work areas. Finish grading would be achieved by motor graders (blades) and skip loaders.

The majority of earthwork would involve soil import and compaction to ready the road base and build up the overpass approach ramps. The project requires approximately 165,000 cubic yards of fill import, primarily for the overpass approach ramps. It's expected that excess soil from local development projects would provide a portion of this material. The balance would be obtained from available commercial supplies.

Construction BMPs specified in the SWPPP would be implemented during earthwork to control dust and protect nearby aquatic resources from siltation associated with stormwater runoff.

2.5.3 Construction Traffic Control

The majority of project construction would not affect existing pedestrian and/or bicycle facilities or existing Foothill or Washington Boulevard vehicle travel lanes. However, during construction of intersection improvements, temporary lane shifting or temporary lane closures would be implemented as necessary with the assistance of construction signage and/or flaggers consistent with standard traffic handling practices. This could also include temporary detours for pedestrian and bicyclists routing through intersections during paving and restriping activities; however, controlled vehicle, pedestrian, and bicycle access through affected intersections would be maintained at all times.

2.5.4 Project Schedule

Project construction is scheduled to begin in August 2021 and proceed according to the phases described in Table 2-1. The only exception is the possibility for early placement of construction approach ramp fill material, which could become available and be placed in 2020. Construction is expected to take approximately 10 to 12 months with a scheduled roadway opening date of Spring 2022 pending funding availability.

2.6 Best Management Practices

Water quality measures (stormwater management measures and BMPs) would be implemented as part of the project to minimize potential water quality impacts during construction, operation, and maintenance. Key management measures consist of the following:

- Protect areas that provide important water quality benefits or are particularly susceptible to erosion or sediment loss.
- Minimize the potential for erosion by limiting land disturbances such as clearing, grading, and cut and fill.

- Limit disturbance of natural drainage features and vegetation.
- Prepare and implement an approved SWPPP.
- Ensure proper storage and disposal of toxic material.
- Incorporate pollution prevention into operation and maintenance procedures to reduce pollutant loadings to surface runoff.

2.6.1 Construction Best Management Practices

The City and its contractor will implement construction BMPs to avoid and minimize impacts on sensitive environmental resources. Implementation of the Erosion Control Plan, the National Pollutant Discharge Elimination System (NPDES) permit and associated SWPPP, and the BMPs as discussed below will minimize the potential for construction-related surface water pollution and ensure that water quality in off-site waterways and wetlands would not be compromised by erosion and sedimentation during construction.

Temporary Fencing. Where appropriate, the City's contractor will install construction barrier fencing (including sediment fencing and straw wattles) to prevent contaminants and debris from entering off-site surface waters. Before construction begins, the City or its contractor will identify the locations for the barrier fencing and mark those locations with stakes or flagging.

SWPPP. A SWPPP will be implemented as part of the NPDES Permit and a General Construction Activity Storm Water Permit to minimize the potential for sediments or contaminants to enter off-site waterways.

Equipment. The City will comply with applicable stormwater ordinances, stormwater management plans, and BMPs to prevent or minimize the potential release of equipment-related petroleum contaminants into adjacent surface waters and groundwater. Implementation of standard construction procedures and precautions for working with petroleum and construction chemicals will further ensure that the impacts related to chemical handling during project construction will be minor.

Hazardous Materials. The City will implement appropriate hazardous material management practices and other good housekeeping measures to reduce the potential for chemical spills or releases of contaminants, including any non-stormwater discharge to adjacent surface waters. Implementation of these measures will minimize the potential for surface and groundwater contamination.

Erosion Control. The project design will incorporate permanent erosion control elements to ensure that stormwater runoff does not cause soil erosion. Erosion and sediment control plans will comply with the City's Grading Ordinance, which requires reducing erosion and retaining sediment on-site.

Toxic Materials Control and Spill Response Plan. The following measures will be incorporated into the plan and implemented to avoid or minimize the risk of spills or discharges of toxic materials into adjacent surface waters.

- Prepare a hazardous material spill prevention, control, and countermeasure plan before construction and implement during construction.
- Prevent raw cement, concrete or concrete washings, asphalt, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to aquatic life from contaminating the soil or entering off-site surface waters.
- Prevent discharge of drilling mud and fluids into off-site surface waters by using appropriate containment, disposal, and storage methods.
- Prevent discharge of turbid water or sediment-laden runoff to off-site surface waters by using sediment filters, diverting the water to a settling tank, and/or implementing other erosion and water quality control BMPs.
- Clean up all spills immediately according to the spill prevention, control, and countermeasure plan.
- Provide areas located outside of sensitive environmental areas for staging and storing equipment, materials, fuels, lubricants, solvents, and other possible contaminants.
- Prevent hazardous materials from entering waters. The construction contractor will notify the City Fire Department if evidence of soil or groundwater contamination is encountered during construction activities. Construction in that area will be halted until the Fire Department has evaluated the find and remediation is completed, if necessary.

2.6.1.1 Traffic Management Plan

The City will require the construction contractor to implement a traffic management plan, including a construction schedule and plan to meet the City's notice procedures, before construction activities are initiated. This plan will identify general methods by which construction activities will be managed to minimize substantial delays to traffic as discussed below.

Communication. Develop and implement a public information campaign that describes the nature and duration of construction activities and when construction related temporary "controlled conditions" and/or travel delays are expected. Particular attention will be placed on special events (e.g., school graduations or Placer County Fairgrounds events) that may attract unfamiliar users to the City's roadway system. The City is currently doing public outreach and will continue the outreach program throughout project design and construction.

Construction. Describe and analyze the number of employees and their site parking areas, and the number of trucks, their routing and staging, and operating hours.

Wayfinding. Position and operate changeable message sign trailers at strategic locations and employ other temporary signage as necessary to advise motorists, pedestrians and bicyclists of pending construction activities and alternate routes.

Emergency Vehicle Response. The contractor will coordinate with City Police and Fire Departments to ensure that all potential effects of construction traffic controls are clearly communicated understood by public safety providers.

2.6.1.2 Noise Control Measures

The following measures will be incorporated into the construction specifications for the proposed project to reduce and control noise generated by construction-related activities, consistent with City ordinances and standards:

- Noise-generating construction activities from the City's construction contractor will be restricted consistent with the City's Noise ordinance (Monday through Friday from 7:00 a.m. to 7:00 p.m., and Saturday and Sunday from 8:00 a.m. to 8:00 p.m.).
- All construction equipment will have sound-control devices no less effective than those provided on the original equipment. No equipment will have an unmuffled exhaust.
- Appropriate additional noise-reducing measures will be implemented, including the following: stationary construction equipment will be located as far as possible from sensitive uses; sensitive uses will be identified on construction drawings; and excessive equipment idling will be prohibited when the equipment is not in use.

2.6.1.3 Hazards and Hazardous Materials Measures

The construction documents will identify materials that are considered hazardous. The project contractor will be required to develop a health and safety plan (prepared by a registered industrial hygienist) that addresses release prevention measures; employee training, notification, and evacuation procedures; and adequate emergency response protocols and cleanup procedures.

The contractor will comply with the California Occupational Safety and Health Administration standards for the storage and handling of fuels, flammable materials, and common construction-related hazardous materials and for fire prevention (California Labor Code, Division 5, Chapter 2.5).

2.6.2 City of Roseville Mitigating Ordinances, Guidelines, and Standards

As part of the proposed project, the City will implement the following regulations and ordinances to reduce potential environmental impacts associated with the project.

- Noise Regulation (Roseville Municipal Code Ch.9.24).
- Urban Stormwater Quality Management and Discharge Control Ordinance (Roseville Municipal Code Ch.14.20).
- Stormwater Quality Design Manual (Resolution 07-432).
- City of Roseville Design and Construction Standards (Resolution 07-137).
- Community Design Guidelines (Resolution 95-347).

2.7 Required Approvals

Required permits and approvals are shown in Table 2-2. Local approvals required to construct and operate the proposed project include adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan by the City Council and approval of the project plans and specifications and construction contract. In addition, the proposed construction activities would trigger Section 402 of the Clean Water Act, which requires coverage under the National Pollutant Discharge Elimination System Permit from the State Water Resources Control Board. This coverage would require development and implementation of a SWPPP. No other state or federal approvals are required for the proposed project.

Table 2-2. Permits and Approvals Needed for the Proposed Project

Agency	Permit/Approval
City of Roseville	Adoption of the Mitigated Negative Declaration
City of Roseville	Approval of the Mitigation Monitoring and Reporting Plan
City of Roseville	Approval of Plans and Specifications and Construction Contract
City of Roseville	Approval of pre-construction approach ramp stockpiling and any related City required permits (such as grading permit).
State Water Resources Control Board	Clean Water Act Section 402 coverage under the NPDES Permit (Order No. 00-06-DWQ)

Chapter 3

Environmental Checklist

1. Project Title:	Roseville Parkway Extension Project
2. Lead Agency Name and Address:	City of Roseville 311 Vernon Street Roseville, CA 95678
3. Contact Person and Phone Number:	Terri Shirhall Environmental Coordinator Development Services Department (916) 774-5362
4. Project Location:	The project would be constructed on approximately 12 acres of primarily City-owned property in north Roseville, in western Placer County, California. The project site is located between Foothills Boulevard on the west, and Washington Boulevard on the east. The project site falls within the Roseville 7.5-minute U.S. Geological Survey topographic quadrangle map in Section 21 of Township 11 North, Range 6 East, Mount Diablo Base and Meridian.
5. Project Sponsor's Name and Address:	City of Roseville 311 Vernon Street Roseville, CA 95678
6. General Plan Designation:	Industrial and Light Industrial
7. Zoning:	General Industrial and Light Industrial
8. Description of Project:	The project would extend Roseville Parkway by approximately 0.75 mile, from its current terminus at Washington Boulevard westerly to Foothills Boulevard. The project includes construction of an overpass of the Union Pacific Railroad tracks and Industrial Avenue which run parallel to one another at the crossing location. The new road would include two travel lanes in each direction, raised median with related utility relocations and storm drain improvements, followed by 5-foot-wide on-street Class II bike lanes. Three-foot-wide curbs and gutter would be backed by a 10-foot-wide multi-use path on the south side and 8-foot-wide sidewalk on the north side of the new roadway. The total project area would encompass approximately 12 acres.
9. Surrounding Land Uses and Setting:	The project site is currently dominated by disturbed annual grasslands. Industrial development borders the site along most of the south boundary and along the eastern third of the north boundary. The Highland Reserve residential development is located near the project's eastern end, along the east side of Washington Boulevard and along both sides of existing Roseville Parkway. Industrial development is located near the project's western boundary, on the west side of Foothills Boulevard
10. Other Public Agencies Whose Approval is Required:	

State Water Resources Control Board—Clean Water Act Section 402, National Pollutant Discharge Elimination System Permit for disturbance of more than 1 acre of land.

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

On September 23, 2019, the City of Roseville sent certified letters to the Tribes listed below requesting consultation and/or information regarding tribal resources in the project area.

- United Auburn Indian Community of the Auburn Rancheria (UAIC)
- Shingle Springs Band of Miwok Indians (SSBMI)

The letters requested a response within 30 days. Both tribes responded requesting consultation and consultation was initiated. As discussed in Initial Study Section 3.2.18 Tribal Cultural Resources, after exchanging additional information, both consultations were closed with agreement.

3.1 Environmental Factors Potentially Affected

The environmental factors checked below would potentially be affected by this project (i.e., the project would involve at least one impact that is a “Potentially Significant Impact”), as indicated by the checklist on the following pages.

- | | | | |
|---|--|---|--|
| ☐ Aesthetics | ☐ Agricultural and Forestry | ☒ Air Quality | ☒ Biological Resources |
| ☒ Cultural Resources | ☒ Geology/Soils | ☐ Greenhouse Gas Emissions | ☐ Hazards and Hazardous Materials |
| ☐ Hydrology/Water Quality | ☐ Land Use/Planning | ☐ Mineral Resources | ☐ Noise |
| ☐ Population/Housing | ☐ Public Services | ☐ Recreation | ☐ Transportation/Traffic |
| ☒ Tribal Cultural Resources | ☐ Utilities/Service Systems | ☐ Mandatory Findings of Significance | |

3.2 Determination

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions to the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have an impact on the environment that is "potentially significant" or "potentially significant unless mitigated" but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards and (2) has been addressed by mitigation measures based on the earlier analysis, as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the project, nothing further is required.

Signature

Tim Skill

Date

7/14/2020

3.2.1 Aesthetics

I. Aesthetics	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings along a scenic highway?	☐	☐	☐	☒
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d. Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	☐	☐	☒	☐

3.2.1.1 Setting

The project site lies within an urbanizing area of North Roseville. Roseville and its environs are generally characterized as a transitional zone between the Central Valley's flat terrain and the Sierra Nevada foothills. On clear days, long-range views in the project vicinity include the Sierra Nevada to the east, the Sutter Buttes to the north, and the Coast Ranges to the west. The project site and nearby undeveloped areas consist of flat disturbed annual grasslands.

RV Storage, lumber yard, self-storage and FedEx dominate the views south from the project site. To the west are views of landscaping and surface parking of Cokevo Inc. and First Tech Federal Credit Union. To the north are views of annual grasslands and the Roseville Parkway Industrial Center. To the east are views of the Highland Reserve residential development. Industrial Avenue and Union Pacific Railroad (UPRR) tracks run through the center of the project site in a north/south direction.

The primary viewer groups that would have views of the proposed project are employees at the Roseville Parkway Industrial Center and other similar uses, nearby residents and travelers on adjacent roads. Mature trees and shrubs planted along

property lines and along Washington Boulevard to the east and Foothills Boulevard to the west partially obscure views of the project site from all directions.

3.2.1.2 Impact Analysis

a) Would the project have a substantial adverse effect on a scenic vista?

There are no designated scenic vistas in the project vicinity. The proposed project would consist of an 0.75-mile extension of Roseville Parkway between Washington Boulevard and Foothills Boulevard with an overpass of the UPRR tracks and Industrial Avenue, which run parallel to one another at the crossing location. The low-lying structures would not be evident beyond the project vicinity and the overpass would be similar to overpasses to the north and south. Therefore, the impact would be less than significant.

b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

The project site is not located near or within view of any state or locally designated scenic highway. Further, no scenic resources have been identified in the vicinity of the project site; therefore, there would be no impact.

c) Would the project, in non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Removal of existing vegetation, site grading, and roadway and overpass construction would introduce heavy equipment, including backhoes, bulldozers, and excavators, into the viewshed of all viewer groups, creating temporary effects on views of and from the project site during the construction period. These activities would be visible from ground-level and elevated vantages. However, the visual effects of construction activities would be less than significant because of their temporary character and the transience of some viewers passing by the project site.

The proposed project would consist of an 0.75-mile extension of Roseville Parkway between Washington Boulevard and Foothills Boulevard with an overpass of the UPRR tracks and Industrial Avenue. The extension of Roseville Parkway would alter the site's visual character and would be visible to residents to the east, Roseville Parkway Industrial Center and other similar uses employees, and nearby travelers. However, the conversion of the project site from undeveloped grassland to a planned roadway extension would be consistent with existing zoning and visually compatible with adjacent roadways and overpasses and would not permanently

degrade either the visual character of the project site or its surroundings, nor would it be inconsistent with existing City regulations governing scenic quality. The impact would be less than significant, and no mitigation is required.

d) Would the project create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?

The proposed project would include streetlights similar to existing streetlights in the project vicinity and larger Roseville area. The conversion of the project site from undeveloped grassland to a roadway would be visually compatible with existing roadways and would not create substantial unnecessary light. The impact would be less than significant, and no mitigation is required.

No aspect of the project would create a new source of substantial glare. No impact would occur.

3.2.1.3 Mitigation Measures

The proposed project would not result in any potentially significant impacts on aesthetic resources. Therefore, no mitigation measures are necessary.

3.2.2 Agricultural and Forestry Resources

II. Agricultural and Forestry Resources	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b. Conflict with existing zoning for agricultural use or conflict with a Williamson Act contract?	☐	☐	☐	☒
c. Conflict with existing zoning for, or cause rezoning of forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e. Involve other changes in the existing environment that, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

3.2.2.1 Setting

The proposed project site is currently fallow and consists of undeveloped and disturbed annual grassland. The project site was historically used for livestock grazing.

According to the California Department of Conservation's California Important Farmland Finder for Placer County, the project site's eastern half is designated as "Urban and Built-Up Land" while the western half is designated as "Grazing Land" (California Department of Conservation 2016). Lands to the west and east of the project site are designated as "Urban and Built-Up Land." Land along the northern and southern project boundaries include both "Urban and Built-Up Land" and "Grazing Land."

The project site is not restricted to agricultural uses under the California Land Conservation Act of 1965 (Williamson Act). East of Industrial Avenue the project site is designated as "Easement or Right of Way" and zoned General Industrial. West of Industrial Avenue the project site is designated Light Industrial and zoned Light Industrial.

3.2.2.2 Impact Analysis

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

The project site is designated as Urban and Built-Up Land and Grazing Land and contains no Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (California Department of Conservation 2016). No impact would occur.

b) Conflict with existing zoning for agricultural use or conflict with a Williamson Act contract?

The project site is fallow and designated and zoned for industrial or light industrial use. The project site is not under Williamson Act contract. Therefore, the proposed project would not conflict with existing zoning for agricultural use or conflict with a Williamson Act contract. No impact would occur.

c) Conflict with existing zoning for, or cause rezoning of forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

There is no forest land, timberland, or timberland production on the project site or in the City of Roseville. Therefore, the proposed project would not conflict with existing zoning for, or cause rezoning of, these resources. No impact would occur.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

The project site consists of disturbed annual grassland. Thus, the proposed project would not result in the loss or conversion of forest land. No impact would occur.

e) Involve other changes in the existing environment that, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

The project site is not designated or zoned for agricultural or forest use and contains no active agricultural uses or forest land. The adjacent parcels are also not designated or zoned for agricultural or forest use and they contain no active

agricultural uses or forest land. The undeveloped parcels in the project area consist of disturbed annual grasslands. No impact would occur.

3.2.2.3 Mitigation Measures

The proposed project would not result in any potentially significant impacts on agricultural and forestry resources. Therefore, no mitigation measures are necessary.

3.2.2.4 References

California Department of Conservation. 2016. California Important Farmland Finder. Available: <https://maps.conservation.ca.gov/DLRP/CIFF/>. Accessed: April 8, 2020.

3.2.3 Air Quality

III. Air Quality	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
When available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b. Cumulatively considerable net increase of any criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard?	☐	☒	☐	☐
c. Exposure of sensitive receptors to substantial pollutant concentrations?	☐	☒	☐	☐
d. Other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

3.2.3.1 Setting

The project site is located in the city of Roseville in western Placer County, which is within the Sacramento Valley Air Basin (SVAB). Concentrations of ozone, carbon monoxide (CO), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), lead (Pb), and particulate matter (PM₁₀ and PM_{2.5}) are commonly used as indicators of ambient air quality conditions. These pollutants are known as *criteria pollutants* and are regulated by the U.S. Environmental Protection Agency (USEPA) and California Air Resources Board (CARB) through national ambient air quality standards (NAAQS) and California ambient air quality standards (CAAQS), respectively. The NAAQS and CAAQS define clean air and represent the maximum amount of pollution that can be present in outdoor air without any harmful effects on people and the environment. Other pollutants of concern in the project area are nitrogen oxides (NO_x) and reactive organic gases (ROG), which are precursors to ozone, and toxic air contaminants (TAC), which can cause cancer and other human health ailments.

Criteria pollutant concentrations in Placer County and the SVAB are measured at several monitoring stations. The nearest station to the proposed project is the Roseville North Sunrise Avenue station, which is approximately 3.7 miles southeast of the project site. Monitoring data show that the station experienced several violations of the ozone CAAQS and NAAQS each year between 2016 and 2018, and violations of the PM₁₀ and PM_{2.5} NAAQS in 2018 (California Air Resources Board

2020a). Data collected from monitoring stations throughout the region, including the Roseville North Sunrise Avenue station, are used to designate Placer County as nonattainment, maintenance, or attainment for the NAAQS and CAAQS. Based on the most recent local monitoring data, the SVAB portion of Placer County is currently classified nonattainment for the federal and state ozone standards, nonattainment for the federal PM_{2.5} standard, and nonattainment for the state PM₁₀ standard (California Air Resources Board 2020b; U.S. Environmental Protection Agency 2020).

The Placer County Air Pollution Control District (PCAPCD) is responsible for ensuring that the NAAQS and CAAQS are met within Placer County. PCAPCD manages air quality through a comprehensive program that includes long-term planning, regulations, incentives for technical innovation, education, and community outreach. For example, the *2017 Sacramento Regional 8-Hour Attainment and Reasonable Further Progress Plan* (2017 Ozone Plan) outlines strategies to achieve the federal ozone standard throughout the entire nonattainment area of the SVAB. PCAPCD has also adopted rules and regulations applicable to individual projects and emissions generating sources within Placer County.

PCAPCD's *CEQA Handbook* (2017) provides guidance for evaluating project-level air quality impacts, including thresholds to assist lead agencies in evaluating the significance of project generated criteria pollutant and precursor emissions. PCAPCD's thresholds are based on the new source review (NSR) rule, which requires stationary sources to offset emissions in excess of the identified thresholds. PCAPCD (2017) concludes that there is no difference between emissions from stationary sources and those generated by land use uses, and as such, the NSR rule and associated thresholds are equally applicable to all sources. Based on analysis of current regional goals to attain the NAAQS and CAAQS, PCAPCD (2017) has demonstrated that the NSR emission offset requirements are appropriate in addressing the potential air quality impacts from new land use projects in Placer County.

Table 3-1 outlines PCAPCD's recommended thresholds. The thresholds consider whether a project's emissions would result in a cumulatively considerable adverse contribution to existing air quality conditions. If a project's emissions would be less than these levels, the project would not be expected to result in a cumulatively considerable contribution to the significant project-level and cumulative impact.

Table 3-1. Placer County Air Pollution Control District Criteria Pollutant and Precursor Thresholds (pounds per day)

Source	Ozone Precursor Emissions		PM10
	ROG	NO _x	
Construction (short-term)	82	82	82
Operational (long-term)	55	55	82

Source: Placer County Air Pollution Control District 2017

NO_x = nitrogen oxides

PM10 = particulate matter 10 microns or less in diameter

ROG = reactive organic gases

PCAPCD also considers localized CO emissions to result in significant impacts if concentrations exceed the CAAQS. The air district has adopted the following screening criteria that provide a conservative indication of whether project-generated traffic would cause a potential CO hot spot. If both criteria are met, PCAPCD recommends traffic-generated CO concentrations be modeled and compared with the CAAQS to determine impact significance.

- Vehicle emissions generated by the project exceed 550 pound per day, **and**
- Either of the following scenarios would occur:
 - Peak-hour level of service (LOS) on one or more streets or at one or more intersections (both signalized and non-signalized) in the project vicinity would be degraded from an acceptable LOS (e.g., A, B, C, or D) to an unacceptable LOS (e.g., E or F), or
 - Project would substantially worsen an already existing unacceptable peak-hour LOS on one or more streets or at one or more intersections in the project vicinity. *Substantially worsen* includes situations where delay would increase by 10 seconds or more when project-generated traffic is included.

PCAPCD has also adopted a threshold to evaluate receptor exposure to TAC. The “substantial” TAC threshold defined by the PCAPCD is the probability of contracting cancer for the maximum exposed individual exceeding 10 in a million. This risk threshold is used by PCAPCD to evaluate potential risks for both existing and new sources in Placer County (Placer County Air Pollution Control District 2017).

3.2.3.2 Impact Analysis

a) Conflict with or obstruct implementation of the applicable air quality plan?

The federal Clean Air Act requires that an air quality attainment plan be prepared for areas with air quality violating the NAAQS. The air quality attainment plan sets forth the strategies and pollution control measures that states will use to attain the NAAQS by the earliest practical date. PCAPCD's air quality attainment plans are based, in part, on regional population and employment (and thus vehicle miles

traveled [VMT]) growth projections from Sacramento Area Council of Governments (SACOG). Thus, a project's conformance with SACOG's Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) that was considered in the preparation of the air quality attainment plans would demonstrate that the project would not conflict with or obstruct implementation of plans.

The proposed project was included in the regional emissions analysis conducted by SACOG for the conforming 2020 MTP/SCS (Sacramento Area Council of Governments 2019). Accordingly, the project's operational emissions (which include the ozone precursors ROG and NO_x) would not exacerbate nonattainment conditions or conflict with air quality plans adopted to attain and maintain the CAAQS and NAAQS (i.e., the 2017 Ozone Plan). This impact would be less than significant. No mitigation is required.

b) Cumulatively considerable net increase of any criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard?

Construction

The predominant pollutants associated with construction of the proposed project are fugitive dust (PM₁₀) from earthmoving activities and combustion pollutants, particularly ROG and NO_x, from heavy equipment and trucks. ROG would also be generated from paving activities.

Construction emissions were estimated using the latest Sacramento Metropolitan Air Quality Management District's (SMAQMD) Road Construction Model. While the model was developed for Sacramento conditions in terms of fleet emission factors, silt loading, and other model assumptions, it is considered adequate for estimating linear road construction emissions by the PCAPCD (in its air quality analysis guidance) and is used for that purpose in this project analysis.

Construction is anticipated to occur over five phases, (1) Grubbing/Land Clearing; (2) Grading/Excavation; (3) Drainage/Utilities/Sub-Grade; (4) Paving; and (5) Overpass Construction. Activities would occur over 9.5 months, commencing in fall 2021. Project-specific model inputs were provided by the project engineers, Mark Thomas & Company (Cervantes pers. comm.).

Estimated unmitigated construction emissions are summarized in Table 3-2. Appendix A provides the full list of modeling assumptions.

Table 3-2 Estimated Unmitigated Criteria Pollutant Emissions from Project Construction (pounds per day)

Construction Phase	ROG	NO _x	PM ₁₀ ^a
Grubbing/Land Clearing	7	82	24

Construction Phase	ROG	NO _x	PM10 ^a
Grading/Excavation	7	88	24
Drainage/Utilities/Sub-Grade	4	46	22
Paving	2	26	1
Overpass Construction	3	33	1
Maximum daily ^b	15	167	48
PCAPCD threshold	82	82	82
Exceed threshold?	No	Yes	No

NO_x = nitrogen oxides

PCAPCD = Placer County Air Pollution Control District

PM10 = particulate matter 10 microns or less in diameter.

ROG = reactive organic gases

^a Accounts for fugitive dust control, as modeled by the Road Construction Emissions Model, achieved by use of on-site water trucks.

^b Represents the highest emissions during concurrent construction activity.

As shown in Table 3-2, construction of the proposed project would not generate ROG or PM10 emissions in excess of PCAPCD's thresholds. The proposed project would comply with the City's Design and Construction Standards, further reducing fugitive dust emissions during site grading through implementation of best management practices (BMP) such as application of chemical soil stabilizers, vehicle speed controls, and limits on grading during strong wind events.

While ROG and PM10 emissions would be below PCAPCD's thresholds, estimated maximum daily NO_x emissions would exceed 82 pounds per day. Based on the construction schedule, peak construction activity and associated emissions would occur in late 2021/early 2022 when the following phases could occur concurrently: Grading/Excavation, Drainage/Utilities/Sub-Grade, and Overpass Construction. This is a potentially significant impact.

Mitigation Measure AQ-1 is required to reduce maximum daily NO_x emissions to below PCAPCD's threshold. The measure requires all off-road equipment to meet USEPA-approved Tier 4 final emissions standards. The mitigation also requires construction equipment be maintained in proper working condition and minimize idling time, consistent with PCAPCD best practices. As shown in Table 3-3, with implementation of Mitigation Measure AQ-1, NO_x emissions would be reduced below PCAPCD's significance threshold, reducing this potential impact to less than significant.

Table 3-3. Estimated Mitigated Criteria Pollutant Emissions from Project Construction (pounds per day)

Construction Phase	ROG	NO _x	PM10 ^a
Grubbing/Land Clearing	3	19	21
Grading/Excavation	3	19	21
Drainage/Utilities/Sub-Grade	2	8	20

Construction Phase	ROG	NO _x	PM10 ^a
Paving	1	8	<1
Overpass Construction	2	6	<1
Maximum daily ^b	7	35	41
PCAPCD threshold	82	82	82
Exceed threshold?	No	No	No

NO_x = nitrogen oxides

PCAPCD = Placer County Air Pollution Control District

PM10 = particulate matter 10 microns or less in diameter.

ROG = reactive organic gases

^a Accounts for fugitive dust control, as modeled by the Road Construction Emissions Model, achieved by use of on-site water trucks.

^b Represents the highest emissions during concurrent construction activity.

Operation

Operation of the proposed project would result in changes in travel patterns and VMT in the local and regional transportation network. Vehicle emissions were estimated using the California Department of Transportation's (Caltrans) CT-EMFAC model and vehicle activity data provided by the project traffic engineer, Kimley-Horn (Weir pers. comm.). Consistent with the traffic analysis performed for the Amoruso Ranch Specific Plan, emissions were modeled for existing (2011) and cumulative (2035) with and without project conditions. The VMT data includes vehicle activity for the entire SACOG region. The CT-EMFAC program assumed project operating conditions during average annual conditions for the SVAB portion of Placer County. CARB's (2019) adjustment factors to account for the effects of the Safer Affordable Fuel-Efficient (SAFE) Vehicles Rule were applied to the CT-EMFAC Output.¹

Table 3-4 presents the estimated operational emissions under existing conditions and cumulative conditions. The net change in emissions is compared to PCAPCD's ROG, NO_x, and PM10 thresholds. Appendix A provides the VMT and CT-EMFAC emission factors.

Table 3-4. Estimated Criteria Pollutant Emissions from Project Operation (pounds per day)

Period	ROG	NO _x	PM10
Existing (2011) no project	15,036	109,971	126,065
Existing (2011) plus project	15,029	109,954	126,054
Cumulative (2035) no project	2,493	24,521	181,153
Cumulative (2035) plus project	2,490	24,494	181,101
Existing plus project vs. existing no project	-7	-17	-11
Cumulative plus project vs. cumulative no project	-2	-28	-52

¹ The SAFE Vehicles Rule proposes to withdraw California's waiver to establish State-specific vehicle fuel economy standards and establish uniform, national carbon dioxide and fuel economy standards.

Period	ROG	NO _x	PM ₁₀
<i>PCAPCD threshold</i>	55	55	82
<i>Exceed threshold?</i>	No	No	No
NO _x = nitrogen oxides PCAPCD = Placer County Air Pollution Control District PM ₁₀ = particulate matter 10 microns or less in diameter. ROG = reactive organic gases			

As shown in Table 3-4, operation of the proposed project would not generate ROG, NO_x, or PM₁₀ emissions in excess of PCAPCD's thresholds. Rather, emissions would be reduced relative to the no project condition under both modeling scenarios (existing and cumulative). Accordingly, this impact would be less than significant, and no mitigation is required.

c) Exposure of sensitive receptors to substantial pollutant concentrations

Sensitive receptors are facilities that house or attract children, the elderly, and people with illnesses, or others who are especially sensitive to the effects of air pollutants. Hospitals, schools, convalescent facilities, and residential areas are examples of sensitive receptors.

Industrial development borders the project site along most of the north and south boundaries and along the eastern third of the north boundary. Industrial development is also located near the project's west boundary, on the west side of Foothills Boulevard. The Highland Reserve residential development is located near the project's east end. The closest residential receptors are adjacent to the current intersection of Washington Boulevard and Roseville Parkway. There are no hospitals, schools, or convalescent facilities within 1,000 feet of the project area.

The primary pollutants of concern with respect to health risks to sensitive receptors are criteria pollutants (regional and local) and TAC. Ozone precursors (ROG and NO_x) and PM are considered regional pollutants because they affect air quality on a regional scale. Localized pollutants are deposited and potentially affect population near the emissions source. Because these pollutants dissipate with distance, emissions from individual projects can result in direct and material health impacts on adjacent sensitive receptors. The localized criteria pollutants of concern that would be generated by the project are PM (fugitive dust) and CO.

Criteria Pollutants

Regional Emissions (ROG, NO_x, and PM)

PCAPCD develops region-specific California Environmental Quality Act (CEQA) thresholds of significance in consideration of existing air quality concentrations and attainment or nonattainment designations under the NAAQS and CAAQS.

Recognizing that air quality is a cumulative problem, PCAPCD typically considers projects that generate criteria pollutants and ozone precursor emissions that are

below the thresholds to be minor in nature. Such projects would not adversely affect air quality or exceed the NAAQS or CAAQS. As described under response “b” above, construction of the project would not generate ROG, NO_x, or PM₁₀ emissions in excess of PCAPCD’s thresholds with implementation of Mitigation Measure AQ-1. Operation of the project would reduce ROG, NO_x, or PM₁₀, and as such, the project would not be expected to contribute a significant level of air pollution that would degrade long-term, regional air quality within the SVAB.

The California Supreme Court’s decision in *Sierra Club v. County of Fresno* (6 Cal. 5th 502) (hereafter referred to as the Friant Ranch Decision) reviewed the long-term, regional air quality analysis contained in the environmental impact report (EIR) for the proposed Community Plan Update and Friant Ranch Specific Plan (Friant Ranch Project). The Friant Ranch Project is a 942-acre master-plan development in unincorporated Fresno County within the San Joaquin Valley Air Basin, an air basin currently in nonattainment under the NAAQS and CAAQS for ozone and PM_{2.5}. The Court found that the EIR’s air quality analysis was inadequate because it failed to provide enough detail “for the public to translate the bare [criteria pollutant emissions] numbers provided into adverse health impacts or to understand why such a translation is not possible at this time.” The Court’s decision clarifies that environmental documents must attempt to connect a project’s regional air quality impacts to specific health effects or explain why it is not technically feasible to perform such an analysis.

While regional criteria pollutant emissions generated by construction of the project would not result in a significant impact, consistent with the Friant Ranch Decision, Table 3-5 provides a conservative estimate of potential health effects associated with these emissions. The estimates were developed using SMAQMD’s draft Project Health Effects Tool (version 1). The draft Minor Project Health Screening Tool was developed by SMAQMD, on behalf of regional air districts in the Sacramento Federal Nonattainment Area (SFNA), including western Placer County (Ramboll 2019). SMAQMD conducted photochemical and health effects modeling of hypothetical projects throughout the SFNA with NO_x, ROG and PM_{2.5} emissions at 82 pounds per day, which corresponds to the highest daily emissions threshold of all SFNA air districts. The tool outputs the estimated health effects at the 82 pound per day emissions rate by spatial interpolating the health effects from the hypothetical projects based on user inputs for the latitude and longitude coordinates of a project.

The results presented in Table 3-5 are conservative for two reasons. First, they are based on a source generating 82 pounds per day of ROG, NO_x, and PM_{2.5}. As shown in Table 3-3, maximum mitigated daily emissions during construction are well below 82 pounds. Second, the results assume the source would generate emissions 365 days per year. Construction of the project would require 240 working days over 9.5 months. For these reasons, any increase in regional health risks associated with project-generated construction emissions would be less than those presented in

Table 3-5, which are already very small increases over the background incident health effect. As such, related impacts are considered less than significant, and no mitigation is required.

Table 3-5. Conservative Estimate of Increased Regional Health Effect Incidence Resulting from Construction of the Project (cases per year)

Health Endpoint	Age Range ^a	Mean Incidences (per year) ^b	Percent of Background Health Incidence ^c
Emergency Room Visits, Asthma	0–99	1	<1%
Mortality, All Cause	30–99	2	<1%
Hospital Admissions, Asthma	0–64	<1	<1%
Hospital Admissions, All Cardiovascular ^d	65–99	<1	<1%
Hospital Admissions, All Respiratory	65–99	<1	<1%
Acute Myocardial Infarction, Nonfatal	18–24	<1	<1%
Acute Myocardial Infarction, Nonfatal	25–44	<1	<1%
Acute Myocardial Infarction, Nonfatal	45–54	<1	<1%
Acute Myocardial Infarction, Nonfatal	55–64	<1	<1%
Acute Myocardial Infarction, Nonfatal	65–99	<1	<1%
Hospital Admissions, All Respiratory	65–99	<1	<1%
Mortality, Non-Accidental	0–99	<1	<1%
Emergency Room Visits, Asthma	0–17	<1	<1%
Emergency Room Visits, Asthma	18–99	1	<1%

Source: SMAQMD Minor Project Health Screening Tool, version 1, published January 2020.

Note: The analysis point is in the center of the project alignment at 38.787412, -121.307778.

^a Affected age ranges are shown. Other age ranges are available, but the endpoints and age ranges shown here are the ones used by the USEPA in their health assessments. The age ranges are consistent with the epidemiological study that is the basis of the health function.

^b Health effects are shown in terms of incidences of each health endpoint and how it compares to the base (2035 base year health effect incidences, or "background health incidence") values. Health effects and background health incidences are across the Northern California model domain.

^c The percent of background health incidence uses the mean incidence. The background health incidence is an estimate of the average number of people that are affected by the health endpoint in a given population over a given period of time. In this case, these background incidence rates cover the modeled domain. Health incidence rates and other health data are typically collected by the government as well as the World Health Organization. The background incidence rates used here are obtained from BenMAP, as reported in SMAQMD's Minor Project Health Screening Tool, version 1.

^d Less Myocardial Infarctions.

Localized Fugitive Dust

During earthmoving activities required for construction, localized fugitive dust would be generated. The amount of dust generated by a project is highly variable and dependent on the size of the disturbed area at any given time, the amount of activity, soil conditions, and meteorological conditions. Dust emissions would be controlled through adherence to the City's Design and Construction Standards, which require chemical stabilizers and other on-site BMPs. Accordingly, the proposed project would not expose sensitive receptors to substantial fugitive dust concentrations. This impact would be less than significant, and no mitigation is required.

Localized Carbon Monoxide

Continuous engine exhaust during project operations may elevate localized CO concentrations, resulting in hot spots. Receptors exposed to these CO hot spots may have a greater likelihood of developing adverse health effects, such as fatigue, headaches, confusion, dizziness, and chest pain. CO hot spots are typically observed at heavily congested intersections where a substantial number of gasoline-powered vehicles idle for prolonged durations throughout the day. As discussed above, PCAPCD has developed screening criteria to assist lead agencies in evaluating potential impacts from localized CO. Based on the analysis conducted using daily VMT and CT-EMFAC, operation of the proposed project would reduce CO emissions relative to the no project condition under both modeling scenarios (existing and cumulative). The traffic analysis report prepared by Kimley-Horn (2020) also indicates that operation of the project would neither degrade peak-hour LOS to an unacceptable level nor substantially worsen delay at affected intersections. Accordingly, the project meets PCAPCD's CO screening criteria and therefore would not expose sensitive receptors to substantial CO concentrations. This impact would be less than significant, and no mitigation is required.

Toxic Air Contaminants

Naturally Occurring Asbestos

Naturally occurring asbestos (NOA) is a TAC and is the name given to naturally occurring fibrous silicate minerals. NOA can be released from serpentine and ultramafic rocks when the rock is broken or crushed during construction earthmoving activities. The inhalation of asbestos fibers into the lungs can result in a variety of adverse health effects, including inflammation of the lungs, respiratory ailments, and cancer (e.g., mesothelioma) (United States Environmental Protection Agency 2018). Projects located in an area "most likely" to contain NOA are required by PCAPCD to prepare and submit a naturally occurring asbestos dust mitigation plan (ADMP).

Accordingly to the California Department of Conservation's *A General Location Guide for Ultramafic Rocks in California*, there are no geologic features normally associated with NOA (i.e., serpentine rock or ultramafic rock near fault zones) in or near the project area (California Department of Conservation 2000). As such, there is no potential for impacts related to NOA emissions during construction activities and the project is not required to submit an ADMP. Accordingly, the proposed project would not expose sensitive receptors to substantial NOA concentrations. This impact would be less than significant, and no mitigation is required.

Diesel Particulate Matter

Diesel particulate matter (DPM) is a TAC generated by diesel-fueled equipment and vehicles. Short-term exposure to DPM can cause acute irritation (e.g., eye, throat, and bronchial), neurophysiological symptoms (e.g., lightheadedness and nausea),

and respiratory symptoms (e.g., cough and phlegm). Heavy-duty equipment used during construction would generate DPM, which could expose adjacent receptors to associated health risks. However, DPM emissions would be minor (less than 1 pound per day) and only occur over a period of 9.5 months. The short-term construction period is well below the 30-year exposure period typically associated with increased cancer risks. Moreover, DPM from construction equipment would be transitory and spread throughout the entire 0.75-mile segment, as opposed to being concentrated at a single location. Pursuant to Mitigation Measure AQ-1, all off-road equipment would also meet USEPA-approved Tier 4 final emissions standards. Accordingly, construction of the proposed project would not expose sensitive populations to substantial pollutant concentrations. This impact would be less than significant, and no mitigation is required.

Mobile Source Air Toxics

USEPA has identified nine compounds as priority mobile source air toxics (MSAT)—1,3-Butadiene, acetaldehyde, acrolein, benzene, DPM, ethylbenzene, formaldehyde, naphthalene, and polycyclic organic matter. These air toxics are generated by motor vehicles and may result in an increase in risk of cancer and other serious health effects. The Federal Highway Administration (FHWA) (2016) has issued guidance that outlines a tiered for evaluating MSATs for transportation projects. Based on the three project categories outlined in FHWA's guidance, the proposed project is considered a project with low potential MSAT impacts because average daily traffic (ADT) in the project area would not exceed 20,000 vehicles under cumulative (2035) plus project conditions (Kimley-Horn 2020). Consequently, ADT would be below FHWA's MSAT ADT threshold of 140,000 vehicles for projects with higher potential for MSAT impacts.

VMT estimated for the proposed project is slightly lower than under no project conditions because the roadway connection provides a more direct and efficient travel route (Weir pers. comm.). This reduction in VMT would lead to lower overall MSAT emissions. The extension of Roseville Parkway at Washington Boulevard would move some traffic closer to nearby homes; therefore, there may be localized areas where ambient concentrations of MSATs could be higher than the cumulative no project condition. However, Roseville Parkway is not considered a high-traffic road or roadway with significant diesel volumes (California Air Resources Board 2005²). Accordingly, operation of the project would not expose sensitive receptors to substantial MSAT concentrations. This impact would be less than significant, and no mitigation is required.

² CARB's (2005) *Air Quality and Land Use Handbook* defines high-traffic urban roads as those with greater than 100,000 vehicles per day and high-traffic rural roads as those with greater than 500,000 vehicles per day. ADT in the project area for the project under cumulative year (2035) conditions would not exceed 20,000 vehicles (Kimley-Horn 2020). Heavy-duty trucks on local roadways throughout the city typically comprise no more than approximately 2 percent of ADT.

d) Other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Although offensive odors rarely cause any physical harm, they can be unpleasant, leading to citizen complaints to local governments and air districts. Diesel-powered equipment operating during construction may generate odors that are evident in the immediately surrounding area. These activities would be intermittent and temporary in duration and, therefore, would not result in nuisance odors. The project does not meet any of the facility types identified by CARB (2005) or PCAPCD (2017) as odor-generating; thus, the project would not generate substantial operational odors. Accordingly, the proposed project would not create objectionable odors affecting a substantial number of people. This impact would be less than significant, and no mitigation is required.

3.2.3.3 Mitigation Measures

Mitigation Measure AQ-1: Reduce construction-generated emissions from equipment exhaust

The City shall require its prime construction contractor to implement the following measures to reduce construction-generated emissions from equipment and vehicle exhaust. The list of required measures was informed by PCAPCD's recommended construction mitigation measures.

- Use construction equipment with engines meeting USEPA Tier 4 Final or better emission standards. Equipment requirements may be waived by the City, but only under any of the following unusual circumstances: if a particular piece of off-road equipment with Tier 4 Final standards is technically not feasible; not commercially available; or there is a compelling emergency need to use off-road equipment that does not meet the equipment requirements above. If the City grants the waiver, the contractor shall use the next cleanest piece of off-road equipment available, in the following order: Tier 4 Interim, Tier 3, and then Tier 2 engines.
- Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes (California Code of Regulations, Title 13, sections 2449(d)(3) and 2485). Provide clear signage that posts this requirement for workers at the entrances to the site.
- Maintain all construction equipment in proper working condition according to manufacturer's specifications.

3.2.3.4 References Cited

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3.2.4 Biological Resources

IV. Biological Resources	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance (including essential fish habitat)?	☐	☐	☐	☒
f. Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

3.2.4.1 Methods

This biological resources section is based on information provided by Madrone Ecological Consulting, LLC. (Madrone) that included a review of standard sources, and biological surveys conducted on September 5 and 25, 2019 (Madrone Ecological Consulting, LLC 2019a, 2019b). ICF biologists conducted additional

surveys on March 19 and April 10, 2020 to document existing conditions and to conduct focused special-status plant surveys. The 2020 surveys also assessed natural areas outside the project footprint to account for potential indirect effects on aquatic resources and special-status species. This buffer area includes undeveloped habitat consisting mostly of grassland within approximately 250 feet of the project footprint. The project footprint and buffer area comprise the study area.

The following sources of information were reviewed and used to support this analysis.

- A list of sensitive species from the California Natural Diversity Database (CNDDDB) records search of the Roseville, Sheridan, Lincoln, Gold Hill, Rocklin, Folsom, Citrus Heights, Rio Linda, and Pleasant Grove U.S. Geological Survey (USGS) 7.5-minute quadrangles (California Department of Fish and Wildlife 2020).
- California Native Plant Society's (CNPS) *Inventory of Rare and Endangered Plants of California* for the same USGS quadrangles listed above under CNDDDB (California Native Plant Society 2020).
- Aquatic Resources Delineation Report for Roseville Parkway Extension prepared for the City of Roseville and approved jurisdictional determination issued by the U.S. Army Corps of Engineers (USACE) (Madrone Ecological Consulting, LLC 2019a).
- Roseville Parkway Stockpile Study Area—Habitat Suitability Analysis for Special-Status Species memorandum prepared for the City of Roseville for the project site (Madrone Ecological Consulting, LLC 2019b).
- Approved Jurisdictional Determination and Approved Jurisdictional Determination Form from the Department of the Army, USACE, Sacramento District (U.S. Army Corps of Engineers 2019).
- Addendum to the North Industrial Planning Area (NIPA) Parcel 50-Foothills Corporate Center Grading Plan Mitigated Negative Declaration (SCH#2012092020, Adopted October 11, 2012) (City of Roseville 2012).
- Clean Water Act Section 401 Technically Conditioned Water Quality Certification; Coastal Partners, LLC, Foothill Distribution Center Project (WDID#5A31CR00331), Placer County (Central Valley Regional Water Quality Control Board 2012).
- Personal communication between Ms. Sarah VonderOhe (Madrone Ecological Consulting) and Ms. Stefanie Tadlock (Central Valley Regional Water Quality Control Board [RWQCB]) on December 5, 2019 regarding the state jurisdictional status of the artificially created features on the project site. During this telephone conversation, Ms. Tadlock concurred that the features would not be considered waters of the State.

This information was used to develop lists of special-status species and vegetation communities of special concern that could be present in the project vicinity, and to determine the extent of previous mitigation requirements (including habitat compensation for federally listed branchiopods) implemented for other nearby projects that overlap with the study area.

3.2.4.2 Setting

The study area is located in the transition zone between the Sacramento Valley and northern Sierra Nevada Foothill subregions of the California Floristic Province (Baldwin et al. 2012:42, 43). The topography in the study area is relatively level with some small hills, and elevations range from approximately 100 to 150 feet above mean sea level.

The natural communities in the study area are interspersed with roadways, UPRR tracks, commercial and industrial areas, and residential development. Natural communities identified during botanical field surveys are described in the following subsections. The descriptions of the aquatic resources are based primarily on information from the aquatic resources delineation report (Madrone Ecological Consulting, LLC 2019a).

The study area supports both common natural communities and natural communities of special concern. Common natural communities are habitats with low species diversity that are widespread, reestablish naturally after disturbance, or support primarily nonnative species. These communities are not generally protected by agencies unless the specific site is habitat for or supports special-status species (e.g., raptor foraging or nesting habitat, upland habitat in a wetland watershed). The common natural community in the study area is annual grassland.

Natural communities of special concern are habitats considered sensitive because of their high species diversity, high productivity, unusual nature, limited distribution, or declining status. Local, state, and federal agencies consider these habitats important. The CNDDDB contains a current list of rare natural communities throughout the state. There are no natural communities of special concern in the study area.

Natural communities and developed areas within the study area are described below.

Annual Grassland

The study area predominantly consists of a disturbed annual grassland, which is dominated by the following nonnative annual grasses and forbs: soft brome (*Bromus hordeaceus*), wild and slender oats (*Avena fatua* and *A. barbata*), Italian rye grass (*Festuca perennis*), Mediterranean barley (*Hordeum marinum* ssp. *gussoneanum*), medusahead grass (*Elymus caput-medusae*), yellow star-thistle (*Centaurea solstitialis*), winter vetch (*Vicia villosa*), prickly lettuce (*Lactuca serriola*), wild

geranium (*Geranium dissectum*), and big heron bill (*Erodium botrys*) (Madrone Ecological Consulting, LLC 2019a). Native species observed at lower densities include: slender tarweed (*Holocarpha virgata*), turkey mullein (*Croton setiger*), spikeweed (*Centromadia fitchii*), miniature lupine (*Lupinus bicolor*), small-flowered fiddleneck (*Amsinckia menziesii*), Spanish lotus (*Acmispan americanus*), and butter n' eggs (*Triphysaria eriantha* ssp. *eriantha*).

Developed Areas

Developed land in an around the study area consists of commercial and industrial areas (e.g., Roseville RV storage, Celebrations Party Rentals and Tents, Erickson Framing, and FedEx), roadways, and UPRR tracks.

Irrigated Wetlands

Six irrigated wetlands, totaling 0.259 acre, were mapped in the eastern half of the study area by Madrone (2019a) (Figure 3-1). These features are small, shallow depressions that contain plant species indicative of summer moisture, which is thought to originate from periodic irrigation runoff from adjacent landscaping (Madrone Ecological Consulting, LLC 2019a). Although 1.24 inches of rain had fallen between March 14 and 18, 2020, these features did not contain water during the March 19, 2020 site visit conducted by ICF (National Oceanic and Atmospheric Administration 2020). This lack of water suggests that these irrigated wetlands do not hold surface water for very long, which would discourage aquatic invertebrates from inhabiting these wetland features. The irrigated wetlands include the following dominant species: Italian rye grass, spike rush (*Eleocharis macrostachya*), Mediterranean barley, hyssop loosestrife (*Lythrum hyssopifolia*), tall flat sedge (*Cyperus eragrostis*), soft rush (*Juncus effusus*), sandbar willow (*Salix exigua*), black willow (*S. gooddingii*), and Fremont's cottonwood (*Populus fremontii*). The irrigated wetlands are artificially created features and were determined to be non-jurisdictional by the USACE and RWQCB (Madrone Ecological Consulting, LLC 2019a; U.S. Army Corps of Engineers 2019; VonderOhe pers.comm.).

Artificially Created Seasonal Wetland

Three artificially created seasonal wetlands (totaling 0.035 acre) were mapped in the western portion of the study area in 2019 (Figure 3-1) (Madrone Ecological Consulting, LLC 2019a). Dominant plant observed species in the seasonal wetlands include: Italian rye grass, hyssop loosestrife, toad rush (*Juncus bufonius* var. *bufonius*), needle-leaf navarretia (*Navarretia intertexta*), and purslane speedwell (*Veronica peregrina*).

Historical aerial photography of the study area was reviewed and prior to 2016 no wetlands were present; therefore, it was determined that these features were the result of grading activities that occurred in 2016 (Madrone Ecological Consulting,

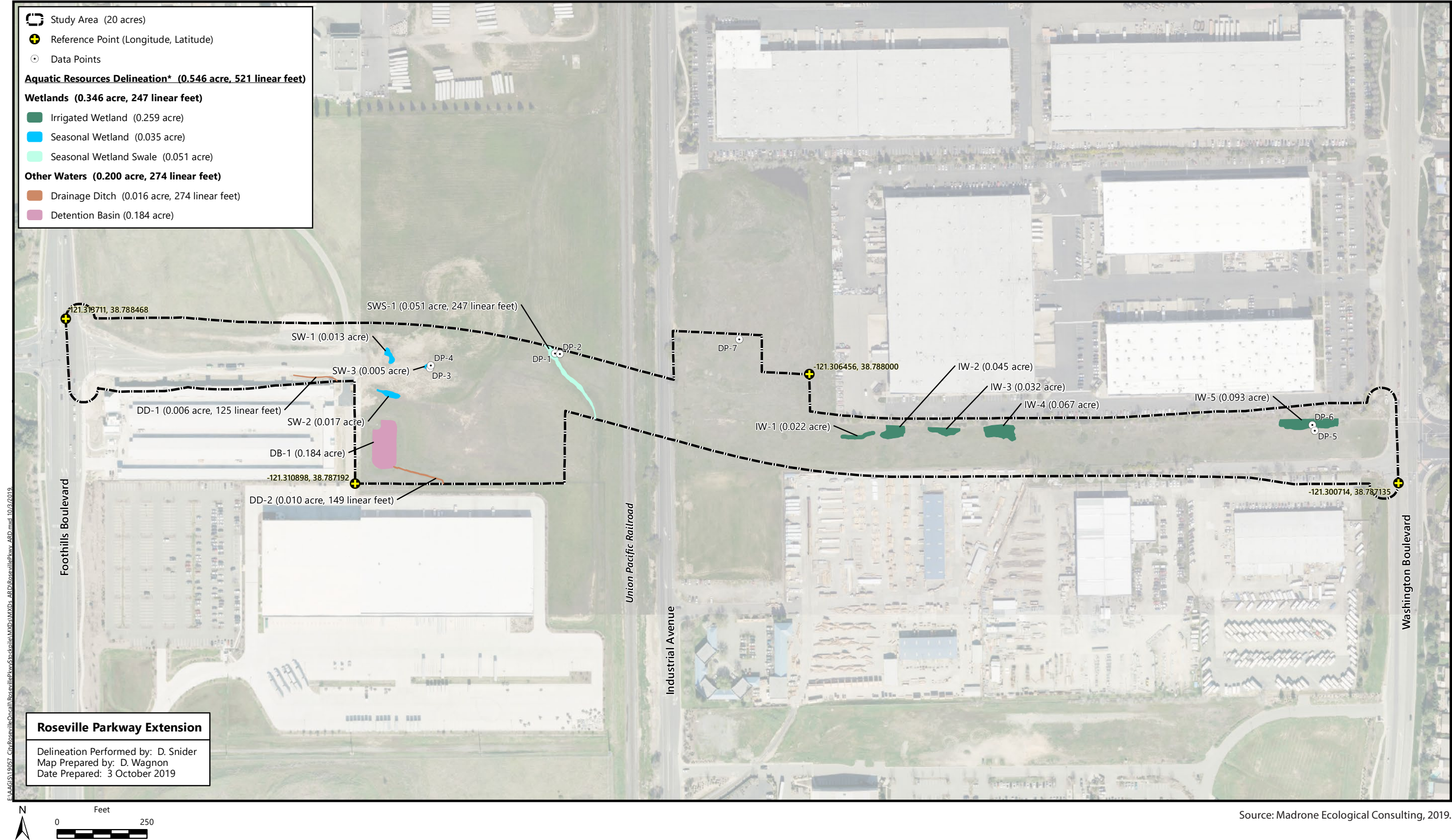


Figure 3-1 Biological Resources

LLC 2019a). During the March 2020 ICF site visit, these features contained moist soil, but lacked standing water, despite the 1.24 inches of rain that fell between March 14 and 18, 2020 (National Oceanic and Atmospheric Administration 2020).

The 2016 grading was part of a grading plan that covered two parcels, totaling 60 acres between Foothills Boulevard and Industrial Boulevard. The 60 acres graded in 2016 overlap with the eastern half of the proposed project. The grading plan was analyzed under the NIPA PCL 50-Foothills Corporate Center Grading Plan Mitigated Negative Declaration (City of Roseville 2012). Mitigation for the Foothills Corporate Center grading project included a payment to the National Fish and Wildlife Fund for the purchase of 0.272 acre of vernal pool creation credits to mitigate for 0.258 acre of impacts on waters of the United States (Central Valley Regional Water Quality Control Board 2012).

The seasonal wetlands are artificially created features and were determined to be non-jurisdictional by the USACE and RWQCB (Madrone Ecological Consulting, LLC 2019a; U.S. Army Corps of Engineers 2019; VonderOhe pers.comm.).

In the grassland north of and adjacent to the study area, 15 topographic depressions were observed during the April 10, 2020 site visit (a protocol delineation was not conducted); these features were either inundated or saturated, and were dominated by the same suite of plant species observed in the study area, with the addition of bracted popcorn flower (*Plagiobothrys bracteatus*). In the western half of the grassland containing the study area, there are two long linear features (approximately 475 and 725 feet long) draining north; the remaining features are relatively small and scattered in the grassland containing the study area. East of Industrial Avenue in the grassland containing the study area, a long wetland ditch extends to a larger wetland ringed with black willow, sandbar willow, and Fremont's cottonwood.

Seasonal Wetland Swale

A 0.051-acre seasonal wetland swale was mapped in the western portion of the study area in 2019 (Figure 3-1) (Madrone Ecological Consulting, LLC 2019a). Dominant plant species in the swale included Italian rye grass, small quaking grass (*Briza minor*), medusahead, medusahead grass, Mediterranean barley, and hyssop loosestrife.

This feature is fed by runoff from an industrial building on the south side of the study area, ultimately draining to the storm drain system (Madrone Ecological Consulting, LLC 2019a). Although the seasonal wetland swale existed prior to construction of the industrial building, historic aerial imagery and the aquatic mapping for the grading in 2016 indicate that this feature did not receive sufficient water to function as a wetland (Madrone Ecological Consulting, LLC 2019a). During the March 19, 2020 site visit, ICF biologists observed the swale's continuation north through a

large topographical depression that had been recently tilled. Continuing north, beyond the topographical depression, the swale passes through the southeast corner of the Albertsons grocery store distribution center property and into a ditch. The ditch is bounded on the east by the railroad, and on the west by the Albertsons development. On March 19, 2020, surface water was present in the swale and the soil was saturated. No invertebrates were observed.

The seasonal wetland swale within the project boundary was determined to be non-jurisdictional by the USACE and RWQCB (Madrone Ecological Consulting, LLC 2019a; U.S. Army Corps of Engineers 2019; VonderOhe pers.comm.).

Drainage Ditch

Two drainage ditches are located in the western half of the study area. Dominant plant species observed within the two western ditches include sedges (*Carex* sp.), cattails (*Typha* sp.), and Italian rye grass.

The features in the western half of the study area appear to have been excavated for drainage purposes in support of industrial development (Madrone Ecological Consulting, LLC 2019a) (Figure 3-1). These ditches are connected to other human-made features (culverts and detention basins). The two western ditches were determined to be non-jurisdictional by the USACE and RWQCB (Madrone Ecological Consulting, LLC 2019a; U.S. Army Corps of Engineers 2019; VonderOhe pers.comm.).

Detention Basin

A 0.184-acre detention basin is located in the southwestern portion of the study area and abuts the FedEx Ground and Roseville Self Storage facilities (Figure 3-1). Dominant plant species observed in the detention basin included spike rush, cattails (*Typha* spp.), and rabbits foot grass (*Polypogon monspeliensis*).

This feature was constructed to capture runoff from the commercial facilities. The detention basin was determined to be non-jurisdictional by the USACE and RWQCB (Madrone Ecological Consulting, LLC 2019a; U.S. Army Corps of Engineers 2019; VonderOhe pers.comm.). On March 19, 2020, the basin was inundated (estimated to be less than 1 foot deep), which was likely the result of 1.24 inches of rain that had fallen between March 14 and 18, 2020 (National Oceanic and Atmospheric Administration 2020). Invertebrates and tadpoles (Pacific tree frog [*Pseudacris regilla*]) were observed in the detention basin during the March 19, 2020 site visit by ICF biologists.

3.2.4.3 Special-Status Species

For the purpose of this initial study/mitigated negative declaration (IS/MND), special-status species are plants and animals that are legally protected under the federal

Endangered Species Act (ESA), California Endangered Species Act (CESA), or other regulations, and species that are considered sufficiently rare by the scientific community to qualify for such listing. Special-status plants and animals are those species in any of the categories listed below.

- Species listed or proposed for listing as threatened or endangered under the federal ESA (50 Code of Federal Regulations Section 17.11 [listed animals], 50 Code of Federal Regulations Section 17.12 [listed plants], and various notices in the *Federal Register* [proposed species]).
- Species that are candidates for possible future listing as threatened or endangered under the federal ESA (80 *Federal Register* 80584, December 24, 2015).
- Species listed or proposed for listing by the State of California as threatened or endangered under CESA (14 California Code of Regulations Section 670.5).
- Species that meet the definitions of rare or endangered under CEQA (State CEQA Guidelines Section 15380).
- Plants listed as rare under California Native Plant Protection Act (California Fish and Game Code Section 1900 et seq.).
- Plants with a California Rare Plant Rank of 1 or 2.
- Animal species of special concern to the California Department of Fish and Wildlife (CDFW).
- Animals fully protected in California (California Fish and Game Code Section 3511 [birds], Section 4700 [mammals], Section 5050 [amphibians and reptiles], and Section 5515 [fish]).

Based on a review of this information and surveys conducted by Madrone (2019a, 2019b) and ICF biologists, the project site and adjacent areas that contain annual grasslands and seasonal wetlands and swales support potential habitat for the following special-status plant and wildlife species.

Special-Status Plant Species

Based on queries of the CNDDDB, CNPS's rare plant inventory, the U.S. Fish and Wildlife Service (USFWS) website, a review of Madrone 2019a and 2019b, and ICF's vegetation survey, 15 special-status plant species were identified as occurring in the project region (Table 3-6). The natural communities in the study area contain potential habitat for eight of the 15 species. The remaining seven species have habitat or microhabitat requirements that are not present in the study area or that occur at elevations substantially higher than the study area. Additionally, the relatively high level of historical and ongoing disturbance drastically reduces the quality of potential habitat for special-status plant species in the study area.

The April 10, 2020 botanical survey of the study area coincided with the identifiable period of eight special-status plants with potential to occur in the study area. No special-status plant species were observed in the study area and as a result, are not further analyzed in this document.

Table 3-6. Sensitive Plant Species Known or with Potential to Occur in the Project Region

Common Name Scientific Name	Status ^a	Geographic Distribution	General Habitat Description	Blooming Period	Likelihood for Occurrence in the Study Area
	Federal/ State/CRPR				
Big-scale balsamroot <i>Balsamorhiza macrolepis</i>	—/—/1B.2	Scattered occurrences in the Coast Ranges and Sierra Nevada Foothills	Sometimes on serpentine soils in chaparral, cismontane woodland, valley and foothill grassland; 295–5,101 feet.	March–June	None: The disturbed grassland in the study area supports low-quality habitat. Species was not observed during appropriately timed April 10, 2020 botanical survey.
Valley brodiaea <i>Brodiaea rosea</i> ssp. <i>vallicola</i>	—/—/4.2	Northern Sierra Nevada Foothills, eastern Sacramento Valley, northeastern San Joaquin Valley	Valley and foothill grassland (swales), vernal pools, on old alluvial terraces composed of silty, sandy, gravelly loam; 30–1,100 feet.	April–May (June)	None: The disturbed grassland in the study area supports low-quality habitat. Species was not observed during appropriately timed April 10, 2020 botanical survey.
Hispid bird's-beak <i>Chloropyron molle</i> ssp. <i>hispidum</i>	—/—/1B.1	Central Valley in Alameda, Fresno, Kern, Merced, Placer, and Solano Counties	Meadows and seeps, playas, valley and foothill grassland, on alkaline soils; 3–508 feet	June–September	None: The disturbed grassland does not contain suitable alkaline soil habitat. Species was not observed during appropriately timed September 5 and 25, 2019 wetland survey.
Brandegge's clarkia <i>Clarkia biloba</i> ssp. <i>brandegeae</i>	—/—/4.2	Northern Sierra Nevada foothills from Butte County to El Dorado County	Chaparral, oak woodland; 970–2,900 feet	May–July	None: Study area does not contain suitable habitat (chaparral or oak woodland).
Dwarf downingia <i>Downingia pusilla</i>	—/—/2B.2	Central Valley	Valley and foothill grassland (mesic), vernal pools; below 1,459 feet	March–May	None: The seasonal wetland swale supports marginally suitable hydrology and could provide suitable habitat. Species was not observed during appropriately timed April 10, 2020 botanical survey.

Common Name Scientific Name	Status ^a	Geographic Distribution	General Habitat Description	Blooming Period	Likelihood for Occurrence in the Study Area
	Federal/ State/CRPR				
Stinkbells <i>Fritillaria agrestis</i>	—/—/4.2	Outer North Coast Ranges, Sierra Nevada Foothills, Central Valley, central western California	Grasslands, foothill woodlands, and open grassy areas in chaparral, between 30–5,100 ft	March–June	None: The disturbed grassland in the study area supports low-quality habitat. Species was not observed during appropriately timed April 10, 2020 botanical survey.
Boggs Lake hedge-hyssop <i>Gratiola heterosepala</i>	—/E /1B.2	Inner North Coast Ranges, Central Sierra Nevada Foothills, Sacramento Valley and Modoc Plateau: Fresno, Lake, Lassen, Madera, Merced, Modoc, Placer, Sacramento, Shasta, Siskiyou, San Joaquin, Solano, and Tehama Counties; also Oregon	Clay soils in areas of shallow water, marshes and swamps (lake margins), vernal pools; 33–7,791 feet	April–August	None: Species requires vernal pools or seasonal wetlands with extended hydroperiod, which do not occur in the study area. Species was not observed during appropriately timed April 10, 2020 botanical survey.
Ahart's dwarf rush <i>Juncus leiospermus</i> var. <i>ahartii</i>	—/—/1B.2	Eastern Sacramento Valley, northeastern San Joaquin Valley with occurrences in Butte, Calaveras, Placer, Sacramento, Tehama, and Yuba Counties	Wet areas in valley and foothill grassland (mesic); 98–751 feet	March–May	None: Species requires vernal pools or seasonal wetlands with extended hydroperiod, which do not occur in the study area. Species was not observed during appropriately timed April 10, 2020 botanical survey.
Red Bluff dwarf rush <i>Juncus leiospermus</i> var. <i>leiospermus</i>	—/—/1B.1	Northern Sacramento Valley and Cascade Range foothills with occurrences in Butte, Placer, Shasta, and Tehama Counties	Seasonally wet areas in chaparral, cismontane woodland, meadows and seeps, valley and foothill grassland, vernal pools; 115–4,101 feet	March–June	None: Species requires vernal pools or seasonal wetlands with extended hydroperiod, which do not occur in the study area. Species was not observed during appropriately timed April 10, 2020 botanical survey.

Common Name Scientific Name	Status ^a	Geographic Distribution	General Habitat Description	Blooming Period	Likelihood for Occurrence in the Study Area
	Federal/ State/CRPR				
Legenere <i>Legenere limosa</i>	—/—/1B.1	Primarily in the lower Sacramento Valley, also from north Coast Ranges, northern San Joaquin Valley and the Santa Cruz Mountains	Deep, seasonally wet habitats such as vernal pools, ditches, marsh edges, and river banks; below 2,887 feet	April–June	None: The recently constructed detention basin contains potential low-quality habitat, but the feature is hydrologically isolated and species occurrence is extremely unlikely. Species was not observed during appropriately timed April 10, 2020 botanical survey.
Pincushion navarretia <i>Navarretia myersii</i> ssp. <i>myersii</i>	—/—/1B.1	Central Valley in Amador, Calaveras, Merced, Placer, and Sacramento Counties	Edge of vernal pools; 66–1,083 feet	April–May	None: The seasonal wetland swale has low-quality potentially suitable habitat. Species was not observed during appropriately timed April 10, 2020 botanical survey.
Adobe navarretia <i>Navarretia nigelliformis</i> ssp. <i>nigelliformis</i>	—/—/4.2	Great Valley and adjacent foothills	Vernal pools and clay flats; below 3,280 feet	April–June	None: The seasonal wetland swale has low-quality potentially suitable habitat. Species was not observed during appropriately timed April 10, 2020 botanical survey.
Sacramento Orcutt grass <i>Orcuttia viscida</i>	E/E/1B.1	Endemic to Sacramento County	Vernal pools; 98–328 feet	April–July	None: The seasonal wetland swale has low-quality potentially suitable habitat. Species was not observed during appropriately timed April 10, 2020 botanical survey.
Sanford's arrowhead <i>Sagittaria sanfordii</i>	—/—/1B.2	Scattered locations in Central Valley and Coast Ranges	Marshes and swamps (assorted shallow, slow-moving freshwater); below 2,132 feet	May–Oct	None: The recently constructed detention basin contains potential low-quality habitat, but the feature is hydrologically isolated and species occurrences is extremely unlikely. Species was not observed during appropriately timed April 10, 2020 botanical survey.

^a Status explanations:

Status ^a		General Habitat Description	Blooming Period	Likelihood for Occurrence in the Study Area
Common Name	Federal/ State/CRPR			
Scientific Name	Geographic Distribution			
Federal				
E = Listed as endangered under the federal ESA.				
— = No listing status.				
State				
E = Listed as endangered under CESA.				
— = No listing status.				
CRPR				
1B = rare, threatened, or endangered in California and elsewhere.				
2 = rare, threatened, or endangered in California but more common elsewhere.				
4 = limited distribution; species on a watch list				
.1 = seriously endangered in California (over 80% of occurrences threatened–high degree and immediacy of threat).				
.2 = fairly endangered in California (20–80% occurrences threatened).				

Special-Status Wildlife Species

Based on a review of existing information, including a special-status species habitat evaluation conducted by Madrone (2019b), CNDDDB species occurrences within 5 miles of the study area [2020], and USFWS species list [2020] for the study area, 23 special-status wildlife species were determined to have the potential to occur in the project region (Table 3-7). After completion of the 2020 field surveys and review of species distribution and habitat requirements data, the biologists determined that 18 of the 23 species would not occur in the study area because the area lacks suitable habitat or is outside the species' known range. An explanation for the absence of each of these species from the study area is provided in Table 3-7.

Two special-status bat species (Townsend's big-eared bat [*Corynorhinus townsendii townsendii*] and western red bat [*Lasiurus blossevillei*]) could forage over the study area but are not expected to roost in the study area based on the lack of suitable roost trees or structures.

The CNDDDB contains records of vernal pool fairy shrimp (*Branchinecta lynchi*), a federally threatened species, and vernal pool tadpole shrimp (*Lepidurus packardii*), a federally endangered species, in the vicinity of the study area. Based on a special-status species habitat assessment conducted by Madrone in 2019 for the project (2019b), vernal pool tadpole shrimp and vernal pool fairy shrimp are not expected to occur in the study area. Madrone (2019b) provides the following rationale for the species absence. No aquatic resources within the study area were observed to have the appropriate hydroperiod for vernal pool tadpole shrimp (i.e., inundation of at least 54 days to complete life cycle, but with complete dry-down). Three seasonal wetlands and a seasonal wetland swale that occur within the study area may inundate sufficiently to support vernal pool fairy shrimp (i.e., 18-day life cycle); however, these wetlands were formed as a result of construction in the fall of 2016. The area where these wetlands formed was disturbed during the 2012/2013 construction and then again in 2016. It appears that the wetlands are located on fill material, and the relatively minimal vegetation that has established since their creation indicates that the fill soil was likely sterile. There are no aquatic resources upstream of the study area wetlands that could provide a source for the species to become established, and there is no apparent hydrological connection to any other wetland features. This effectively eliminates the transport of vernal pool shrimp or their eggs through watershed processes.

Suitable habitat is present in the study area for the remaining five species listed and discussed below.

- Western spadefoot (*Spea hammondi*)
- Swainson's hawk (*Buteo swainsoni*)

- Northern harrier (*Circus cyaneus*)
- White-tailed kite (*Elanus lucurus*)
- Burrowing owl (*Athene cunicularia*)

Western Spadefoot

The western spadefoot is designated as a state species of special concern. Western spadefoot toads typically inhabit lowland habitats such as washes, floodplains of rivers, alluvial fans, playas, and alkali flats. This species may also be found in the foothills and mountain regions. Western spadefoot toads prefer areas of open vegetation and short grasses where the soil is sandy or gravelly (U.S. Fish and Wildlife Service 2005). They are found in the valley and foothill grasslands, open chaparral, and pine-oak woodlands. Spadefoot toads are primarily terrestrial and require upland habitats for feeding and for constructing burrows for their long dry-season dormancy (U.S. Fish and Wildlife Service 2005). They require wetlands for reproduction and have been observed in a variety of permanent and temporary wetlands including rivers, creeks, pools in intermittent streams, vernal pools, and temporary rain pools (U.S. Fish and Wildlife Service 2005). Larval development can be completed in 3 to 11 weeks but has been known to take up to 79 days from hatching to metamorphosis (U.S. Fish and Wildlife Service 2005). Vernal pools and other temporary wetlands may be optimal for breeding because of the absence or reduced abundance of predators (U.S. Fish and Wildlife Service 2005).

The detention basin provides potential breeding habitat for western spadefoot because it retains water for a sufficient period of time to support larval development (minimum of 30 days). The closest CNDDDB occurrences for spadefoot in the vicinity of the study area consists of a 1990 record in the vicinity of Pleasant Grove Boulevard and Woodcreek Oaks Boulevard, approximately 1.1 miles southwest of the study area (California Department of Fish and Wildlife 2020).

Table 3-7. Sensitive Wildlife Species Known or with Potential to Occur in the Project Region

Common Name Scientific Name	Legal Status (Federal/State)^a	General Habitat Description	Likelihood of Occurrence in the Study Area
Invertebrates			
Conservancy fairy shrimp <i>Branchinecta conservatio</i>	E/-	Largest California fairy shrimp species most often found in large (3,900 to 7,500 meter square) clay bottom vernal pools to very large (356,253 meter square) vernal lakes.	None: Wetland habitat in the study area does not provide the characteristics of occupied habitat known to support Conservancy fairy shrimp.
Vernal pool fairy shrimp <i>Branchinecta lynchi</i>	T/-	Found in Central Valley, central and south Coast Ranges from Tehama County to Santa Barbara County; isolated populations also in Riverside County; common in vernal pools; also found in sandstone rock outcrop pools.	None: Wetland habitat in the study area does not provide the characteristics of occupied habitat known to support vernal pool fairy shrimp.
Vernal pool tadpole shrimp <i>Lepidurus packardii</i>	E/-	Found from Shasta County south to Merced County; occur in vernal pools and ephemeral stock ponds.	None: Wetland habitat in the study area does not provide the characteristics of occupied habitat known to support vernal pool tadpole shrimp.
Valley elderberry longhorn beetle <i>Desmocerus californicus dimorphus</i>	T/-	Stream side habitats below 3,000 feet throughout the Central Valley; occur in riparian and oak savanna habitats with elderberry shrubs; elderberries are the host plant.	None: No elderberry shrubs are present in the study area.
Amphibians			
California red-legged frog <i>Rana aurora draytonii</i>	T/SSC	Found along the coast and coastal mountain ranges of California from Marin County to San Diego County and in the Sierra Nevada from Tehama County to Fresno County; occur in permanent and semipermanent aquatic habitats, such as creeks and cold-water ponds, with emergent and submergent vegetation; may estivate in rodent burrows or cracks during dry periods.	None: No suitable perennial aquatic habitat is present within the study area and the species has not been previously documented within valley grassland habitat in western Placer County. The closest CNDDB occurrences are more than 30 miles north and northeast of the study area.

Common Name Scientific Name	Legal Status (Federal/State) ^a	General Habitat Description	Likelihood of Occurrence in the Study Area
Western spadefoot <i>Spea hammondi</i>	–/SSC	Breeding and egg laying in seasonal wetlands such as vernal pools and stock ponds, spends most of the year underground in burrows in annual grasslands and oak woodlands within the Sierra Nevada foothills, Central Valley and Coast Ranges.	Low: Potential habitat is present at the detention basin in the study area. However, this basin is bound by development to the south and west and annual grassland to the north and east and is routinely disturbed, which reduces the likelihood of occurrence in the study area. Closest CNDDB occurrence is 1.1 miles southwest of the study area (California Department of Fish and Wildlife 2020).
Reptiles			
Giant garter snake <i>Thamnophis couchi gigas</i>	T/T–	Sloughs, canals, low gradient streams and freshwater marsh habitats where there is a prey base of small fish and amphibians; also found in irrigation ditches and rice fields; requires grassy banks and emergent vegetation for basking and areas of high ground protected from flooding during winter.	None: No suitable perennial marsh or drainage habitat is present within the study area.
Pacific pond turtle <i>Actinemys marmorata</i>	–/SSC	Occurs throughout California west of the Sierra-Cascade crest; found from sea level to 6,000 feet; does not occur in desert regions except for along the Mojave River and its tributaries; occupies ponds, marshes, rivers, streams, and irrigation canals with muddy or rocky bottoms and with watercress, cattails, water lilies, or other aquatic vegetation in woodlands, grasslands, and open forests.	None: No suitable perennial aquatic habitat is present within the study area. The closest potential habitat is approximately 0.6 mile to the southwest at Woodcreek Golf Club (California Department of Fish and Wildlife 2020).
Birds			
Bank swallow <i>Riparia riparia</i>	–/T	Occurs along the Sacramento River from Tehama County to Sacramento County, along the Feather and lower American Rivers, in the Owens Valley; and in the plains east of the Cascade Range in Modoc, Lassen, and northern Siskiyou Counties.	None: No suitable river or stream bank habitat is present in study area. No known CNDDB occurrence within 2 miles of the study area.

Common Name Scientific Name	Legal Status (Federal/State) ^a	General Habitat Description	Likelihood of Occurrence in the Study Area
		Small populations near the coast from San Francisco County to Monterey County. Nests in bluffs or banks, usually adjacent to water, where the soil consists of sand or sandy loam, along streams, coastal bluffs, and sand/gravel pits.	
Burrowing owl <i>Athene cunicularia hypugaea</i>	–/SSC	Lowlands throughout California, including the Central Valley, northeastern plateau, southeastern deserts, and coastal areas; rare along south coast; level, open, dry, heavily grazed or low stature grassland or desert vegetation with available burrows.	Low: Grassland in the study area represents potential breeding and wintering habitat for the species. No known occurrences within the study area and species was not detected during September 2019 surveys conducted by Madrone (2019b) and March 2020 surveys conducted by ICF.
California black rail <i>Laterallus jamaicensis coturniculus</i>	–/T, FP	Permanent resident in the San Francisco Bay and eastward through the Delta into Sacramento and San Joaquin Counties; small populations in Marin, Santa Cruz, San Luis Obispo, Orange, Riverside, and Imperial Counties; tidal salt marshes associated with heavy growth of pickleweed; also occurs in brackish marshes or freshwater marshes at low elevations. Recently discovered northern Sierra Nevada foothill population occupies shallow, densely vegetated freshwater wetlands.	None: No suitable freshwater marsh habitat is present within the study area. No known CNDDB occurrence within 2 miles of the study area.
Grasshopper sparrow <i>Ammodramus savannarum</i>	–/SSC	Dry, dense grasslands with a variety of grasses and tall forbs and scattered shrubs in the foothills of the Sierra Nevada and Coast Ranges from Mendocino and Trinity Counties south to San Diego County.	Moderate: Suitable foraging and nesting habitat is present within annual grassland in the study area.
Northern harrier <i>Circus cyaneus</i>	–/SSC	Occurs in grasslands, meadows, marshes, and seasonal and agricultural wetlands throughout lowland California.	High: Suitable nesting and foraging habitat is present within annual grassland in study area. Species was observed foraging in the vicinity of the study area during the March 2020 survey conducted by ICF.

Common Name Scientific Name	Legal Status (Federal/State) ^a	General Habitat Description	Likelihood of Occurrence in the Study Area
Purple martin <i>Progne subis</i>	–/SSC	Nests in abandoned woodpecker holes in oaks, cottonwoods, and other deciduous trees in a variety of wooded and riparian habitats. Also nests in vertical drainage holes under elevated freeways and highway.	None: No suitable nesting habitat is present in the study area.
Swainson's hawk <i>Buteo swainsoni</i>	–/T	Lower Sacramento and San Joaquin Valleys, the Klamath Basin, and Butte Valley; highest nesting densities occur near Davis and Woodland, Yolo County; nests in oaks or cottonwoods in or near riparian habitats; forages in grasslands, irrigated pastures, and grain fields.	High: Annual grassland in the study area represents suitable foraging habitat. Trees adjacent to the study area could support nesting. The closest CNNDDB nest sites are located 1.4 and 1.8 miles northwest from the study area (California Department of Fish and Wildlife 2020).
Tricolored blackbird <i>Agelaius tricolor</i>	–/T, SSC	Permanent resident in the Central Valley from Butte County to Kern County; breeds at scattered coastal locations from Marin County south to San Diego County; and at scattered locations in Lake, Sonoma, and Solano Counties; rare nester in Siskiyou, Modoc, and Lassen Counties; nests in dense colonies in emergent marsh vegetation, such as tules and cattails, or upland sites with blackberries, nettles, thistles, and grainfields; habitat must be large enough to support 50 pairs; probably requires water at or near the nesting colony.	None: No suitable nesting habitat is present within the study area. No known CNNDDB occurrence within 2 miles of the study area.
White-tailed kite <i>Elanus leucurus</i>	–/FP	Lowland areas west of Sierra Nevada from the head of the Sacramento Valley south, including coastal valleys and foothills to western San Diego County at the Mexico border; low foothills or valley areas with valley or live oaks, riparian areas, and marshes near open grasslands for foraging.	High: Annual grassland in the study area represents suitable foraging habitat. Trees adjacent to the study area could support nesting. The nearest CNNDDB occurrence is 0.8 mile southwest of the study area

Mammals

Common Name Scientific Name	Legal Status (Federal/State)^a	General Habitat Description	Likelihood of Occurrence in the Study Area
Townsend's big-eared bat <i>Corynorhinus townsendii townsendii</i>	–/SSC	Roosts in caves, tunnels, mines, and dark attics of abandoned buildings; very sensitive to disturbances and may abandon a roost after one on-site visit.	None: No suitable roosting habitat is present in the study area. May forage or drink in the study area.
Western red bat <i>Lasiurus blossevillii</i>	–/SSC	Found throughout much of California at lower elevations. Found primarily in riparian and wooded habitats. Occurs at least seasonally in urban areas. Day roosts in trees within the foliage. Found in fruit orchards and sycamore riparian habitats in the Central Valley.	None: Typically requires larger expanses of wooded habitat for roosting. No suitable roost trees are present in the study area. May forage or drink in the study area.

Swainson's Hawk

Swainson's hawk is a state-listed threatened species. Swainson's hawks forage in grasslands, grazed pastures, alfalfa and other hay crops, and certain grain and row croplands. Vineyards, orchards, rice, and cotton crops are generally unsuitable for foraging because of the density of the vegetation (California Department of Fish and Game 1994). They usually nest in large, mature trees. Most nest sites (87 percent) in the Central Valley are found in riparian habitats (Estep 1989), primarily because trees are more available there. Swainson's hawks also nest in mature roadside trees and in isolated trees in agricultural fields or pastures. The breeding season is from March through August (Estep 1989).

Within the study area, potential nesting habitat for Swainson's hawk is restricted to a few large ash trees along Industrial Avenue, and various other trees within nearby greenbelts that border adjacent industrial and residential developments. The closest documented Swainson's hawk nest sites are 1.4 miles to the northwest in William Huges Park and 1.9 miles to the west-northwest in Veteran's Memorial Park, both adjacent to Pleasant Grove Creek (California Department of Fish and Wildlife 2020). Annual grassland in the study area supports small rodents (e.g., mice, voles, pocket gopher), as evidenced by the numerous burrows and grass tunnels and paths throughout this habitat, and, therefore, represents suitable foraging habitat for Swainson's hawk.

Northern Harrier

Northern harrier is designated as California species of special concern. This species is a year-round resident throughout the Central Valley and is often associated with open grassland habitats and agricultural fields. Nests are found on the ground in tall, dense herbaceous vegetation (MacWhirter and Bildstein 1996). Northern harrier nests from April to September, with peak activity in June and July. The breeding population has been reduced, particularly along the southern coast, because of the destruction of wetland habitat, native grassland, and moist meadows and from the burning and plowing of nesting areas during early stages of breeding.

Suitable nesting and foraging habitat for northern harrier is present within annual grassland habitat throughout the study area.

White-Tailed Kite

White-tailed kite is designated as California species of special concern and a fully protected species under the California Fish and Game Code. White-tailed kite occurs in coastal and valley lowlands in California. White-tailed kites generally inhabit low-elevation grassland, savannah, oak woodland, wetlands, agricultural, and riparian habitats. Some large shrubs or trees are required for nesting and for communal roosting sites. Nest trees range from small, isolated shrubs and trees to

trees in relatively large stands (Dunk 1995). White-tailed kites make nests of loosely piled sticks and twigs, lined with grass and straw, near the top of dense oaks, willows, and other trees. The breeding season lasts from February through October and peaks from May to August. They forage in undisturbed, open grassland, meadows, farmland, and emergent wetlands.

White-tailed kite could forage within annual grassland habitat throughout the study area. Potential nesting habitat for white-tailed kites in the study area is restricted to a few large ash trees along Industrial Avenue, and in various other trees along nearby greenbelts that border adjacent industrial and residential developments as described above for Swainson's hawk. Nesting white-tailed kites have been documented 0.8 mile southwest of the study area along the border of Woodcreek Golf Course and Hewlett-Packard.

Burrowing Owl

Burrowing owl is a state species of special concern and is protected during its nesting season under the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code Section 3503.5. Burrowing owl is a ground-nesting raptor that typically uses burrows of other species, such as ground squirrels, for nesting, protection, and shelter. Burrowing owls are a year-long resident in a variety of grasslands, as well as in scrublands with a low density of trees and shrubs and low-growing vegetation. Burrowing owls that nest in the Central Valley may winter elsewhere. The primary habitat requirement of the burrowing owl is burrows appropriate for nesting. Burrowing owls usually nest in abandoned burrows, although they have been known to construct their own burrows in softer soils. In urban and agricultural areas, burrowing owls often use artificial burrows, such as cement culverts, cement, asphalt, or wood debris piles, or openings beneath cement or asphalt pavement, particularly pipes. This owl breeds from March through August and is most active while hunting during dawn and dusk (California Department of Fish and Game 1995).

Annual grassland in the study area represents potential wintering and breeding habitat for burrowing owls. Although no burrowing owl occurrences are known within the study area, small mammal burrows and piles of concrete rubble are present and provide potentially suitable burrow habitat. Burrowing owls or evidence of burrowing owl use (e.g., whitewash, pellets, feathers) were not observed in the study area during the September 2019 surveys conducted by Madrone (2019b) and during March 2020 surveys conducted by ICF.

Non-Special-Status Migratory Birds

In addition to special-status species, non-special-status migratory birds and raptors could nest on or adjacent to the project site, and their occupied nests and eggs are

protected by California Fish and Game Code Sections 3503 and 3503.5 and the federal MBTA.

3.2.4.4 Impact Analysis

- a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?***

Work on the project site could directly or indirectly (through habitat modification) affect wildlife species identified as special-status species in local or regional plans, policies, or regulations, or by CDFW or USFWS. There is no suitable habitat for special-status fish and botanical surveys did not identify any special-status plants on the project site. Therefore, special-status fish and plants are not analyzed in this section. A description of the potential effects on western spadefoot toad and ground-nesting migratory birds and raptors is provided below.

Western Spadefoot Toad

Although suitable breeding habitat in the detention basin would be avoided during construction, upland habitat would be removed or otherwise altered by construction activities such as grading, excavation, and stockpiling of soil. These activities could also result in injury or mortality to western spadefoot toads. Western spadefoot toads could also become entrapped in open trenches or other project facilities. Because the population of western spadefoots in western Placer County is expected to be small and a large amount of potential upland habitat would be disturbed as a result of the proposed project, the loss of individuals would be considered significant.

Implementation of Mitigation Measures BIO-1, BIO-2, and BIO-3 would reduce this impact to a less-than-significant level and ensure that the proposed project would avoid potential impacts on western spadefoot.

Special-Status and Non-Special-Status Migratory Birds and Raptors. Ground-nesting migratory birds and raptors could nest in and adjacent to the project site, including the burrowing owl and northern harrier (both California species of special concern). Riparian and oak woodland habitats in the vicinity of the project site contain numerous trees that provide suitable nesting habitat for raptor species, including Swainson's hawk (state-listed as threatened) and white-tailed kite (fully protected). Implementation of the proposed project could result in removal or disturbance of occupied bird or raptor nests during the breeding season (generally March 1–August 30). Construction activities during the breeding season that result in death of young or loss of reproductive potential would violate California Fish and Game Code Section 3503 (active bird nests) and Section 3503.5 (active raptor

nest) and the MBTA. This impact would be significant. The City will implement Mitigation Measures BIO-1, BIO-2, and BIO-4 to reduce this impact to a less-than-significant level.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

The proposed project would not have a substantial adverse effect on any riparian habitat or sensitive natural community because none occurs on the project site. There would be no impact.

c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

The proposed project would not have a substantial adverse effect on state or federally protected wetlands as defined by Section 404 of the Clean Water Act because no jurisdictional wetlands and non-wetland waters occur on the project site. The aquatic resources delineation and corresponding approved jurisdictional determination by the USACE determined that no waters of the U.S. are present on the project site (Madrone Ecological Consulting, LLC 2019a; U.S. Army Corps of Engineers 2019). As discussed previously, the RWQCB concurred with this determination and provided confirmation that the disturbed and artificially created features on the project site would not be considered waters of the State. There would be no impact.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

The study area is predominantly undeveloped but is bordered and divided by major roadways including Industrial Avenue, Foothill Boulevard, and Washington Boulevard. The study area is also bordered by industrial development to the north and south and residential development to the east. Therefore, the proposed project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. There would be no impact.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance (including essential fish habitat)?

The proposed project would not conflict with any local policies or ordinance protecting biological resources, including Chapter 19.66 (Tree Preservation) in the Roseville Municipal Code. The project site does not support native oaks that would meet the City's definition of protected trees. There would be no impact.

f) Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan?

There are no approved habitat conservation plans, natural community conservation plans, or other adopted plans that would apply to the proposed project. Accordingly, there would be no impact.

3.2.4.5 Mitigation Measures

Mitigation Measure BIO-1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources

Prior to construction, the City's contractor will install high-visibility orange construction fencing and/or flagging around the detention basin to ensure direct and indirect effects on suitable habitat for western spadefoot is avoided. The City will ensure that the final construction plans show the locations where fencing and/or flagging will be installed. The plans will also define the fencing installation procedure. The City or contractor (at the discretion of the City) will ensure that the fencing is maintained throughout the duration of the construction period. If the fencing is removed, damaged, or otherwise compromised during the construction period, construction activities will cease until the fencing is repaired or replaced. The project's special provisions package will provide clear language regarding acceptable fencing material and prohibited construction-related activities, vehicle operation, material and equipment storage, and other surface-disturbing activities within environmentally sensitive areas. A note specifying this information will be included on the project Improvement Plans.

Mitigation Measure BIO-2: Conduct Mandatory Environmental Awareness Training for Construction Personnel

Before any work occurs in the project area, including grading, the City will retain a qualified biologist (familiar with the resources to be protected) to conduct a mandatory contractor/worker environmental awareness training for construction personnel. The awareness training will be provided to all construction personnel

(contractors and subcontractors) to brief them on the need to avoid effects on sensitive biological resources adjacent to construction areas.

The environmental training also will cover general restrictions and guidelines that must be followed by all construction personnel to reduce or avoid effects on sensitive biological resources during project construction. The crew foreman will be responsible for ensuring that crew members adhere to these guidelines and restrictions, and that new personnel review the environmental training prior to starting work on-site.

Mitigation Measure BIO-3: Provide Escape Ramps for Wildlife and Inspect Pits and Trenches Daily

To prevent inadvertent entrapment of western spadefoot toads during construction in grassland habitat, all excavated, steep-walled holes, and trenches more than 6 inches deep, will be provided with one or more escape ramps constructed of earth fill or wooden planks and will be inspected prior to being filled to ensure that no wildlife are present. In the event that holes or pits cannot be ramped, they will be properly covered at night to prevent access by wildlife. Coverings may consist of wooden boards, metal plates, or tarps held down by soil or rocks, with no openings between the cover and the ground. The biological monitor or a designated construction crew member will inspect covered and open trenches and pits each morning and evening during construction to look for spadefoot toads or other wildlife that may have become trapped. It should be noted that spadefoot toads can fall into a trench or pit through the excavated wall of the trench or pit; therefore, these areas must be inspected daily, even if covered.

Mitigation Measure BIO-4: Construct the Project during the Nonbreeding Season or Conduct Pre-Construction Surveys for Nesting Migratory Birds and Raptors

Where vegetation removal is required to construct project features, the City will conduct this activity during the nonbreeding season for migratory birds and raptors (generally between September 1 and February 28), to the extent feasible.

If construction activities (including vegetation removal) cannot be confined to the nonbreeding season, the City will retain a qualified wildlife biologist with knowledge of the relevant species to conduct nesting surveys before the start of construction. The migratory bird and raptor nesting surveys will include a minimum of two separate surveys to look for active migratory bird and raptor nests. Surveys will include a search of all vegetation that provides suitable nesting habitat in the construction area. In addition, a 500-foot area around the construction area will be surveyed for raptors (including burrowing owl) and a 100-foot area around the construction area will be surveyed for song birds. In

addition, solitary trees and woodland habitats within 0.25 mile of the project site will be surveyed for nesting Swainson's hawks. For survey areas outside the project site, the surveyors will walk areas where property access is authorized. For portions of the survey area without property access, the biologist will scan vegetation using binoculars from the project site or from public roads. One survey should be conducted no more than 14 days prior to construction and the second survey should be conducted within 48 hours of the start of construction or vegetation removal. If no active nests are detected during these surveys, no protective measures are required.

If an active nest is found in the survey area, a no-disturbance buffer will be established around the nest site to avoid disturbance or destruction of the nest until the end of the breeding season (August 31) or after a qualified wildlife biologist determines that the young have fledged and moved out of the nesting substrate (this date varies by species). The extent of these buffers will be determined by the biologist and will depend on the level of construction disturbance, line of sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. Suitable buffer distances may vary between species but will be established a minimum of 50 feet from active construction for passerine species and up to 500 feet for non-listed raptor species. A minimum buffer of 1,000 feet will be established for an active Swainson's hawk nest. If site-specific conditions or the nature of the activity (e.g., steep topography, dense vegetation, or minimal construction activities) indicate that a smaller buffer could be used, the City will coordinate with CDFW to determine the appropriate buffer size.

3.2.4.6 References

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3.2.5 Cultural Resources

V. Cultural Resources	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	☐	☐	☐	☒
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☒	☐	☐
c. Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☒	☐	☐

3.2.5.1 Setting Precontact Context

Although the Sacramento Valley may have been inhabited by humans as early as 10,000 years ago, the evidence for early human use likely is buried under deep alluvial sediments that accumulated rapidly during the late Holocene epoch. Archaeological remains of this early period, although rare, have been identified in and around the Central Valley (Johnson 1967; Treganza and Heizer 1953). Johnson (1967) presents evidence for some use of the Mokelumne River area, under what is now Camanche Reservoir, during the late Pleistocene. Archaeologists working at the reservoir found a number of lithic cores and a flake associated with Pleistocene gravels. These archaeological remains have been grouped into what is called the *Farmington Complex*, characterized by core tools and large, reworked percussion flakes (Treganza and Heizer 1953). The economy of this early period is generally thought to be based on exploitation of large game. Later periods are better understood due to more abundant representation in the archaeological record.

The taxonomic framework of the Sacramento Valley has been described in terms of archaeological patterns (Moratto 1984). A *pattern* is a general mode of life characterized archaeologically by technology, particular artifacts, economic systems, trade, burial practices, and other aspects of culture. Fredrickson (1973) identified three general patterns of resource use for the period between 4,500 and 3,500 years before present (BP): the Windmill, Berkeley, and Augustine Patterns.

The Windmill Pattern (4,500–3,000 BP) shows evidence of a mixed economy of game procurement and use of wild plant foods. Windmill archaeological assemblages include numerous projectile points and a wide range of faunal remains. Hunting was not limited to terrestrial animals; fishing hooks and spears have been

found in association with the remains of sturgeon, salmon, and other fish (Moratto 1984). Plants also were used, as indicated by ground stone artifacts and clay balls used for boiling acorn mush. Settlement strategies reflect seasonal adaptations: habitation sites in the valley were occupied during winter with populations moving into the foothills during summer (Moratto 1984).

The Windmill Pattern ultimately changed to a more specialized adaptation entitled the Berkeley Pattern (3,500–2,500 BP). At Berkeley Pattern sites, the use of manos and metates declines in favor of mortars and pestles, indicating greater dependence on acorns. Although gathered resources gained importance during this period, the continued presence of projectile points and atlatls (spear-throwers) in the archaeological record indicates that hunting was still an important activity (Fredrickson 1973).

The Berkeley Pattern was superseded by the Augustine Pattern around AD 500. The Augustine Pattern reflects a change in subsistence and land use patterns to those of the ethnographically known people, the Nisenan, of the historic era. This pattern exhibits high elaboration of ceremonial and social organization, including the development of social stratification. Augustine Pattern assemblages show that well-developed exchange networks were present, along with an increased emphasis on acorn use, evidenced by abundant shaped mortars and pestles, along with hopper mortars. Other notable elements of Augustine Pattern assemblages include flanged tubular smoking pipes, harpoons, clamshell disc beads, and an elaborate baked clay industry that included figurines and pottery vessels (Cosumnes Brownware). The use of the bow and arrow is suggested by the presence of small projectile point types (Gunther Barbed). Mortuary ritual of Augustine Pattern sites includes the introduction of pre-interment burning of offerings in grave pits. Also indicated by Augustine Pattern assemblages are increased village sedentism, population growth, and an incipient monetary economy in which beads were used as a standard of exchange (Moratto 1984).

3.2.5.2 Ethnographic Context

The Nisenan occupied the project area at the time of Euroamerican contact and spoke a Maiduan language (Wilson and Towne 1978:387). The Maiduan family of languages is part of the Penutian stock (Shibley 1978:82, 83). Penutian speakers occupied the Central Valley, Central Sierra Nevada, and the San Francisco Bay area at the time of Euroamerican contact.

The Nisenan occupied the lower Feather River drainage and the drainages of the Yuba, Bear, and American Rivers. The boundary with the Miwok to the south was near the Cosumnes River. The western boundary was the Sacramento River, and the eastern boundary was the crest of the Sierra Nevada (Wilson and Towne 1978:387; Kroeber 1925 [1976]: Plate 37).

The principal Nisenan villages and associated smaller settlements controlled resources within a territory containing between 20 and 500 residents (Wilson and Towne 1978:388). Families in each territory controlled specific oak groves and fishing sites. A headman who lived in the principal village arbitrated disputes, directed festivities, provided advice, and consulted with family leaders. His authority was limited, however, absent the support of the family leaders and the shamans (Wilson and Towne 1978:393).

In the Sacramento Valley, principal villages were located on low natural rises along rivers and streams. In the project vicinity, villages were located along the American River, approximately 5 miles southeast of the project area at the nearest approach. Valley villages consisted of 5 to 50 houses that were dome-shaped and covered with earth, mats, and grass. Brush shelters were used in the summer and when people were away from the village. Major villages had semi-subterranean dance houses with post-and-beam construction (Wilson and Towne 1978:388).

Villages in the foothills were located on ridges and on flats along streams. Houses were conical and covered with brush bark and skins. Most villages had bedrock milling stations. Other site types included seasonal camps, quarries, ceremonial grounds, fishing stations, trading sites, and cemeteries (Wilson and Towne 1978:389). Some people lived away from the main village.

Early Nisenan contact with Europeans appears to have been limited to the southern reaches of Nisenan territory. Spanish expeditions began to cross Nisenan territory in the early 1800s. Unlike the Valley Nisenan, Hill Nisenan groups remained relatively unaffected by the European presence until the discovery of gold at Coloma in 1848. In the 2 or 3 years following the gold discovery, Nisenan territory was overrun by settlers from throughout the world. Gold seekers and the settlements established to support them, as well as the disease and violence accompanying them, almost caused extinction of the area's native inhabitants. Nisenan survivors worked as wage laborers and domestic help, living on the edges of foothill towns. Despite severe depredations, descendants of the Nisenan still live in Placer County and maintain their cultural identity.

3.2.5.3 Historic Context

Early History

Placer County was established on April 25, 1851, from portions of Sutter and Yuba Counties. Placer refers to the "alluvial or glacial deposits containing gold particles" obtained by washing. The place name was appropriate for the county because placer mining was the principal employment in the area (Hoover et al. 2002:271). James Marshall's discovery of gold on January 24, 1848, along the South Fork of the American River brought thousands of miners and emigrants into the foothills of the Sierra Nevada. In Placer County, one of the more lucrative mining districts was

the Secret Ravine area from present-day Roseville to Newcastle (Barry-Schweyer and Alvarez 2005:7). Despite their initial high hopes, the vast majority of prospectors were unsuccessful and left the area disillusioned, with little to show for their efforts; however, many remained to stake out homesteads and to establish farms. The population of the county at its time of organization was about 10,000, of which 8,000 were Euroamerican and mostly men (Thompson & West 1882:101).

By the early 1850s, surface mining was already in decline, as permanent settlements, homesteads, and farms began to replace the temporary camps and transient mining communities. In southwestern Placer County, one of the first areas settled was the rich farmland around present-day Roseville. Farmers in the area engaged in commercial cultivation of wheat, fruit trees, and grapes. In addition to farming, many landowners were involved in raising cattle. By the mid-1870s, a number of large ranches were in the Rocklin area, including those of R.M. Nixon, D.C. Allen, and Joel Parker Whitney (Davis 1981:33).

The Coming of the Railroad

The community of Roseville has its origins at the junction of two railroads, the California Central Railroad and the Central Pacific Railroad. The earlier of the two, the California Central Railroad, completed its line through southwestern Placer County in 1861. On January 29, 1864, the Central Pacific Railroad crossed the tracks of the California Central Railroad as it continued eastward over the Sierra Nevada to complete the nation's first transcontinental line (Davis 1975:25).

The junction between the two railroads was favorably located within a rich agricultural region and rapidly developed into a major shipping center. O.D. Lombard platted the town site of "Roseville Junction" in 1864 with blocks laid out and numbered from one to 55. Only five streets were named: Atlantic, Pacific, Vernon, Washington, and Lincoln Streets. The Central Pacific Railroad freight depot was the first building constructed in the new town. Other businesses such as a bank, blacksmith shop, shoe repair shop, butcher shop, dry goods stores, hotels, and saloons soon followed. Housed in wood-frame buildings, these businesses sprang up along Atlantic, Pacific, and Lincoln Streets. Overall development of the town from 1870 to 1906 was slow but steady (Davis 1975:29, 33).

In 1885, the Central Pacific Railroad was acquired by the Southern Pacific Railroad and consolidated into a vast national transportation system. By the early 1900s, the railroad's facility in the town of Rocklin had become inadequate to meet the demands of the Southern Pacific Railroad system. Consequently, in 1906 Southern Pacific Railroad officials made the decision to transfer the rail yard, roundhouse, and other maintenance facilities to Roseville. The removal of the terminal facilities also resulted in a substantial exodus of residents, homes, and businesses to Roseville.

One contemporary estimated that in 1908 at least 100 businesses and residential buildings were transported to Roseville on trucks (Davis 1981:59–61).

Development of the City of Roseville

During the first quarter of the twentieth century, Roseville continued to have slow and steady growth as a fully established railroad community. The City proceeded to establish increased municipal services to support its growing population. By 1913 a new state highway was routed through the city, starting at Riverside Avenue and continuing to Vernon and Lincoln Streets. Only a limited portion of city streets was paved at this time, as local landowners were responsible for paving sections of streets in front of their businesses.

Roseville did not escape the economic wrath of the Great Depression, ushered in by the stock market crash of 1929. By the end of 1930, the Southern Pacific Railroad, the city's leading employer, had reduced its workforce from 1,360 to 1,128. Southern Pacific Railroad cut employee wages by 10 percent the following year.

As Placer County was transitioning out of the Great Depression, the Japanese attack on Pearl Harbor on December 7, 1941, led to the official U.S. entry into World War II. However, like many cities and towns across the nation, Roseville had already begun preparing for the possibility of war in 1940. In June of that year, City leaders announced that men who were drafted would retain their jobs upon returning from the war. At the same time, Southern Pacific Railroad began to make preparations for the ever-increasing movement of troops and munitions trains through the Roseville rail yard.

A Period of Transition

Roseville experienced a slow but steady expansion of the downtown commercial and industrial center following World War II. By the 1960s, the wave of growth would move to the northern part of the state. Roseville's location only 18 miles northeast of Sacramento, coupled with newly completed highways and the existing junction between Southern Pacific's north- and eastbound railroad lines, made Roseville a hot spot for business and residential development in Placer County.

3.2.5.4 Records Search

A records search for the project site and a 0.25-mile radius around it was conducted by staff at the North Central Information Center of the California Historical Resources Information System on May 27, 2020. The records search indicated that five previous cultural resources studies have been conducted encompassing the project site. The records search also identified two previously recorded cultural resources within the project site and none within the 0.25-mile radius. One precontact site (P-31-003) was recorded in the western end of the project site and

was reported as a precontact activity area associated with vernal pool exploitation consisting of a thin scatter of pestles, manos, and fire cracked rocks.

The other resource (P-31-816H) consists of a segment of the UPRR. This segment of the UPRR that bisects the project is a modernized segment of grade running from Lincoln to Roseville as part of the Shasta Route. The Shasta Route is included in a multi-part 1998 Historic American Engineering Record (HAER) report, conducted by John Snyder of P.S. Preservation Services (Snyder John W. 1998). The HAER was prepared on behalf of the U.S. Department of Transportation and UPRR to mitigate for changes to contributing bridges on the Shasta Route. The contributing bridges subject to these earlier changes are not in the project site; however, the HAER concentrated on the entire Shasta Route and concluded the property is eligible for the National Register of Historic Places at the state level for Criterion A and B and is therefore eligible for the California Register of Historical Resources (CRHR) under Criterion 1 and 2.

3.2.5.5 Native American Consultation

The Native American Heritage Commission (NAHC) was contacted on June 3, 2020, to request a search of its sacred lands file and a list of interested Native American tribes and individuals. On June 4, 2020, the NAHC responded, stating that the sacred lands file has no record of any recorded sacred lands in the immediate vicinity of the project site. Assembly Bill (AB) 52 tribal consultation efforts under CEQA were carried out by the city of Roseville and are provided in Section 3.2.18, *Tribal Cultural Resources*.

3.2.5.6 Field Survey

Overall, two surveys encompassed the entirety of the project site. The western half of the site was surveyed in 2012 by ECORP Consulting, Inc. as part of the Foothills Corporate Center project and in 2019, the eastern half of the project site was surveyed by Natural Investigations as part of the Roseville Parkway Extension project. Both surveys were conducted using transects spaced no more than 15 meters apart, providing adequate coverage for identifying any cultural resources that may be revealed on the surface. An updated survey was performed by ICF in 2020 to revisit the western half of the project site as several years had passed since the last survey. As a result of the surveys, the only resource identified in the project site was the UPRR line. During the 2020 survey, it was found that the area of the previously recorded site P-31-003 had already been completely paved with the new road alignment.

3.2.5.7 Impact Analysis

a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

The proposed project would construct an overpass above the UPRR tracks and Industrial Avenue. The overpass of the UPRR tracks and Industrial Avenue would be comprised of engineered fill approach ramps on the east and west sides and a concrete bridge structure. All improvements would be located outside the existing railroad 100-foot right-of-way and the proposed design accommodates the planned future widening of Industrial Avenue from two to four lanes without need for future overpass modification.

Although the introduction of an overpass above the UPRR grade is proposed as part of the project, the railroad grade would retain its historic character-defining features that would enable it to continue to convey its historical integrity. The UPRR would continue to demonstrate the evolution of railroad construction, would continue to function as a railroad, and the minor modifications to the setting would not involve a change in the character of the use or design features that support the structure's ability to convey historic significance. The structure's character-defining features include its current location, materials, workmanship, historic setting, and alignment. None of these features would be altered as a result of project implementation to an extent that the historical integrity of the UPRR grade would be compromised. As a result, the project would not cause a substantial adverse change in the significance of a historical resource. There would be no impact and therefore no mitigation is required.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

There are no known cultural resources located on the proposed project site. One resource, P-31-003, was previously documented as being in the project; however, no indications of the site were present in the 2012 or 2020 survey. The resource was most likely misplotted or destroyed due to intense grading and plowing since its recordation in 1978. It is possible that buried archaeological materials could be present in other areas of the project site. If any buried resources were encountered and damaged during construction, the destruction of buried archaeological resources would be a potentially significant impact. Implementation of Mitigation Measure CUL-1 would reduce this impact to a less-than-significant level.

c) Disturb any human remains, including those interred outside of formal cemeteries?

There are no known formal cemeteries within the project site, and neither the results of the records search nor the pedestrian survey indicates that human remains are present within the project site. However, there is always the possibility that ground-

disturbing activities during construction may uncover previously unknown buried human remains; such disturbance would be a potentially significant impact. Implementation of Mitigation Measure CUL-2 would reduce this impact to a less-than-significant level.

3.2.5.8 Mitigation Measures

Mitigation Measure CUL-1: Implement Measures to Protect Previously Unidentified Cultural Resources

The City shall ensure that construction specifications include the following information in the grading notes.

- Construction shall stop if potential cultural resources are encountered. It is possible that previous activities have obscured surface evidence of cultural resources. If signs of an archeological site, such as any unusual amounts of stone, bone, or shell, are uncovered during grading or other construction activities, work will be halted within 100 feet of the find and the City of Roseville will be notified. A qualified archeologist will be consulted for an onsite evaluation. If the site appears to be eligible for listing in state or federal registers, additional mitigation, such as further testing for evaluation or data recovery, may be necessary.
- In the event resources are discovered, the City will retain a qualified archaeologist to assess the find and to determine whether the resource requires further study. Any previously undiscovered resources found during construction will be recorded on appropriate California Department of Parks and Recreation 523 forms and evaluated for significance under all applicable regulatory criteria.
- All work will stop in the immediate vicinity of the find, and, if the find is determined to be an important cultural resource, the City will make available contingency funding and a time allotment sufficient to allow recovery of an archaeological sample or to implement an avoidance measure. Construction work may continue on other parts of the project while archaeological mitigation takes place.

Mitigation Measure CUL-2: Implement Measures if Construction Activities Inadvertently Discover or Disturb Human Remains

The City shall ensure that construction specifications include the following in the grading notes.

- If human remains are discovered during any phase of construction, including disarticulated or cremated remains, the construction contractor will

- immediately cease all ground-disturbing activities within 100 feet of the remains and notify the City of Roseville.
- In accordance with California State Health and Safety Code Section 7050.5, no further disturbance will occur until the following steps have been completed:
 - The County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98.
 - If the remains are determined by the County Coroner to be Native American, NAHC will be notified within 24 hours, and the treatment and disposition of the remains will comply with NAHC guidelines.
 - It is further recommended that a professional archaeologist with Native American burial experience conduct a field investigation of the specific site and consult with the Most Likely Descendant (MLD), if any, identified by NAHC. As necessary and appropriate, a professional archaeologist may provide technical assistance to the MLD, including excavation and removal of the human remains.

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3.2.6 Energy

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
Would the project:				
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☐	☒
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

3.2.6.1 Setting

The proposed extension of Roseville Parkway is locally important in order to improve existing and future traffic conditions consistent with city adopted plans; enhance access and safety for motorists, pedestrians, and cyclists; meet railroad clearance requirements and future Industrial Boulevard widening requirements.

3.2.6.2 Impact Analysis

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

During construction there would be a temporary consumption of energy resources for the movement of equipment and materials. Compliance with local, state, and federal regulations, which limit engine idling times and require recycling construction debris, would reduce short-term energy demand during the project's construction to the extent feasible and project construction would not result in a wasteful or inefficient use of energy. There are no unusual project characteristics or construction processes that would require the use of equipment that would be more energy intensive than is used for comparable activities or use of equipment that would not conform to current emissions standards and related fuel efficiencies. No impact would occur.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

State and local authorities regulate energy use and consumption through various means and programs. Regulations at the state level are intended to reduce energy use and greenhouse gas (GHG) emissions. The proposed project would comply with

these regulations that include, among others, AB 1493—Light-duty Vehicle Standards, California Code of Regulations Title 24, Part 6—Energy Efficiency Standards, and California Code of Regulations Title 24.

The Roseville City Council adopted a Municipal Climate Action Plan in November 2009. The plan applied to GHG emissions from city facilities and operations (e.g., buildings, vehicle fleets, treatment plants, and other infrastructure). The City Council approved a GHG reduction goal of 22.8 percent by 2035 using various measures. The proposed project's construction methods are consistent with the goals and measures in the city's Climate Action Plan. Therefore, the proposed project would result in a less-than-significant impact and no mitigation measures are required.

3.2.7 Geology and Soils

VI. Geology and Soils	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
Strong seismic ground shaking?	☐	☐	☒	☐
Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
Landslides?	☐	☐	☐	☒
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c. Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project and potentially result in an onsite or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☒	☐
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐

3.2.7.1 Setting

The project site is level to slightly undulating. The elevation is approximately 140 feet above mean sea level. The project site is in the Great Valley geomorphic province (California Geological Survey 2002). Thick sequences of alluvial (water-deposited)

sediments derived from erosion of the Sierra Nevada typify the geological formations on the east side of the Sacramento Valley, where the site is located.

The project site is underlain by the Turlock Lake Formation (map symbol Qtl) (California Geological Survey 2011), which consists of alluvial sand, silt and gravel of arkosic composition, with minor clay interbeds. Gravel composition is heterogeneous, featuring granitic, metamorphic, volcanic and vein-quartz clasts.

The project site is not within an Alquist-Priolo Earthquake Fault Zone, and there are no known active faults at the project site (California Geological Survey 2019a). Therefore, the potential for surface rupture to occur at the project site is low.

The project site lies between the seismically active Coast Ranges and the historically seismically active Foothills fault zone in the Sierra Nevada. The primary seismic hazard to the project site is associated with ground shaking from more distant faults, such as the San Andreas fault and the closer Hayward fault, which have the potential for generating strong seismic shaking. USGS has estimated that there is a 72 percent probability of at least one 6.7 or greater magnitude earthquake occurring that could cause widespread damage in the greater San Francisco Bay area before 2043 (U.S. Geological Survey 2016).

Other potential earthquake sources are the faults associated with the western edge of the Central Valley, recently defined as the Coast Range Central Valley Boundary Thrust Fault System. Various documents define portions of this little known system as the Midland Fault Zone or the Dunnigan Hills fault, where the 1892 Vacaville-Winters earthquake occurred (City of Roseville 2016a).

The Foothill Fault Zone, a complex series of northwest-trending faults that are related to the Sierra Nevada uplift, and whose activity also is little understood, extends from about Oroville in the north to east of Fresno in the south. Earthquakes on nearby faults in the zone can be the source of ground shaking in the greater Sacramento area. The closest potentially active faults to the project site are the Bear Mountain and Melones faults (City of Roseville 2016a). The closest recently active fault in the western Sierra Nevada foothills is the Cleveland Hills fault, about 36 miles northwest of Auburn.

No active faults are known to exist in Placer County. The following inactive faults have been identified within the city limits:

- The Volcano Hill fault extends northwest from Volcano Hill for a distance of 1 mile, terminating near Eureka Road. No activity has been recorded along this fault; therefore, it is considered inactive.
- Identified in 1973, the Linda Creek fault is located along Linda Creek in Roseville and Sacramento County. No activity has been recorded along this fault.

- The Willows fault and Stockton fault are in the Roseville vicinity and are considered inactive as displacement occurred more than 1.8 million years ago.
- An unnamed fault extends east to west between Folsom Lake and the City of Rocklin. Segments of the fault are concealed and therefore unmapped. However, the east/west alignment suggests that the fault could connect to the Bear Mountain fault, branches of which are located beneath Folsom Lake. The Bear Mountain fault is a fault that could be undergoing reactivation as a result of continental tectonic activity. However, no evidence has been identified along the unnamed fault alignment of such reactivation (City of Roseville 2016a).

The project site is classified as being in a low-severity earthquake shaking zone (California Geological Survey 2016). The maximum peak ground acceleration that can be expected to occur at the site based on a return period of 2 percent in 50 years is 0.317g, where 1 g is equal to the force of gravity (California Geological Survey 2019b).

Liquefaction is the loss of soil strength as a result of seismic forces acting on water-saturated, granular soils having low cohesion. During seismic shaking, the soil behaves like a liquid, causing a reduction in its bearing strength. The potential for liquefaction is based on soil particle size and density, depth to the groundwater table, and duration and intensity of ground shaking. Liquefaction most commonly occurs in low-lying areas of poorly consolidated to unconsolidated water-saturated sediments or similar deposits (California Geological Survey 2008). The City of Roseville is not specifically addressed in currently available State Division of Mines and Geology liquefaction risk data. No determination has been made as to whether liquefaction potential exists in Roseville. Based on project-specific analysis that has been done for many of Roseville's development projects, liquefaction has not been identified as a significant problem in Roseville (City of Roseville 2016a).

Based on the shallow slopes, landslides and other forms of slope instability are not expected to exist at the site.

Near-surface (i.e., approximately 60 inches) soils at the project site consist of Cometa-Fiddymment complex, 1 to 5 percent slopes (Rogers 1980). This soil map unit poses no significant constraints to site development that cannot be overcome using conventional construction approaches and engineering design. The Cometa-Fiddymment complex characteristics include the following: well drained, very high runoff, depth to water is 80 inches, no frequency of flooding or ponding, wind erosion hazard of 3 (soils assigned to group 1 are the most susceptible to wind erosion, and those assigned to group 8 are the least susceptible), and low-high shrink-swell potential.

Expansive soils are those that greatly increase in volume, or swell, when they absorb water and shrink when they dry out. Expansion may damage building

foundations, concrete slabs, hardscaping, pavement, and other improvements on or near the surface. The project site has a very low plasticity index rating of 15.5 percent, which means that project site soils are not considered expansive (Natural Resources Conservation Service 2019).

The eastern margin of the Central Valley is a nearly continuous series of coalescing alluvial fans, which form a continuous belt between the uplands of the Sierra Nevada and the relatively flat surface of the Central Valley floor. These deposits formed primarily during the Plio-Pleistocene by the streams that drained the adjacent uplands of the Sierra Nevada. The alluvial deposits accumulated on Central Valley alluvial fans consist of medium- to fine-grained sediment eroded from Tertiary and older volcanic, plutonic, and metamorphic rocks in the mountains to the east. The gravel, sand, and silt that compose these alluvial fans have in the past produced significant fossils, primarily large land mammals, such as mammoths, mastodons, camels, bison, and horses. (City of Roseville 2016b)

3.2.7.2 Impact Analysis

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

1. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Because the project site is not located in an Alquist-Priolo Earthquake Fault Zone, the hazard of fault rupture at the project site is low. No impact would occur.

2. Strong seismic ground shaking?

The project site is not located in an area that is subject to strong seismic ground shaking. Therefore, the impact would be less than significant, and no mitigation is required.

3. Seismic-related ground failure, including liquefaction?

According to the City's General Plan, "based on project-specific analysis and past experience, liquefaction has not been a significant problem within the City." However, a site-specific geotechnical study would be needed to characterize liquefaction potential. The geotechnical study would be required as part of the building permit process and would be prepared prior to site development to ensure that the proposed project is appropriately designed (City of Roseville 2016b). Therefore, the impact would be less than significant, and no mitigation is required.

4. Landslides?

Because there are no known landslides in the project area and considering the site's relatively flat ground and limited ground-shaking potential, the hazard of a seismically induced landslide occurring at the site is very low. Additionally, the overpass would be built to current California Building Code (CBC) seismic standards (Chapter 18 in particular); therefore, there would be no impact and no mitigation is required.

b) Result in substantial soil erosion or the loss of topsoil?

The soils underlying the project site have a moderate water erosion hazard. Project construction activities would entail soil disturbance over approximately 12 acres. This is not expected to cause substantial accelerated soil erosion, especially because of the erosion and sediment control BMPs that must be implemented to comply with the state stormwater General Permit for Construction and Land Disturbance Activities (see Section 3.2.10, *Hydrology and Water Quality*, for a more detailed discussion of BMPs and General Permit compliance). Additionally, per Section 111-3 of the City's Design and Construction Standards, all grading improvements shall be installed in accordance with provisions in the CBC, recommendations of site-specific geotechnical reports and geotechnical engineers.

Relatively small areas of topsoil would be lost as a result of overcovering by the proposed project. The impact would be less than significant, and no mitigation is required.

c) Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project and potentially result in an onsite or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?

Because the Turlock Lake Formation generally consists of semi-consolidated sediments and given the relatively flat land of the project site, there appear to be no unstable ground conditions present. Further, while overcrossing approach ramps would be comprised of imported soil, they would be constructed consistent with the City's Design and Construction Standards, provisions in the CBC, and recommendations of site-specific geotechnical reports. The impact would be less than significant, and no mitigation is required.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

As described above, the project site is not located on soils with expansive qualities, as defined in Table 18-1-B of the Uniform Building Code. Therefore, the project would not create substantial risks to life or property related to expansive subsoils. Standard engineering practices and compliance with the CBC and the City's Design and Construction Standards III-3 (Soil Testing and recommendations from

geotechnical report) would ensure that potential impacts are reduced to a less-than-significant level, and no mitigation is required.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater?

No septic tanks or alternative wastewater disposal systems are proposed for the project. No impact would occur.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

The Turlock Lake Formation, which underlies the project site, is known to be sensitive for paleontological resources. Excavation work to construct the project could directly or indirectly destroy such resources or alter their stratigraphic context. The impact could be significant. The City would implement Mitigation Measures GEO-1 and GEO-2 to reduce this potential impact to a less-than-significant level.

3.2.7.3 Mitigation Measures

Mitigation Measure GEO-1: If Paleontological Resources Found Cease Work until Review Conducted by Qualified Paleontologist and Recommendations Implemented

Should evidence of sensitive paleontological resources (e.g., fossils) be encountered during grading or excavation, work shall be suspended within 100 feet of the find, and the City of Roseville shall be immediately notified. At that time, the City shall coordinate all necessary investigation of the site with a qualified paleontologist to assess the resource and provide proper management recommendations. Possible management recommendations for sensitive resources could include resource avoidance or data recovery excavations. The contractor shall implement any measures deemed necessary by the paleontologist for the protection of sensitive paleontological resources.

Mitigation Measure GEO-2: Prepare and Implement a Worker Education Program for Those Involved with Earthwork

A worker education program, prepared by a qualified professional paleontologist, shall review applicable local, state, and federal ordinances, laws, and regulations pertaining to paleontological resources; describe the types of fossils that can be encountered and their general appearance; discuss site avoidance requirements and notification procedures to be followed in the event that a sensitive paleontological resource is found during construction; and describe disciplinary and other actions that can be taken against persons violating such laws.

3.2.7.4 References

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3.2.8 Greenhouse Gas Emissions

VII. Greenhouse Gas Emissions	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

3.2.8.1 Setting

The process known as the *greenhouse effect* keeps the atmosphere near Earth's surface warm enough for the successful habitation of humans and other life forms. The greenhouse effect is created by sunlight that passes through the atmosphere. Some of the sunlight striking Earth is absorbed and converted to heat, which warms the surface. The surface emits a portion of this heat as infrared radiation, some of which is re-emitted toward the surface by GHGs. Human activities that generate GHGs increase the amount of infrared radiation absorbed by the atmosphere, thus enhancing the greenhouse effect and amplifying the warming of Earth.

Increases in fossil fuel combustion and deforestation have exponentially increased concentrations of GHGs in the atmosphere since the Industrial Revolution (Intergovernmental Panel on Climate Change 2018). Rising atmospheric concentrations of GHGs in excess of natural levels result in increasing global surface temperatures—a process commonly referred to as *global warming*. Higher global surface temperatures, in turn, result in changes to Earth's climate system, including increased ocean temperature and acidity, reduced sea ice, variable precipitation, and increased frequency and intensity of extreme weather events (Intergovernmental Panel on Climate Change 2018). Large-scale changes to Earth's system are collectively referred to as *climate change*.

The principle anthropogenic (human-made) GHGs contributing to global warming are carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), and fluorinated compounds, including sulfur hexafluoride (SF₆), hydrofluorocarbons (HFC), and perfluorocarbons (PFC). Unlike criteria air pollutants, which occur locally or regionally, the long atmospheric lifetimes of these GHGs allow them to be well mixed in the atmosphere and transported over distances. Within California, transportation is the largest source of GHG emissions (41 percent of emissions in 2017), followed by industrial sources (24 percent) (California Air Resources Board 2020).

There is currently no federal law specifically related to climate change or the reduction of GHGs. California has adopted statewide legislation addressing various aspects of climate change and GHG emissions mitigation. Much of this establishes a broad framework for the state's long-term GHG reduction and climate change adaptation program. Of particular importance is Senate Bill (SB) 32, which establishes statewide target to reduce GHG emissions to 40 percent below 1990 levels by 2030. Although not legislatively adopted, the governor has also issued Executive Order (EO) B-55-18, which establishes a goal for state agencies to achieve carbon neutrality as soon as possible, and no later than 2045, and to achieve and maintain net negative emissions thereafter. SB 375 and SB 743 support attainment of the states GHG targets through policies and requirements that will achieve statewide reductions in VMT-associated mobile source emissions.

As discussed in Section 3.2.3, *Air Quality*, PCAPCD has the primary responsibility for air quality management in Placer County. PCAPCD (2017) has adopted a *de minimis* threshold of 1,100 metric tons carbon dioxide equivalent (CO₂e) for operation of land use development projects, such as new residential and commercial projects. The air district also has a bright line threshold of 10,000 metric tons CO₂e, where land use development projects in excess of the *de minimis* threshold (1,100 metric tons CO₂e) can be found less than cumulatively considerable if the emission intensity (emissions per capita) meets certain criteria.

3.2.8.2 Impact Analysis

a) Generation of greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Construction of the proposed project would generate emissions of CO₂, CH₄, and N₂O from mobile and stationary construction equipment exhaust and employee and haul truck vehicle exhaust. Emissions were estimated using the methods described in Section 3.2.3; the results are summarized in Table 3-8. Please refer to Appendix A for complete construction assumptions and calculation spreadsheets.

Table 3-8. Estimated Greenhouse Gas Emissions from Project Construction (metric tons per year)

Construction Year	CO ₂	CH ₄	N ₂ O	CO ₂ e ^a
2021	485	<1	<1	492
2022	378	<1	<1	383
<i>PCAPCD threshold</i>	-	-	-	<i>10,000</i>
<i>Exceed threshold?</i>	-	-	-	<i>No</i>

^a Refers to carbon dioxide equivalent, which includes the relative warming capacity (i.e., global warming potential) of each GHG.

CH₄ = methane

CO₂ = carbon dioxide

N₂O = nitrous oxide

Once operational, the project would result in GHG emissions from changes in VMT. Emissions were estimated for existing (2011) and cumulative (2035) with and without project conditions using the methods described in Section 3.2.3. Table 3-9 presents the estimated operational emissions.

Table 3-9. Estimated Greenhouse Gas Emissions from Project Operation (metric tons per year)

Period	CO ₂	CH ₄	N ₂ O	CO ₂ e ^a
Existing (2011) no project	8,259,150	381	554	1,579,885,903
Existing (2011) plus project	8,257,469	380	554	1,578,895,569
Cumulative (2035) no project	6,949,044	8	368	28,962,059
Cumulative (2035) plus project	6,945,702	8	368	28,939,431
Existing plus project vs. existing no project	-1,681	<0	<0	-990,334
Cumulative plus project vs. existing no project	-3,342	<0	<0	-22,628

^a Refers to carbon dioxide equivalent, which includes the relative warming capacity (i.e., global warming potential) of each GHG.

CH₄ = methane

CO₂ = carbon dioxide

N₂O = nitrous oxide

As shown in Table 3-8, construction of the project would generate minor amounts of GHGs. These emissions would be short-term and well below PCAPCD's construction threshold. Operation of the project would achieve long-term reductions in GHG emissions relative to the no project condition under both modeling scenarios (existing and cumulative) (see Table 3-9). As discussed further in Section 3.2.17, *Transportation*, implementation of the project would reduce regional VMT. The GHG emissions benefit is a direct result of these VMT reductions. Because the project would reduce GHG emissions, this impact would be less than significant, and no mitigation is required.

b) Conflict with applicable plans, policies, or regulations adopted for the purpose of reducing the emissions of greenhouse gases?

The most applicable legislation for the purpose of reducing transportation related GHG emissions are SB 375 and SB 743. These policies support attainment of the state's GHG reduction targets, as expressed under SB 32 and EO B-55-18.

SB 375 was enacted to reduce GHG emissions from automobiles and light trucks through integrated transportation, land use, housing and environmental planning. Under this law, SACOG is tasked with developing an SCS that provides a plan for meeting per capita CO₂ emissions levels allocated to SACOG by CARB. The Final EIR for the 2020 MTP/SCS demonstrates that projects identified in the MTP/SCS meet CARB's issued SB 375 GHG targets for the SACOG region in 2020 and 2035. As discussed in Section 3.2.3, the proposed project was included in SACOG's 2020 MTP/SCS, and therefore would not conflict with SACOG's regional strategies implemented pursuant to SB 375.

The purpose of SB 743 is to integrate and better balance the needs of congestion management, infill development, active transportation, and GHG emissions reduction through, among other things, future reductions in VMT growth. As discussed further in Section 3.2.17, implementation of the project would reduce regional VMT, which in turn achieves long-term GHG reductions. This is consistent with SB 743 and the state's climate change goals, including SB 32 and EO B-55-18.

Because the proposed project is identified in SACOG's 2020 MTP/SCS and will reduce long-term GHG emissions, it would not conflict with applicable plans and legislation adopted to reduce GHG emissions. Accordingly, this impact would be less than significant, and no mitigation is required.

3.2.8.3 References Cited

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3.2.9 Hazards and Hazardous Materials

VIII. Hazards and Hazardous Materials	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d. Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e. For a project located within an airport land use plan area or, where such a plan has not been adopted, be within two miles of a public airport or public use airport, and result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	☒	☐

3.2.9.1 Setting

The project site and nearby undeveloped areas consist primarily of disturbed annual grassland near urban land uses. Industrial development borders the site along most of the south boundary, and along the eastern third of the north boundary. Industrial Avenue and the UPRR tracks transect the project site in a north/south direction. The

Roseville Fire Department operates eight fire stations that provide hazardous material management and other services. The project site is within Fire Protection Districts 7 and 2, served by Fire Station No. 7 and No. 2. Fire Station No. 7 is approximately 1 mile east of the project site at 911 Highland Point Drive. Fire Station No. 2 is approximately 2 miles south of the project site at 1398 Junction Boulevard (City of Roseville 2017).

The closest school to the project site is George A. Buljan Middle School approximately 0.75 mile south of the project site. The next closest school is Arbor View Montessori approximately 1.1 miles south of the project site.

There are no airports within 2 miles of the project site. The closest airport to the project site is the Lincoln Regional Airport approximately 8 miles to the north.

The project site is located in a Local Responsibility Area where the Roseville Fire Department is responsible for fire protection services.

3.2.9.2 Impact Analysis

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Construction and operation of the project could involve small quantities of commonly used hazardous materials, such as fuels, lubricants, and oils, to operate construction equipment and motor vehicles. Standard construction BMPs, including preparation and implementation of a stormwater pollution prevention plan (SWPPP), erosion control, temporary fencing, and hazardous material management practices, would be implemented to reduce exposure to, or potential for, accidental spills involving these materials. A toxic materials control and spill response plan, which includes the preparation of a hazardous material spill prevention, control, and countermeasure plan before construction and implemented during construction, would be prepared to avoid or minimize the risk of spills or discharges of toxic materials into waterways. Additionally, a health and safety plan (prepared by a registered industrial hygienist) would be prepared that addresses release prevention measures, employee training, notification, and evacuation procedures, and adequate emergency response protocols and cleanup procedures.

No hazardous materials would be disposed of on the project site. Therefore, this impact would be less than significant, and no mitigation is required.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Site workers, the public, and the environment in general could be inadvertently exposed to existing contaminants on-site during project construction. Small quantities of potentially toxic substances (such as petroleum and other chemicals

used to operate and maintain construction equipment) would be used at the project site and transported to and from the area during construction. However, the handling and disposal of these materials would be governed according to regulations enforced by the Certified Unified Program Agency, California Division of Occupational Safety and Health (Cal-OSHA), California Department of Toxic Substances Control (DTSC), State Water Resources Control Board (SWRCB) and the city.

In addition, the following plans and special provisions would be followed.

- Compliance with the City's Multi-Hazard Mitigation Plan (approved by the Federal Emergency Management Agency), which requires contractors to transport and store materials in approved containers along designated truck routes, maintain required clearances, and handle materials using fire department-approved protocols, as illustrated in Roseville Fire Code Ordinance 4594.
- Implementation of a hazardous material spill prevention and countermeasure plan to minimize the exposure of people and the environment to potentially hazardous materials. The plan is intended to ensure that transport, storage, and handling of hazardous materials required for construction is conducted in a manner consistent with relevant regulations and guidelines.
- A SWPPP would be implemented as part of the NPDES Permit and a General Construction Activity Storm Water Permit to minimize the potential for sediments or contaminants to enter waterways.
- Compliance with the City's Design and Construction Standards and the City's Stormwater Quality BMP Guidance Manual for Construction.

In addition, the City Fire Department would review construction plans and would respond to hazardous materials complaints or emergencies, if any, during construction. Because hazardous materials discovered or accidentally released during construction would be handled in accordance with federal, state, and local regulations, the impact would be less than significant and no mitigation is required.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

There are no public or private K–12 schools within 0.25 mile of the project site. The closest school to the project site is George A. Buljan Middle School approximately 0.75 mile south of the project site. It is highly unlikely that project-related hazardous materials would be emitted or released within 0.25 mile of any school. Also, implementation of the standard BMPs identified in Section 2.6, *Best Management Practices*, by contractors would reduce the potential for a hazardous materials spill. No impact would occur.

d) Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

The project site is not included on any of the hazardous materials sites of the Cortese list as identified below:

- DTSC EnviroStor database (California Department of Toxic Substances Control 2020a)
- SWRCB GeoTracker database (State Water Resources Control Board 2020a)
- SWRCB Sites Identified with Waste Constituents Above Hazardous Waste Levels Outside the Waste Management Unit (State Water Resources Control Board 2020b)
- SWRCB List of active Cease and Desist Orders and Cleanup or Abatement Orders (State Water Resources Control Board 2020b)
- DTSC hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code (California Department of Toxic Substances Control 2020b)

Any hazardous materials encountered on the site would be handled and disposed of in compliance with state and local regulations that protect the public and the environment from exposure to such materials. No impact would occur.

e) For a project located within an airport land use plan area or, where such a plan has not been adopted, be within two miles of a public airport or public use airport, and result in a safety hazard or excessive noise for people residing or working in the project area?

The project site is not located within an airport land use plan area or within 2 miles of a public airport. The closest airport to the project site is the Lincoln Regional Airport approximately 8 miles to the north. There would be no impact.

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Construction of the proposed project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. The City would require the construction contractor to implement a traffic management plan, including a construction schedule and plan to meet the City's notice procedures, before construction activities are initiated. This plan would identify general methods by which construction activities would be managed to minimize substantial delays to traffic as discussed below in section 3.2.17

Transportation. The impact would be less than significant, and no mitigation is required.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

The project site consists of undeveloped disturbed annual grassland. Residential development is located immediately east of Washington Boulevard and industrial uses surround the project site to the north, south, and west. There is also limited undeveloped disturbed annual grassland north of the project site. The project area is not within a State Responsibility Area; therefore, it is not designated a very high fire hazard severity zone.

Project construction would involve the use of heavy equipment, welding, and other activities that have the potential to ignite fires. Malfunction of equipment that could cause a fire is extremely unlikely during project construction.

The Roseville Fire Department would provide fire protection, with the closest station approximately 1 mile east of the project site (Fire Station No. 7). In addition, the Roseville Fire Department has mutual and automatic aid agreements with the following fire departments: the California Department of Forestry and Fire Protection/Placer County Fire Department, the Sacramento Metropolitan Fire District, the South Placer Fire Protection District, and the Rocklin Fire Department.

The contractor would comply with Cal-OSHA standards for the storage and handling of fuels, flammable materials, and common construction-related hazardous materials and for fire prevention. In addition, the project would meet the minimum standards set forth by Public Resources Code Section 4290, Title 14, for fire protection and emergency water standards. As a result, impacts associated with wildland fires would be less than significant, and no mitigation is required.

3.2.9.3 Mitigation Measures

The proposed project would result in either no or less-than-significant impacts related to hazards and hazardous waste. No mitigation is required.

3.2.9.4 References

California Department of Toxic Substances Control. 2020a. EnviroStor Hazardous Waste and Substance Site List (Cortese). Available: https://www.envirostor.dtsc.ca.gov/public/map/?global_id=31400006. Accessed: April 10, 2020.

California Department of Toxic Substances Control. 2020b. Cortese List: Section 65962.5(a). Available: <https://calepa.ca.gov/sitecleanup/corteselist/section-65962-5a/>. Accessed: April 10, 2020.

City of Roseville. 2017. *Location of Roseville Fire Stations*. March. Roseville, California. Available: https://www.roseville.ca.us/UserFiles/Servers/Server_7964838/File/Government/

Departments/Fire%20Dept/Fire%20Station%20Locations/Location%20of%20Roseville%20Fire%20Stations%20-%202017.pdf. Accessed: April 10, 2020.

State Water Resources Control Board. 2020a. *Geotracker*. Available: https://geotracker.waterboards.ca.gov/map/?global_id=T0606191422. Accessed: April 10, 2020.

State Water Resources Control Board. 2020b. Sites Identified with Waste Constituents Above Hazardous Waste Levels Outside the Waste Management Unit. Available: <https://calepa.ca.gov/wp-content/uploads/sites/6/2016/10/SiteCleanup-CorteseList-CurrentList.pdf>. Accessed: April 10, 2020.

3.2.10 Hydrology and Water Quality

IX. Hydrology and Water Quality	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces in a manner which would:				
i. result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☒	☐
iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv. impede or redirect flood flows?	☐	☐	☒	☐
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

3.2.10.1 Setting

The climate in the project vicinity is characterized by hot, dry summers and cool, moist winters. National Weather Service cooperative weather station number 047516 (Rocklin) is the closest weather station to the project site, approximately 4 miles east-northeast at an elevation of approximately 240 feet above mean sea level. Average annual precipitation at this weather station is 22.8 inches, with most

precipitation falling as rain from November through March (Western Regional Climate Center 2020).

The project site is located in the Upper Coon–Upper Auburn hydrologic unit (hydrologic unit code 18020127) (U.S. Geological Survey 2019). Surface water in the project area is driven by rainfall, outfalls from adjacent industrial buildings, and irrigation runoff. The water from the detention basin and drainage ditch appears to infiltrate or evaporate unless there are extreme storm events that fill the basin, at which point overflow goes into a drop inlet, which goes to the municipal storm drain system. No natural drainages are present in the eastern portion of the project site. It is surrounded entirely by industrial development or roadways and excess runoff from any extreme storm event drains to the municipal storm drain system (Madrone Ecological Consulting, LLC 2019).

Surface runoff rates of the soils at the project site range from slow to very high, depending on the soil map unit. The erosion hazard for sheet and rill erosion is slight. After intense rainstorms, the soil is saturated for a short time (Rogers 1980).

The Federal Emergency Management Agency Flood Insurance Rate Map (Federal Emergency Management Agency 2018) shows that the site is in Zone X, indicating that the project site is outside the 500-year floodplain of Pleasant Grove Creek.

Pleasant Grove Creek and Pleasant Grove Creek, South Branch appear on the SWRCB's 2010 California 303(d) List of Water Quality Limited Segments for oxygen, dissolved; pyrethroids; and sediment toxicity (the latter only upstream of Fiddymont Road) (State Water Resources Control Board 2010).

Because of the project site's elevation above sea level and because no large waterbody exists at the site, there is no chance for a tsunami or seiche to occur at the site. The hazard for a mudflow (i.e., a debris flow) at the project site is likely low, based on the site's shallow slopes and lack of significant concave areas.

3.2.10.2 Impact Analysis

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

The SWPPP that would be prepared for the project would specify erosion control, sediment control, non-stormwater management, and housekeeping BMPs that, if properly selected and implemented, would prevent substantial sediment and other pollutant movement from the site, such that the project would not violate any water quality standards. The BMPs, provided that they are properly implemented and maintained, are expected to be effective in preventing violations of water quality standards and waste discharge requirements because of the low erosion hazard at the site. Refer to Section 2.6 for a complete description of all construction BMPs the project would implement. Potential impacts related to water quality standards and

waste discharge requirements would be less than significant and no mitigation is required.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

The project would not use groundwater. The project would create additional impervious surfaces in the project area but would not substantially interfere with groundwater recharge. The impact related to depletion of groundwater supplies or interference with groundwater recharge would be less than significant and no mitigation is required.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces in a manner which would:

i) Result in substantial erosion or siltation on- or off-site?

The project would involve clearing and grubbing, excavation and filling, soil stockpiling, and soil compaction, and undulating slopes would be flattened. However, these activities would not alter the overall drainage pattern of the area and runoff which currently drains into the detention basin and drainage ditches, and the municipal storm drain system, would not change as a result of the project.

Site grading would expose soils to accelerated erosion by runoff if soils are not properly protected. However, as part of the project, erosion and sediment control BMPs and post-construction BMPs to avoid hydromodification effects would be implemented. The SWPPP would include such practices as seeding, mulching, installation of erosion control blankets, and installing sediment barriers such as fiber rolls and silt fences, as well as the stormwater management measures that are included in the project design. Therefore, the project would not result in substantial erosion or siltation on-site or off-site. The impact would be less than significant, and no mitigation is required.

ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

And

iii) Impede or redirect flood flows?

The project would cause an increase in runoff rates and amounts during and shortly after construction, but runoff management measures required by the state Stormwater General Permit for Construction and Land Disturbance Activities and contained in the SWPPP would limit such increases to an acceptable level.

The project would not substantially alter the existing natural drainage pattern of the site or area. Because of the small area that the project would disturb relative to the watershed in which it is located, any increases in the rate or amount of surface runoff would not be sufficient to result in flooding on-site or off-site. The roadway extension and overpass would be constructed to current city design and construction standards. Additionally, no aspect of the project would impede or redirect flood flows. Therefore, the impact related to flooding on-site or off-site would be less than significant, and no mitigation is required.

iv) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

The project would not create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. See responses to checklist questions c) i and ii above. The impact would be less than significant, and no mitigation is required.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

The project site is in Zone X, indicating that the project site is outside the 500-year floodplain of Pleasant Grove Creek. No large bodies of water are located in the project vicinity; therefore, there is no risk of inundation by seiche. The project area is located over 100 miles from the Pacific Ocean; therefore, there is no inundation risk related to tsunami. No impact would occur.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

The project site is within the Sacramento Valley basin, North American subbasin. The water quality control plan (i.e., Basin Plan) that covers the project area is the California Regional Water Quality Control Board, Central Valley Region's Sacramento River Basin Plan revised in May 2018. The Basin Plan covers the entire Sacramento and San Joaquin River Basins. Basin Plans consist of a designation or establishment for the waters within a specified area of beneficial uses to be protected, water quality objectives to protect those uses, and a program of implementation needed for achieving the objectives.

The project would incorporate erosion and sediment control BMPs and post-construction BMPs into the project to avoid substantial degradation of water quality. The SWPPP would include such practices as seeding, mulching, installation of erosion control blankets, and installing sediment barriers such as fiber rolls and silt fences, as well as the stormwater management measures that are included in the project design. Refer to Section 2.6 for a complete description of all construction BMPs the project would implement. No aspect of the project would conflict with or

obstruct implementation of the Basin Plan. Therefore, the impact is less than significant, and no mitigation is required.

3.2.10.3 Mitigation Measures

The proposed project would not result in significant impacts related to hydrology and water quality; therefore, no mitigation measures are required.

3.2.10.4 References

- Federal Emergency Management Agency. 2018. *FEMA Flood Map Service Center: Search by Address*. Map Number 06061C0941 H. Available: <https://msc.fema.gov/portal/search?AddressQuery=roseville%2C%20ca#searchresultsanchor>. Accessed: April 20, 2020.
- Madrone Ecological Consulting, LLC. 2019. *Draft Aquatic Resources Delineation Report for Roseville Parkway Extension*. Prepared for the City of Roseville. Published on October 14, 2019.
- Rogers, J.H. 1980. *Soil Survey of Placer County, California, Western Part*. USDA Soil Conservation Service in cooperation with University of California Agricultural Experiment Station.
- State Water Resources Control Board. 2010. *2010 California 303(d) List of Water Quality Limited Segments*. Available: http://www.waterboards.ca.gov/water_issues/programs/tmdl/2010state_ir_reports/category5_report.shtml. Accessed: April 20, 2020.
- U.S. Geological Survey. 2019. *Science in Your Watershed. USGS Water Resources Links for: 18020127 – Upper Coon-Upper Auburn*. Available: <http://water.usgs.gov/lookup/getwatershed?18020127/www/cgi-bin/lookup/getwatershed>. Accessed: April 20, 2020.
- Western Regional Climate Center. 2020. *Rocklin, California (047516)—Period of Record Monthly Climate Summary*. Available: <http://www.wrcc.dri.edu/cgi-bin/cliMAIN.pl?ca7516>. Accessed April 20, 2020.

3.2.11 Land Use and Planning

X. Land Use and Planning	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Physically divide an established community?	☐	☐	☐	☒
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

3.2.11.1 Setting

The project site is located in north Roseville between Foothills Boulevard on the west, and Washington Boulevard on the east (Figures 1-1 and 1-2). The project site is currently dominated by disturbed annual grasslands. Industrial development borders the site along most of the south boundary and along the eastern third of the north boundary. The Highland Reserve residential development is located near the project's eastern end, along the east side of Washington Boulevard and along both sides of the existing Roseville Parkway. Industrial development is located near the project's western boundary, on the west side of Foothills Boulevard.

The General Plan land use designations for the project site include Industrial and Light Industrial, and zoning is General Industrial and Light Industrial. The project site is within the North Industrial Area, which is not subject to a specific plan but is a recognized planning subarea of the city.

City of Roseville General Plan 2035

The *City of Roseville General Plan 2035* guides the general distribution and intensity of land uses within the city. The General Plan Land Use and Circulation Elements include the following relevant goals and policies.

Land Use Goal 7. Potential population growth in Roseville must be based on the long-term carrying capacities and limits of the roadway system, sewer and water treatment facilities, and electrical utility service, as defined in the Circulation Element and the Public Facilities Element.

Circulation Goal 1. Maintain an adequate level of transportation service for all of Roseville's residents and employees through a balanced transportation system, which considers automobiles, transit, bicyclists, and pedestrians.

Circulation Level of Service Policy 2. Strive to meet the level of service standards through a balanced transportation system that reduces the auto emissions that contribute to climate

change by providing alternatives to the automobile and avoiding excessive vehicle congestion through roadway improvements, Intelligent Transportation Systems, and transit improvements.

The project site is designated easement/right-of-way and Industrial and Light Industrial. The Industrial land use designation is intended to provide areas for industrial uses that tend to generate noise, vibration, odor, dust, smoke, light, and an aesthetic appearance not compatible with residential and other sensitive receptors (City of Roseville 2016). The Light Industrial land use designation is applied to lands reserved for office, industrial, and research and development uses that generate very limited noise, vibration, odor, dust, smoke, light, or other pollutants, and are either integrated or compatible with surrounding uses (City of Roseville 2016).

Lands immediately surrounding the project site to the north, south and west also carry designations of Industrial and Light Industrial.

City of Roseville Zoning Ordinance

The City of Roseville Zoning Ordinance codifies the land uses allowed within the incorporated city limits. The zoning ordinance defines and maps a series of zoning districts, establishes regulatory standards for development and resource protection, and identifies the specific uses permitted within each of those districts (City of Roseville 1996a). The project site is zoned General Industrial (M2) and Light Industrial (M1) by the zoning ordinance (City of Roseville 1996b). Section 19.14 of the zoning ordinance defines the purpose of the M1 and M2 zoning districts as follows.

Light Industrial (M1) District. The Light Industrial district is intended to designate areas appropriate for light industrial uses such as manufacturing, processing, assembly, high technology, research and development and storage uses. The use types permitted within the M-1 district do not include outdoor manufacturing but may include limited outdoor storage and the emission of limited amount of visible gasses, particulates, steam, heat, odor, vibration, glare, dust, and noise. These uses may be compatible operating in relatively close proximity to commercial and residential uses.

General Industrial (M2) District. The General Industrial district is intended to designate areas suitable for a broad range of industrial uses including manufacturing, assembly, wholesale distribution, and warehousing.

3.2.11.2 Impact Analysis

a) Would the project physically divide an established community?

The project site is located on undeveloped disturbed annual grassland, adjacent to industrial, residential, and undeveloped disturbed annual grassland. The project constitutes use planned in the *City of Roseville General Plan 2035* and would not physically divide the community; rather, it would simply extend Roseville Parkway between Foothills Boulevard and Washington Boulevard. There would be no impact.

b) Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

The project is a use planned in the *City of Roseville General Plan 2035* and is consistent with the goals and policies of the general plan. The project would comply with the development standards and requirements specified by the City of Roseville Zoning Ordinance and the improvement standards of the General Plan. The project would not conflict with any applicable land use plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect. There would be no impact.

3.2.11.3 Mitigation Measures

The proposed project would not result in significant impacts related to land use. Therefore, no mitigation measures are required.

3.2.11.4 References

City of Roseville. 1996a. *City of Roseville Zoning Map*. Adopted July 26, 1996. Last updated: March 2017. Available:
<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10990649>.
Accessed: April 14, 2020.

City of Roseville. 1996b. *City of Roseville Zoning Ordinance*. Last Amended April 6, 2016. Available:
<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10990649>.
Accessed: April 14, 2020.

City of Roseville. 2016. *City of General Plan 2035*. Adopted June 15, 2016. Amended August 17, 2016. Available:
<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774544>.
Accessed: April 14, 2020.

3.2.12 Mineral Resources

XI. Mineral Resources	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

3.2.12.1 Setting

The California Geological Survey identifies areas that contain or that could contain significant mineral resources so as to provide context for local agency land use decisions and to protect availability of known mineral resources. Classifications ranging from MRZ-1 to MRZ-4 are based on knowledge of a resource's presence and the quality of the resource.

The project site is classified as MRZ-4, which is defined as "areas of no known mineral occurrences where geologic information does not rule out either the presence or absence of significant mineral resources" (California Department of Conservation, Division of Mines and Geology 1995). No mineral extraction operations exist in or adjacent to the project site. The *City of Roseville General Plan 2035* does not designate territory within the city limits for resource extraction.

3.2.12.2 Impact Analysis

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

Because no known mineral occurrences are present within the project site, the proposed project would not result in the loss of any known mineral resources that are of value to the region and residents of the state. No impact would occur.

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

The city's general plan does not designate lands for mineral resource recovery, and no known mineral occurrences are present within or adjacent to the project site. No impact would occur.

3.2.12.3 Mitigation Measures

The proposed project would not result in significant impacts related to mineral resources. Therefore, no mitigation measures are required.

3.2.12.4 References

California Department of Conservation, Division of Mines and Geology. 1995.
Mineral Lands Classification Map of Placer County. By Ralph C. Loyd. Available:
file:///C:/Users/40895/Downloads/OFR%2095-10_Plate_2.pdf. Accessed: April
14, 2020.

3.2.13 Noise

XII. Noise	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?	☐	☐	☒	☐
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

3.2.13.1 Noise Background

Noise is commonly defined as unwanted sound that annoys or disturbs people and potentially causes an adverse psychological or physiological effect on human health. The sound pressure level, expressed along the decibel (dB) scale, is the most common descriptor used to characterize the loudness of ambient (existing) noise. However, because the dB scale does not accurately describe how sound intensity is perceived by human hearing, noise measurements are weighted more heavily for frequencies to which humans are sensitive. This process is called *A-weighting*, written as dBA, and referred to as *A-weighted decibels*. In general, human sound perception is such that a change in sound level of 1 dB cannot typically be perceived by the human ear, a change of 3 dB is barely noticeable, a change of 5 dB is clearly noticeable, and a change of 10 dB is perceived as doubling or halving the sound level.

Sound attenuates based on geometry, or at a rate of 6 dB per doubling of distance for a point source (e.g., stationary compressor or construction equipment) and 3 dB per doubling of distance for a line source (e.g., traffic on a freeway). Atmospheric conditions, including wind, temperature gradients, and humidity, can change how sound propagates over distance and can affect the level of sound received at a given location. The degree to which the ground surface absorbs acoustical energy also affects sound propagation. Sound that travels over an acoustically absorptive

surface, such as grass, attenuates at a greater rate than sound that travels over a hard surface, such as pavement. The increased attenuation is typically in the range of 1 to 2 dB per doubling of distance. Barriers such as buildings and topography that block the line of sight between a source and receiver also increase the attenuation of sound over distance.

Different types of measurements are used to characterize the time-varying nature of sound. These measurements include the equivalent sound level (L_{eq}), the minimum and maximum sound levels (L_{min} and L_{max}), the day-night sound level (L_{dn}), and the community noise equivalent level (CNEL).

3.2.13.2 Vibration Background

Operation of heavy construction equipment creates seismic waves that radiate along the surface of the earth and downward into the earth. These surface waves can be felt as ground vibration. Vibration from operation of this equipment can result in effects ranging from annoyance of people to damage to structures. Varying geology and distance result in different vibration levels with different frequencies and displacements. In all cases, vibration amplitudes decrease with increasing distance. As seismic waves travel outward from a vibration source, they excite the particles of rock and soil through which they pass and cause the particles to oscillate. The actual distance that these particles move is usually only a few ten-thousandths to a few thousandths of an inch. The rate or velocity (in inches per second [in/sec]) at which these particles move is the commonly accepted descriptor of the vibration amplitude, referred to as the peak particle velocity (PPV). Table 3-10 summarizes typical vibration levels generated by construction equipment at various distances.

Table 3-10. Vibration Source Levels for Demolition and Construction Equipment

Equipment	PPV at 25 feet	PPV at 50 feet	PPV at 75 feet	PPV at 100 feet
Hoe ram	0.089	0.032	0.017	0.011
Large bulldozer	0.089	0.032	0.017	0.011
Loaded trucks	0.076	0.027	0.015	0.010
Jackhammer	0.035	0.012	0.007	0.004
Vibratory roller	0.003	0.001	0.001	<0.001

Sources: California Department of Transportation 2013 and Federal Transit Administration 2018.

PPV = peak particle velocity

Vibration amplitude attenuates over distance and is a complex function of how energy is imparted into the ground and the soil conditions through which the vibration is traveling. Caltrans has developed vibration guidelines for damage and annoyance potential from transient and continuous vibration usually associated with

construction activity. Vibration from construction equipment usually falls under the category of continuous/frequent intermittent sources. Tables 3-11 and 3-12 summarize these Caltrans guidelines for vibration damage and annoyance.

Table 3-11. Guideline Vibration Damage Potential Threshold Criteria

Structure and Condition	Maximum PPV (inches/second)	
	Transient Sources	Continuous/Frequent Intermittent Sources
Extremely fragile historic buildings, ruins, ancient monuments	0.12	0.08
Fragile buildings	0.20	0.10
Historic and some old buildings	0.50	0.25
Older residential structures	0.50	0.30
New residential structures	1.00	0.50
Modern industrial/commercial buildings	2.00	0.50

Source: California Department of Transportation 2013.

Note: Transient sources create a single isolated vibration event, such as blasting or drop balls. Continuous/frequent intermittent sources include impact pile drivers, pogo-stick compactors, crack-and-seat equipment, vibratory pile drivers, and vibratory-compaction equipment.

PPV = peak particle velocity

Table 3-12. Guideline Vibration Annoyance Potential Criteria

Structure and Condition	Maximum PPV (inches/second)	
	Transient Sources	Continuous/Frequent Intermittent Sources
Barely perceptible	0.04	0.01
Distinctly perceptible	0.25	0.04
Strongly perceptible	0.9	0.10
Severe	2.0	0.4

Source: California Department of Transportation 2013.

PPV = peak particle velocity

3.2.13.3 Existing Setting

The project site is located within the North Industrial Area of Roseville, about 0.5 mile south of Blue Oaks Boulevard, and would provide a new east-west facility between Foothills Boulevard and Washington Boulevard.

The Highland Reserve development consisting of single-family residences is located along Washington Boulevard at the eastern terminus of the project. The residences on both sides of the existing alignment of Roseville Parkway have continuous solid privacy walls that extend along the frontage of Roseville Parkway and Washington Boulevard. Apart from this development, land use in the project area consists primarily of commercial and industrial uses, with no apparent areas of frequent

outdoor use. The area adjacent to the proposed East Roseville Parkway westbound lanes is undeveloped and zoned for industrial use.

Sources of ambient noise include local traffic on Foothills Boulevard and Washington Boulevard. UPRR tracks extend parallel to the north-south route of Industrial Avenue, and both would cross under the new bridge that would be added with the proposed extension project. Wayside noise from freight rail locomotives and cars are an intermittent source of noise in the project area, in addition to horn noise at the nearest grade crossings at Blue Oaks Boulevard, Pleasant Grove Boulevard, and Industrial Avenue during train passbys. Aircraft from local airports are a source of noise during overflights. The closest airport to the project site is the Lincoln Regional Airport approximately 8 miles to the north. The nearest major airports are McLellan Airport, approximately 8 miles south of the project site, and Sacramento International Airport, approximately 15 miles southwest of the project site. Industrial and HVAC equipment from activities at land uses adjacent to the project also contribute to ambient sound levels in the area.

According to the noise analysis conducted for the *Amoruso Ranch Specific Plan EIR* (City of Roseville 2016a), the 60-dB L_{dn} noise contour extends 98 feet from the roadway centerline of Foothills Boulevard and 110 feet from the centerline of Washington Boulevard under existing conditions (under year 2014 as analyzed in the EIR).

3.2.13.4 Applicable Noise Standards

The project is located entirely within the city of Roseville, and as such city standards are used to determine significance under CEQA.

The *City of Roseville General Plan 2035* (City of Roseville 2016b) establishes maximum allowable noise exposure levels for transportation noise sources in terms of L_{dn} , shown in Table 3-13. The General Plan also includes criteria for nontransportation or stationary noise sources, which may be considered applicable to the temporary use of construction equipment. The standards for nontransportation sources are also used in Section 9.24.100 of the Roseville Municipal Code. These criteria are shown in Table 3-14.

Table 3-13. Maximum Allowable Noise Levels from Transportation Sources

Land Use	Outdoor Activity Areas ^a $L_{dn}/CNEL$, dB	Interior Spaces	
		$L_{dn}/CNEL$, dB	L_{eq} , dB ^b
Residential	60 ^c	45	--
Transient Lodging	60 ^c	45	--
Hospitals, Nursing Homes	60 ^c	45	--

Land Use	Outdoor Activity Areas ^a L _{dn} /CNEL, dB	Interior Spaces	
		L _{dn} /CNEL, dB	L _{eq} , dB ^b
Theaters, Auditoriums, Music Halls	--	--	35
Churches, Meeting Halls	60 ^c	--	40
Office Buildings	65	--	45
Schools, Libraries, Museums	--	--	45
Playgrounds, Neighborhood Parks	70	--	--

Source: City of Roseville 2016b.

Notes:

Where a proposed use is not specifically listed on this table, the use shall comply with the noise exposure standards for the nearest similar use as determined by the Planning Division. Commercial and industrial uses have not been listed because such uses are not considered to be particularly sensitive to noise exposure.

^a Outdoor activity areas for residential developments are considered to be the backyard patios or decks of single-family dwellings, and the patios or common areas where people generally congregate for multi-family developments.

Outdoor activity areas for non-residential developments are considered to be those common areas where people generally congregate, including pedestrian plazas, seating areas and outside lunch facilities.

Where the location of outdoor activity areas is unknown, the exterior noise level standard shall be applied to the property line of the receiving land use.

^b As determined for a typical worst-case hour during periods of use.

^c Where it is not possible to reduce noise in outdoor activity areas to 60 dB L_{dn}/CNEL or less using a practical application of the best-available noise reduction measures, an exterior noise level of up to 75 dB L_{dn}/CNEL may be allowed provided that available exterior noise level reduction measures have been implemented and interior noise levels are in compliance with this table.

CNEL = community noise equivalent level

dB = decibel

L_{dn} = day-night sound level

Table 3-14. Hourly Noise Level Performance Criteria for Nontransportation Noise Sources

Noise Level Descriptor	Daytime (7 a.m.–10 p.m.)	Nighttime (10 p.m.–7 a.m.)
Hourly average (L _{eq})	50 dB	45 dB
Maximum level (L _{max})	70 dB	65 dB

Source: City of Roseville, 2016.

Notes:

For municipal power plants consisting primarily of broadband, steady state noise sources, the hourly (L_{eq}) noise standard may be increased up to 10 dBA, but may not exceed 55 dBA hourly L_{eq} dB. Each of the specified noise levels should be lowered by 5 dB for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises. Such noises are generally considered by residents to be particularly annoying and are a primary source of noise complaints. These noise level standards do not apply to residential units established in conjunction with industrial or commercial uses (e.g., caretaker dwellings).

No standards have been included for interior noise levels. Standard construction practices should, with exterior noise levels identified, result in acceptable interior noise levels.

dB = decibel

dBA = A-weighted decibel

L_{eq} = equivalent sound level

L_{max} = maximum sound level

The municipal code provides an exemption for construction noise. Section 9.24.030, *Exemptions*, of the City Municipal Code indicates the following activities are exempt from city noise regulations:

Private construction (e.g., construction, alteration or repair activities) between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday, and between the hours of 8:00 a.m. and 8:00 p.m. Saturday and Sunday; provided, however, that all construction equipment shall be fitted with factory installed muffling devices and that all construction equipment shall be maintained in good working order.

3.2.13.5 Impact Analysis

- a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?***

Construction

The assessment of potential construction noise levels was based on methodology developed by the Federal Transit Administration (2018) and construction noise criteria from applicable local guidance (such as local general plan documents or noise ordinances). Noise levels produced by commonly used construction equipment are shown in Table 3-15. Individual types of heavy construction equipment are expected to generate maximum noise levels ranging from 80 to 89 dBA at a reference distance of 50 feet. The construction noise level at a given receiver location depends on the type of construction activity and the distance and shielding between the activity and noise-sensitive receivers.

Table 3-15. Commonly Used Construction Equipment Noise Emission Levels

Equipment	Typical Noise Level (dBA) 50 Feet from Source
Rock Drill	95
Hoe Ram	90
Heavy Truck	84
Excavator	85
Bulldozer	85
Generator	81
Mixer	80
Grader	85
Compactor	82
Scraper	85
Backhoe	85
Roller	85
Loader	84

Source: Federal Transit Administration 2018.
dBA = A-weighted decibel.

Construction equipment used would vary by construction phase of the proposed project and would involve the use of excavators, bulldozers, heavy trucks, pumps, generators, graders, compactors, and other heavy equipment.

To characterize the overall noise level of the worst-case noise condition during a given phase of construction, the two loudest pieces of equipment were assumed to operate simultaneously along a construction site perimeter location relative to the nearest receptors. All types of heavy equipment were assumed to operate up to 50 percent of a given hour. Sound levels by project phase are shown in Table 3-16.

Table 3-16. Construction Noise Levels by Activity and Distance to Allowable Sound Levels

Construction Activity	Equipment Used ^a	Combined Source Level at 50 feet (L _{eq} , dBA) ^b	Distance to Exceedance of Daytime Sound Level Limit of 50 dBA L _{eq} (feet) ^c	Distance to Exceedance of Nighttime Sound Level Limit of 45 dBA L _{eq} (feet) ^d
Grubbing/Land Clearing	Scraper, Grader	85	1,100	1,750
Grading/Excavation	Scraper, Grader	85	1,100	1,750
Draining/Utilities/Subgrade	Hoe ram, Dozer	86	1,150	1,850
Paving	Paver, Roller	85	1,100	1,750
Overpass Construction	Rock drill, Excavator	92	2,450	3,900

Note: Distance calculation do not include the effects, if any, of local shielding from walls, topography or other barriers which may further reduce sound levels.

L_{eq} = equivalent sound level; dBA = A-weighted decibel.

^a The two loudest pieces of equipment that may operate in one location simultaneously.

^b Based on a usage factor of up to 50 percent.

^c The maximum distance where the combined equipment level may potentially exceed the City daytime threshold of 50 dBA L_{eq} for nontransportation sources. Daytime is defined as the hours between 7:00 a.m. to 10:00 p.m.

^d The maximum distance where the combined equipment level may potentially exceed the City nighttime threshold of 45 dBA L_{eq} for nontransportation sources. Nighttime is defined as the hours between 10:00 p.m. to 7:00 a.m.

The nearest sensitive receptors are single-family residences in the Highland Reserve development along Washington Boulevard. Commercial, industrial and undeveloped land uses along the proposed corridor do not include any apparent areas of frequent outdoor use and are generally not considered to be noise sensitive according to City General Plan noise compatibility standards.

As shown in Table 3-16, noise levels during the phases of road construction would potentially exceed city standards for nontransportation sources on construction sites at distances of up to 1,150 feet during daytime hours and 1,850 feet during nighttime hours. Use of a drill rig during construction of the overpass would potentially exceed city standards at distances of up to 2,450 feet during daytime hours and 3,900 feet during nighttime hours.

All construction work is planned to be done during daytime hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, when noise from construction is exempt from the provisions of the City Municipal Code. No nighttime work is anticipated during construction. The use of heavy equipment would be temporary and short-term relative to a given work area, as construction progresses along the alignments of levee and channel areas throughout the construction window. As such, noise from heavy equipment would affect different areas at different times over the course of project construction, and the duration of excessive noise exposure that an individual receptor would experience would be somewhat limited. In addition, construction would only occur for a total of approximately 6 months, and only a portion of the work may potentially exceed city standards at the nearest single-family residences at the eastern terminus of the project.

Construction of the project would require up to 20 worker trips per day during peak traffic hours to commute to the work site. Relative to existing volumes on Foothills Boulevard and Washington Boulevard, this would result in a noise level increase of less than 1 dB relative to existing conditions, which would not be a perceptible increase.

Although use of heavy equipment during construction would potentially generate noise in excess of the city nontransportation standards, noise would be generated during exempt hours as defined in the municipal code. Noise from construction would be temporary, intermittent and would cease once work is complete. Therefore, the temporary impact of increased noise during construction is considered to be less than significant. No mitigation is required.

Operations

Traffic noise levels were predicted using FHWA Traffic Noise Model, version 2.5. Geometric inputs to the traffic noise model include the locations of roadways, shielding features (e.g., topography and buildings), noise barriers, and receptors, as well as ground type. Appendix B-2 contains ADT and peak hour traffic volumes used for the existing and future model conditions.

Traffic noise modeling was conducted for existing (year 2020) no project conditions, existing plus proposed project conditions, and cumulative (year 2035) plus proposed project conditions. The comparison of plus project to no project conditions indicates the direct effect of the project excluding the effects of future growth in traffic. Traffic modeling results are shown in Appendix B-3 (see initial study Appendix B). Modeling results are rounded to the nearest dB.

As shown in Table B-3A contained in Appendix B, traffic noise levels at modeled receiver locations for existing plus project conditions are predicted to be in the range of 55 to 62 dBA L_{dn} , accounting for all types of land use in the study area. Under

cumulative plus project conditions, traffic noise levels are predicted to range from 59 to 67 dBA L_{dn} .

Predicted traffic noise levels were compared to exterior and interior maximum allowable levels from the General Plan to determine noise compatibility of the project with existing land uses. The modeled locations are shown in Figure B-1 of Appendix B. At single-family residences, exterior noise levels would have a maximum value of 57 dBA L_{dn} in the existing year (2020) under the plus project condition, and a maximum value of 60 dBA L_{dn} under the cumulative (2035) plus project condition, as shown in Table B-3B of Appendix B. The modeled level of 60 dBA L_{dn} is equal to the City maximum allowable exterior noise standard for residential use. As such, traffic noise levels from the project under both existing year and cumulative conditions would be considered compatible with single-family residences. Commercial and industrial uses along the Roseville Parkway Extension are not considered to be noise sensitive, as indicated in the City General Plan.

Building interior noise levels under the future build condition were predicted based on outdoor-to-indoor noise reduction values for typical building components used in Department of Housing and Urban Development guidance (2009). Interior noise levels at single-family residences are shown in Table B-3C of Appendix B. The analysis assumes a building noise reduction factor of 30 dB, which is associated with standard framing double-hung windows, with up to 30 percent coverage of windows on the building structure. Based on this assumption, interior noise levels at all receiver locations are predicted have values of less than 45 dBA L_{dn} under both existing year and cumulative conditions.

Based on the above analysis, operation of the project would not expose persons to or generate noise levels in excess of standards established in the 2035 General Plan. Therefore, this impact is considered less than significant, and no mitigation is required.

b) Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

Operation of construction equipment may potentially result in perceptible levels of groundborne vibration in the immediate vicinity of heavy equipment during construction of the road. In general, noticeable levels of groundborne vibration are highly localized around the source of vibration. Vibration-generating equipment that would be operated along the project alignment include a hoe ram, rollers, bulldozers, and heavy trucks. These types of equipment typically produce PPV vibration levels of less than 0.10 in/sec at a reference distance of 25 feet. Vibration at this level may intermittently be noticeable inside of buildings during times when equipment is operating 25 feet from a building façade, but this is not anticipated to occur at any point during project construction.

Use of heavy equipment during construction of the project would be temporary and would cease once construction is complete. The types of equipment scheduled for use in work areas would produce a level of vibration that is not expected to result in exceedance of the Caltrans guidelines for damage and annoyance. Rubber-tired vehicles are not a significant source of groundborne vibration and operation of the project is not expected to generate noticeable levels of vibration. Therefore, this impact would be less than significant. No mitigation is required.

c) *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

The closest airport to the project site is the Lincoln Regional Airport approximately 8 miles to the north. The nearest major public airports to the project site are McClellan Airport and Sacramento International Airport. The project lies outside of these airport influence areas and is more than 5 miles away from the 60 L_{dn} contour of both of the major airports. There are no private airstrips in the vicinity of the project site. Therefore, there would be no impact related to excessive noise from public use airports.

3.2.13.6 Mitigation Measures

The proposed project would not result in temporary or permanent significant impacts from noise or vibration. Therefore, no mitigation is required.

3.2.13.7 References Cited

California Department of Transportation. 2013. *Transportation and Construction Vibration Guidance Manual*. September. Available:
http://www.dot.ca.gov/hq/env/noise/pub/TCVGM_Sep13_FINAL.pdf.

City of Roseville. 2016a. *Amoruso Ranch Specific Plan Final EIR*. Prepared by AES. May.

City of Roseville. 2016b. *City of Roseville General Plan 2035*. Development Services Department – Planning Division. Adopted June 15, 2016.

Federal Transit Administration. 2018. *Transit Noise and Vibration Impact Assessment Manual*. September. U.S. Department of Transportation. Available:
https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf. Accessed: December 12, 2019.

U.S. Department of Housing and Urban Development, Office of Community Planning and Development. 2009. *The Noise Guidebook*. Washington, D.C. April.

3.2.14 Population and Housing

XIII. Population and Housing	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	☐	☐	☒	☐
b. Displace a substantial number of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

3.2.14.1 Setting

The project site is undeveloped disturbed annual grassland. The *City of Roseville General Plan 2035* land use map designates the project site for general and light industrial uses. No new homes are proposed for the project site.

3.2.14.2 Impact Analysis

a) *Would the project induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?*

The proposed project is identified in the City of Roseville Transportation System Capital Improvement Program and General Plan Circulation Element. Employment-generating activities, such as construction of the roadway and overpass, would bring some workers into the area, but these activities are not anticipated to directly result in substantial population growth.

The project would not indirectly induce population growth by extension of Roseville Parkway, rather it would provide for more efficient east-west travel in the project area. This impact is less than significant, and no mitigation is required.

b) *Would the project displace a substantial number of existing people or housing units, necessitating the construction of replacement housing elsewhere?*

There are no residences on the project site; therefore, the proposed project would not displace housing. No impact would occur.

3.2.14.3 Mitigation Measures

The proposed project would not have a significant impact on population and housing. Therefore, no mitigation is required.

3.2.15 Public Services

XIV. Public Services	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or a need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:				
Fire protection?	☐	☐	☐	☒
Police protection?	☐	☐	☐	☒
Schools?	☐	☐	☐	☒
Parks?	☐	☐	☐	☒
Other public facilities?	☐	☐	☐	☒

3.2.15.1 Setting

Fire Protection

The Roseville Fire Department operates nine fire stations that provide fire protection, suppression, emergency medical services, and hazardous material management within the city of Roseville, including the project site. The project site is within Fire Protection Districts 7 and 2, served by Fire Station No. 7 and No. 2. Fire Station No. 7 is approximately 1 mile east of the project site at 911 Highland Point Drive. Fire Station No. 2 is approximately 2 miles south of the project site at 1398 Junction Boulevard (City of Roseville 2017).

Police Protection

The Roseville Police Department, headquartered approximately 1.7 miles south of the project site at 1051 Junction Boulevard, provides police protection services to Roseville.

Schools

The closest school to the project site is George A. Buljan Middle School approximately 0.75 mile south of the project site. The next closest school is Arbor View Montessori approximately 1.1 miles south of the project site.

Parks

The nearest existing park to the project site is Summerhill Park, approximately 0.25 mile northeast of the project site's eastern boundary. Additional parks in the project vicinity include Duran, Gilbert A. & Helen K. Park, Buljian Park, and Brown Vencil Park. Woodcreek Golf Club is to the southwest.

3.2.15.2 Impact Analysis

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or a need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:

Fire protection?

The Roseville Parkway extension and overpass would be constructed in compliance with applicable city codes and regulations. The proposed project would improve east-west accessibility in the project area by providing additional east-west circulation options for service calls in North Roseville. No impact would occur.

Police protection?

Because the proposed project would not introduce new residents to the area, it would not result in a need for new or physically altered police facilities in order to maintain adequate service levels. The proposed project would improve east-west accessibility in the project area by providing additional east-west circulation options for service calls in North Roseville. No impact would occur.

Schools?

The proposed project would not introduce additional residents to the area. The proposed project would improve east-west accessibility in the project area by providing additional east-west circulation options. Because the proposed project would not increase the demand for school facilities, there would be no impact.

Parks and Other Public Facilities?

Because the proposed project would not introduce new residents to the area, it would not result in the need for new or expanded parks or other public facilities. No impact would occur.

3.2.15.3 Mitigation Measures

The proposed project would have no impact on public services and therefore, no mitigation is required.

3.2.15.4 References

City of Roseville. 2017. *Location of Roseville Fire Stations*. March. Roseville, California. Available:
https://www.roseville.ca.us/UserFiles/Servers/Server_7964838/File/Government/Departments/Fire%20Dept/Fire%20Station%20Locations/Location%20of%20Roseville%20Fire%20Stations%20-%202017.pdf. Accessed: April 10, 2020.

3.2.16 Recreation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
XV. Recreation				
Would the project:				
a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b. Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	☐	☐	☐	☒

3.2.16.1 Setting

The project site is on land designated for right-of-way or general and light industrial uses, as described in the *City of Roseville General Plan 2035* and the City's Zoning Ordinance.

Reference Section 3.2.15, *Public Services*, for information on parks in the project area.

3.2.16.2 Impact Analysis

a) *Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

The proposed project would not introduce new residents to the area and would not increase the use of existing neighborhood and regional parks or other recreational facilities. No impact would occur.

b) *Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?*

The proposed project does not include construction of recreational facilities and would not require the construction of new recreational facilities or the expansion of existing recreational facilities that might have an adverse physical effect on the environment. Therefore, the proposed project would have no potential adverse physical effects on the environment associated with the construction of recreational facilities. No impact would occur.

3.2.16.3 Mitigation Measures

The proposed project would have no impact on recreational facilities. Therefore, no mitigation is required.

3.2.17 Transportation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
XVI. Transportation				
Would the project:				
a. Conflict with a program, plan, ordinance, or policy addressing the circulation system including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☐	☒
b. Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☐	☒
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d. Result in inadequate emergency access?	☐	☐	☐	☒

The transportation analysis is based on the *Roseville Parkway Extension Traffic Evaluation Memorandum* prepared by Kimley-Horn (Kimley-Horn 2020). The Kimley-Horn traffic memorandum was prepared to support CEQA and to document project consistency with prior, more comprehensive environmental studies, and to inform the intersections' lane geometries to achieve acceptable operations.

3.2.17.1 Setting

Regulatory Setting

State

Caltrans is responsible for operating and maintaining all state-owned roadways and interstate highways in California. Caltrans sets maximum load limits for trucks and safety requirements for oversized vehicles that operate on highways. Highways in Placer County are under the jurisdiction of Caltrans District 3.

The California Vehicle Code, Division 15, Chapters 1 through 5 (Size, Weight, and Load) gives Caltrans discretionary authority to issue special permits for the movement of vehicles and loads exceeding statutory limitations on the size, weight, and loading of vehicles operated on highways. A special permit issued by Caltrans is required to authorize the operation of oversize or overweight trucks. In addition, Sections 660–711 of the California Streets and Highways Code require permits from Caltrans for any roadway encroachment during truck transportation and delivery.

The regulations for the care and protection of state and county highways require permits for any load that exceeds Caltrans weight, length, or width standards for public roadways.

Finally, state law requires each city and county to adopt a comprehensive, long-range general plan, including a circulation element, to guide its physical development. The applicable local documents are described below.

Local

Placer County 2036 Regional Transportation Plan

The Placer County Transportation Planning Agency's (PCTPA) *Placer County Regional Transportation Plan 2040*, approved November 21, 2019, outlines the existing modes of transportation and identifies needed improvements to guide the systematic development of a balanced, comprehensive, multimodal transportation system integrated with land use and air quality planning to meet Placer County's transportation needs (Placer County Transportation Planning Agency 2019). PCTPA serves as the County's designated Congestion Management Agency and implements an alternative transportation outreach effort as part of the *Placer County Regional Transportation Plan 2040* to meet its congestion management program requirements (Placer County Transportation Planning Agency 2019). The *Placer County Regional Transportation Plan 2040* also functions as the local transportation plan incorporated into the larger SACOG MTP/SCS. As one of the cities within Placer County, Roseville is a member of PCTPA. The *Placer County Regional Transportation Plan 2040* includes the following relevant goals and policies.

Goal 1: Highways/Streets/Roadways. Maintain and upgrade a safe, efficient, and convenient countywide roadway system that meets the travel needs of people and goods through and within the region.

Goal 5: Goods Movement. Provide for the safe and efficient movement of goods through, within, and into Placer County.

Goal 9: Integrated Land Use, Air Quality and Transportation Planning. By integrating land, air, and transportation planning, build and maintain the most efficient and effective transportation system possible while achieving the highest possible environmental quality standards.

Objective A, Policy 3. Provide technical support to jurisdictions' local roadway improvement efforts through circulation system analysis, and other transportation studies, as requested.

Objective B, Policy 4. Encourage local jurisdictions to develop and implement complete street practices in the design and maintenance of local roads.

City of Roseville General Plan 2035

The Circulation Element of the *City of Roseville General Plan 2035* includes the following relevant goals and policies.

Functional Classification Goal 1. Provide guidance to the long-range planning of the City's roadway system including design standards, right-of-way requirements and coordination with surrounding jurisdictions.

Functional Classification Policy 4. Maintain a system of truck routes to provide for the safe and efficient movement of goods and to avoid impacting residential neighborhoods.

Level of Service Goal 1. Maintain an adequate level of transportation service for all of Roseville's residents and employees through a balanced transportation system, which considers automobiles, transit, bicyclists, and pedestrians.

Level of Service Policy 1. Maintain a level of service (LOS) "C" standard at a minimum of 70 percent of all signalized intersections and roadway segments in the City during the a.m. and p.m. peak hours. Exceptions to the LOS "C" standard may be considered for intersections where the City finds that the required improvements are unacceptable based on established criteria identified in the implementation measures. In addition, Pedestrian Districts may be exempted from the LOS standard.

Bikeways/Trails Goal 2. Establish and maintain a safe, comprehensive and integrated bikeway and trail system that encourages the use of bikes and walking for commuting, recreational and other trips.

Environmental Setting

Project Roadways

The proposed project is located in the North Industrial Planning Area of Roseville. The project includes extension of Roseville Parkway by approximately 0.75 mile from its current terminus at Washington Boulevard westerly to Foothills Boulevard. The project includes construction of an overpass of the UPRR tracks and Industrial Avenue.

The transportation analysis evaluated the following study intersections (see Figure 3-2):

1. Roseville Parkway at Foothills Boulevard
2. Roseville Parkway at Washington Boulevard

The primary focus of study was to document project consistency with prior environmental studies related to the above intersections and proposed road extension. Accordingly, this traffic evaluation considered the following analysis scenarios:

A. Existing (2020) Conditions. Conditions representative of on-the-ground conditions established using traffic count data provided by the City's Intelligent Transportation System from February 2020.

B. Existing (2020) plus Proposed Project Conditions. Conditions representative of year 2020 conditions resulting from the addition of and network connectivity achieved

from the Roseville Parkway Extension. Traffic volumes were approximated using the City's Travel Demand Model to establish these "plus project" conditions.

C. Cumulative (2035) plus Proposed Project Conditions. Conditions obtained directly from the Amoruso Ranch Specific Plan in which the Roseville Parkway Extension is included.

Methodology

The traffic evaluation was performed in accordance with the City's preferred methodologies (City of Roseville 2020) and general guidelines for the preparation of traffic studies.

Analysis of transportation facility operations is based on the concept of LOS. The LOS of a facility is a qualitative measure used to describe operational conditions. LOS ranges from A (best), which represents minimal delay, to F (worst), which represents heavy delay and a facility that is operating at or near its functional capacity. LOS for this study were determined using methods defined in the Highway Capacity Manual (HCM) 6th Edition. The HCM includes procedures for analyzing a variety of intersection traffic control, including traffic signals. The signalized intersection procedures define LOS as a function of average control delay for the intersection as a whole. Table 3-17 presents intersection LOS definitions as defined in the HCM. LOS was determined using the Synchro® traffic analysis software.

Table 3-17. Intersection Level of Service Criteria

Level of Service (LOS)	Signalized Average Control Delay (sec/veh)
A	≤ 10
B	> 10 – 20
C	> 20 – 35
D	> 35 – 55
E	> 55 – 80
F	> 80

Results

This section summarizes the technical analyses completed for the study intersections. These facilities were analyzed under existing (2020) conditions with and without the proposed project, and cumulative (2035) conditions with the proposed project. Figure 3-3 depicts the study intersections' lane geometries, while Figure 3-4 and Figure 3-5 present the analysis scenarios' peak-hour intersection turning movement volumes. The traffic count data sheets are provided the Traffic Evaluation Memorandum Appendix A (see Initial Study Appendix C). Traffic Evaluation Memorandum Appendices B-E include the scenarios' analysis

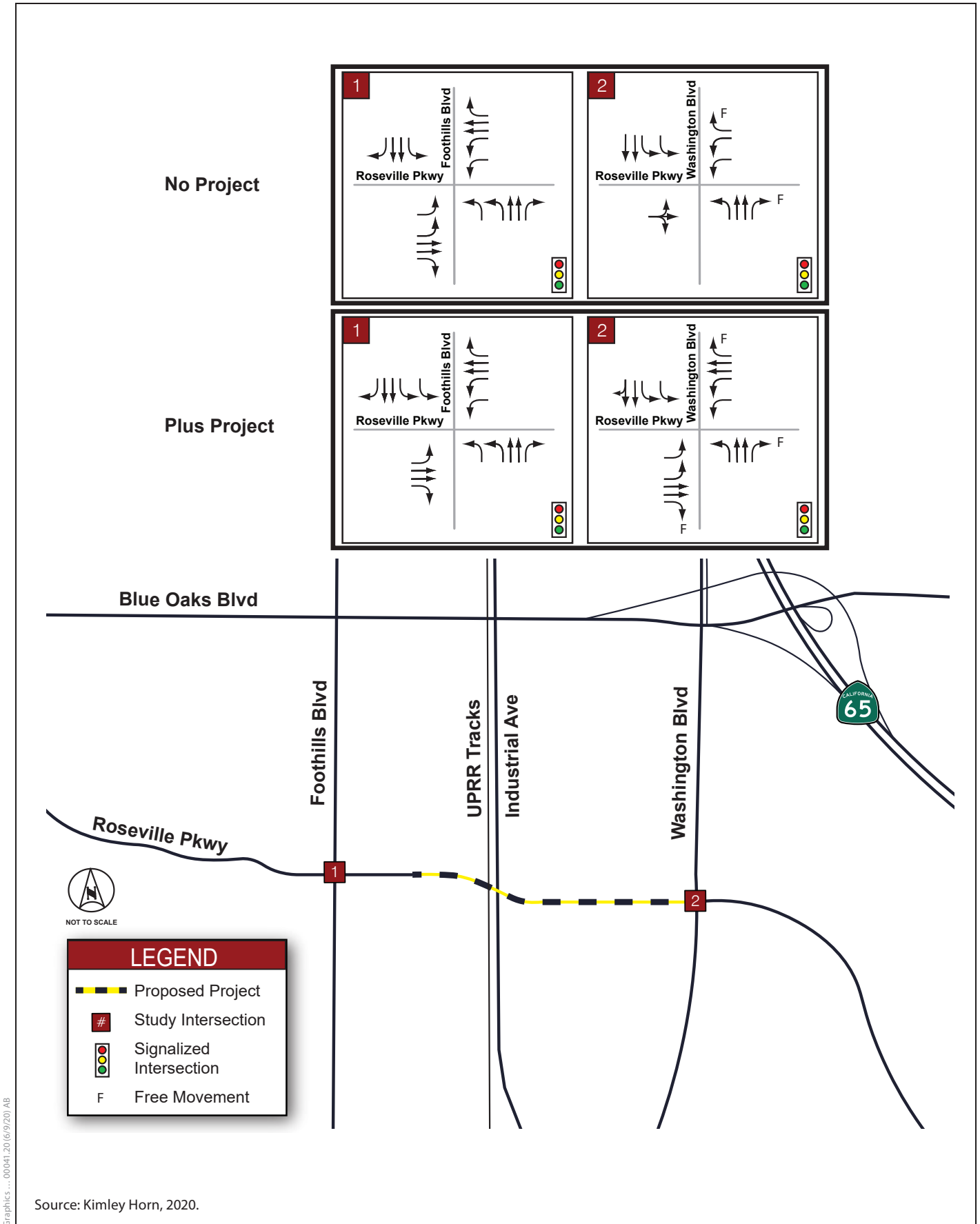


NOT TO SCALE



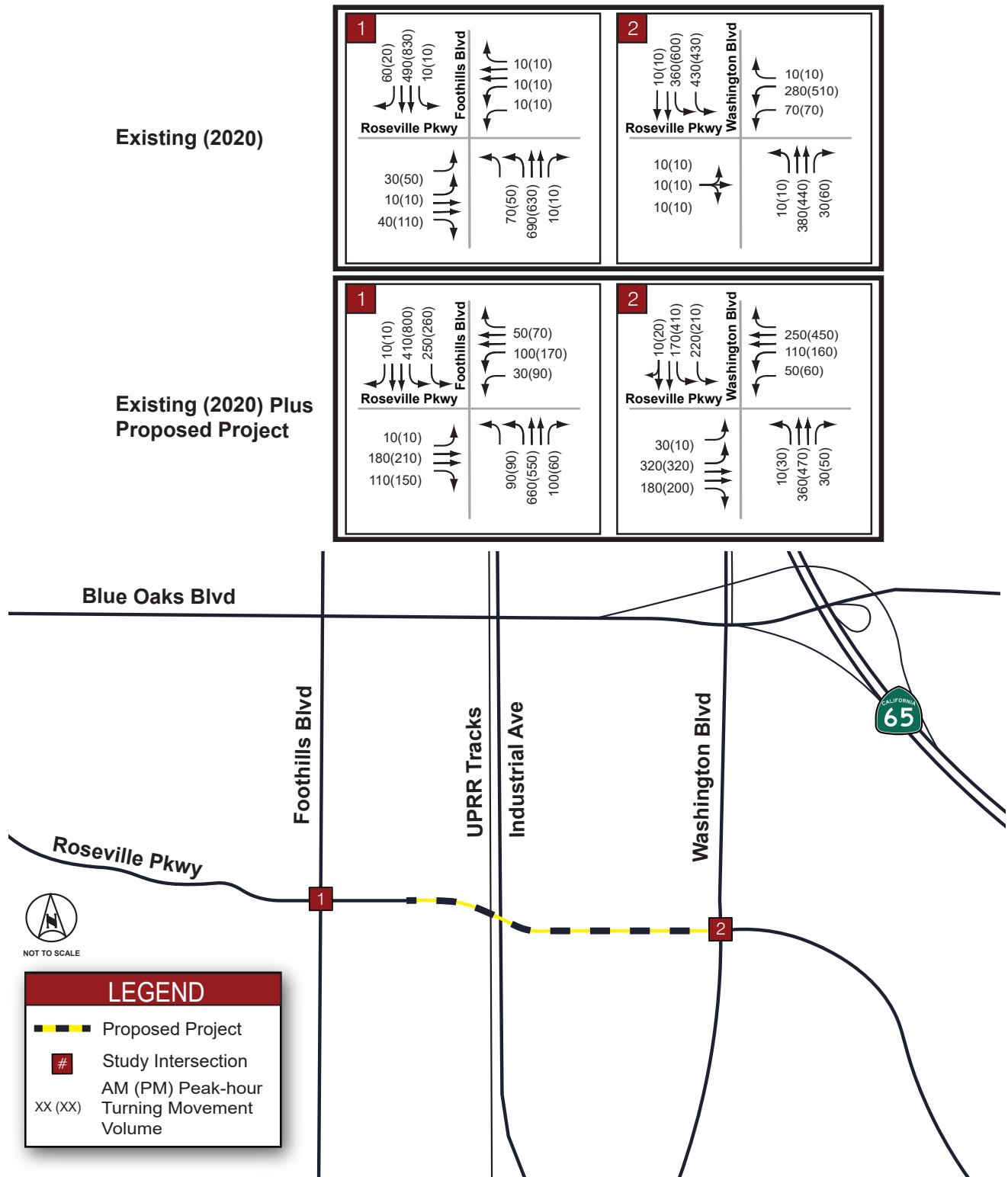
Source: Kimley Horn, 2020.

Figure 3-2
Project Vicinity



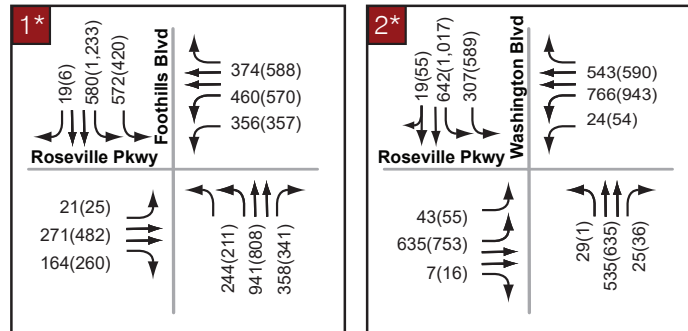
Source: Kimley Horn, 2020.

Figure 3-3
Study Intersections, Traffic Control, and Lane Geometries

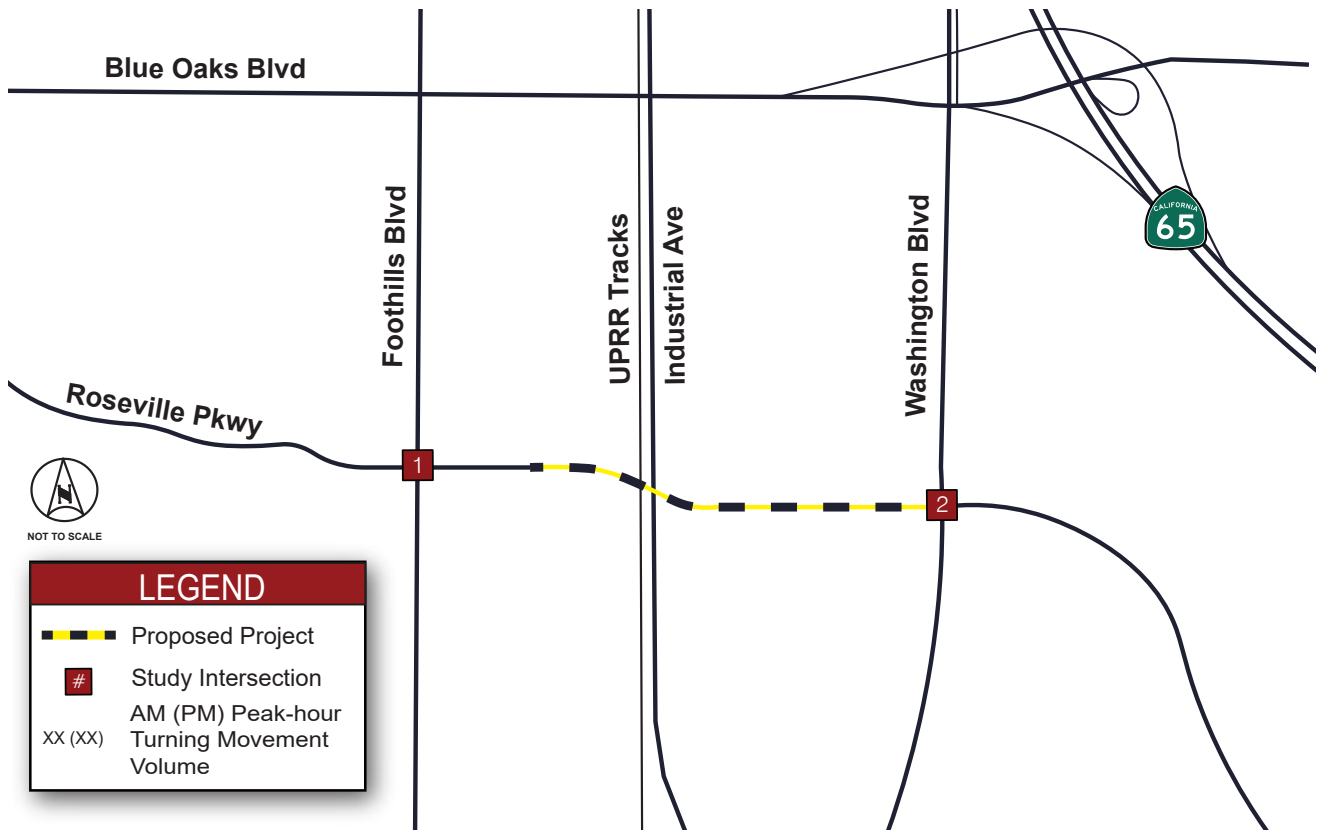


Source: Kimley Horn, 2020.

Figure 3-4
Existing (2020) Conditions Peak-Hour Volumes



*Peak-Hour Volumes were obtained directly from the Amoruso Ranch Traffic Study's 2035 Cumulative Plus Project Conditions



Source: Kimley Horn, 2020.

Figure 3-5
Cumulative (2035) plus Proposed Project Conditions Peak-Hour Volumes

worksheets (see Initial Study Appendix C). The results of the intersection LOS analyses are presented in Table 3-18.

As shown in Table 3-18, the study intersections operate at acceptable LOS D or better during both peak hours, for all analysis scenarios.

Table 3-18. Intersection Levels of Service

ID	Intersection	Peak Hour	Existing (2020)		Existing (2020) plus Project		Cumulative (2035) plus Project	
			Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS
1	Roseville Parkway @ Foothills Boulevard	AM	13.8	B	17.2	B	37.5	D
		PM	16.0	B	18.3	B	42.2	D
2	Roseville Parkway @ Washington Boulevard	AM	15.4	B	19.0	B	25.5	C
		PM	15.2	B	20.0	C	37.3	D

3.2.17.2 Impact Analysis

a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

The proposed project, through its extension of Roseville Parkway between Foothills Boulevard and Washington Boulevard, does not conflict with the City of Roseville's applicable planning documents including the *General Plan 2035*, *Bicycle Master Plan*, *Pedestrian Master Plan*, and *Short-Range Transit Plan*. The following is an overview of the project's consistency with these guiding documents:

- Circulation System
 - Consistent with the proposed project, the facility is indicated to have four future lanes (City of Roseville 2016: Figure III-3)
 - Additionally, consistent with the proposed project, the facility is designated as a four-lane facility in the Year 2035 mitigated network (City of Roseville 2016:Table III-4)
- Transit Facilities
 - Although not a designated transit route, the proposed project connects to Roseville Transit Route R that operates weekdays in both directions along Foothills Boulevard. There is currently a southbound bus stop located south of the proposed project intersection with Foothills Boulevard.
- Bicycle Facilities

- Consistent with the proposed project, the facility is indicated to have Class II Bike Lanes along the entire stretch of Roseville Parkway, as well as along both Foothills Boulevard and Washington Boulevard (City of Roseville 2016: Figure III-6; City of Roseville 2008: Figure 5).
- Additionally, the proposed project includes a separated 10-foot multi-use path that further supports the City's *General Plan* and *Bicycle Master Plan* goals.
- Pedestrian Facilities
 - The proposed project includes both an attached 8-foot sidewalk and a separated 10-foot multi-use path. Through its inclusion of these facilities, the proposed Project supports the City's *General Plan* and *Pedestrian Master Plan* goals.

As discussed above, the project is found consistent with applicable plans, ordinances and policies. There would be no impact.

b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

SB 743 was enacted by the California legislature in 2013 and required the Office of Planning and Research to adopt new guidelines for assessing CEQA-related transportation impacts. The City has determined that the proposed project does not require VMT analyses in response to SB 743 for the following reasons:

- The proposed project is included in the MTP/SCS recently adopted by SACOG.
- The proposed project is included in the Amoruso Ranch Specific Plan EIR, which is also incorporated into the current General Plan and the pending General Plan Update.
- The General Plan Update, scheduled to be adopted in Fall 2020, includes "grandfathering" of all previously adopted specific plans and will also include a VMT Policy that will only apply to new project proposals.
- As outlined in CEQA Guidelines Section 15064.3(b)(2) for roadway capacity projects, agencies have the discretion to determine the appropriate measure of transportation impact consistent with CEQA and other applicable requirements. To the extent that such impacts have already been adequately addressed at a programmatic level, such as in a regional transportation plan EIR, a lead agency may tier from that analysis as provided in CEQA Section 15152.

The proposed project is found to be consistent with CEQA Guidelines 15064.3 subdivision (b) and there would be no impact.

c) *Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

The project has been designed in a manner consistent with all applicable, published design standards at the onset of the project including the City of Roseville's Design and Construction Standards, Caltrans' Highway Design Manual, and the American Association of State Highway and Transportation Officials' A Policy on Geometric Design of Highways and Streets. Consistent with the City's expansive transportation system, the project would support all compatible uses and the surrounding land uses that are reasonably anticipated to contribute traffic to and rely on this facility are compatible with the design considerations. Accordingly, through its consistency with these standards, as well as resulting from its improved network connectivity, the proposed project would not increase hazards and would support all compatible uses. There would be no impact.

d) *Result in inadequate emergency access?*

The City previously analyzed the proposed project's effect on the emergency response times and access during the project development phase as part of the *City of Roseville Roadway System Capital Improvements Project Sensitivity Analysis Update* (City of Roseville 2019). Through a comprehensive sensitivity analysis, the City documented the proposed project's, as well as other significant projects' effects on peak-hour travel times and general vehicular access to emergency and medical service facilities, with a focus on travel times between the northwest portion of the city and two emergency hospital providers (Sutter Roseville and Kaiser Roseville). These previous efforts concluded the following as relates to the proposed projects' improvements to emergency access:

The Roseville Parkway extension project provides congestion reductions on the Blue Oaks Boulevard/Industrial Avenue overcrossing by reducing the 10-year peak-hour traffic volumes on the Blue Oaks Boulevard bridge. Furthermore, Roseville Parkway serves as another means to get from the west side of the City to the east side without having to access State Route 65. This parallel capacity would be helpful in emergency situations and as an alternate route during construction of the Blue Oaks Boulevard bridge widening. (City of Roseville 2019)

The project plans would be reviewed by the appropriate City departments to ensure conformance with all applicable fire-safety code and ordinance requirements for emergency access. There would be no impact.

3.2.17.3 Mitigation Measures

The proposed project would have no impact on transportation. Therefore, no mitigation is required.

3.2.17.4 References

- City of Roseville. 2008. *Bicycle Master Plan*. Available:
https://www.roseville.ca.us/UserFiles/Servers/Server_7964838/File/Government/Departments/Public%20Works/Biking%20&%20Walking/Planning/2008%20Bicycle%20Master%20Plan2.pdf.
- City of Roseville. 2016. *Roseville General Plan 2035*. Available:
http://www.roseville.ca.us/gov/development_services/planning/general_plan_n_development_guidelines.asp?grpxver=mob. Accessed: September 29, 2017.
- City of Roseville. 2019. *Roadway System Capital Improvements Project Sensitivity Analysis Update*. Presented at the April 17, 2019 Roseville City Council Meeting.
- City of Roseville. 2020. *Section 4 Traffic Impact Studies, City of Roseville Design Standards*. January.
- Kimley-Horn. 2020. *Roseville Parkway Extension Traffic Evaluation Memorandum*. June 5.
- Placer County Transportation Planning Agency. 2019. *Final Placer County 2036 Regional Transportation Plan*. Available:
http://www.pctpa.net/library/rtp/2036/RTP/Final_2036_RTP_Full.pdf. Accessed: September 29, 2017.

3.2.18 Tribal Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
XVII. Tribal Cultural Resources				
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☐	☒
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

3.2.18.1 Setting

Tribal cultural resources are defined in CEQA as:

1. Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American Tribe that are either of the following:
 - a. Included in or determined to be eligible for inclusion in the CRHR.
 - b. Included in a local register of historical resources as defined in subdivision (k) of Section 5020.1.
2. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1.

AB 52 defines a California Native American Tribe as a Native American tribe located in California that is on the contact list maintained by the NAHC (Public Resources Code Section 21073). A cultural landscape that meets the criteria of subdivision (a) is a tribal cultural resource to the extent that the landscape is geographically defined in terms of the size and scope of the landscape. Sacred places can include Native American sanctified cemeteries, places of worship, religious or ceremonial sites, and sacred shrines. Both unique and non-unique archaeological resources, as defined in Public Resources Code Section 21083.2, can be tribal cultural resources if they meet the criteria for listing in the CRHR (Public Resources Code Section 524.1(c)). The lead agency relies upon substantial evidence to make the determination that a resource qualifies as a tribal cultural resource when it is not already listed in the CRHR or a local register.

On September 23, 2019, the City of Roseville sent certified letters to the following tribes requesting consultation or information regarding tribal resources in the project area. The letters requested a response within 30 days.

- UAIC (Gene Whitehouse, Chairman)
- SSBMI (Nicholas Fonseca, Chairperson)
- Tsi Akim Maidu (Don Ryberg, Chairperson)
- Lone Band of Miwok Indians (Sara D. Setshwaelo, Cultural Committee Chair)

To date, two responses regarding consultation have been received from the UAIC and SSBMI. On October 17, 2019, the City of Roseville received a letter dated October 8, 2019 from Gene Whitehouse, Chairman of the UAIC. The letter requested to consult under AB 52, identified the area of the project as sensitive for tribal cultural resources, requested copies of drafted or completed technical reports, requested one meeting to discuss the project and potential impacts, and identified the UAIC's point of contact as Anna Starkey. Terri Shirhall with the City of Roseville followed up with an email to Anna Starkey of the UAIC on October 23, 2019. The email acknowledged the request for continued consultation and provided survey reports and permits associated with the project. Additional outreach between the City and Starkey resumed in January and April of 2020 with Starkey requesting to review the Draft IS/MND before it goes public to review for incorporation of UAIC's preferred mitigation measures. In July 2020 Terri Shirhall emailed the admin draft IS/MND to Ms. Starkey. Ms. Starkey replied in a July 20 email to Terri Shirhall that she had no further comment and consultation could be closed with City agreement. The City concurred and consultation was closed with agreement on July 20, 2020.

On October 21, 2019, the City of Roseville received a letter dated October 14, 2019 from Daniel Fonseca, Cultural Resources Director for the SSBMI. The letter stated that the SSBMI was not aware of any known cultural resources in the project; however, they would like to have continued consultation as the project progresses.

The letter also requested copies of drafted or completed technical reports and would like to be notified of human remains are found. Terri Shirhall with the City of Roseville followed up with an email to Kara Perry of the SSBMI on October 23, 2019. The email acknowledged the request for continued consultation and provided survey reports and permits associated with the project. On January 13, 2020 Kara Perry responded with an email to Terri Shirhall stating that the City can close consultation with the SSBMI but would like to be informed if any changes are made to the project.

As of release of this document, no tribal cultural resources have been identified by any of the consulting tribes and AB 52 tribal consultations were closed with agreement.

3.2.18.2 Impact Analysis

a) Cause a substantial adverse change in the significance of a tribal cultural resource that is listed or eligible for listing in the California Register of Historical Resources or other local register as defined in Public Resources Code Section 5020.1(k)?

No tribal resources were identified through consultation efforts. Therefore, it is expected that the project would not result in impacts on tribal cultural resources. There would be no impact.

b) Cause a substantial adverse change in the significance of a tribal cultural resource that is determined by the lead agency to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria, the lead agency shall consider the significance of the resource to a California Native American tribe.

No tribal resources were identified through consultation efforts. Therefore, it is expected that the project would not result in impacts on tribal cultural resources. However, it is possible that unknown buried tribal cultural resources could be present on the project site. Should buried or otherwise unknown tribal cultural resources be encountered and damaged during construction, a potentially significant impact would result. Implementation of Mitigation Measure TCR-1 would reduce this impact to less than significant.

3.2.18.3 Mitigation Measures

Mitigation Measure TRC-1: Implement Measures to Protect Previously Unidentified Tribal Cultural Resources

If subsurface deposits believed to be cultural or human in origin, or tribal cultural resources, are discovered during construction, all work shall halt within a 100-foot radius of the discovery, and the Construction Manager shall immediately

notify the City of Roseville Development Services Director by phone. The Construction Manager shall also immediately coordinate with the monitoring archaeologist or project archaeologist, or, in the absence of either, contact a qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for archaeology and subject to approval by the City, to evaluate the significance of the find and develop appropriate management recommendations. All management recommendations shall be provided to the City in writing for the City's review and approval. If recommended by the qualified professional and approved by the City, this may include modification of the no-work radius.

The professional archaeologist must make a determination, based on professional judgement and supported by substantial evidence, within one business day of being notified, as to whether or not the find represents a cultural resource or has the potential to be a tribal cultural resource. The subsequent actions will be determined by the type of discovery, as described below. These include: (1) a work pause that, upon further investigation, is not actually a discovery and the work pause was simply needed in order to allow for closer examination of soil (a "false alarm"); (2) a work pause and subsequent action for discoveries that are clearly not related to tribal resources, such as can and bottle dumps, artifacts of European origin, and remnants of built environment features; and (3) a work pause and subsequent action for discoveries that are likely related to tribal resources, such as midden soil, bedrock mortars, groundstone, or other similar expressions.

Whenever there is question as to whether or not the discovery represents a tribal resource, culturally affiliated tribes shall be consulted in making the determination. The following processes shall apply, depending on the nature of the find, subject to the review and approval of the City:

- Response to False Alarms: If the professional archaeologist determines that the find is negative for any cultural indicators, then work may resume immediately upon notice to proceed from the City's representative. No further notifications or tribal consultation is necessary, because the discovery is not a cultural resource of any kind. The professional archaeologist shall provide written documentation of this finding to the City.
- Response to Non-Tribal Discoveries: If at the time of discovery a professional archaeologist determines that the find represents a non-tribal cultural resource from any time period or cultural affiliation, the City shall be notified immediately, to consult on a finding of eligibility and implementation of appropriate treatment measures, if the find is determined to be a historical resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines. The professional archaeologist shall provide a photograph of the

find and a written description to the City of Roseville. The City of Roseville will notify any tribe(s) who, in writing, requested notice of unanticipated discovery of non-tribal resources. Notice shall include the photograph and description of the find, and a tribal representative shall have the opportunity to determine whether or not the find represents a tribal cultural resource. If a response is not received within 24 hours of notification (none of which time period may fall on weekends or City holidays), the City will deem this portion of the measure completed in good faith as long as the notification was made and documented. If requested by a tribe(s), the City may extend this timeframe, which shall be documented in writing (electronic communication may be used to satisfy this measure). If a notified tribe responds within 24 hours to indicate that the find represents a tribal cultural resource, then the Response to Tribal Discoveries portion of this measure applies. If the tribe does not respond or concurs that the discovery is non-tribal, work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: (1) is not a historical resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or (2) that the treatment measures have been completed to its satisfaction.

- Response to Tribal Discoveries: If the find represents a tribal or potentially tribal cultural resource that does not include human remains, the tribe(s) and City shall be notified. The City will consult with the tribe(s) on a finding of eligibility and implement appropriate treatment measures, if the find is determined to be either a historical resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines, or a tribal cultural resource, as defined in Section 21074 of the Public Resources Code. Preservation in place is the preferred treatment, if feasible. Work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: (1) is not a historical resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or (2) not a tribal cultural resource, as defined in Section 21074 of the Public Resources Code; or (3) that the treatment measures have been completed to its satisfaction.
- Response to Human Remains: If the find includes human remains, or remains that are potentially human, the construction supervisor or on-site archaeologist shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641) and shall notify the City and Placer County Coroner (per Section 7050.5 of the Health and Safety Code). The provisions of California Health and Safety Code Section 7050.5, California Public Resources Code Section 5097.98, and AB 2641 shall be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the NAHC, which then will designate a Native American MLD for the project (Public Resources Code

Section 5097.98). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. Public Resources Code Section 5097.94 provides structure for mediation through the NAHC if necessary. If no agreement is reached, the City shall rebury the remains in a respectful manner where they will not be further disturbed (Public Resources Code Section 5097.98). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (AB 2641). Work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the treatment measures have been completed to its satisfaction.

3.2.19 Utilities and Service Systems

XVIII. Utilities and Service Systems	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment, stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☐	☒
c. Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d. Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

3.2.19.1 Setting

Wastewater

Wastewater services in Roseville are provided by the City. Two wastewater treatment facilities, the Dry Creek Wastewater Treatment Plant and the Pleasant Grove Wastewater Treatment Plant, serve the city. The Dry Creek Wastewater Treatment Plant is located on the southern edge of the city on an 80-acre parcel at 1800 Booth Road. The Pleasant Grove Wastewater Treatment Plant is located on the city's west side on a 110-acre parcel at 5051 Westpark Drive. These plants are owned and operated by the City of Roseville on behalf of the Regional Partners consisting of the City, the South Placer Municipal Utility District, and portions of

unincorporated Placer County (primarily Granite Bay and Sunset Industrial Area) (City of Roseville 2016).

Water

The City of Roseville provides water service to areas within the city, including the project site. Roseville uses multiple water sources, including surface water, recycled water for landscaping, and, in dry years or emergency situations, groundwater.

Stormwater Drainage

Stormwater drainage facilities in urbanized areas of Roseville, including developed portions of the project area, consist of surface gutters, subsurface drainage pipes, canals, and retention basins. The project site is undeveloped disturbed annual grassland bordered on the east by residential development and industrial development and vacant parcels to the north, south, and west. The project site is located in a partially developed area; stormwater runoff drains primarily through natural drainage swales, and in the developed areas through surface gutters and subsurface drainage pipes. No developed stormwater drainage facilities are present on the project site. See Section 3.2.10 for further discussion of project site drainage characteristics.

Solid Waste Disposal

The city collects solid waste generated in Roseville and hauls it to the Materials Recovery Facility (MRF) at the Western Placer Waste Management Authority's Western Regional Sanitary Landfill. The Western Placer Waste Management Authority is a joint powers authority made up of Placer County and the Cities of Roseville, Rocklin, and Lincoln. The landfill is a Class II/III non-hazardous municipal solid waste facility located southeast of the Athens Avenue and Fiddymont Road intersection between Roseville and Lincoln in unincorporated Placer County. The MRF has a municipal solid waste processing capacity of approximately 1,900 tons per day and a green waste processing capacity of approximately 205 tons per day (California Department of Resources Recycling and Recovery 2019a). As of July 1, 2013, the landfill had a remaining capacity of 25,677,600 cubic yards (City of Roseville 2016). The landfill has an estimated closure date of 2058 (California Department of Resources Recycling and Recovery 2019b).

3.2.19.2 Impact Analysis

a) Require or result in the relocation or construction of new or expanded water, wastewater treatment, stormwater drainage, electric power, natural

gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

The project includes the extension of Roseville Parkway between Foothills Boulevard and Washington Boulevard. Required utility relocations are described in Section 2.4.5, *Utility Relocations*. The project would not include extension of any new water, wastewater, natural gas, or telecommunications facilities, although some existing facilities may be slightly relocated within the disturbance footprint. The only exception is that electricity would be extended within underground conduits along the new roadway and overpass to allow for connection with existing electric facilities on both sides. Electricity for streetlights would also be extended along the roadway.

Roadway construction would include low-impact development measures and underground storm drain improvements to convey stormwater runoff from the new roadway. The new storm drain system would tie into existing storm drains at the east and west ends of the project. The new storm drain system would be built to city and SWRCB standards and would include construction BMPs as identified in Section 2.6, thereby reducing any potential impacts to a less-than-significant level.

b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

The proposed project would not require the provision of water from public sources and no water supply system would be built as part of the project. The only water used by the project would be water trucked on-site during construction activities for soil compaction and dust suppression. No impact would occur.

c) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

The project would not exceed applicable wastewater treatment requirements because the proposed project would not generate wastewater. Because the project would not require wastewater treatment service, no construction or expansion of wastewater systems would be required, and the project would not affect wastewater treatment capacity. During construction, one or more portable toilets would be placed on the project site; wastewater would be contained within the portable toilet and ultimately disposed of at an approved site. No impact would occur.

d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

And

e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

The project would not generate solid waste during operation. Solid waste generated during construction would include debris such as concrete, scrap metal, and similar materials. Waste materials generated during construction would be disposed of appropriately at the Western Regional Sanitary Landfill or its associated MRF.

The majority of earthwork would involve soil import and compaction to ready the road base and build-up the overpass approach ramps. The project requires approximately 165,000 cubic yards of fill import, primarily for the overpass approach ramps. It is expected that excess soil from local development projects would provide a portion of this material. The balance would be obtained from available commercial supplies.

With an estimate closure date of 2058 and a remaining capacity of slightly more than 25 million cubic yards, the Western Regional Sanitary Landfill would be capable of accommodating the project's construction solid waste disposal needs.

Given the nominal demand that the project would place on remaining landfill capacity, the project would have a limited impact on landfill capacity and would comply with relevant statutes and regulations related to solid waste. This impact would be less than significant, and no mitigation is required.

3.2.19.3 Mitigation Measures

The proposed project would have less-than-significant impacts on utilities and service systems. Therefore, no mitigation is required.

3.2.19.4 References

California Department of Resources Recycling and Recovery. 2019a. *SWIS Facility Detail, Western Placer Waste Mgmt Authority MFR (31-AA-0001)*. Available: <https://www2.calrecycle.ca.gov/swfacilities/Directory/31-AA-0001>. Accessed: April 15, 2020.

California Department of Resources Recycling and Recovery. 2019b. *SWIS Facility Detail Western Regional Landfill (31-AA-0210)*. Available: <https://www2.calrecycle.ca.gov/swfacilities/Directory/31-AA-0210/>. Accessed: April 15, 2020.

City of Roseville. 2016. *City of General Plan 2035*. Adopted June 15, 2016. Amended August 17, 2016. Available: <https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774544>. Accessed: April 14, 2020.

3.2.20 Wildfire

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks of, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts on the environment?	☐	☐	☐	☒
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

3.2.20.1 Setting

The project area is not within a State Responsibility Area; therefore, not designated a very high fire hazard severity zone. The project site is located in a Local Responsibility Area where the Roseville Fire Department is responsible for fire protection services.

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

And

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks of, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

And

- c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts on the environment?***

And

- d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?***

Extension of Roseville Parkway would improve emergency response in the project area by providing an additional east-west emergency response route. The project site is on relatively flat ground in an urbanized area of North Roseville, so not susceptible to downstream flooding or landslide. The project area is not within a State Responsibility Area; therefore, not designated a very high fire hazard severity zone. No impact would occur.

3.2.20.2 Mitigation Measures

The proposed project would have less-than-significant impacts on wildfire. Therefore, no mitigation is required.

3.2.21 Mandatory Findings of Significance

XIX. Mandatory Findings of Significance	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b. Does the project have impacts that are individually limited but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	☒	☐
c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

As stated in Section 3.2.4, *Biological Resources*, project construction could directly or indirectly (through habitat modification) affect wildlife species identified as special-status species in local or regional plans, policies, or regulations, or by CDFW or USFWS. For example, project construction could include potential effects on western spadefoot toad and ground-nesting migratory birds and raptors. However implementation of Mitigation Measures BIO-1, BIO-2, and BIO-3 would reduce these impacts to a less-than-significant level.

As discussed in Section 3.2.6, *Cultural Resources*, the project would avoid impacts on the UPRR grade and would not significantly affect examples of the major periods of California history or prehistory.

With implementation of mitigation measures, the project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of any wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. These impacts would be less than significant with mitigation.

b) Does the project have impacts that are individually limited but cumulatively considerable?

The analysis in this chapter concludes that the project would have either no impact or less-than-significant localized impacts (with mitigation) on a number of resources (aesthetics, agricultural and forestry resources, air quality, biological resources, cultural resources, energy, geology and soils, GHG emissions, hazardous materials, hydrology and water quality, land use, mineral resources, noise, population and housing, public services, recreation, transportation, tribal cultural resources, utilities and service systems, and wildfire). Because the project would not induce population growth or result in the development of new housing or employment-generating uses, it would not combine with cumulative development to increase the demand for public services, recreation facilities, or utilities, the expansion of which could result in significant environmental effects. Further, the analysis indicates that operation of the project would reduce GHG emissions, resulting in a beneficial effect on GHG. Implementation of Mitigation Measures AQ-1, BIO-1, BIO-2, BIO-3, BIO-4, CUL-1, CUL-2, GEO-1, and GEO-2 would minimize potential localized construction impacts on air quality, western spadefoot toad and ground-nesting migratory birds and raptors, cultural resources and paleontological resources.

The project would not result in a considerable contribution to cumulative impacts because its impacts would not combine with those of cumulative development. The project's contribution to cumulative impacts would be less than significant.

c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?

The project would have no significant adverse effects on human beings. There would be no significant increase in construction-related or operational air emissions or noise levels, and there would be no significant exposure to geologic or seismic hazards or to hazardous materials as a result of the project. For all other topics, there would be either no impact or a less-than-significant impact. Therefore, the project's impacts on human beings would be less than significant.

Appendix A

Air Quality

Construction Schedule

Phase	Project			
	Start	End	Calendar Days	Work Days
Grubbing/Land Clearing	9/1/2021	9/13/2021	8	8
Grading/Excavation	9/14/2021	4/13/2022	151	30
Draining/Utilities/Subgrade	9/1/2021	5/13/2022	182	81
Paving	3/23/2022	5/9/2022	33	11
Overpass construction	9/16/2021	2/17/2022	110	110

General RCEM Construction Inputs

Input	Roadway	Overpass
Construction Year	2021	2021
Project Length	0.75	0.75
Total Project Area	12	12
Maximum Area Disturbed/Day	2	2
Soil Imported/Exported by Phase		
Grubbing/Land Clearing	3,000	0
Grading/Excavation	2,800	0
Draining/Utilities/Subgrade	0	0
Paving	0	0
Asphalt Imported/ Exported by Phase		
Grubbing/Land Clearing	0	0
Grading/Excavation	0	0
Draining/Utilities/Subgrade	0	0
Paving	840	0
Average Truck Capacity	40	0

Construction Vehicles

Phase	Haul Trucks		Employees		Water Trucks		
	Trips per Day	Miles per Trip	Number per Day	Trips per Day	Number per Day	Trips per Day	Miles per Trip
Grubbing/Land Clearing	72	20	15	30	2	5	8
Grading/Excavation	70	20	15	30	2	5	8
Draining/Utilities/Subgrade			15	30	1	5	8
Paving	21	20	15	30			
Overpass construction			15	30			

Construction Equipment

General Category	Number per Day (all at 8 hours per day)				
	Grub/Clearing	Grading/Ex	D/U/S	Paving	Overpass
Bore/Drill Rig	0	0	1	0	1
Cement/Mortar Mixer	0	0	0	0	5
Crane	0	0	0	0	2
Excavator	0	0	0	0	2
Generator	0	0	1	0	1
Graders	2	2	2	0	0
Off-Highway Truck	0	0	0	0	1
Other Construction Equip	0	0	1	2	0
Paver	0	0	0	1	0
Rollers	5	5	2	5	0
RT Dozer	2	2	1	0	0
RT Loader	1	0	0	0	1
Scraper	2	2	0	0	0
Skid Loader	2	2	3	2	0
Tractor/Loader/Backhoe	0	0	1	0	0
Trencher	0	0	1	0	0

SACOG Daily Regional VMT

Speed Bin (mph)	VMT			
	Existing	Existing Plus Project	Cumulative	Cumulative Plus Project
0 - 5	60,346	58,720	137,246	139,041
6-10	210,302	211,922	496,988	485,540
11-15	553,753	554,700	876,659	855,837
16-20	6,343,883	6,329,167	9,235,620	9,311,394
21-25	2,624,297	2,684,968	5,095,415	4,959,937
26 - 30	3,217,681	3,080,908	4,663,045	4,626,881
31 - 35	4,745,766	4,774,379	7,889,099	7,989,642
36 - 40	5,039,756	5,077,098	11,789,195	11,811,546
41 - 45	4,987,786	5,017,969	6,877,824	6,771,279
46 - 50	5,356,132	5,368,057	7,591,704	7,584,217
51 - 55	10,259,529	10,245,607	8,888,074	8,997,508
56 - 60	5,299,843	5,290,663	5,836,391	5,741,593
61 - 65	1,518,200	1,517,869	3,860,390	3,942,264
66+	1,872,276	1,873,096	209,706	209,717
Total	52,089,549	52,085,122	73,447,356	73,426,397

Source: Weir, Matt (Kimley-Horn)

CT-EMFAC2017 Output

Year/Speed	Running (RUNEX, PMTW, PMBW, RD) grams per mile						
	ROG	NOx	CO2	CH4	PM10 Ex	PM10 D	N2O
2011							
5	0.84	1.84	1,057	0.11	0.08	1.07	0.06
10	0.59	1.58	872	0.08	0.06	1.07	0.05
15	0.37	1.25	707	0.05	0.05	1.07	0.04
20	0.23	1.07	589	0.04	0.03	1.07	0.04
25	0.18	1.00	507	0.03	0.03	1.07	0.03
30	0.14	0.96	454	0.02	0.02	1.07	0.03
35	0.12	0.93	423	0.02	0.02	1.07	0.03
40	0.11	0.91	408	0.02	0.02	1.07	0.03
45	0.10	0.91	407	0.02	0.02	1.07	0.03
50	0.09	0.91	416	0.02	0.02	1.07	0.03
55	0.10	0.93	430	0.02	0.02	1.07	0.03
60	0.10	0.95	444	0.02	0.02	1.07	0.03
65	0.11	0.97	456	0.02	0.02	1.07	0.03
70	0.12	0.98	459	0.02	0.02	1.07	0.03
75	0.12	0.98	459	0.02	0.02	1.07	0.03
2035							
5	0.09	0.66	648	0.00	0.01	1.12	0.03
10	0.06	0.51	530	0.00	0.00	1.12	0.03
15	0.04	0.37	427	0.00	0.00	1.12	0.02
20	0.03	0.29	357	0.00	0.00	1.12	0.02
25	0.02	0.24	307	0.00	0.00	1.12	0.02
30	0.02	0.19	272	0.00	0.00	1.12	0.02
35	0.01	0.14	251	0.00	0.00	1.12	0.01
40	0.01	0.11	240	0.00	0.00	1.12	0.01
45	0.01	0.09	237	0.00	0.00	1.12	0.01
50	0.01	0.08	242	0.00	0.00	1.12	0.01
55	0.01	0.09	251	0.00	0.00	1.12	0.01
60	0.01	0.10	263	0.00	0.00	1.12	0.01
65	0.01	0.12	275	0.00	0.00	1.12	0.01
70	0.01	0.12	277	0.00	0.00	1.12	0.01
75	0.01	0.12	277	0.00	0.00	1.12	0.01
2035 with SAFE Rule*							
5	0.10	0.67			0.01		
10	0.06	0.51			0.00		
15	0.04	0.37			0.00		
20	0.03	0.30			0.00		
25	0.02	0.24			0.00		
30	0.02	0.19			0.00		
35	0.01	0.15			0.00		
40	0.01	0.12			0.00		
45	0.01	0.09			0.00		
50	0.01	0.09			0.00		
55	0.01	0.09			0.00		
60	0.01	0.10			0.00		
65	0.01	0.12			0.00		
70	0.01	0.12			0.00		
75	0.01	0.12			0.00		

* Conservatively applied to all vehicle emissions (not just light-duty gasoline).

No Project Emissions Calculations*

Year	No Project						
	ROG	NOx	CO2	CH4	PM10 Ex	PM10 D	N2O
2011							
5	112	245	22,140	2	11	143	1
10	274	734	63,611	6	30	498	4
15	449	1,532	135,931	10	55	1,311	8
20	3,267	14,944	1,296,068	82	454	15,025	83
25	1,021	5,784	462,087	26	154	6,215	31
30	1,015	6,803	506,844	26	165	7,621	35
35	1,262	9,738	696,625	33	220	11,240	50
40	1,178	10,153	714,264	31	220	11,936	51
45	1,073	9,979	704,020	28	214	11,813	49
50	1,117	10,763	772,529	29	238	12,685	52
55	2,184	20,936	1,529,436	55	491	24,298	101
60	1,204	11,054	816,854	30	269	12,552	53
65	380	3,247	240,254	9	78	3,596	16
70	500	4,060	298,488	12	98	4,434	20
Total	15,036	109,971	8,259,150	381	2,698	123,367	554
2035							
5	29	203	30,863	0	2	338	2
10	69	563	91,322	0	4	1,224	5
15	78	714	129,881	0	5	2,159	7
20	553	6,051	1,145,291	1	41	22,746	62
25	228	2,680	543,408	1	18	12,549	30
30	166	1,920	440,544	0	14	11,485	25
35	234	2,534	686,488	1	22	19,430	38
40	307	2,991	980,865	1	32	29,036	53
45	166	1,440	566,524	1	20	16,939	30
50	178	1,427	638,012	1	24	18,698	32
55	214	1,684	775,524	1	33	21,890	39
60	152	1,249	532,258	1	25	14,374	27
65	114	1,009	367,931	1	20	9,508	19
70	7	55	20,133	0	1	516	1
Total	2,493	24,521	6,949,044	8	259	180,893	368

*ROG, NOx, and PM10 are pound per day; CO2, CH4, and N2O are metric tons per year (annualized over 347 days per year).

With Project Emissions Calculations*

Year	With Project						
	ROG	NOx	CO2	CH4	PM10 Ex	PM10 D	N2O
2011							
5	109	238	21,544	2	10	139	1
10	276	739	64,101	6	30	502	4
15	450	1,534	136,164	10	56	1,314	8
20	3,259	14,909	1,293,061	82	453	14,990	83
25	1,044	5,918	472,770	27	158	6,359	32
30	972	6,514	485,299	25	158	7,297	34
35	1,270	9,796	700,826	33	221	11,307	50
40	1,187	10,228	719,556	31	221	12,024	51
45	1,080	10,040	708,280	28	216	11,884	49
50	1,119	10,787	774,249	29	238	12,714	52
55	2,181	20,908	1,527,360	55	491	24,265	101
60	1,202	11,035	815,439	30	268	12,530	53
65	380	3,246	240,202	9	78	3,595	16
70	500	4,062	298,618	12	98	4,436	20
Total	15,029	109,954	8,257,469	380	2,697	123,357	554
2035							
5	29	205	31,266	0	2	342	2
10	67	550	89,218	0	4	1,196	5
15	76	697	126,796	0	5	2,108	7
20	558	6,101	1,154,687	1	41	22,933	62
25	222	2,609	528,960	1	17	12,216	29
30	164	1,906	437,128	0	14	11,396	24
35	237	2,566	695,237	1	22	19,678	39
40	308	2,997	982,725	1	32	29,091	53
45	163	1,418	557,748	1	20	16,677	29
50	178	1,425	637,383	1	24	18,679	32
55	216	1,705	785,072	1	33	22,160	39
60	149	1,229	523,613	1	25	14,141	26
65	116	1,031	375,735	1	20	9,709	20
70	7	55	20,134	0	1	517	1
Total	2,490	24,494	6,945,702	8	259	180,842	368

*ROG, NOx, and PM10 are pound per day; CO2, CH4, and N2O are metric tons per year (annualized over 347 days per year).

Appendix B

Noise

Figure B-1. Noise Prediction Locations



Source Data		Reference Maximum Sound Level at 50 ft. (Lmax, dBA)	Utilization Factor (% of hour)	Equivalent Sound Level (Leq, dBA)
Construction Phase	Land Clearing/Grubbing			
Equipment Type #1	Scraper	85	0.50	82
Equipment Type #2	Grader	85	0.50	82
Equipment Type #3		0	0.50	-3
Average Height of Sources, ft.	10			
Average Height of Receiver, ft.	5			
Ground Type	soft			
Allowable Sound Level, daytime Leq	50			
Allowable Sound Level, nighttime Leq	45			

Calculated Data			
Combined Equipment Sound Level, Leq dBA at 50 ft.			85
Effective Source Height, ft.			7.50
Ground factor, G			0.62
Distance to Allowable Daytime Sound Level, ft.			1100
Distance to Allowable Nighttime Sound Level, ft.			1750
Distance Between Source and Receiver (ft.)	Geometric Attenuation (dB)	Ground Effect Attenuation (dB)	Equivalent Sound Level (Leq, dBA)
50	0	0	85
100	-6	-2	77
200	-12	-4	69
300	-16	-5	65
400	-18	-6	61
500	-20	-6	59
600	-22	-7	57
700	-23	-7	55
800	-24	-7	53
900	-25	-8	52
1000	-26	-8	51
1500	-30	-9	46
2000	-32	-10	43
2500	-34	-10	41
3000	-36	-11	38
4000	-38	-12	35

Calculations based on FTA 2018.

Note: This calculation does not include the effects, if any, of local shielding from walls, topography or other barriers which may reduce sound levels further.

Source Data		Reference Maximum Sound Level at 50 ft. (Lmax, dBA)	Utilization Factor (% of hour)	Equivalent Sound Level (Leq, dBA)
Construction Phase	Grading/Excavation			
Equipment Type #1	Scraper	85	0.50	82
Equipment Type #2	Grader	85	0.50	82
Equipment Type #3		0	1.00	0
Average Height of Sources, ft.	10			
Average Height of Receiver, ft.	5			
Ground Type	soft			
Allowable Sound Level, daytime Leq	50			
Allowable Sound Level, nighttime Leq	45			

Calculated Data			
Combined Equipment Sound Level, Leq dBA at 50 ft.			85
Effective Source Height, ft.			7.50
Ground factor, G			0.62
Distance to Allowable Daytime Sound Level, ft.			1100
Distance to Allowable Nighttime Sound Level, ft.			1750
Distance Between Source and Receiver (ft.)	Geometric Attenuation (dB)	Ground Effect Attenuation (dB)	Equivalent Sound Level (Leq, dBA)
50	0	0	85
100	-6	-2	77
200	-12	-4	69
300	-16	-5	65
400	-18	-6	61
500	-20	-6	59
600	-22	-7	57
700	-23	-7	55
800	-24	-7	53
900	-25	-8	52
1000	-26	-8	51
1500	-30	-9	46
2000	-32	-10	43
2500	-34	-10	41
3000	-36	-11	38
4000	-38	-12	35

Calculations based on FTA 2018.

Note: This calculation does not include the effects, if any, of local shielding from walls, topography or other barriers which may reduce sound levels further.

Source Data		Reference Maximum Sound Level at 50 ft. (Lmax, dBA)	Utilization Factor (% of hour)	Equivalent Sound Level (Leq, dBA)
Construction Phase	Draining/Utilities/Subgrade			
Equipment Type #1	Hoe Ram	90	0.20	83
Equipment Type #2	Dozer	85	0.50	82
Equipment Type #3		0	0.50	-3
Average Height of Sources, ft.	10			
Average Height of Receiver, ft.	5			
Ground Type	soft			
Allowable Sound Level, daytime Leq	50			
Allowable Sound Level, nighttime Leq	45			

Calculated Data			
Combined Equipment Sound Level, Leq dBA at 50 ft.			86
Effective Source Height, ft.			7.50
Ground factor, G			0.62
Distance to Allowable Daytime Sound Level, ft.			1150
Distance to Allowable Nighttime Sound Level, ft.			1850
Distance Between Source and Receiver (ft.)	Geometric Attenuation (dB)	Ground Effect Attenuation (dB)	Equivalent Sound Level (Leq, dBA)
50	0	0	86
100	-6	-2	78
200	-12	-4	70
300	-16	-5	65
400	-18	-6	62
500	-20	-6	59
600	-22	-7	57
700	-23	-7	56
800	-24	-7	54
900	-25	-8	53
1000	-26	-8	52
1500	-30	-9	47
2000	-32	-10	44
2500	-34	-10	41
3000	-36	-11	39
4000	-38	-12	36

Calculations based on FTA 2018.

Note: This calculation does not include the effects, if any, of local shielding from walls, topography or other barriers which may reduce sound levels further.

Source Data		Reference Maximum Sound Level at 50 ft. (Lmax, dBA)	Utilization Factor (% of hour)	Equivalent Sound Level (Leq, dBA)
Construction Phase	Paving			
Equipment Type #1	Paver	85	0.50	82
Equipment Type #2	Roller	85	0.50	82
Equipment Type #3		0	0.50	-3
Average Height of Sources, ft.	10			
Average Height of Receiver, ft.	5			
Ground Type	soft			
Allowable Sound Level, daytime Leq	50			
Allowable Sound Level, nighttime Leq	45			

Calculated Data			
Combined Equipment Sound Level, Leq dBA at 50 ft.			85
Effective Source Height, ft.			7.50
Ground factor, G			0.62
Distance to Allowable Daytime Sound Level, ft.			1100
Distance to Allowable Nighttime Sound Level, ft.			1700
Distance Between Source and Receiver (ft.)	Geometric Attenuation (dB)	Ground Effect Attenuation (dB)	Equivalent Sound Level (Leq, dBA)
50	0	0	85
100	-6	-2	77
200	-12	-4	69
300	-16	-5	65
400	-18	-6	61
500	-20	-6	59
600	-22	-7	57
700	-23	-7	55
800	-24	-7	53
900	-25	-8	52
1000	-26	-8	51
1500	-30	-9	46
2000	-32	-10	43
2500	-34	-10	41
3000	-36	-11	38
4000	-38	-12	35

Calculations based on FTA 2018.

Note: This calculation does not include the effects, if any, of local shielding from walls, topography or other barriers which may reduce sound levels further.

Source Data		Reference Maximum Sound Level at 50 ft. (Lmax, dBA)	Utilization Factor (% of hour)	Equivalent Sound Level (Leq, dBA)
Construction Phase	Overpass Construction			
Equipment Type #1	Rock Drill	95	0.50	92
Equipment Type #2	Excavator	85	0.50	82
Equipment Type #3		0	0.50	-3
Average Height of Sources, ft.	20			
Average Height of Receiver, ft.	5			
Ground Type	soft			
Allowable Sound Level, daytime Leq	50			
Allowable Sound Level, nighttime Leq	45			

Calculated Data			
Combined Equipment Sound Level, Leq dBA at 50 ft.			92
Effective Source Height, ft.			12.50
Ground factor, G			0.53
Distance to Allowable Daytime Sound Level, ft.			2450
Distance to Allowable Nighttime Sound Level, ft.			3900
Distance Between Source and Receiver (ft.)	Geometric Attenuation (dB)	Ground Effect Attenuation (dB)	Equivalent Sound Level (Leq, dBA)
50	0	0	92
100	-6	-2	85
200	-12	-3	77
300	-16	-4	73
400	-18	-5	70
500	-20	-5	67
600	-22	-6	65
700	-23	-6	63
800	-24	-6	62
900	-25	-7	61
1000	-26	-7	60
1500	-30	-8	55
2000	-32	-8	52
2500	-34	-9	49
3000	-36	-9	47
4000	-38	-10	44

Calculations based on FTA 2018.

Note: This calculation does not include the effects, if any, of local shielding from walls, topography or other barriers which may reduce sound levels further.

INPUT: TRAFFIC FOR LAeq1h Volumes
Mark Thomas

ICF												
ICF												
INPUT: TRAFFIC FOR LAeq1h Volumes												
PROJECT/CONTRACT:	Mark Thomas											
RUN:	Roseville Parkway Extension, Existing											
Roadway	Points											
Name	Name	No.	Segment									
			Autos		MTrucks		HTrucks		Buses		Motorcycles	
			V	S	V	S	V	S	V	S	V	S
			veh/hr	mph	veh/hr	mph	veh/hr	mph	veh/hr	mph	veh/hr	mph
Foothills Boulevard SB	point1	1	912	45	19	45	19	45	0	0	0	0
	point2	2	912	45	19	45	19	45	0	0	0	0
	point3	3	912	45	19	45	19	45	0	0	0	0
	point4	4										
Driveway (future extension) EB	point16	16	29	45	1	45	1	45	0	0	0	0
	point15	15	29	45	1	45	1	45	0	0	0	0
	point14	14	29	45	1	45	1	45	0	0	0	0
	point13	13	29	45	1	45	1	45	0	0	0	0
	point12	12	29	45	1	45	1	45	0	0	0	0
	point11	11	29	45	1	45	1	45	0	0	0	0
	point10	10	29	45	1	45	1	45	0	0	0	0
	point9	9	29	45	1	45	1	45	0	0	0	0
	point8	8	29	45	1	45	1	45	0	0	0	0
	point7	7	29	45	1	45	1	45	0	0	0	0
	point6	6	29	45	1	45	1	45	0	0	0	0
	point5	5										
Driveway (future extension) WB	point30	30	29	45	1	45	1	45	0	0	0	0
	point29	29	29	45	1	45	1	45	0	0	0	0
	point28	28	29	45	1	45	1	45	0	0	0	0
	point27	27	29	45	1	45	1	45	0	0	0	0
	point26	26	29	45	1	45	1	45	0	0	0	0
	point25	25	29	45	1	45	1	45	0	0	0	0
	point24	24	29	45	1	45	1	45	0	0	0	0

INPUT: TRAFFIC FOR LAeq1h Volumes
Mark Thomas

	point23	23	29	45	1	45	1	45	0	0	0	0
	point22	22	29	45	1	45	1	45	0	0	0	0
	point21	21	29	45	1	45	1	45	0	0	0	0
	point20	20	29	45	1	45	1	45	0	0	0	0
	point19	19	29	45	1	45	1	45	0	0	0	0
	point18	18	29	45	1	45	1	45	0	0	0	0
	point17	17										
Washington Boulevard SB	point34	34	998	45	21	45	21	45	0	0	0	0
	point33	33	998	45	21	45	21	45	0	0	0	0
	point32	32	998	45	21	45	21	45	0	0	0	0
	point31	31										
Washington Boulevard NB	point35	35	989	45	21	45	21	45	0	0	0	0
	point36	36	989	45	21	45	21	45	0	0	0	0
	point37	37	989	45	21	45	21	45	0	0	0	0
	point38	38	989	45	21	45	21	45	0	0	0	0
	point39	39										
Roseville Parkway WB	point46	46	480	45	10	45	10	45	0	0	0	0
	point45	45	480	45	10	45	10	45	0	0	0	0
	point44	44	480	45	10	45	10	45	0	0	0	0
	point43	43	480	45	10	45	10	45	0	0	0	0
	point42	42	480	45	10	45	10	45	0	0	0	0
	point41	41	480	45	10	45	10	45	0	0	0	0
	point40	40										
Turn lane	point47	47	0	0	0	0	0	0	0	0	0	0
	point48	48										
Roseville Parkway EB	point53	53	624	45	13	45	13	45	0	0	0	0
	point52	52	624	45	13	45	13	45	0	0	0	0
	point51	51	624	45	13	45	13	45	0	0	0	0
	point50	50	624	45	13	45	13	45	0	0	0	0
	point49	49										
Foothills Boulevard NB	point55	55	662	45	14	45	14	45	0	0	0	0
	point56	56	662	45	14	45	14	45	0	0	0	0
	point57	57	662	45	14	45	14	45	0	0	0	0
	point58	58										

INPUT: TRAFFIC FOR LAeq1h Volumes

Mark Thomas

ICF												
ICF												
INPUT: TRAFFIC FOR LAeq1h Volumes												
PROJECT/CONTRACT:	Mark Thomas											
RUN:	Roseville Parkway Extension, Existing PP											
Roadway	Points											
Name	Name	No.	Segment									
			Autos		MTrucks		HTrucks		Buses		Motorcycles	
			V	S	V	S	V	S	V	S	V	S
			veh/hr	mph	veh/hr	mph	veh/hr	mph	veh/hr	mph	veh/hr	mph
Foothills Boulevard SB	point1	1	998	45	21	45	21	45	0	0	0	0
	point2	2	998	45	21	45	21	45	0	0	0	0
	point3	3	998	45	21	45	21	45	0	0	0	0
	point4	4										
Roseville Parkway Extension EB	point16	16	509	45	11	45	11	45	0	0	0	0
	point15	15	509	45	11	45	11	45	0	0	0	0
	point14	14	509	45	11	45	11	45	0	0	0	0
	point13	13	509	45	11	45	11	45	0	0	0	0
	point12	12	509	45	11	45	11	45	0	0	0	0
	point11	11	509	45	11	45	11	45	0	0	0	0
	point10	10	509	45	11	45	11	45	0	0	0	0
	point9	9	509	45	11	45	11	45	0	0	0	0
	point8	8	509	45	11	45	11	45	0	0	0	0
	point7	7	509	45	11	45	11	45	0	0	0	0
	point6	6	509	45	11	45	11	45	0	0	0	0
	point5	5										
Roseville Parkway Extension WB	point30	30	317	45	7	45	7	45	0	0	0	0
	point29	29	317	45	7	45	7	45	0	0	0	0
	point28	28	317	45	7	45	7	45	0	0	0	0
	point27	27	317	45	7	45	7	45	0	0	0	0
	point26	26	317	45	7	45	7	45	0	0	0	0
	point25	25	317	45	7	45	7	45	0	0	0	0
	point24	24	317	45	7	45	7	45	0	0	0	0

INPUT: TRAFFIC FOR LAeq1h Volumes
Mark Thomas

	point23	23	317	45	7	45	7	45	0	0	0	0
	point22	22	317	45	7	45	7	45	0	0	0	0
	point21	21	317	45	7	45	7	45	0	0	0	0
	point20	20	317	45	7	45	7	45	0	0	0	0
	point19	19	317	45	7	45	7	45	0	0	0	0
	point18	18	317	45	7	45	7	45	0	0	0	0
	point17	17										
Washington Boulevard SB	point34	34	614	45	13	45	13	45	0	0	0	0
	point33	33	614	45	13	45	13	45	0	0	0	0
	point32	32	614	45	13	45	13	45	0	0	0	0
	point31	31										
Washington Boulevard NB	point35	35	893	45	19	45	19	45	0	0	0	0
	point36	36	893	45	19	45	19	45	0	0	0	0
	point37	37	893	45	19	45	19	45	0	0	0	0
	point38	38	893	45	19	45	19	45	0	0	0	0
	point39	39										
Roseville Parkway WB	point46	46	662	45	14	45	14	45	0	0	0	0
	point45	45	662	45	14	45	14	45	0	0	0	0
	point44	44	662	45	14	45	14	45	0	0	0	0
	point43	43	662	45	14	45	14	45	0	0	0	0
	point42	42	662	45	14	45	14	45	0	0	0	0
	point41	41	662	45	14	45	14	45	0	0	0	0
	point40	40										
Turn lane	point47	47	0	0	0	0	0	0	0	0	0	0
	point48	48										
Roseville Parkway EB	point53	53	557	45	12	45	12	45	0	0	0	0
	point52	52	557	45	12	45	12	45	0	0	0	0
	point51	51	557	45	12	45	12	45	0	0	0	0
	point50	50	557	45	12	45	12	45	0	0	0	0
	point49	49										
Foothills Boulevard NB	point54	54	672	45	14	45	14	45	0	0	0	0
	point55	55	672	45	14	45	14	45	0	0	0	0
	point56	56	672	45	14	45	14	45	0	0	0	0
	point57	57										

INPUT: TRAFFIC FOR LAeq1h Volumes

Mark Thomas

ICF												
ICF												
INPUT: TRAFFIC FOR LAeq1h Volumes												
PROJECT/CONTRACT:	Mark Thomas											
RUN:	Roseville Parkway Extension, Cumulative											
Roadway	Points											
Name	Name	No.	Segment									
			Autos		MTrucks		HTrucks		Buses		Motorcycles	
			V	S	V	S	V	S	V	S	V	S
			veh/hr	mph	veh/hr	mph	veh/hr	mph	veh/hr	mph	veh/hr	mph
Foothills Boulevard SB	point1	1	1776	45	37	45	37	45	0	0	0	0
	point2	2	1776	45	37	45	37	45	0	0	0	0
	point3	3	1776	45	37	45	37	45	0	0	0	0
	point4	4										
Roseville Parkway Extension EB	point16	16	1193	45	25	45	25	45	0	0	0	0
	point15	15	1193	45	25	45	25	45	0	0	0	0
	point14	14	1193	45	25	45	25	45	0	0	0	0
	point13	13	1193	45	25	45	25	45	0	0	0	0
	point12	12	1193	45	25	45	25	45	0	0	0	0
	point11	11	1193	45	25	45	25	45	0	0	0	0
	point10	10	1193	45	25	45	25	45	0	0	0	0
	point9	9	1193	45	25	45	25	45	0	0	0	0
	point8	8	1193	45	25	45	25	45	0	0	0	0
	point7	7	1193	45	25	45	25	45	0	0	0	0
	point6	6	1193	45	25	45	25	45	0	0	0	0
	point5	5										
Roseville Parkway Extension WB	point30	30	1454	45	30	45	30	45	0	0	0	0
	point29	29	1454	45	30	45	30	45	0	0	0	0
	point28	28	1454	45	30	45	30	45	0	0	0	0
	point27	27	1454	45	30	45	30	45	0	0	0	0
	point26	26	1454	45	30	45	30	45	0	0	0	0
	point25	25	1454	45	30	45	30	45	0	0	0	0
	point24	24	1454	45	30	45	30	45	0	0	0	0

INPUT: TRAFFIC FOR LAeq1h Volumes
Mark Thomas

	point23	23	1454	45	30	45	30	45	0	0	0	0
	point22	22	1454	45	30	45	30	45	0	0	0	0
	point21	21	1454	45	30	45	30	45	0	0	0	0
	point20	20	1454	45	30	45	30	45	0	0	0	0
	point19	19	1454	45	30	45	30	45	0	0	0	0
	point18	18	1454	45	30	45	30	45	0	0	0	0
	point17	17										
Washington Boulevard SB	point34	34	1229	45	26	45	26	45	0	0	0	0
	point33	33	1229	45	26	45	26	45	0	0	0	0
	point32	32	1229	45	26	45	26	45	0	0	0	0
	point31	31										
Washington Boulevard NB	point35	35	1595	45	33	45	33	45	0	0	0	0
	point36	36	1595	45	33	45	33	45	0	0	0	0
	point37	37	1595	45	33	45	33	45	0	0	0	0
	point38	38	1595	45	33	45	33	45	0	0	0	0
	point39	39										
Roseville Parkway WB	point46	46	1524	45	32	45	32	45	0	0	0	0
	point45	45	1524	45	32	45	32	45	0	0	0	0
	point44	44	1524	45	32	45	32	45	0	0	0	0
	point43	43	1524	45	32	45	32	45	0	0	0	0
	point42	42	1524	45	32	45	32	45	0	0	0	0
	point41	41	1524	45	32	45	32	45	0	0	0	0
	point40	40										
Turn lane	point47	47	0	0	0	0	0	0	0	0	0	0
	point48	48										
Roseville Parkway EB	point53	53	1323	45	28	45	28	45	0	0	0	0
	point52	52	1323	45	28	45	28	45	0	0	0	0
	point51	51	1323	45	28	45	28	45	0	0	0	0
	point50	50	1323	45	28	45	28	45	0	0	0	0
	point49	49										
Foothills Boulevard NB	point54	54	1306	45	27	45	27	45	0	0	0	0
	point55	55	1306	45	27	45	27	45	0	0	0	0
	point56	56	1306	45	27	45	27	45	0	0	0	0
	point57	57										

Table B-3A. Predicted Exterior Noise Levels, Existing Year (2020)

Receiver I.D.	Land Use	Address	Existing Noise Level, Ldn	Existing-year plus project Noise Level, Ldn	Existing-year with-project minus Existing no-project, dB	Exterior Threshold, Ldn	Impact Type
R-01	Single family residence	Highland Reserve	57	56	- 1	60	None
R-02	Single family residence	Highland Reserve	57	57	0	60	None
R-03	Single family residence	Highland Reserve	56	57	+ 1	60	None
R-04	Single family residence	Highland Reserve	57	56	- 1	60	None
R-05	Single family residence	Highland Reserve	58	57	- 1	60	None
R-06	Single family residence	Highland Reserve	57	57	0	60	None
R-07	Commercial/Industrial	Roseville Parkway Extension	51	55	+ 4	N/A	None
R-08	Commercial/Industrial	Roseville Parkway Extension	50	58	+ 8	N/A	None
R-09	Commercial/Industrial	Roseville Parkway Extension	47	57	+ 10	N/A	None
R-10	Commercial/Industrial	Roseville Parkway Extension	52	62	+ 10	N/A	None
R-11	Undeveloped	Roseville Parkway Extension	51	60	+ 9	N/A	None

Table B-3B. Impact Assessment and Predicted Exterior Noise Levels, Existing Year (2020) and Cumulative (2035)

Receiver I.D.	Land Use	Address	Existing year plus project noise level, Ldn	Cumulative plus project noise level, Ldn	Cumulative with-project minus Existing plus project, dB	Cumulative with-project minus Existing Year no-project, dB	Exterior Threshold, Ldn	Impact Type
R-01	Single family residence	Highland Reserve	56	59	+ 3	+ 2	60	None
R-02	Single family residence	Highland Reserve	57	60	+ 3	+ 3	60	None
R-03	Single family residence	Highland Reserve	57	60	+ 3	+ 4	60	None
R-04	Single family residence	Highland Reserve	56	60	+ 4	+ 3	60	None
R-05	Single family residence	Highland Reserve	57	60	+ 3	+ 2	60	None
R-06	Single family residence	Highland Reserve	57	59	+ 2	+ 2	60	None
R-07	Commercial/Industrial	Roseville Parkway Extension	55	60	+ 5	+ 9	N/A	None
R-08	Commercial/Industrial	Roseville Parkway Extension	58	63	+ 5	+ 13	N/A	None
R-09	Commercial/Industrial	Roseville Parkway Extension	57	62	+ 5	+ 15	N/A	None
R-10	Commercial/Industrial	Roseville Parkway Extension	62	67	+ 5	+ 15	N/A	None
R-11	Undeveloped	Roseville Parkway Extension	60	66	+ 6	+ 15	N/A	None

Table B-3C. Estimated Interior Noise Levels, Existing Year (2020) and Cumulative (2035)

Receiver I.D.	Land Use	Address	Existing year plus project noise level, Exterior Ldn	Cumulative plus project noise level, Exterior Ldn	Existing year plus project noise level, Interior Ldn	Design-year plus project noise level, Interior Ldn	Interior Threshold, Ldn	Required Outdoor-to-Indoor Noise Reduction, dB (1) (2)	Estimated Outdoor-to-Indoor Noise Reduction, dB (3)	Potential Exceedence of Maximum Allowable Interior Level?
R-01	Single family residence	Highland Reserve	56	59	26	29	45	14	30	No
R-02	Single family residence	Highland Reserve	57	60	27	30	45	15	30	No
R-03	Single family residence	Highland Reserve	57	60	27	30	45	15	30	No
R-04	Single family residence	Highland Reserve	56	60	26	30	45	15	30	No
R-05	Single family residence	Highland Reserve	57	60	27	30	45	15	30	No
R-06	Single family residence	Highland Reserve	57	59	27	29	45	14	30	No
R-07	Commercial/Industrial	Roseville Parkway Extension	55	60	N/A	N/A	N/A	N/A	N/A	No
R-08	Commercial/Industrial	Roseville Parkway Extension	58	63	N/A	N/A	N/A	N/A	N/A	No
R-09	Commercial/Industrial	Roseville Parkway Extension	57	62	N/A	N/A	N/A	N/A	N/A	No
R-10	Commercial/Industrial	Roseville Parkway Extension	62	67	N/A	N/A	N/A	N/A	N/A	No
R-11	Undeveloped	Roseville Parkway Extension	60	66	N/A	N/A	N/A	N/A	N/A	No

Notes:

(1) As indicated in the General Plan Noise Element, when it is not practical to mitigate exterior noise levels at the patios or balconies of multi-family dwellings, a common area or onsite park may be designated as the outdoor activity area. For noise-sensitive land uses that do not include outdoor activity areas, only the interior noise standard shall apply.

(2) Calculated value: Exterior Ldn at location minus Maximum Allowable Interior Ldn

(3) Assumes a building noise reduction factor of 30 dB, based on HUD values for standard framing and double hung windows (HUD 2009)

Appendix C

Traffic

To: Raul Cervantes, Mark Thomas
Mark Morse, ICF

From: Matt Weir, P.E., T.E., PTOE
Curtis Yee, E.I.T.

Re: **Roseville Parkway Extension**
DRAFT Traffic Evaluation

Date: June 5, 2020

We have prepared this memorandum to document our evaluation of focused traffic operations associated with the proposed Roseville Parkway Extension project in the City of Roseville. This traffic evaluation was limited to the two primary project intersections, one at each end of the extension facility, for the purposes of documenting project consistency with prior, more comprehensive environmental studies, and to inform the intersections' lane geometries to achieve acceptable operations. This evaluation was performed in a manner consistent with the Project Development Team's (PDT) direction¹ and is understood to be provided in support of the Initial Study/Mitigated Negative Declaration (IS/MND) being prepared by others.

Project Description & Study Overview

The City of Roseville proposes to construct the Roseville Parkway Extension Project (Proposed Project) in the North Industrial Planning Area of the City. The Project would extend Roseville Parkway by approximately 0.75-mile from its current terminus at Washington Boulevard westerly to Foothills Boulevard. The project includes construction of an overpass of the Union Pacific Railroad (UPRR) tracks and Industrial Avenue.

The study facilities for this focused evaluation included the following intersections (see **Exhibit 1**):

1. Roseville Parkway @ Foothills Boulevard
2. Roseville Parkway @ Washington Boulevard

The primary focus of this study was to document project consistency with a prior environmental study related to the two primary project intersections, and to inform these intersections' lane geometries to achieve acceptable operations. Accordingly, this traffic evaluation considered the following analysis scenarios:

- A. **Existing (2020) Conditions**
Conditions representative of on-the-ground conditions established using traffic count data provided by the City's Intelligent Transportation System (ITS) from February 2020.
- B. **Existing (2020) plus Proposed Project Conditions**
Conditions representative of year 2020 conditions resulting from the addition of and network connectivity achieve from the Roseville Parkway Extension. Traffic volumes were approximated using the City's Travel Demand Model (TDM) to establish these "plus project" conditions.
- C. **Cumulative (2035) plus Proposed Project Conditions**
Conditions obtained directly from the *Amoruso Ranch Specific Plan*² in which the Roseville Parkway Extension is included.

¹ Project Development Team Meetings, February 3, March 16, and April 20, 2020.

² *Final Traffic Study for the Amoruso Ranch Specific Plan*, Fehr & Peers, February 16, 2016.

Analysis Methodology

This traffic evaluation was performed in accordance with the City's preferred methodologies and general guidelines for the preparation of traffic studies³.

Analysis of transportation facility operations is based on the concept of Level of Service (LOS). The LOS of a facility is a qualitative measure used to describe operational conditions. LOS ranges from A (best), which represents minimal delay, to F (worst), which represents heavy delay and a facility that is operating at or near its functional capacity. Levels of Service for this study were determined using methods defined in the *Highway Capacity Manual (HCM) 6th Edition*. The HCM includes procedures for analyzing a variety of intersection traffic control, including traffic signals. The signalized intersection procedures define LOS as a function of average control delay for the intersection as a whole. **Table 1** presents intersection LOS definitions as defined in the HCM. LOS was determined using the Synchro® traffic analysis software.

Table 1 – Intersection Level of Service Criteria

Level of Service (LOS)	Signalized
	Average Control Delay (sec/veh)
A	≤ 10
B	> 10 – 20
C	> 20 – 35
D	> 35 – 55
E	> 55 – 80
F	> 80

Source: *Highway Capacity Manual, 6th Edition*

Technical Results

The following is a summary of the technical analyses completed for the study intersections. As outlined above, these facilities were analyzed under Existing (2020) Conditions with and without the Proposed Project, and Cumulative (2035) Conditions with the Proposed Project. **Exhibit 2** depicts the study intersections' lane geometries, while **Exhibit 3** and **Exhibit 4** present the analysis scenarios' peak-hour intersection turning movement volumes. The traffic count data sheets are provided in **Appendix A**.

Appendices B-E include the scenarios' analysis worksheets. The results of the intersection LOS analyses are presented in **Table 2**. Vehicle queuing results are provided in **Table 3**.

As shown in **Table 2**, the study intersections operate at acceptable LOS D or better during both peak-hours, for all analysis scenarios. In addition, the queuing results summarized in **Table 3** confirms the required storage needed at the intersections' various exclusive turning pockets.

Table 2 – Intersection Levels of Service

ID	Intersection	Peak Hour	Existing (2020)		Existing (2020) plus Project		Cumulative (2035) plus Project	
			Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS
1	Roseville Parkway @ Foothills Boulevard	AM	13.8	B	17.2	B	37.5	D
		PM	16.0	B	18.3	B	42.2	D
2	Roseville Parkway @ Washington Boulevard	AM	15.4	B	19.0	B	25.5	C
		PM	15.2	B	20.0	C	37.3	D

³ Section 4 Traffic Impact Studies, City of Roseville Design Standards, January 2020.

Table 3 – Intersection Queuing

Intersection / Analysis Scenario	Movement	AM Peak-Hour		PM Peak-Hour	
		Available Storage (ft)	95 th % Queue (ft)	Available Storage (ft)	95 th % Queue (ft)
#1, Roseville Parkway @ Foothills Boulevard	EBL				
Existing (2020)	220	19	220	30	
Existing (2020) plus Project		17		17	
Cumulative (2035) plus Project		37		42	
	EBT				
Existing (2020)	345	10	345	10	
Existing (2020) plus Project		56		63	
Cumulative (2035) plus Project		117		206	
	EBR				
Existing (2020)	230	3	230	47	
Existing (2020) plus Project		18		36	
Cumulative (2035) plus Project		51		96	
	WBL				
Existing (2020)	220	9	220	10	
Existing (2020) plus Project		17		37	
Cumulative (2035) plus Project		204		201	
	WBR				
Existing (2020)	230	0	230	0	
Existing (2020) plus Project		7		15	
Cumulative (2035) plus Project		176		411	
	NBL				
Existing (2020)	265	35	265	30	
Existing (2020) plus Project		36		37	
Cumulative (2035) plus Project		113		132	
	NBR				
Existing (2020)	265	0	265	0	
Existing (2020) plus Project		11		0	
Cumulative (2035) plus Project		147		147	
	SBL				
Existing (2020)	255	19	255	20	
Existing (2020) plus Project		103		111	
Cumulative (2035) plus Project		294		204	
	SBR				
Existing (2020)	160	18	160	0	
Existing (2020) plus Project		0		0	
Cumulative (2035) plus Project		0		0	
#2, Roseville Parkway @ Washington Boulevard	EBL				
Existing (2020)	200	-	200	-	
Existing (2020) plus Project		18		9	
Cumulative (2035) plus Project		26		37	
	WBL				
Existing (2020)	235	34	235	36	
Existing (2020) plus Project		25		29	
Cumulative (2035) plus Project		18		31	
	NBL				
Existing (2020)	260	21	260	22	
Existing (2020) plus Project		27		44	
Cumulative (2035) plus Project		40		6	
	SBL				
Existing (2020)	245	171	245	180	
Existing (2020) plus Project		99		100	
Cumulative (2035) plus Project		139		287	

As shown in **Table 3**, the Cumulative (2035) plus Project Conditions exhibit three movements with 95th percentile queues that exceed their respective storage lengths. At Intersection #1 (Roseville Parkway @ Foothills Boulevard), both the westbound right-turn and southbound left-turn exceed the assumed storage by 8 and 2 vehicles, respectively. Should these conditions persist in 2035, consideration should be given to extending both turn pockets to contain the documented queuing within their respective lanes. At Intersection #2 (Roseville Parkway @ Washington Boulevard), the southbound left-turn exceeds the assumed storage by 2 vehicles. Similarly, the City should monitor these conditions and, if they persist in 2035, extend the subject turn pocket.

CEQA Compliance

The following is an assessment of the Proposed Project using the current CEQA Guidelines' "checklist" as pertains to Transportation (XVII. TRANSPORTATION).

a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities? No Impact

The Proposed Project, through its extension of Roseville Parkway between Foothills Boulevard and Washington Boulevard, does not conflict with the City of Roseville's applicable planning documents including the *General Plan 2035*, *Bicycle Master Plan*, *Pedestrian Master Plan*, and *Short Range Transit Plan*. The following is an overview of the project's consistency with these guiding documents:

- Circulation System
 - Consistent with the Proposed Project, the facility is indicated to have 4 future lanes (Figure III-3, *General Plan 2035 Circulation Element*, Page III-17)
 - Additionally, consistent with the Proposed Project, the facility is designated as a 4-lane facility in the Year 2035 mitigated network (Table III-4, *General Plan 2035 Circulation Element*, Page III-31)
- Transit Facilities
 - Although not a designated transit route, the Proposed Project connects to Roseville Transit Route R that operates weekdays in both directions along Foothills Boulevard. There is currently a southbound bus stop located south of the Proposed Project intersection with Foothills Boulevard.
- Bicycle Facilities
 - Consistent with the Proposed Project, the facility is indicated to have Class II Bike Lanes along the entire stretch of Roseville Parkway, as well as along both Foothills Boulevard and Washington Boulevard (Figure III-6, *General Plan 2035 Circulation Element*, Page III-53, and Figure 5, *City of Roseville Bicycle Master Plan*, Page 45).
 - Additionally, the Proposed Project includes a separated 10-foot multi-use path that further supports the City's *General Plan* and *Bicycle Master Plan* goals.
- Pedestrian Facilities
 - The Proposed Project includes both an attached 8-foot sidewalk and a separated 10-foot multi-use path. Through its inclusion of these facilities, the Proposed Project supports the City's *General Plan* and *Pedestrian Master Plan* goals.

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)? No Impact

Senate Bill 743 (SB 743) was enacted by the California legislature in 2013 and required the Office of Planning and Research (OPR) to adopt new guidelines for assessing CEQA-related transportation impacts. The City has determined⁴ that the Proposed Project does not require additional VMT analyses in response to SB 743 for the following reasons:

⁴ Email from Mark Johnson, City of Roseville, April 22, 2020.

- The Proposed Project is included in the MTP/SCS recently adopted by SACOG.
- The Proposed Project is included in the Amoruso Ranch Specific Plan EIR which is also incorporated into the current General Plan and the pending General Plan Update.
- The General Plan Update, scheduled to be adopted in Fall 2020, includes “grandfathering” of all previously adopted specific plans and will also include a VMT Policy that will only apply to new project proposals.

As a result, the Proposed Project is considered to be consistent with CEQA Guidelines.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? *No Impact*

The Proposed Project has been designed in a manner consistent with all applicable, published design standards at the onset of this project including the City of Roseville’s *Design and Construction Standards*, Caltrans’ *Highway Design Manual*, and the American Association of State Highway and Transportation Officials’ (AASHTO) *A Policy on Geometric Design of Highways and Streets*. Consistent with the City’s expansive transportation system, the Proposed Project will support all compatible uses and the surrounding land uses that are reasonably anticipated to contribute traffic to and rely on this facility are compatible with the design considerations. Accordingly, through its consistency with these standards, as well as resulting from its improved network connectivity, the Proposed Project does not increase hazards and supports all compatible uses.

d) Result in inadequate emergency access? *No Impact*

The City previously analyzed the Proposed Project’s effect on the emergency response times and access during the project development phase⁵. Through a comprehensive sensitivity analysis, the City documented the Proposed Project’s, as well as other significance projects’, effects on peak-hour travel times and general vehicular access to emergency and medical service facilities, with a focus on travel times between the northwest portion of the City and two emergency hospital providers (Sutter Roseville and Kaiser Roseville). These previous efforts concluded the following as relates to the Proposed Projects’ improvements to emergency access:

“The Roseville Parkway extension project provides congestion reductions on the Blue Oaks Boulevard/Industrial Avenue overcrossing by reducing the 10-year peak-hour traffic volumes on the Blue Oaks Boulevard bridge. Furthermore, Roseville Parkway serves as another means to get from the west side of the City to the east side without having to access State Route 65. This parallel capacity would be helpful in emergency situations and as an alternate route during construction of the Blue Oaks Boulevard bridge widening.”

Conclusions

The Proposed Project provides a vital network connection by linking Washington Boulevard and Foothills Boulevard in the North Industrial Planning Area. This connectivity is currently only provided by Blue Oaks Boulevard to the north. This traffic evaluation considered the effects of the addition of the Proposed Project on both Existing (2020) and Cumulative (2035) Conditions. The City’s travel demand model was used to approximate the effect of the project on existing conditions, while the effect of the project under Cumulative (2035) Conditions was previously documented in the *Amoruso Ranch Specific Plan*². As documented herein, the study intersections operate at LOS D or better with three movements exceeding their assumed storages under Cumulative (2035) Conditions. The intersections’ lane configurations, including the required storage lengths, are depicted in **Exhibit 5**.

⁵ *Roadway System Capital Improvements Project Sensitivity Analysis Update*, City of Roseville City Council Meeting, April 17, 2019.

Attachments:

Exhibit 1 – Project Vicinity Map

Exhibit 2 – Study Intersections, Traffic Control, and Lane Geometries

Exhibit 3 – Existing (2020) Conditions Peak-Hour Volumes

Exhibit 4 – Cumulative (2035) plus Proposed Project Conditions Peak-Hour Volumes

Exhibit 5 – Recommended Intersection Lane Configurations

Appendix A – Traffic Count Data Sheets

Appendix B – Analysis Worksheets for Existing (2020) Conditions

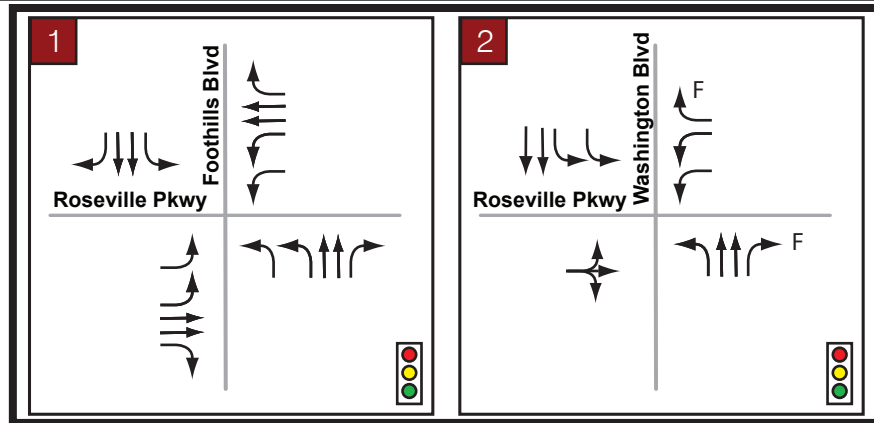
Appendix C – Analysis Worksheets for Existing (2020) plus Proposed Project Conditions

Appendix D – Analysis Worksheets for Cumulative (2035) plus Proposed Project Conditions

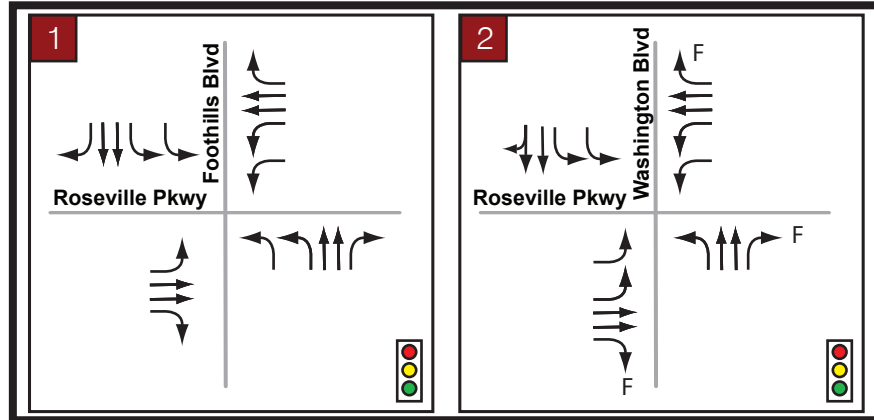
Roseville Parkway Extension and Bridge, Roseville, CA



No Project



Plus Project



Blue Oaks Blvd

Foothills Blvd

UPRR Tracks

Industrial Ave

Washington Blvd



Roseville Pkwy

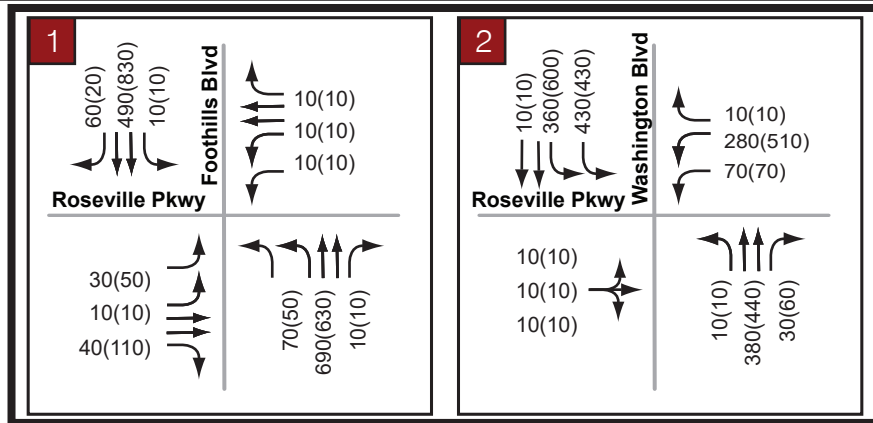


NOT TO SCALE

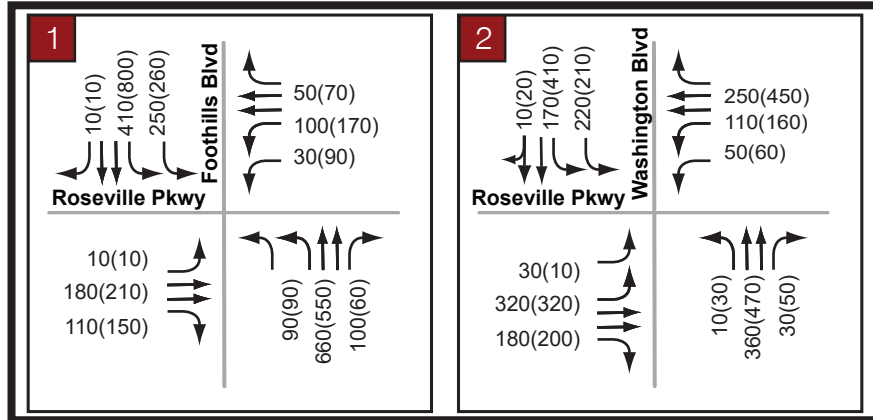
LEGEND

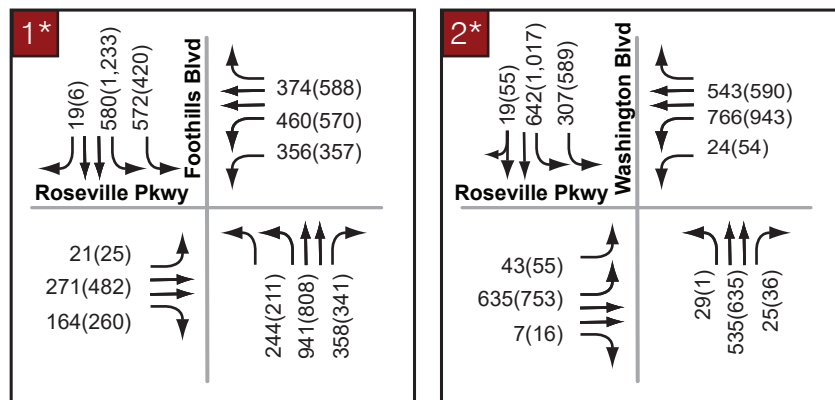
- Proposed Project
- Study Intersection
- Signalized Intersection
- F Free Movement

Existing (2020)



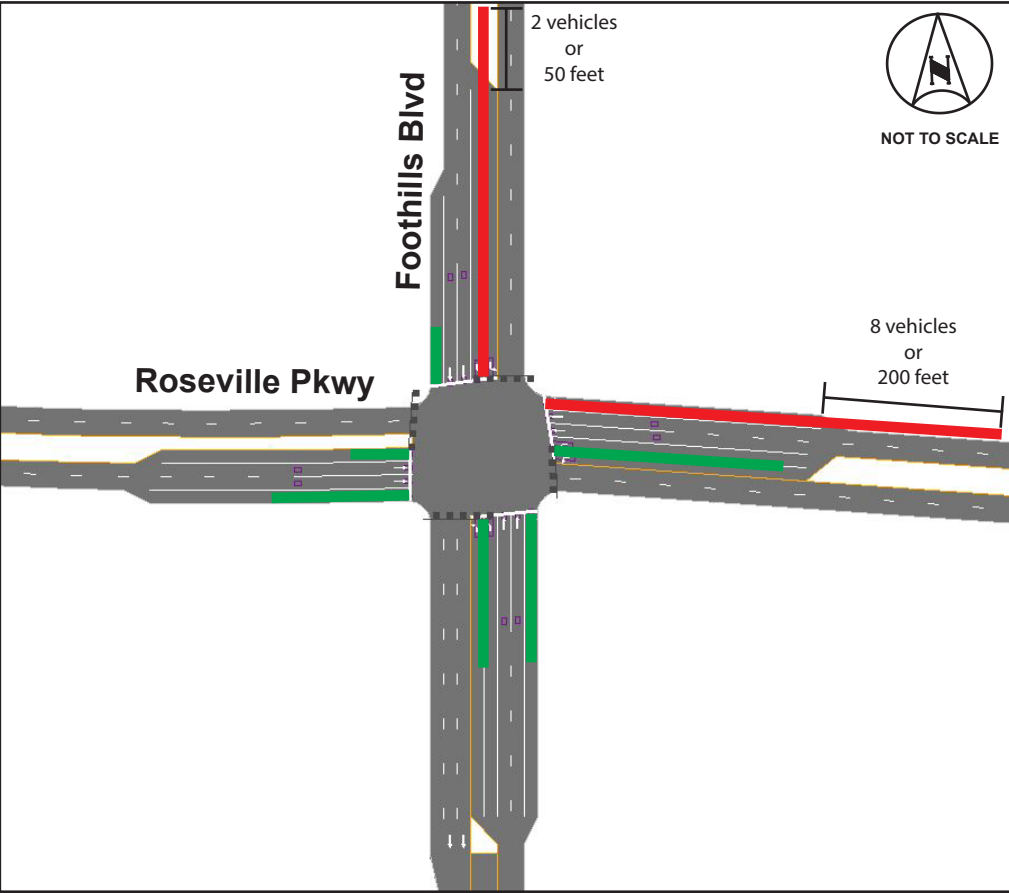
Existing (2020) Plus Proposed Project



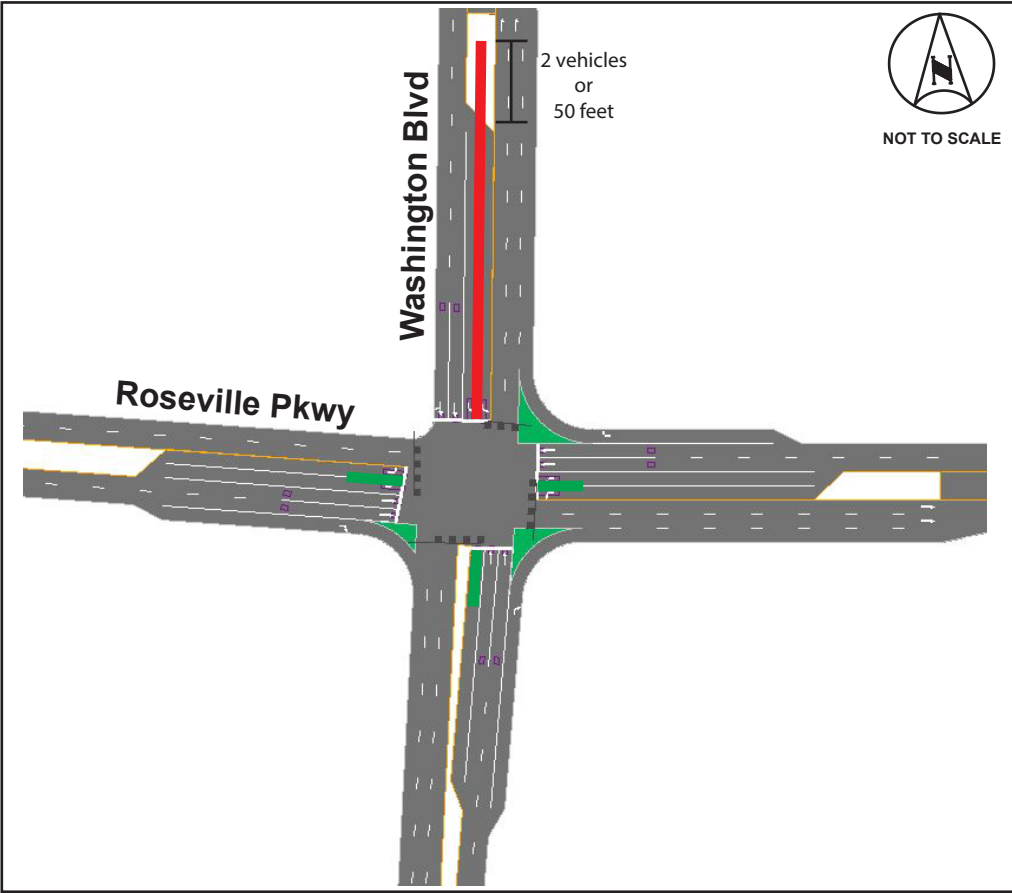


*Peak-Hour Volumes were obtained directly from the Amoruso Ranch Traffic Study's 2035 Cumulative Plus Project Conditions





Intersection #1
Roseville Parkway @ Foothills Boulevard



Intersection #2
Roseville Parkway @ Washington Blvd

LEGEND

Max 95th Percentile Queue Contained

Max 95th Percentile Queue Exceeds Storage

Note: All reported queues are representative of Cumulative (2035) plus Proposed Project Conditions. See Table 3.

Appendix A

Traffic Count Data Sheets

Turning Movement Volume Report

Report Date: 5/26/2020 12:49:09 PM

From 2/19/2020 to 2/19/2020

Intersection: 10

Time	N				S				E				W				Int Total
	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	
19/02/20 00:00-01:00	4	29	1	34	2	29	0	31	1	1	10	12	0	0	1	1	78
19/02/20 01:00-02:00	2	19	1	22	0	22	0	22	1	0	1	2	0	0	0	0	46
19/02/20 02:00-03:00	0	19	0	19	3	39	2	44	0	0	1	1	0	1	0	1	65
19/02/20 03:00-04:00	1	16	0	17	1	21	2	24	1	0	3	4	0	0	0	0	45
19/02/20 04:00-05:00	1	36	0	37	1	34	2	37	3	0	5	8	0	0	0	0	82
19/02/20 05:00-06:00	32	100	0	132	2	111	17	130	5	0	4	9	0	0	0	0	271
19/02/20 06:00-07:00	59	275	1	335	5	229	25	259	5	0	15	20	0	0	1	1	615
19/02/20 07:00-08:00	45	497	0	542	8	524	36	568	12	6	48	66	0	1	0	1	1177
19/02/20 08:00-09:00	71	694	1	766	5	487	55	547	26	10	43	79	2	1	0	3	1395
19/02/20 09:00-10:00	40	411	2	453	4	355	49	408	21	1	55	77	2	0	0	2	940
19/02/20 10:00-11:00	16	302	1	319	6	280	21	307	8	1	26	35	0	0	2	2	663
19/02/20 11:00-12:00	26	340	2	368	6	347	20	373	31	2	39	72	0	1	2	3	816
19/02/20 12:00-13:00	43	426	0	469	12	390	28	430	42	1	42	85	1	0	3	4	988
19/02/20 13:00-14:00	44	394	3	441	8	402	29	439	22	3	35	60	5	0	2	7	947
19/02/20 14:00-15:00	21	341	0	362	9	461	17	487	38	4	86	128	2	0	4	6	983
19/02/20 15:00-16:00	48	485	1	534	14	635	12	661	23	1	92	116	0	0	1	1	1312
19/02/20 16:00-17:00	44	537	4	585	28	809	14	851	41	0	107	148	1	0	4	5	1589
19/02/20 17:00-18:00	48	627	0	675	11	830	21	862	54	0	109	163	0	0	0	0	1700
19/02/20 18:00-19:00	61	489	2	552	12	494	15	521	30	1	57	88	1	0	2	3	1164
19/02/20 19:00-20:00	44	289	2	335	5	264	3	272	25	0	35	60	2	0	2	4	671
19/02/20 20:00-21:00	31	227	0	258	5	178	3	186	7	0	16	23	0	4	0	4	471
19/02/20 21:00-22:00	18	151	0	169	3	165	7	175	5	0	22	27	0	0	0	0	371
19/02/20 22:00-23:00	3	90	0	93	1	76	2	79	3	0	3	6	0	0	0	0	178
19/02/20 23:00-00:00	5	55	1	61	2	49	0	51	1	0	4	5	0	0	0	0	117
Summary	707	6849	22	7578	153	7231	380	7764	405	31	858	1294	16	8	24	48	16684

Turning Movement Volume Report

Report Date: 5/26/2020 12:50:07 PM

From 2/19/2020 to 2/19/2020

Intersection: 83

Time	N				S				E				W				Int Total
	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	
19/02/20 00:00-01:00	0	19	1	20	3	30		33	0	0	0	0	1		14	15	68
19/02/20 01:00-02:00	0	6	1	7	5	21		26	0	0	0	0	1		6	7	40
19/02/20 02:00-03:00	0	10	0	10	2	7		9	0	0	0	0	0		5	5	24
19/02/20 03:00-04:00	0	6	0	6	4	3		7	0	0	0	0	1		3	4	17
19/02/20 04:00-05:00	1	35	1	37	11	20		31	0	0	0	0	2		9	11	79
19/02/20 05:00-06:00	10	73	0	83	34	106		140	0	0	0	0	14		37	51	274
19/02/20 06:00-07:00	15	165	7	187	85	226		311	0	0	0	0	29		95	124	622
19/02/20 07:00-08:00	12	267	19	298	540	391		931	0	0	0	0	42		191	233	1462
19/02/20 08:00-09:00	6	375	29	410	433	361		794	0	0	0	0	65		275	340	1544
19/02/20 09:00-10:00	13	258	40	311	339	323		662	0	0	0	0	48		167	215	1188
19/02/20 10:00-11:00	5	198	24	227	265	257		522	0	0	0	0	38		198	236	985
19/02/20 11:00-12:00	13	272	43	328	320	327		647	0	0	0	0	53		258	311	1286
19/02/20 12:00-13:00	9	230	54	293	314	304		618	0	0	0	0	54		326	380	1291
19/02/20 13:00-14:00	3	277	42	322	267	332		599	0	0	0	0	49		321	370	1291
19/02/20 14:00-15:00	6	261	34	301	307	404		711	0	0	0	0	46		283	329	1341
19/02/20 15:00-16:00	6	386	64	456	418	478		896	0	0	0	0	55		373	428	1780
19/02/20 16:00-17:00	2	409	49	460	466	526		992	0	0	0	0	51		437	488	1940
19/02/20 17:00-18:00	2	438	55	495	432	602		1034	0	0	0	0	68		507	575	2104
19/02/20 18:00-19:00	2	337	44	383	263	434		697	0	0	0	0	27		402	429	1509
19/02/20 19:00-20:00	3	240	21	264	152	232		384	0	0	0	0	35		287	322	970
19/02/20 20:00-21:00	1	191	18	210	92	182		274	0	0	0	0	16		196	212	696
19/02/20 21:00-22:00	0	162	24	186	63	125		188	0	0	0	0	13		136	149	523
19/02/20 22:00-23:00	1	72	9	82	36	82		118	0	0	0	0	5		66	71	271
19/02/20 23:00-00:00	0	36	5	41	20	64		84	0	0	0	0	3		24	27	152
Summary	110	4723	584	5417	4871	5837	0	10708	0	0	0	0	716	0	4616	5332	21457

Appendix B

*Analysis Worksheets for
Existing (2020) Conditions*

Roseville Parkway Extension and Bridge
1: Foothills Blvd

Existing (2020)
Timing Plan: AM Peak-Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	30	10	40	10	10	10	70	690	10	10	490	60
Future Volume (veh/h)	30	10	40	10	10	10	70	690	10	10	490	60
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	33	11	43	11	11	11	76	750	11	11	533	65
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	253	623	278	87	452	202	453	1360	606	50	993	443
Arrive On Green	0.07	0.18	0.18	0.03	0.13	0.13	0.13	0.39	0.39	0.03	0.28	0.28
Sat Flow, veh/h	3401	3497	1560	3401	3497	1560	3401	3497	1560	1753	3497	1560
Grp Volume(v), veh/h	33	11	43	11	11	11	76	750	11	11	533	65
Grp Sat Flow(s),veh/h/ln	1700	1749	1560	1700	1749	1560	1700	1749	1560	1753	1749	1560
Q Serve(g_s), s	0.4	0.1	1.1	0.2	0.1	0.3	0.9	7.9	0.2	0.3	6.1	1.5
Cycle Q Clear(g_c), s	0.4	0.1	1.1	0.2	0.1	0.3	0.9	7.9	0.2	0.3	6.1	1.5
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	253	623	278	87	452	202	453	1360	606	50	993	443
V/C Ratio(X)	0.13	0.02	0.15	0.13	0.02	0.05	0.17	0.55	0.02	0.22	0.54	0.15
Avail Cap(c_a), veh/h	1433	1473	657	1433	1473	657	1433	3315	1479	738	3315	1479
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.5	16.1	16.5	22.6	18.1	18.1	18.2	11.3	8.9	22.5	14.4	12.7
Incr Delay (d2), s/veh	0.1	0.0	0.1	0.2	0.0	0.0	0.1	0.5	0.0	0.8	0.6	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	0.4	0.1	0.0	0.1	0.3	2.2	0.1	0.1	1.9	0.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	20.6	16.1	16.6	22.9	18.1	18.2	18.3	11.8	8.9	23.4	15.0	12.9
LnGrp LOS	C	B	B	C	B	B	B	B	A	C	B	B
Approach Vol, veh/h	87			33			837			609		
Approach Delay, s/veh	18.1			19.7			12.3			14.9		
Approach LOS	B			B			B			B		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	5.4	24.5	5.2	12.5	10.3	19.5	7.5	10.1				
Change Period (Y+Rc), s	4.0	6.0	4.0	4.0	4.0	6.0	4.0	4.0				
Max Green Setting (Gmax), s	20.0	45.0	20.0	20.0	20.0	45.0	20.0	20.0				
Max Q Clear Time (g_c+I1), s	2.3	9.9	2.2	3.1	2.9	8.1	2.4	2.3				
Green Ext Time (p_c), s	0.0	7.6	0.0	0.1	0.1	5.4	0.0	0.0				
Intersection Summary												
HCM 6th Ctrl Delay	13.8											
HCM 6th LOS	B											
Notes												
User approved pedestrian interval to be less than phase max green.												

Roseville Parkway Extension and Bridge
2: Washington Blvd

Existing (2020)
Timing Plan: AM Peak-Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	10	10	10	70	10	280	10	380	30	430	360	10
Future Volume (veh/h)	10	10	10	70	10	280	10	380	30	430	360	10
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	11	11	11	76	11	0	11	413	0	467	391	11
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	34	34	34	384	0		55	848		755	1505	42
Arrive On Green	0.06	0.06	0.06	0.11	0.11	0.00	0.03	0.24	0.00	0.22	0.43	0.43
Sat Flow, veh/h	570	570	570	3401	0	1560	1753	3497	1560	3401	3474	98
Grp Volume(v), veh/h	33	0	0	76	0	0	11	413	0	467	196	206
Grp Sat Flow(s),veh/h/ln	1710	0	0	1700	0	1560	1753	1749	1560	1700	1749	1823
Q Serve(g_s), s	0.9	0.0	0.0	1.0	0.0	0.0	0.3	5.0	0.0	6.1	3.5	3.6
Cycle Q Clear(g_c), s	0.9	0.0	0.0	1.0	0.0	0.0	0.3	5.0	0.0	6.1	3.5	3.6
Prop In Lane	0.33		0.33	1.00		1.00	1.00		1.00	1.00		0.05
Lane Grp Cap(c), veh/h	101	0	0	384	0		55	848		755	758	790
V/C Ratio(X)	0.33	0.00	0.00	0.20	0.00		0.20	0.49		0.62	0.26	0.26
Avail Cap(c_a), veh/h	691	0	0	1375	0		673	3181		1306	1590	1658
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	22.3	0.0	0.0	19.9	0.0	0.0	23.4	16.1	0.0	17.4	9.0	9.0
Incr Delay (d2), s/veh	0.7	0.0	0.0	0.1	0.0	0.0	0.7	0.8	0.0	0.3	0.4	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.0	0.0	0.3	0.0	0.0	0.1	1.7	0.0	2.0	1.0	1.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	23.0	0.0	0.0	20.0	0.0	0.0	24.0	16.9	0.0	17.7	9.3	9.3
LnGrp LOS	C	A	A	C	A		C	B		B	A	A
Approach Vol, veh/h		33			76	A		424	A		869	
Approach Delay, s/veh		23.0			20.0			17.1			13.8	
Approach LOS		C			C			B			B	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	15.0	18.0		6.9	5.5	27.4		9.6				
Change Period (Y+Rc), s	4.0	6.0		4.0	4.0	6.0		4.0				
Max Green Setting (Gmax), s	19.0	45.0		20.0	19.0	45.0		20.0				
Max Q Clear Time (g_c+I1), s	8.1	7.0		2.9	2.3	5.6		3.0				
Green Ext Time (p_c), s	0.7	5.0		0.1	0.0	4.4		0.1				

Intersection Summary

HCM 6th Ctrl Delay	15.4
HCM 6th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.

Unsignalized Delay for [NBR, WBR] is excluded from calculations of the approach delay and intersection delay.

Roseville Parkway Extension and Bridge
1: Foothills Blvd

Existing (2020)
Timing Plan: AM Peak-Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	33	11	43	11	11	11	76	750	11	11	533	65
v/c Ratio	0.04	0.01	0.09	0.02	0.02	0.03	0.10	0.31	0.01	0.03	0.26	0.07
Control Delay	24.6	22.1	0.8	26.1	26.0	0.1	23.6	9.6	0.0	25.6	13.6	3.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	24.6	22.1	0.8	26.1	26.0	0.1	23.6	9.6	0.0	25.6	13.6	3.6
Queue Length 50th (ft)	3	1	0	1	1	0	8	49	0	2	64	0
Queue Length 95th (ft)	19	10	3	9	10	0	35	197	0	19	135	18
Internal Link Dist (ft)	1797			980			312			2459		
Turn Bay Length (ft)	220		230	220		230	265		265	255		160
Base Capacity (vph)	1497	1575	758	1497	1543	745	1497	2927	1322	772	2927	1322
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.02	0.01	0.06	0.01	0.01	0.01	0.05	0.26	0.01	0.01	0.18	0.05
Intersection Summary												

Roseville Parkway Extension and Bridge
2: Washington Blvd

Existing (2020)
Timing Plan: AM Peak-Hour

									
Lane Group	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Group Flow (vph)	33	76	11	304	11	413	33	467	402
v/c Ratio	0.15	0.09	no cap	0.50	0.04	0.51	0.08	0.62	0.24
Control Delay	28.6	24.3		6.8	32.9	28.1	0.4	31.5	14.1
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	28.6	24.3	Error	6.8	32.9	28.1	0.4	31.5	14.1
Queue Length 50th (ft)	10	14	0	0	5	97	0	111	59
Queue Length 95th (ft)	39	34	0	63	21	145	2	171	122
Internal Link Dist (ft)	602		342			3613			349
Turn Bay Length (ft)		235			200		220	245	
Base Capacity (vph)	524	1013	1	679	496	2334	1070	962	2325
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.06	0.08	11.00	0.45	0.02	0.18	0.03	0.49	0.17
Intersection Summary									

Roseville Parkway Extension and Bridge
1: Foothills Blvd

Existing (2020)
Timing Plan: PM Peak-Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	50	10	110	10	10	10	50	630	10	10	830	20
Future Volume (veh/h)	50	10	110	10	10	10	50	630	10	10	830	20
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	54	11	120	11	11	11	54	685	11	11	902	22
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	329	720	321	85	469	252	329	1600	714	49	1359	606
Arrive On Green	0.10	0.21	0.21	0.02	0.13	0.13	0.10	0.46	0.46	0.03	0.39	0.39
Sat Flow, veh/h	3401	3497	1560	3401	3497	1560	3401	3497	1560	1753	3497	1560
Grp Volume(v), veh/h	54	11	120	11	11	11	54	685	11	11	902	22
Grp Sat Flow(s),veh/h/ln	1700	1749	1560	1700	1749	1560	1700	1749	1560	1753	1749	1560
Q Serve(g_s), s	0.9	0.2	4.2	0.2	0.2	0.4	0.9	8.4	0.2	0.4	13.5	0.6
Cycle Q Clear(g_c), s	0.9	0.2	4.2	0.2	0.2	0.4	0.9	8.4	0.2	0.4	13.5	0.6
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	329	720	321	85	469	252	329	1600	714	49	1359	606
V/C Ratio(X)	0.16	0.02	0.37	0.13	0.02	0.04	0.16	0.43	0.02	0.23	0.66	0.04
Avail Cap(c_a), veh/h	1073	1103	492	1073	1103	535	1073	2482	1107	553	2482	1107
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	26.3	20.1	21.7	30.2	23.9	22.4	26.3	11.6	9.4	30.2	16.0	12.0
Incr Delay (d2), s/veh	0.1	0.0	0.3	0.3	0.0	0.0	0.1	0.3	0.0	0.9	0.8	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.1	1.5	0.1	0.1	0.1	0.3	2.6	0.1	0.2	4.5	0.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	26.4	20.1	21.9	30.5	23.9	22.5	26.4	11.9	9.4	31.0	16.7	12.1
LnGrp LOS	C	C	C	C	C	C	C	B	A	C	B	B
Approach Vol, veh/h	185			33			750			935		
Approach Delay, s/veh	23.1			25.6			12.9			16.8		
Approach LOS	C			C			B			B		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	5.8	35.0	5.6	17.1	10.1	30.6	10.1	12.5				
Change Period (Y+Rc), s	4.0	6.0	4.0	4.0	4.0	6.0	4.0	4.0				
Max Green Setting (Gmax), s	20.0	45.0	20.0	20.0	20.0	45.0	20.0	20.0				
Max Q Clear Time (g_c+I1), s	2.4	10.4	2.2	6.2	2.9	15.5	2.9	2.4				
Green Ext Time (p_c), s	0.0	6.7	0.0	0.2	0.1	9.2	0.1	0.0				
Intersection Summary												
HCM 6th Ctrl Delay	16.0											
HCM 6th LOS	B											
Notes												
User approved pedestrian interval to be less than phase max green.												

Roseville Parkway Extension and Bridge

2: Washington Blvd

Existing (2020)
Timing Plan: PM Peak-Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	10	10	10	70	10	510	10	440	60	430	600	10
Future Volume (veh/h)	10	10	10	70	10	510	10	440	60	430	600	10
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	11	11	11	76	11	0	11	478	0	467	652	11
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	33	33	33	376	0		55	939		725	1586	27
Arrive On Green	0.06	0.06	0.06	0.11	0.11	0.00	0.03	0.27	0.00	0.21	0.45	0.45
Sat Flow, veh/h	570	570	570	3401	0	1560	1753	3497	1560	3401	3519	59
Grp Volume(v), veh/h	33	0	0	76	0	0	11	478	0	467	324	339
Grp Sat Flow(s),veh/h/ln	1710	0	0	1700	0	1560	1753	1749	1560	1700	1749	1830
Q Serve(g_s), s	1.0	0.0	0.0	1.0	0.0	0.0	0.3	6.0	0.0	6.5	6.4	6.4
Cycle Q Clear(g_c), s	1.0	0.0	0.0	1.0	0.0	0.0	0.3	6.0	0.0	6.5	6.4	6.4
Prop In Lane	0.33		0.33	1.00		1.00	1.00		1.00	1.00		0.03
Lane Grp Cap(c), veh/h	100	0	0	376	0		55	939		725	788	825
V/C Ratio(X)	0.33	0.00	0.00	0.20	0.00		0.20	0.51		0.64	0.41	0.41
Avail Cap(c_a), veh/h	664	0	0	1320	0		646	3054		1254	1527	1598
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	23.3	0.0	0.0	20.8	0.0	0.0	24.3	16.0	0.0	18.5	9.5	9.5
Incr Delay (d2), s/veh	0.7	0.0	0.0	0.1	0.0	0.0	0.7	0.8	0.0	0.4	0.7	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.0	0.0	0.4	0.0	0.0	0.1	2.0	0.0	2.1	1.9	1.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	24.0	0.0	0.0	20.9	0.0	0.0	25.0	16.8	0.0	18.8	10.2	10.2
LnGrp LOS	C	A	A	C	A		C	B		B	B	B
Approach Vol, veh/h	33			76			A			489		
Approach Delay, s/veh	24.0			20.9			17.0			13.8		
Approach LOS	C			C			B			B		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	15.0	19.8		7.0	5.6	29.2		9.7				
Change Period (Y+Rc), s	4.0	6.0		4.0	4.0	6.0		4.0				
Max Green Setting (Gmax), s	19.0	45.0		20.0	19.0	45.0		20.0				
Max Q Clear Time (g_c+I1), s	8.5	8.0		3.0	2.3	8.4		3.0				
Green Ext Time (p_c), s	0.7	5.9		0.1	0.0	7.9		0.1				

Intersection Summary

HCM 6th Ctrl Delay	15.2
HCM 6th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.

Unsignalized Delay for [NBR, WBR] is excluded from calculations of the approach delay and intersection delay.

Roseville Parkway Extension and Bridge
1: Foothills Blvd

Existing (2020)
Timing Plan: PM Peak-Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	54	11	120	11	11	11	54	685	11	11	902	22
v/c Ratio	0.08	0.02	0.30	0.02	0.02	0.02	0.08	0.33	0.01	0.03	0.47	0.02
Control Delay	25.8	27.0	9.3	27.9	27.9	0.1	25.8	10.2	0.0	27.4	13.1	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	25.8	27.0	9.3	27.9	27.9	0.1	25.8	10.2	0.0	27.4	13.1	0.1
Queue Length 50th (ft)	8	1	0	1	1	0	8	43	0	3	124	0
Queue Length 95th (ft)	30	10	47	10	10	0	30	174	0	20	242	0
Internal Link Dist (ft)	1797			980			312			2459		
Turn Bay Length (ft)	220		230	220		230	265		265	255		160
Base Capacity (vph)	1337	1378	689	1337	1378	803	1337	2828	1280	689	2828	1280
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.04	0.01	0.17	0.01	0.01	0.01	0.04	0.24	0.01	0.02	0.32	0.02
Intersection Summary												

Roseville Parkway Extension and Bridge
2: Washington Blvd

Existing (2020)
Timing Plan: PM Peak-Hour

									
Lane Group	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Group Flow (vph)	33	76	11	554	11	478	65	467	663
v/c Ratio	0.16	0.10	no cap	0.70	0.04	0.54	0.14	0.64	0.38
Control Delay	30.0	26.0		8.4	34.8	27.8	5.3	33.2	14.7
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	30.0	26.0	Error	8.4	34.8	27.8	5.3	33.2	14.7
Queue Length 50th (ft)	11	15	0	0	5	115	0	116	107
Queue Length 95th (ft)	40	36	0	95	22	167	23	180	204
Internal Link Dist (ft)	602		342			3613			349
Turn Bay Length (ft)		235			200		220	245	
Base Capacity (vph)	507	980	1	844	480	2266	1042	931	2263
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.07	0.08	11.00	0.66	0.02	0.21	0.06	0.50	0.29
Intersection Summary									

Appendix C

*Analysis Worksheets for
Existing (2020) plus Proposed Project Conditions*

Roseville Parkway Extension and Bridge
1: Roseville Pkwy Extension & Foothills Blvd

Existing (2020) plus Project
Timing Plan: AM Peak-Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	10	180	110	30	100	50	90	660	100	250	410	10
Future Volume (veh/h)	10	180	110	30	100	50	90	660	100	250	410	10
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	11	196	120	33	109	54	98	717	109	272	446	11
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	25	474	211	125	553	425	252	1248	556	389	1388	619
Arrive On Green	0.01	0.14	0.14	0.04	0.16	0.16	0.07	0.36	0.36	0.11	0.40	0.40
Sat Flow, veh/h	1753	3497	1560	3401	3497	1560	3401	3497	1560	3401	3497	1560
Grp Volume(v), veh/h	11	196	120	33	109	54	98	717	109	272	446	11
Grp Sat Flow(s),veh/h/ln	1753	1749	1560	1700	1749	1560	1700	1749	1560	1700	1749	1560
Q Serve(g_s), s	0.3	2.6	3.6	0.5	1.4	1.3	1.4	8.4	2.4	3.9	4.4	0.2
Cycle Q Clear(g_c), s	0.3	2.6	3.6	0.5	1.4	1.3	1.4	8.4	2.4	3.9	4.4	0.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	25	474	211	125	553	425	252	1248	556	389	1388	619
V/C Ratio(X)	0.44	0.41	0.57	0.26	0.20	0.13	0.39	0.57	0.20	0.70	0.32	0.02
Avail Cap(c_a), veh/h	174	1248	556	337	1248	735	357	1248	556	404	1388	619
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	24.7	20.0	20.4	23.6	18.5	13.8	22.3	13.1	11.2	21.5	10.5	9.2
Incr Delay (d2), s/veh	11.9	0.6	2.4	1.1	0.2	0.1	1.0	1.9	0.8	5.1	0.6	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	1.0	1.3	0.2	0.5	0.4	0.5	2.8	0.8	1.6	1.4	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	36.6	20.5	22.8	24.8	18.6	14.0	23.3	15.1	12.0	26.6	11.1	9.3
LnGrp LOS	D	C	C	C	B	B	C	B	B	C	B	A
Approach Vol, veh/h		327			196			924			729	
Approach Delay, s/veh		21.9			18.4			15.6			16.9	
Approach LOS		C			B			B			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	10.3	22.5	6.4	11.3	8.2	24.5	5.2	12.5				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	6.0	18.0	5.0	18.0	5.3	18.7	5.0	18.0				
Max Q Clear Time (g_c+I1), s	5.9	10.4	2.5	5.6	3.4	6.4	2.3	3.4				
Green Ext Time (p_c), s	0.0	2.9	0.0	1.2	0.0	2.1	0.0	0.6				
Intersection Summary												
HCM 6th Ctrl Delay			17.2									
HCM 6th LOS			B									

Roseville Parkway Extension and Bridge
2: Washington Blvd & Roseville Pkwy Extension

Existing (2020) plus Project
Timing Plan: AM Peak-Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	30	320	180	50	140	250	20	360	30	220	170	20
Future Volume (veh/h)	30	320	180	50	140	250	20	360	30	220	170	20
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	33	348	0	54	152	0	22	391	0	239	185	22
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	123	564		176	617		46	1211		348	1332	156
Arrive On Green	0.04	0.16	0.00	0.05	0.18	0.00	0.03	0.35	0.00	0.10	0.42	0.42
Sat Flow, veh/h	3401	3497	1560	3401	3497	1560	1753	3497	1560	3401	3153	370
Grp Volume(v), veh/h	33	348	0	54	152	0	22	391	0	239	102	105
Grp Sat Flow(s),veh/h/ln	1700	1749	1560	1700	1749	1560	1753	1749	1560	1700	1749	1774
Q Serve(g_s), s	0.5	4.9	0.0	0.8	2.0	0.0	0.7	4.4	0.0	3.6	1.9	1.9
Cycle Q Clear(g_c), s	0.5	4.9	0.0	0.8	2.0	0.0	0.7	4.4	0.0	3.6	1.9	1.9
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.21
Lane Grp Cap(c), veh/h	123	564		176	617		46	1211		348	739	749
V/C Ratio(X)	0.27	0.62		0.31	0.25		0.48	0.32		0.69	0.14	0.14
Avail Cap(c_a), veh/h	320	1184		320	1184		165	1211		358	739	749
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	24.9	20.8	0.0	24.3	18.8	0.0	25.5	12.8	0.0	23.0	9.4	9.4
Incr Delay (d2), s/veh	1.1	1.1	0.0	1.0	0.2	0.0	7.6	0.7	0.0	5.2	0.4	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	1.9	0.0	0.3	0.7	0.0	0.3	1.5	0.0	1.5	0.6	0.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	26.1	21.9	0.0	25.3	19.0	0.0	33.2	13.5	0.0	28.2	9.8	9.8
LnGrp LOS	C	C		C	B		C	B		C	A	A
Approach Vol, veh/h		381	A		206	A		413	A		446	
Approach Delay, s/veh		22.2			20.7			14.5			19.7	
Approach LOS		C			C			B			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	9.9	22.9	7.2	13.1	5.9	27.0	6.4	13.9				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.6	18.4	5.0	18.0	5.0	19.0	5.0	18.0				
Max Q Clear Time (g_c+I1), s	5.6	6.4	2.8	6.9	2.7	3.9	2.5	4.0				
Green Ext Time (p_c), s	0.0	1.8	0.0	1.6	0.0	0.8	0.0	0.6				

Intersection Summary

HCM 6th Ctrl Delay	19.0
HCM 6th LOS	B

Notes

Unsignalized Delay for [NBR, EBR, WBR] is excluded from calculations of the approach delay and intersection delay.

Roseville Parkway Extension and Bridge
1: Roseville Pkwy Extension & Foothills Blvd

Existing (2020) plus Project
Timing Plan: AM Peak-Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	11	196	120	33	109	54	98	717	109	272	446	11
v/c Ratio	0.06	0.34	0.30	0.10	0.16	0.08	0.27	0.56	0.16	0.66	0.27	0.01
Control Delay	24.4	20.8	3.7	23.8	17.2	1.3	24.7	16.0	1.5	33.0	11.7	0.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	24.4	20.8	3.7	23.8	17.2	1.3	24.7	16.0	1.5	33.0	11.7	0.0
Queue Length 50th (ft)	3	24	0	4	13	0	12	70	0	35	38	0
Queue Length 95th (ft)	17	56	18	17	35	7	36	167	11	#103	98	0
Internal Link Dist (ft)	1797			3594			312			2459		
Turn Bay Length (ft)	220		230	220		230	265		265	255		160
Base Capacity (vph)	177	1276	682	344	1286	704	364	1276	682	412	1634	824
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.06	0.15	0.18	0.10	0.08	0.08	0.27	0.56	0.16	0.66	0.27	0.01

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Roseville Parkway Extension and Bridge
2: Washington Blvd & Roseville Pkwy Extension

Existing (2020) plus Project
Timing Plan: AM Peak-Hour

											
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Group Flow (vph)	33	348	196	54	152	272	22	391	33	239	207
v/c Ratio	0.10	0.50	0.13	0.17	0.19	0.18	0.13	0.33	0.02	0.68	0.12
Control Delay	26.4	22.5	0.2	26.8	18.0	0.2	28.1	15.7	0.0	37.7	9.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	26.4	22.5	0.2	26.8	18.0	0.2	28.1	15.7	0.0	37.7	9.7
Queue Length 50th (ft)	5	57	0	9	18	0	7	54	0	42	16
Queue Length 95th (ft)	18	92	0	25	44	0	27	95	0	#99	49
Internal Link Dist (ft)	3594			342			340			349	
Turn Bay Length (ft)	260		260	235		200	200		220	245	
Base Capacity (vph)	316	1173	1553	316	1203	1553	163	1200	1553	354	1734
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.10	0.30	0.13	0.17	0.13	0.18	0.13	0.33	0.02	0.68	0.12

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Roseville Parkway Extension and Bridge
1: Roseville Pkwy Extension & Foothills Blvd

Existing (2020) plus Project
Timing Plan: PM Peak-Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	10	210	150	90	170	70	90	550	60	260	800	10
Future Volume (veh/h)	10	210	150	90	170	70	90	550	60	260	800	10
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	11	228	163	98	185	76	98	598	65	283	870	11
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	25	561	250	241	760	507	241	1159	517	367	1289	575
Arrive On Green	0.01	0.16	0.16	0.07	0.22	0.22	0.07	0.33	0.33	0.11	0.37	0.37
Sat Flow, veh/h	1753	3497	1560	3401	3497	1560	3401	3497	1560	3401	3497	1560
Grp Volume(v), veh/h	11	228	163	98	185	76	98	598	65	283	870	11
Grp Sat Flow(s),veh/h/ln	1753	1749	1560	1700	1749	1560	1700	1749	1560	1700	1749	1560
Q Serve(g_s), s	0.3	3.2	5.4	1.5	2.4	1.9	1.5	7.5	1.6	4.4	11.4	0.2
Cycle Q Clear(g_c), s	0.3	3.2	5.4	1.5	2.4	1.9	1.5	7.5	1.6	4.4	11.4	0.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	25	561	250	241	760	507	241	1159	517	367	1289	575
V/C Ratio(X)	0.45	0.41	0.65	0.41	0.24	0.15	0.41	0.52	0.13	0.77	0.68	0.02
Avail Cap(c_a), veh/h	160	1152	514	311	1152	682	311	1159	517	367	1289	575
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	26.7	20.6	21.5	24.3	17.7	13.1	24.3	14.7	12.7	23.7	14.5	11.0
Incr Delay (d2), s/veh	12.1	0.5	2.9	1.1	0.2	0.1	1.1	1.6	0.5	9.6	2.8	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	1.2	2.0	0.6	0.9	0.6	0.6	2.6	0.6	2.0	4.0	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	38.8	21.1	24.4	25.4	17.8	13.2	25.4	16.4	13.2	33.3	17.4	11.0
LnGrp LOS	D	C	C	C	B	B	C	B	B	C	B	B
Approach Vol, veh/h		402			359			761			1164	
Approach Delay, s/veh		22.9			18.9			17.3			21.2	
Approach LOS		C			B			B			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	10.4	22.6	8.4	13.3	8.4	24.6	5.3	16.4				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.9	18.1	5.0	18.0	5.0	19.0	5.0	18.0				
Max Q Clear Time (g_c+I1), s	6.4	9.5	3.5	7.4	3.5	13.4	2.3	4.4				
Green Ext Time (p_c), s	0.0	2.5	0.0	1.4	0.0	2.6	0.0	1.1				
Intersection Summary												
HCM 6th Ctrl Delay			20.0									
HCM 6th LOS			C									

Roseville Parkway Extension and Bridge
2: Washington Blvd & Roseville Pkwy Extension

Existing (2020) plus Project
Timing Plan: PM Peak-Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	10	320	200	60	260	450	40	470	50	210	410	30
Future Volume (veh/h)	10	320	200	60	260	450	40	470	50	210	410	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	11	348	0	65	283	0	43	511	0	228	446	33
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	48	562		197	715		77	1210		336	1323	98
Arrive On Green	0.01	0.16	0.00	0.06	0.20	0.00	0.04	0.35	0.00	0.10	0.40	0.40
Sat Flow, veh/h	3401	3497	1560	3401	3497	1560	1753	3497	1560	3401	3302	244
Grp Volume(v), veh/h	11	348	0	65	283	0	43	511	0	228	236	243
Grp Sat Flow(s),veh/h/ln	1700	1749	1560	1700	1749	1560	1753	1749	1560	1700	1749	1797
Q Serve(g_s), s	0.2	5.0	0.0	1.0	3.7	0.0	1.3	6.0	0.0	3.5	5.0	5.0
Cycle Q Clear(g_c), s	0.2	5.0	0.0	1.0	3.7	0.0	1.3	6.0	0.0	3.5	5.0	5.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.14
Lane Grp Cap(c), veh/h	48	562		197	715		77	1210		336	701	720
V/C Ratio(X)	0.23	0.62		0.33	0.40		0.56	0.42		0.68	0.34	0.34
Avail Cap(c_a), veh/h	318	1177		318	1177		164	1210		350	701	720
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	26.1	20.9	0.0	24.2	18.4	0.0	25.0	13.4	0.0	23.3	11.1	11.1
Incr Delay (d2), s/veh	2.4	1.1	0.0	1.0	0.4	0.0	6.1	1.1	0.0	5.0	1.3	1.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	1.9	0.0	0.4	1.3	0.0	0.6	2.0	0.0	1.4	1.7	1.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	28.5	22.0	0.0	25.2	18.8	0.0	31.1	14.5	0.0	28.2	12.4	12.4
LnGrp LOS	C	C		C	B		C	B		C	B	B
Approach Vol, veh/h	359		A	348		A	554		A	707		
Approach Delay, s/veh	22.2			20.0			15.8			17.5		
Approach LOS	C			B			B			B		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	9.8	23.0	7.6	13.1	6.9	25.9	5.3	15.4				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.5	18.5	5.0	18.0	5.0	19.0	5.0	18.0				
Max Q Clear Time (g_c+I1), s	5.5	8.0	3.0	7.0	3.3	7.0	2.2	5.7				
Green Ext Time (p_c), s	0.0	2.2	0.0	1.6	0.0	2.0	0.0	1.2				

Intersection Summary

HCM 6th Ctrl Delay	18.3
HCM 6th LOS	B

Notes

Unsignalized Delay for [NBR, EBR, WBR] is excluded from calculations of the approach delay and intersection delay.

Roseville Parkway Extension and Bridge
1: Roseville Pkwy Extension & Foothills Blvd

Existing (2020) plus Project
Timing Plan: PM Peak-Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	11	228	163	98	185	76	98	598	65	283	870	11
v/c Ratio	0.07	0.39	0.40	0.31	0.20	0.10	0.31	0.51	0.10	0.76	0.63	0.02
Control Delay	25.6	22.8	6.9	27.6	16.4	2.3	27.6	17.4	0.3	41.6	18.5	0.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	25.6	22.8	6.9	27.6	16.4	2.3	27.6	17.4	0.3	41.6	18.5	0.0
Queue Length 50th (ft)	3	36	0	15	22	0	15	84	0	48	131	0
Queue Length 95th (ft)	17	63	36	37	53	15	37	138	0	#111	#212	0
Internal Link Dist (ft)	1797			3594			312			2459		
Turn Bay Length (ft)	220		230	220		230	265		265	255		160
Base Capacity (vph)	161	1165	638	314	1187	772	314	1171	640	370	1380	723
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.07	0.20	0.26	0.31	0.16	0.10	0.31	0.51	0.10	0.76	0.63	0.02

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Roseville Parkway Extension and Bridge
2: Washington Blvd & Roseville Pkwy Extension

Existing (2020) plus Project
Timing Plan: PM Peak-Hour

											
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Group Flow (vph)	11	348	217	65	283	489	43	511	54	228	479
v/c Ratio	0.04	0.47	0.43	0.21	0.29	0.67	0.27	0.43	0.08	0.67	0.30
Control Delay	27.2	21.5	6.3	28.2	16.4	8.8	31.4	17.3	0.3	38.6	13.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	27.2	21.5	6.3	28.2	16.4	8.8	31.4	17.3	0.3	38.6	13.2
Queue Length 50th (ft)	2	57	0	11	35	17	15	75	0	41	48
Queue Length 95th (ft)	9	91	44	29	75	105	44	132	0	#100	119
Internal Link Dist (ft)	3594			342			3613			349	
Turn Bay Length (ft)	200		200	235		200	200		220	245	
Base Capacity (vph)	311	1153	661	311	1260	828	160	1185	646	341	1607
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.04	0.30	0.33	0.21	0.22	0.59	0.27	0.43	0.08	0.67	0.30

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Appendix D

*Analysis Worksheets for
Cumulative (2035) plus Proposed Project Conditions*

Roseville Parkway Extension and Bridge
1: Roseville Pkwy Extension & Foothills Blvd

Cumulative (2035) plus Project

Timing Plan: AM Peak-Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	21	271	164	356	460	374	244	941	358	572	580	19
Future Volume (veh/h)	21	271	164	356	460	374	244	941	358	572	580	19
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	23	295	178	387	500	407	265	1023	389	622	630	21
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	43	522	233	434	882	703	351	1091	487	675	1425	635
Arrive On Green	0.02	0.15	0.15	0.13	0.25	0.25	0.10	0.31	0.31	0.20	0.41	0.41
Sat Flow, veh/h	1753	3497	1560	3401	3497	1560	3401	3497	1560	3401	3497	1560
Grp Volume(v), veh/h	23	295	178	387	500	407	265	1023	389	622	630	21
Grp Sat Flow(s),veh/h/ln	1753	1749	1560	1700	1749	1560	1700	1749	1560	1700	1749	1560
Q Serve(g_s), s	1.1	6.6	9.3	9.5	10.6	16.4	6.4	24.1	19.3	15.2	11.0	0.7
Cycle Q Clear(g_c), s	1.1	6.6	9.3	9.5	10.6	16.4	6.4	24.1	19.3	15.2	11.0	0.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	43	522	233	434	882	703	351	1091	487	675	1425	635
V/C Ratio(X)	0.53	0.57	0.76	0.89	0.57	0.58	0.76	0.94	0.80	0.92	0.44	0.03
Avail Cap(c_a), veh/h	114	744	332	434	963	739	502	1091	487	675	1425	635
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	40.8	33.4	34.6	36.3	27.6	17.3	36.9	28.3	26.7	33.3	18.1	15.1
Incr Delay (d2), s/veh	9.8	1.0	6.5	20.1	0.7	1.0	4.0	15.9	12.9	18.1	1.0	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	2.8	3.9	5.1	4.4	5.7	2.7	11.5	8.6	7.5	4.2	0.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	50.5	34.4	41.0	56.4	28.3	18.3	40.9	44.2	39.6	51.4	19.1	15.2
LnGrp LOS	D	C	D	E	C	B	D	D	D	D	B	B
Approach Vol, veh/h		496			1294			1677			1273	
Approach Delay, s/veh		37.5			33.6			42.6			34.8	
Approach LOS		D			C			D			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	21.3	30.9	15.3	17.1	13.2	39.0	6.6	25.8				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	16.8	26.4	10.8	18.0	12.5	30.7	5.5	23.3				
Max Q Clear Time (g_c+I1), s	17.2	26.1	11.5	11.3	8.4	13.0	3.1	18.4				
Green Ext Time (p_c), s	0.0	0.2	0.0	1.4	0.3	3.7	0.0	2.2				
Intersection Summary												
HCM 6th Ctrl Delay			37.5									
HCM 6th LOS			D									

Roseville Parkway Extension and Bridge

2: Washington Blvd & Roseville Pkwy Extension

Cumulative (2035) plus Project
Timing Plan: AM Peak-Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	 	 		 	 			 		 	 	
Traffic Volume (veh/h)	43	635	7	24	766	543	29	535	25	307	642	19
Future Volume (veh/h)	43	635	7	24	766	543	29	535	25	307	642	19
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	47	690	0	26	833	0	32	582	0	334	698	21
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	146	1047		97	996		58	1007		427	1318	40
Arrive On Green	0.04	0.30	0.00	0.03	0.28	0.00	0.03	0.29	0.00	0.13	0.38	0.38
Sat Flow, veh/h	3401	3497	1560	3401	3497	1560	1753	3497	1560	3401	3466	104
Grp Volume(v), veh/h	47	690	0	26	833	0	32	582	0	334	352	367
Grp Sat Flow(s),veh/h/ln	1700	1749	1560	1700	1749	1560	1753	1749	1560	1700	1749	1822
Q Serve(g_s), s	0.9	12.0	0.0	0.5	15.5	0.0	1.2	9.9	0.0	6.6	10.9	10.9
Cycle Q Clear(g_c), s	0.9	12.0	0.0	0.5	15.5	0.0	1.2	9.9	0.0	6.6	10.9	10.9
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.06
Lane Grp Cap(c), veh/h	146	1047		97	996		58	1007		427	665	693
V/C Ratio(X)	0.32	0.66		0.27	0.84		0.55	0.58		0.78	0.53	0.53
Avail Cap(c_a), veh/h	245	1132		245	1132		129	1007		465	665	693
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	32.3	21.3	0.0	33.1	23.3	0.0	33.1	21.1	0.0	29.5	16.7	16.7
Incr Delay (d2), s/veh	1.3	1.3	0.0	1.5	5.1	0.0	7.9	2.4	0.0	7.8	3.0	2.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	4.8	0.0	0.2	6.3	0.0	0.6	3.9	0.0	2.9	4.3	4.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	33.5	22.5	0.0	34.5	28.4	0.0	41.0	23.6	0.0	37.3	19.7	19.6
LnGrp LOS	C	C		C	C		D	C		D	B	B
Approach Vol, veh/h		737	A		859	A		614	A		1053	
Approach Delay, s/veh		23.2			28.6			24.5			25.3	
Approach LOS		C			C			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	13.2	24.5	6.5	25.3	6.8	30.9	7.5	24.3				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	9.5	20.0	5.0	22.5	5.1	24.4	5.0	22.5				
Max Q Clear Time (g_c+I1), s	8.6	11.9	2.5	14.0	3.2	12.9	2.9	17.5				
Green Ext Time (p_c), s	0.1	2.2	0.0	3.0	0.0	3.1	0.0	2.2				

Intersection Summary

HCM 6th Ctrl Delay	25.5
HCM 6th LOS	C

Notes

Unsignalized Delay for [NBR, EBR, WBR] is excluded from calculations of the approach delay and intersection delay.

Roseville Parkway Extension and Bridge
1: Roseville Pkwy Extension & Foothills Blvd

Cumulative (2035) plus Project
Timing Plan: AM Peak-Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	23	295	178	387	500	407	265	1023	389	622	630	21
v/c Ratio	0.21	0.56	0.46	0.90	0.50	0.46	0.60	0.95	0.58	0.93	0.48	0.03
Control Delay	43.7	37.5	8.9	64.1	28.2	10.8	41.4	47.9	12.3	57.6	22.5	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	43.7	37.5	8.9	64.1	28.2	10.8	41.4	47.9	12.3	57.6	22.5	0.1
Queue Length 50th (ft)	12	77	0	105	108	71	68	275	48	168	132	0
Queue Length 95th (ft)	37	117	51	#204	181	176	113	#447	147	#294	203	0
Internal Link Dist (ft)	1797			3594			312			2459		
Turn Bay Length (ft)	220		230	220		230	265		265	255		160
Base Capacity (vph)	112	735	472	428	1021	892	495	1079	666	666	1312	700
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.21	0.40	0.38	0.90	0.49	0.46	0.54	0.95	0.58	0.93	0.48	0.03

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Roseville Parkway Extension and Bridge
2: Washington Blvd & Roseville Pkwy Extension

Cumulative (2035) plus Project
Timing Plan: AM Peak-Hour

											
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Group Flow (vph)	47	690	8	26	833	590	32	582	27	334	719
v/c Ratio	0.19	0.60	0.01	0.11	0.78	0.86	0.25	0.58	0.05	0.74	0.48
Control Delay	34.8	22.7	0.0	33.9	29.0	27.1	38.2	25.3	0.2	41.9	17.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	34.8	22.7	0.0	33.9	29.0	27.1	38.2	25.3	0.2	41.9	17.8
Queue Length 50th (ft)	10	116	0	6	186	133	14	125	0	78	115
Queue Length 95th (ft)	26	203	0	18	#256	#332	40	177	0	#139	204
Internal Link Dist (ft)	3594			342			395			349	
Turn Bay Length (ft)	260		260	235		200	200		220	245	
Base Capacity (vph)	242	1210	641	242	1122	703	127	997	555	459	1508
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.19	0.57	0.01	0.11	0.74	0.84	0.25	0.58	0.05	0.73	0.48

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Roseville Parkway Extension and Bridge
1: Roseville Pkwy Extension & Foothills Blvd

Cumulative (2035) plus Project
Timing Plan: PM Peak-Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	25	482	260	357	570	588	211	808	341	420	1233	6
Future Volume (veh/h)	25	482	260	357	570	588	211	808	341	420	1233	6
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	27	524	283	388	620	639	229	878	371	457	1340	7
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	48	699	312	420	1035	704	265	1123	501	530	1395	622
Arrive On Green	0.03	0.20	0.20	0.12	0.30	0.30	0.08	0.32	0.32	0.16	0.40	0.40
Sat Flow, veh/h	1753	3497	1560	3401	3497	1560	3401	3497	1560	3401	3497	1560
Grp Volume(v), veh/h	27	524	283	388	620	639	229	878	371	457	1340	7
Grp Sat Flow(s),veh/h/ln	1753	1749	1560	1700	1749	1560	1700	1749	1560	1700	1749	1560
Q Serve(g_s), s	1.4	12.7	16.0	10.2	13.7	26.6	6.0	20.5	19.1	11.8	33.6	0.2
Cycle Q Clear(g_c), s	1.4	12.7	16.0	10.2	13.7	26.6	6.0	20.5	19.1	11.8	33.6	0.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	48	699	312	420	1035	704	265	1123	501	530	1395	622
V/C Ratio(X)	0.56	0.75	0.91	0.92	0.60	0.91	0.87	0.78	0.74	0.86	0.96	0.01
Avail Cap(c_a), veh/h	105	700	312	420	1035	704	265	1123	501	563	1395	622
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	43.2	33.9	35.2	39.0	27.1	22.9	41.0	27.7	27.2	37.0	26.3	16.3
Incr Delay (d2), s/veh	10.0	4.5	28.7	26.2	1.0	15.5	24.6	5.4	9.5	12.5	16.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	5.6	8.4	5.7	5.7	14.7	3.3	8.7	8.2	5.6	15.6	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	53.3	38.4	63.9	65.2	28.1	38.5	65.6	33.1	36.7	49.6	42.7	16.4
LnGrp LOS	D	D	E	E	C	D	E	C	D	D	D	B
Approach Vol, veh/h		834			1647			1478			1804	
Approach Delay, s/veh		47.5			40.9			39.1			44.3	
Approach LOS		D			D			D			D	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	18.5	33.4	15.6	22.5	11.5	40.4	7.0	31.1				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	14.9	28.0	11.1	18.0	7.0	35.9	5.4	23.7				
Max Q Clear Time (g_c+I1), s	13.8	22.5	12.2	18.0	8.0	35.6	3.4	28.6				
Green Ext Time (p_c), s	0.2	3.1	0.0	0.0	0.0	0.2	0.0	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			42.4									
HCM 6th LOS			D									

Roseville Parkway Extension and Bridge

2: Washington Blvd & Roseville Pkwy Extension

Cumulative (2035) plus Project
Timing Plan: PM Peak-Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	 	 		 	 			 		 	 	
Traffic Volume (veh/h)	55	753	16	45	943	590	1	635	36	589	1017	55
Future Volume (veh/h)	55	753	16	45	943	590	1	635	36	589	1017	55
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	60	818	0	49	1025	0	1	690	0	640	1105	60
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	149	1123		135	1109		2	795		706	1462	79
Arrive On Green	0.04	0.32	0.00	0.04	0.32	0.00	0.00	0.23	0.00	0.21	0.43	0.43
Sat Flow, veh/h	3401	3497	1560	3401	3497	1560	1753	3497	1560	3401	3373	183
Grp Volume(v), veh/h	60	818	0	49	1025	0	1	690	0	640	573	592
Grp Sat Flow(s),veh/h/ln	1700	1749	1560	1700	1749	1560	1753	1749	1560	1700	1749	1808
Q Serve(g_s), s	1.5	18.2	0.0	1.2	24.9	0.0	0.1	16.7	0.0	16.2	24.3	24.3
Cycle Q Clear(g_c), s	1.5	18.2	0.0	1.2	24.9	0.0	0.1	16.7	0.0	16.2	24.3	24.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.10
Lane Grp Cap(c), veh/h	149	1123		135	1109		2	795		706	758	784
V/C Ratio(X)	0.40	0.73		0.36	0.92		0.42	0.87		0.91	0.76	0.76
Avail Cap(c_a), veh/h	193	1132		193	1132		100	795		715	758	784
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	41.0	26.5	0.0	41.2	29.0	0.0	43.9	32.7	0.0	34.0	21.0	21.0
Incr Delay (d2), s/veh	1.8	2.4	0.0	1.6	12.4	0.0	86.6	12.4	0.0	15.2	6.9	6.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	7.7	0.0	0.5	11.4	0.0	0.1	7.9	0.0	7.7	10.2	10.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	42.7	28.9	0.0	42.8	41.4	0.0	130.5	45.1	0.0	49.2	27.9	27.7
LnGrp LOS	D	C		D	D		F	D		D	C	C
Approach Vol, veh/h		878	A		1074	A		691	A		1805	
Approach Delay, s/veh		29.8			41.5			45.2			35.4	
Approach LOS		C			D			D			D	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	22.8	24.5	8.0	32.8	4.6	42.7	8.3	32.4				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	18.5	20.0	5.0	28.5	5.0	33.5	5.0	28.5				
Max Q Clear Time (g_c+I1), s	18.2	18.7	3.2	20.2	2.1	26.3	3.5	26.9				
Green Ext Time (p_c), s	0.1	0.6	0.0	3.5	0.0	3.9	0.0	1.0				

Intersection Summary

HCM 6th Ctrl Delay	37.3
HCM 6th LOS	D

Notes

Unsignalized Delay for [NBR, EBR, WBR] is excluded from calculations of the approach delay and intersection delay.

Roseville Parkway Extension and Bridge
1: Roseville Pkwy Extension & Foothills Blvd

Cumulative (2035) plus Project
Timing Plan: PM Peak-Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	27	524	283	388	620	639	229	878	371	457	1340	7
v/c Ratio	0.26	0.79	0.58	0.92	0.55	0.72	0.87	0.80	0.57	0.82	0.96	0.01
Control Delay	46.8	44.0	12.6	69.0	28.2	19.2	72.2	34.7	13.2	50.0	43.0	0.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	46.8	44.0	12.6	69.0	28.2	19.2	72.2	34.7	13.2	50.0	43.0	0.0
Queue Length 50th (ft)	15	148	22	114	138	182	67	240	58	130	384	0
Queue Length 95th (ft)	42	206	96	#201	225	#411	#132	315	147	#204	#538	0
Internal Link Dist (ft)	1797			3594			312			2459		
Turn Bay Length (ft)	220		230	220		230	265		265	255		160
Base Capacity (vph)	105	702	502	420	1119	893	264	1100	653	563	1399	734
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.26	0.75	0.56	0.92	0.55	0.72	0.87	0.80	0.57	0.81	0.96	0.01

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Roseville Parkway Extension and Bridge
2: Washington Blvd & Roseville Pkwy Extension

Cumulative (2035) plus Project
Timing Plan: PM Peak-Hour

											
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Group Flow (vph)	60	818	17	49	1025	641	1	690	39	640	1165
v/c Ratio	0.31	0.69	0.01	0.25	0.92	0.41	0.01	0.86	0.03	0.91	0.72
Control Delay	45.3	29.2	0.0	44.2	43.9	0.8	40.0	45.8	0.0	53.1	23.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	45.3	29.2	0.0	44.2	43.9	0.8	40.0	45.8	0.0	53.1	23.3
Queue Length 50th (ft)	17	217	0	13	295	0	1	201	0	185	262
Queue Length 95th (ft)	37	286	0	31	#423	0	6	#302	0	#287	#455
Internal Link Dist (ft)	3594			342			284			349	
Turn Bay Length (ft)	260		260	235		200	200		220	245	
Base Capacity (vph)	194	1213	1553	194	1140	1553	100	800	1553	718	1623
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.31	0.67	0.01	0.25	0.90	0.41	0.01	0.86	0.03	0.89	0.72

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



COUNCIL COMMUNICATION

CC #: 2721

File #: 0110 & 0201-01

Title: Costco Project - Economic Development Incentive Agreement & Budget Adjustment
Contact: Ryan DeVore 916-774-5362 rdevore@roseville.ca.us

Meeting Date: 5/17/2023

Item #: 10.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Hold a public hearing to review the economic incentive agreement with Costco Wholesale Corporation (Costco); and
2. Adopt a resolution to approve the City of Roseville Economic Development Incentive Agreement with Costco to facilitate the development of a new store as a catalyst to the Baseline Marketplace, and authorize the City Manager to execute it; and
3. Adopt an ordinance to approve a \$7.8 million budget adjustment from the Strategic Improvement Fund to fund a \$6 million economic incentive for Costco upon store opening, and a \$1.8 million backstop payment if Costco does not receive reimbursement from the City/County Fee and/or the Traffic Mitigation Fee Set-Aside Fund within seven years of store opening.

BACKGROUND

The Baseline Marketplace is an 81-acre, regional retail development located in the Sierra Vista Specific Plan (SVSP), fronting on Baseline Road between Fiddymont Road and Market Street. At buildout the project will total approximately 750,000 square feet of building area, including three (3) large floor plate commercial buildings, four (4) fast food restaurant pads with drive-thru facilities, three (3) gas stations and twenty-three (23) outlying restaurant and retail pads. The project entitlements were approved in 2014 and extended in 2017, 2020 and in February of 2022. Finally, the entitlements were updated for the proposal in its current form and approved on April 17, 2023.

The project requires approximately \$16.5 million in public infrastructure to get started, a sum that has proven prohibitive to commencing development in the nine years since initial project approval. Additionally, the fee structure in the SVSP heavily impacts commercial development, further exacerbating the challenge.

The City has a strong interest in the overall Baseline Marketplace project's success, as the first phase stands to generate \$3 million in annual sales tax revenue to the City in the first year and \$7 million at build-out. It also provides much-needed access to retail on the west side of Roseville.

In late 2021, Costco approached the City as they considered purchasing approximately 29 acres of the project, known as Parcel DF-41, described in Exhibit A of the Agreement, in order to build a Costco store. They expressed the challenges mentioned above and sought an agreement to offset the significant up-front infrastructure costs, of which approximately \$6 million is related to their project, although they would need to spend the full \$16.5 million to move their project forward. Many of the up-front public infrastructure costs will eventually be reimbursed, but in some cases, it may take several years. After a lengthy negotiation, the parties agreed to an up to \$6 million lump sum payment tied to the actual required public improvement infrastructure work being performed by Costco. Such sum is only due upon the Costco store opening and based on the actual required public improvement infrastructure.

Because of this potential delay in reimbursement of over \$10 million, staff also recommends that the City help mitigate the risk by providing a backstop to the reimbursement of two fees, as follows: If Costco has not received eligible cash fee reimbursement under the City/County Fee and/or the TMF Set-Aside Fund for the Costco project seven years after the date of store opening, the City will pay Costco in the amount of any such cash fee reimbursement that it is deemed eligible for under the City/County Fee and/or the TMF Set-Aside Fund for the Costco project, at that time. Staff estimates that the total for any such cash reimbursements is approximately \$900,000 in City/County Fees and \$800,000 in the TMF Set-Aside Fund, but in no event shall the City have to reimburse Costco for more than \$1.8 million. Given fund projections, it is unlikely that this backstop would be exercised, but it provides certainty to Costco necessary to move forward with the project. If the City makes the backstop payment, Costco must assign the City its right to reimbursement under the City/County Fee and/or the TMF Set-Aside Fund, thereby making City eligible for full reimbursement of the backstop amount.

In summary, staff recommends that Council approve the Economic Incentive Agreement with Costco Wholesale Corporation, to include the following:

1. An up-to \$6 million economic incentive paid to Costco upon store opening to offset significant infrastructure costs;
2. Up to \$1.8 million as a backstop to fee reimbursements if not paid to Costco within seven years of the store opening, as described above and in the attached agreement.

Staff recommends that the City Council approve this Agreement because it supports Council's specific goal to facilitate this project; it promotes the general welfare of the City and its residents by creating new jobs; it expands the range and diversity of its commercial retail sector, especially in West Roseville; it reduces traffic and vehicle miles traveled from residents in West Roseville to the existing Costco facility in northeast Roseville; it broadens the City's property tax and sales tax base; and it generates uniquely significant ongoing City revenues.

Without support, it's likely that this development could sit idle for several more years, if not more. Should another regional retail development materialize in the vicinity, it could become even more difficult for this site to absorb, as recent studies show that, on paper, the demand for regional retail is already overburdened.

Additionally, there are local and regional examples where economic incentives were provided to catalyze high-tax-generating and/or job-creating developments. Below are some examples:

1. Roseville Galleria
2. Roseville Automall
3. Elk Grove Costco
4. Centene in Sacramento

The Roseville Galleria and Roseville Automall were provided future City subsidies to support infrastructure development. In 2017 Elk Grove provided Costco \$8 million of future projected sales tax revenue (\$10 million in today's dollars) to offset infrastructure costs. Lastly, in 2017 Sacramento provided Centene up to \$13.5 million (\$17 million in today's dollars) as an employment incentive.

Finally, approval of the recommended Agreement with Costco offers a win-win-win for the rest of the Baseline Marketplace, Costco and the City. It is clear that this is a uniquely significant opportunity to catalyze a major sales-tax-generating project that provides retail in an underserved portion of the City and that would likely remain dormant absent City support. Once the project is active the City anticipates a return on its incentive payment investment, in

full, through sales taxes of about 24 months.

FISCAL IMPACT

Approval of this recommended economic incentive necessitates a budget adjustment to appropriate \$6 million in available resources in the Strategic Improvement Funds (SIF) that will be provided to Costco upon store opening. An additional \$1.8 million in SIF will be appropriated as a reimbursement backstop if Costco has not received reimbursement from the City/County Fee and/or the Traffic Mitigation Fee Set-Aside Fund within seven years of the store opening. Should the \$1.8 million be paid to Costco, Costco shall assign its right to reimbursement to the City, resulting in the City being entitled to the \$1.8 million reimbursement. There are adequate available resources in SIF to fund the \$ 7.8 million appropriation.

The obligations arising from the economic incentive agreement are not a debt of the City under section 18 of Article XVI of the California Constitution, as they are being budgeted this fiscal year.

The new sales and property tax generated due to the agreement are expected to exceed the initial City investment within two years, after which the General Fund would experience an ongoing positive fiscal impact.

ENVIRONMENTAL REVIEW

The item before City Council is a public hearing and approval of the Economic Incentive Agreement. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The approval of this agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

It should be noted that development of the actual Costco store and surrounding property is subject to CEQA and will have to follow the normal process as development occurs. The Costco store is a part of the Baseline Marketplace project, which has obtained a Major Project Permit and was deemed consistent with the Sierra Vista Specific Plan Final Environmental Impact Report (SCH#2008032115). In accordance with CEQA Section 15183, an Initial Study was prepared for the project and the study found no project specific significant effects. Therefore, a Negative Declaration was prepared and adopted by the Planning Commission in March of 2014.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D – Enhance Economic Vitality

Respectfully Submitted,

Ryan DeVore, Assistant City Manager

A handwritten signature in blue ink, appearing to be 'RD', with a vertical line to the left of the first loop.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-190

Economic Incentive Agreement

Economic Incentive Report

Vicinity Map_Baseline Marketplace

Ordinance 6557

Budget Adjustment

RESOLUTION NO. 23-190

APPROVING A CITY OF ROSEVILLE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND COSTCO WHOLESALE CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Baseline Marketplace is an 81-acre, regional retail development located in the Sierra Vista Specific Plan (SVSP), fronting on Baseline Road between Fiddymment Road and Market Street; and

WHEREAS, the project requires approximately \$16.5M in public infrastructure to get started, a sum that has proven prohibitive to commencing development in the nine years since initial project approval; and

WHEREAS, the fee structure in the SVSP heavily impacts commercial development, further exacerbating the challenge; and

WHEREAS, the City has a strong interest in the overall Baseline Marketplace project's success, as the first phase stands to generate \$3M in annual sales tax revenue to the City in the first year and \$7M at build-out, and also provides much-needed access to retail on the west side of Roseville; and

WHEREAS, in late 2021, Costco Wholesale Corporation ("Costco") approached the City as they considered purchasing approximately 29 acres of the project, known as Parcel DF-41, described in Exhibit A of the City of Roseville Economic Development Incentive Agreement, in order to build a Costco store; and

WHEREAS, Costco expressed the challenges mentioned above and sought an agreement to offset the significant up-front infrastructure costs, of which approximately \$6M is related to their project, although they would need to spend the full \$16.5M to move their project forward; and

WHEREAS, on May 17, 2023, the City Council for the City of Roseville held a public hearing, pursuant to California Government Code Section 53083, on an economic development incentive with Costco; and

WHEREAS, staff recommends that the City Council approve a City of Roseville Economic Development Incentive Agreement for this economic development incentive to provide the following public benefits:

1. It supports Council's specific goal to facilitate this project; and
2. It promotes the general welfare of the City and its residents by creating new jobs; and

3. It expands the range and diversity of its commercial retail sector, especially in West Roseville; and
4. It reduces traffic and vehicle miles traveled from residents in West Roseville to the existing Costco facility in northeast Roseville; and
5. It broadens the City's property tax and sales tax base; and
6. It generates uniquely significant ongoing City revenues.

WHEREAS, the City of Roseville Economic Development Incentive Agreement, by and between the City of Roseville and Costco Wholesale Corporation, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said City of Roseville Economic Development Incentive Agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville, as well as any documents necessary to effectuate its purpose.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

CITY OF ROSEVILLE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

(Costco Project: Baseline Road)

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("City"), and Costco Wholesale Corporation, a Washington Corporation, including its agents, officers, employees, volunteers, independent contractors, and subcontractors ("Costco"); and

RECITALS:

A. WHEREAS, Costco is the owner of that certain property in the City of Roseville comprised of approximately 29 acres located north of Baseline Road, known as a portion of Phase II of the Baseline Marketplace project, and more particularly described in Exhibit "A" hereto (the "Property"); and

B. WHEREAS, Costco agrees to develop, open, and operate a wholesale and retail general merchandise facility, with a potential gas station, owned and operated by Costco at the Property, commonly referred to as a "Costco Wholesale" ("Costco Store"). Additionally, Costco intends to develop additional required infrastructure improvements and additional retail properties on the Property that will be offered for rent or sale to other tenants or retailers ("Other Retail"). The Costco Store and Other Retail are collectively referred to herein as the "Costco Project;" and

C. The City of Roseville facilitates a landowner funded and sponsored Sierra Vista Specific Plan Fee Program ("SVSP Fee Program") to account for construction and reimbursement of certain required public infrastructure costs and fees amongst the landowners in the Sierra Vista Specific Plan ("SVSP"). This SVSP Fee Program, amongst other things, entitles certain landowners who develop property in the SVSP, as a condition of regulatory approval, to reimbursement of certain costs by way of cash or fee credits, which are paid out of the SVSP Fee Program. The SVSP

Fee Program is funded by the landowners in the SVSP, based on their share of development, as a way to proportionally share in the costs of constructing required public infrastructure that benefit the landowners. Costco will participate in the SVSP Fee Program if it develops the Property; and

D. WHEREAS, the City has entered into an agreement with the County of Placer to address the anticipated impacts of development in the City of Roseville and Placer County and have designed a joint traffic fee program to implement mitigation measures for impacts identified within the City of Roseville and Placer County (the "City/County Fee"). The City/County Fee provides for certain reimbursements to landowners who complete certain required public improvements, including for portions of Baseline Road; and

E. WHEREAS, the City has created a Traffic Mitigation Fund (the "TMF") to address burdens on the existing traffic and circulation infrastructure caused by new development, and the expansion of existing development. The TMF is funded by a fee charged to landowners based on their share of development, to spread costs of traffic and circulation infrastructure to those who create the need for such infrastructure and to implement the general plan by assuring that adequate public facilities are provided. The TMF provides certain reimbursements to landowners who complete certain required public improvements to be funded by the TMF fees, which TMF includes a SVSP Set-Aside Fund (the "TMF Set-Aside Fund") for collection of fees to fund certain required public infrastructure and reimburse landowners who complete certain required public improvements in the SVSP; and

F. WHEREAS, Costco has requested, and the City has agreed, to provide Costco with a contingent economic development incentive in conjunction with the Costco Project, subject to the terms and conditions set forth herein; and

G. WHEREAS, the City finds that the public purpose of this economic development incentive is to promote the general welfare of the City and its residents by creating new jobs;

expanding the range and diversity of its commercial retail sector, especially in west Roseville; to reduce traffic and vehicle miles traveled from residents in west Roseville to the existing Costco facility in northeast Roseville; to broaden the City's property tax and sales tax base; and to generate ongoing City revenues. The Costco Project is a uniquely significant sales tax generating retail opportunity for the City that would be a catalyst for future economic development in west Roseville, where there is currently undeveloped commercial properties and lack of requisite infrastructure, with no anticipated immediate development. But for the economic development incentive, the Costco Project might not be developed at all in west Roseville. This economic development incentive is consistent with and in furtherance of the City's Economic Development Strategy.

NOW, THEREFORE, in consideration of the foregoing Recitals and the following mutual covenants, agreements, conditions, and representations, and for valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Recitals. The foregoing Recitals are true and correct and incorporated herein by reference.
2. Incentive Payment. Subject to the provisions and limitations set forth herein, the City agrees to make an economic development incentive payment to Costco ("Incentive Payment") in cash in an amount not to exceed six million dollars (\$6,000,000.00) (the "Incentive Cap"), subject to issuance of a certificate of occupancy by City for the Costco Store (hereinafter "Store Opening") and true-up of the actual amount up to the Incentive Cap as herein provided. City shall have no obligation to make the Incentive Payment prior to the Store Opening. City shall make payment of the Incentive Payment within thirty (30) days of the Store Opening. Should there never be a Store Opening, no payment from the City shall be required under this Agreement. The parties acknowledge that the Incentive Cap amount is based on a rounded-up estimate of the anticipated amount of the required construction, alteration, demolition, installation, or repair work for the public

work of improvement required by City for development of the Costco Project and not reimbursed from other public sources depicted on Exhibit "B" hereto ("Net Cost of the Public Work"). The estimated total cost of the Public Work, defined infra, and the sources for reimbursement are summarized on Exhibit "B" hereto.

3. Prevailing Wage. The parties agree that as a condition of regulatory approval by City of the otherwise private Costco Project, the City requires Costco to perform construction, alteration, demolition, installation, or repair work on a public work of improvement at the Costco Project (as defined by California Labor Code Section 1720), including but not limited to design, permitting, and development of public roadways, public roadway frontage improvements, curbs, and gutters, and utility infrastructure (the "Public Work"). The Incentive Payment amount shall be no more money or the equivalent of money than is required to perform this public work of improvement for the Costco Project and not reimbursed to Costco from other public sources. The Net Cost of the Public Work shall be determined by the parties pursuant to the true-up provided in Section 4 of this Agreement. The Incentive Payment is specifically meant to comply with California Labor Code Section 1720(c)(2).

Costco is fully aware of the provisions of California Labor Code Sections 1720, et seq., regarding payment of prevailing wages in connection with public works and has consulted with its own legal counsel regarding such wage issue. Costco's execution of this Agreement is an acknowledgment that such independent advice and counsel has been obtained and relied on in executing this Agreement and accepting the benefits under it.

Costco shall comply with all applicable laws concerning the development of the Costco Project, including, as applicable, California Labor Code Sections 1720 et seq. In the event any claim of any kind or nature based on California Labor Code Sections 1720, et seq. (including California Labor Code Section 1781) is brought or made against the City in connection with this

Agreement or the Costco Project, Costco shall be obligated to defend, indemnify, and hold harmless the City, with respect to such claim, in accordance with Section 6 below.

4. True-Up. Upon completion of the Public Work, the final determination of the Net Cost of the Public Work shall be determined by the City Engineer, based on documentation thereof provided by Costco to the SVSP Fee Program Administrator's and City Engineer's reasonable satisfaction.

a. For construction change orders to be given consideration, Costco must present the change order request and estimated cost along with supporting information to City upon completion of the Public Work and fully document any work performed under a change order to verify all associated costs. Failure to comply with any of these procedures may result in the ineligibility of the requested change order inclusion in the cost of the constructing the Public Work.

b. In order to receive the final Incentive Payment, Costco shall provide the following items to the City Engineer upon completion of the Public Work in order for the City to determine the actual Net Costs of the Public Work incurred by Costco:

(i) Copies of the original Construction Contract(s) and any change orders that have been agreed to by Costco, contractor, and the City;

(ii) Copies of all invoices and certified payroll records, or proof of submission of certified payroll records to the Department of Industrial Relations, with unconditional lien releases, submitted by the contractor;

(iii) Copies of all checks issued by Costco with related invoices indicated;

(iv) Copies of all invoices, payments by Costco, and reimbursements to Costco for the soft costs of the Public Work;

(v) Copies or other evidence of all and cash and fee credit reimbursements received or due to be received by Costco with respect to the Public Work; and

(vi) A summary tabulation of all contractor invoices, Costco payments, and Costco reimbursements from sources other than the Incentive Payment, such as the SVSP Fee Program, the City/County Fee, and the TMF Set-Aside Fund (collectively the "Reimbursement Sources").

c. Upon final reconciliation the City Engineer shall notify the City of the amount of the Incentive Payment to be issued to Costco.

5. Timing of Reimbursement. Costco, as a landowner in the SVSP, must participate in the SVSP Fee Program and may be eligible for any cash fee reimbursement and/or fee credits, pursuant to the SVSP Fee Program, that would otherwise be available to it as an entity electing to develop a portion of property within the SVSP. Additionally, should Costco develop the Costco Project, it may be entitled to fee credits and cash reimbursements pursuant to the City/County Fee and/or the TMF Set-Aside Fund. Those reimbursements are separate and distinct from the Incentive Payment contemplated under this Agreement and are governed by the terms of the Reimbursement Sources. Such reimbursements under the Reimbursement Sources will be utilized to determine the Net Cost of the Public Work as part of the true-up process outlined in Section 4. Because reimbursements under the Reimbursement Sources are based on the funds available in the Reimbursement Sources and directly tied to the rate of improvement construction in the SVSP, there is recognition that the timing of any cash fee reimbursements or fee credits under the Reimbursement Sources may vary based on the rate of SVSP development. Because Costco may have to wait years for any cash reimbursement of fees, and that delay may impact the ultimate development of the Costco Project, City agrees that if Costco has not received eligible cash fee

reimbursement under the City/County Fee and/or the TMF Set-Aside Fund for the Costco Project seven (7) years after the date of Store Opening, that City will pay Costco for any such cash fee reimbursement that it is deemed eligible for under the City/County Fee and/or the TMF Set-Aside Fund for the Costco Project, at that time. Such payment by City is not made as part of the respective Reimbursement Sources or in any way on behalf of those Reimbursement Sources and is not a guarantee for payment thereunder. If such payment is made, Costco will remain in the respective program for the Reimbursement Sources and will assign its right to all of its then eligible cash fee reimbursements under the respective City/County Fee and/or the TMF Set-Aside Fund to City as a condition for any payment by City, such that City is entitled to all cash fee reimbursements that would have been available to Costco under the City/County Fee and/or the TMF Set-Aside Fund and Costco would not be "double-recovering". The parties estimate that the total for any such cash reimbursements is approximately \$900,000.00 in City/County Fee cash reimbursement and \$800,000.00 in the TMF Set-Aside Fund cash reimbursement, but in no event shall City have any obligation under this Section to reimburse Costco for more than \$1.8 million. Should Costco receive reimbursement of any or all fees from the City/County Fee and/or TMF Set-Aside Fund before seven (7) years after Store Opening, City will have no obligation to make payment to Costco for that fee reimbursement amount. Costco agrees, in good faith, to use all reasonably available options to obtain fee reimbursement from the Reimbursement Sources within seven (7) years after Store Opening. City will be entitled to an accounting of any payments to Costco from the Reimbursement Sources upon request.

6. Indemnification. To the fullest extent allowed by law, Costco 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, or

resulting from or arising out of Costco's willful misconduct or negligent act or omission while engaged in the development of the Costco Project, or performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

Costco's responsibility for such defense and indemnity obligations under this Section 6 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, any insurance limits.

7. Limited City Obligation. The obligations arising from this Agreement are not a debt of the City under section 18 of article XVI of the California Constitution, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. Nothing herein shall provide Costco any right to compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement. The obligations created by this Agreement do not create an immediate indebtedness of the City, but rather create a contingent liability only when a payment becomes due hereunder.

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

including without limitation any applicable development agreement for the Sierra Vista Specific Plan.

9. Ability to Perform. Costco agrees and represents that it has the time, ability and professional expertise to perform the development of the Costco Project, including specifically the Costco Store, required under this Agreement.

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

11. Assignment. Costco is performing unique services in developing the Costco Project and specifically the Costco Store. As such, Costco shall not assign this Agreement without the prior written consent of City.

12. Independent Contractor. Costco, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of City by reason of this Agreement.

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

14. Termination of Agreement. The parties anticipate the Store Opening within three (3) years of the date of this Agreement. The City may terminate this Agreement should the Store Opening not occur by December 31, 2026. Sections 3, 6, and 15 of this Agreement shall survive any termination of this Agreement.

15. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the

prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties. The City Manager for the City, or his or her designee, shall have authority to execute any documents necessary to effectuate the purpose of this Agreement.

17. 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.

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

CITY OF ROSEVILLE

City of Roseville
City Clerk's Office
311 Vernon Street
Roseville, CA 95678
Attn: Ryan DeVore, Asst. City Manager

COSTCO

Costco Wholesale Corporation
Property Management/Legal Department
999 Lake Drive
Issaquah, WA 98027
Attn: Rick Jerabek, Corporate Counsel

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

19. Time is of the Essence. The parties acknowledge that time is of the essence.

20. 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.

21. Advice of Legal Counsel. Each of the parties hereto has received the advice of independent legal counsel prior to signing this Agreement. Each of the parties hereto acknowledges that neither party, or agent or attorney of a party, has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce the other party to execute this Agreement.

22. Joint Drafting. Each party fully understands each term contained herein. Each party knowingly and voluntarily enters into this Agreement and knowingly and voluntarily agrees to each term contained herein. All of the undersigned parties agree that they and their legal counsel have reviewed and have had an opportunity to revise this Agreement, that no single party shall be deemed to have drafted this Agreement or any portion thereof, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

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

CITY OF ROSEVILLE, a
municipal corporation

COSTCO WHOLESALE CORPORATION, a
Washington Corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: SVP Real Estate

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

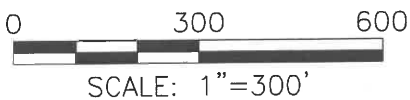
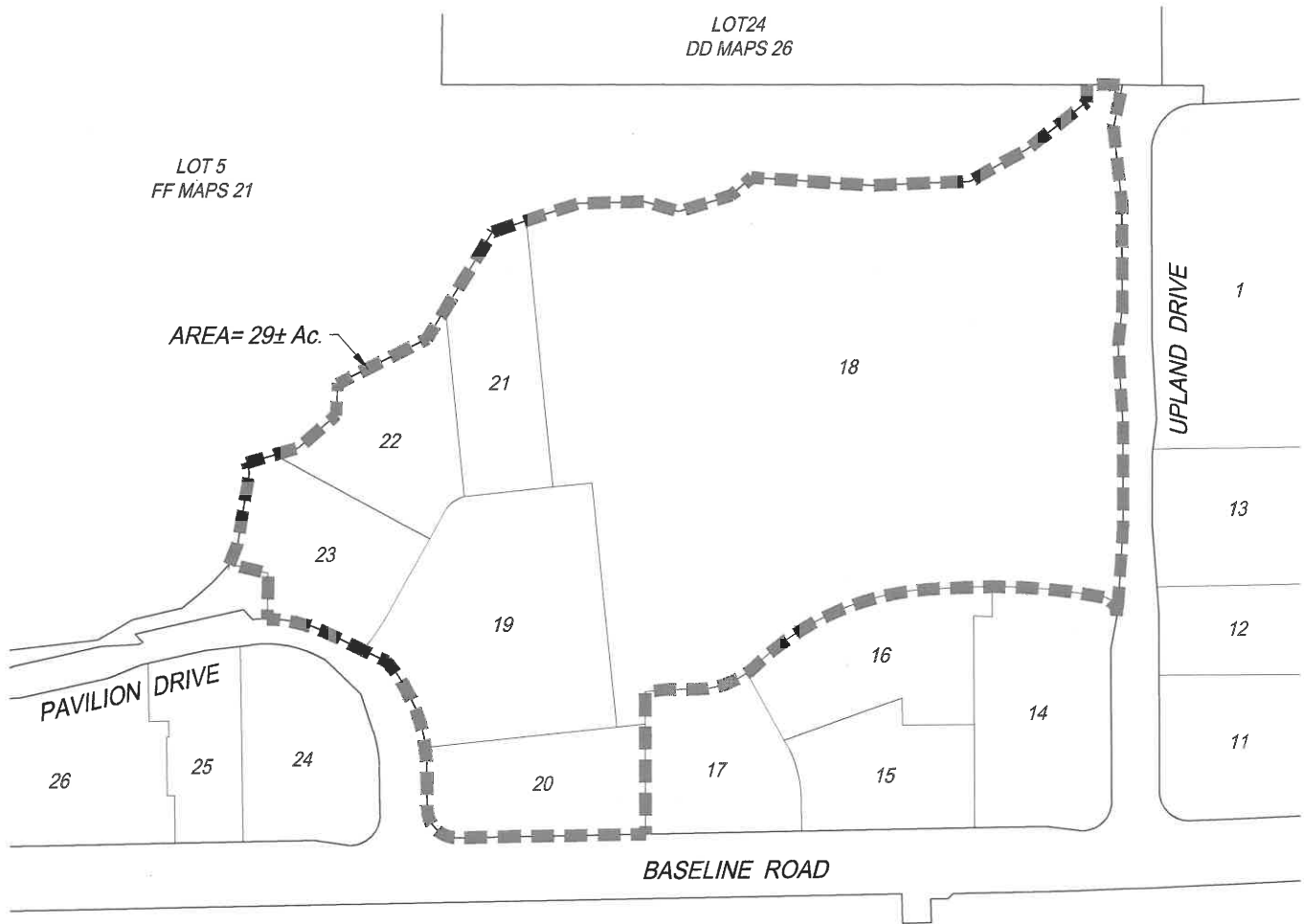
BY: MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RYAN DEVORE
Assistant City Manager

EXHIBIT "A"
Legal Description of the Property

4-28-2023 09:07:34 rdickay P:\18476\DES\Exh-D\Econ Dev Incentive Agmt_Exh A.dwg [1] P:\18476\SRV\CS\D-CS-LLM COMM.dwg [2] P:\18476\SRV\CS\D-CS-BM-ADJ.dwg [3] P:\18476\SRV\CS\D-CS-BM-BL1.dwg



City of Roseville
Scale 1"=300'

Portion of Baseline Marketplace Phase II

Exhibit A

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1188

California
April 28, 2023
18476

Mackay and Somp is not responsible for the accuracy or completeness of reproductions of this document generated by others from electronic media.

EXHIBIT "B"
Summary of Estimated Costs and Sources

COST SUMMARY

<i>Road Segment</i>	<i>Cost</i>	<i>SVSP Fee Reimbursement</i>	<i>City/County Fee Reimbursement</i>	<i>City TMF Fund Reimbursement</i>	<i>Net Cost</i>
<i>Baseline Road Segment 1</i>	<i>\$ 4,020,310</i>	<i>\$ 2,004,104</i>	<i>\$ 1,316,518</i>	<i>\$ 490,000</i>	<i>\$ 209,688</i>
<i>Baseline Road Segment 2</i>	<i>\$ 1,913,744</i>	<i>\$ 963,321</i>	<i>\$ 256,312</i>	<i>\$ 560,000</i>	<i>\$ 132,111</i>
<i>Baseline Road Segment 3</i>	<i>\$ 662,018</i>	<i>\$ 490,896</i>		<i>\$ 70,000</i>	<i>\$ 101,122</i>
<i>Upland Drive</i>	<i>\$ 2,984,244</i>	<i>\$ 2,980,044</i>			<i>\$ 4,200</i>
<i>Fiddymont Road Widening</i>	<i>\$ 1,577,366</i>	<i>\$ 1,087,366</i>		<i>\$ 340,000</i>	<i>\$ 150,000</i>
<i>San Fernando Drive</i>	<i>\$ 1,176,610</i>				<i>\$ 1,176,610</i>
<i>Pavilion Drive</i>	<i>\$ 4,141,421</i>	<i>\$ 454,157</i>			<i>\$ 3,687,264</i>
GRAND TOTAL	<i>\$ 16,475,712</i>	<i>\$ 7,981,887</i>	<i>\$ 1,572,830</i>	<i>\$ 1,460,000</i>	<i>\$ 5,460,995</i>

**SUMMARY REPORT PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 53083
ON A
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND
COSTCO WHOLESALE CORPORATION**

The following Summary Report has been prepared pursuant to California Government Code Section 53083. The report sets forth certain details of the proposed Economic Development Incentive Agreement (“Agreement”) between the following parties:

1. The City of Roseville, a municipal corporation (“City”);
2. Costco Wholesale Corporation, a Washington corporation (“Developer”).

The Agreement calls for the City to provide a development incentive, directly related to the required public infrastructure costs, to the Developer, for the purpose of developing, opening, and operating a wholesale and retail general merchandise facility, with a potential gas station, owned and operated by Developer (“Costco Store”). The project will consist of building the Costco Store, as well as required infrastructure improvements and additional retail properties that will be offered for rent or sale to other tenants or retailers (collectively “Project”). The Project is located on an approximately 29-acre parcel, located north of Baseline Road in the Sierra Vista Specific Plan, known as a portion of Phase II of the Baseline Marketplace project (“Site”).

This summary report considers the proposed Agreement. The purpose of this Agreement is to promote the general welfare of the City and its residents by creating new jobs; expanding the range and diversity of its commercial retail sector, especially in west Roseville; to reduce traffic and vehicle miles traveled from residents in west Roseville to the existing Costco facility in northeast Roseville; to broaden the City's property tax and sales tax base; and to generate ongoing City revenues.

This report and the Agreement are to be made available for public inspection prior to the approval of the Agreement.

I. IDENTITY OF DEVELOPER

Information on the Developer is provided below:

Costco Wholesale Corporation, a Washington Corporation;

Principal Executive Office: 999 Lake Drive, Issaquah, WA 98027.

II. SALIENT POINTS OF THE AGREEMENT

A. Project Description

The Site is currently undeveloped land that is zoned General Commercial with a land use designation of Community Commercial. The Project will consist of building a wholesale and retail general merchandise facility, with a potential gas station, as well as required infrastructure improvements and additional retail properties that will be offered for rent or sale to other tenants or retailers.

B. The Start and End Dates and Schedule for the Economic Development Subsidy

No economic development subsidy is due under the Agreement until the certificate of occupancy is issued by City for the Costco Store opening ("Store Opening"), which must occur no later than December 31, 2026. Construction of the Project is anticipated to begin in 2023. City will reimburse Developer for up to no more than six (6) million dollars in required public infrastructure costs at the time of Store Opening. Per the Agreement, if the Store Opening does not occur by December 31, 2026, then no payment is due by the City.

Additionally, if the Store Opening occurs and Costco is not otherwise reimbursed for other eligible public infrastructure costs from the City County Traffic Mitigation Fee ("City/County Fee") and/or the City Traffic Mitigation Fee-Sierra Vista Specific Plan Set-Aside ("TMF Set-Aside") within seven (7) years from the date of Store Opening, then City shall also reimburse Developer for the value of the eligible reimbursable City/County Fee or TMF Set-Aside infrastructure costs. If City makes such payment, then Developer shall assign to City its right to reimbursement from the City/County Fee or TMF Set-Aside funds for these amounts. City shall not be obligated to make such payment until at least seven (7) years from the Store Opening.

C. Developer Responsibilities

The Agreement requires the Developer to accept the following responsibilities:

1. Develop, open, and operate a wholesale and retail general merchandise facility, with a potential gas station, as well as required public infrastructure improvements, at the Site;
2. Follow all applicable Federal, State, and local laws and agreements that apply to the Site and the Project, including but not limited to the Agreement, compliance with all prevailing wage laws, and applicable Development Agreement for the Site;
3. If City reimburses Developer for the value of the eligible reimbursable City/County Fee or TMF Set-Aside public infrastructure costs, then Developer shall assign its right to such payment to City.

D. City Responsibilities

The Agreement imposes the following responsibilities on the City:

1. The City shall make the lump sum incentive payment to the Developer, in an amount not to exceed six (6) million dollars, but based on actual required public infrastructure costs. Such payment is due at Store Opening, but in no event later than December 31, 2026, in accordance with the Agreement. The payment is only due if the Costco Store is actually constructed and issued a certificate of occupancy by City.
2. Reimburse Developer up to approximately \$1.8 million dollars in eligible City/County Fee and/or TMF Set-Aside reimbursement amounts if Developer has not already received such reimbursement directly from the City/County Fee or TMF Set-Aside funds within seven (7) years of Store Opening. In such case, City will be assigned Developer's right to reimbursement under the City/County Fee and/or TMF Set-Aside funds;
3. The City shall have timely performed all of the obligations required by the terms of the Agreement.

III. ECONOMIC INCENTIVES PROVIDED AND COST OF THE AGREEMENT

The City is making a single lump sum payment, in an amount not to exceed six (6) million dollars, but based on the actual required construction, alteration, demolition, installation, or repair work for the public work of improvement required by City for development of the Project. This single lump sum payment is only payable

after issuance of a certificate of occupancy by City for the Costco Store. The payment is capped at six (6) million dollars. Additionally, City shall reimburse Costco up to approximately \$1.8 million dollars as the sum of any unpaid City/County Fee and/or TMF Set-Aside fees after seven (7) years from Store Opening. The funding is budgeted to come from the Strategic Improvement Fund.

IV. THE NET TAX REVENUE ACCRUING TO ROSEVILLE AS A RESULT OF THE SUBSIDY

The City expects to receive a significant increase in sales tax and property tax from the development of the Project. The revenues are summarized below:

1. Sales Tax – The City receives 1.5% of taxable sales generated by the Project. The Costco Store is anticipated to be similar size to the existing store in Roseville (which is remaining open), including gas station. The anticipated annual sales tax revenue is initially estimated to be \$2.5 million, which is based on projections from Developer, existing sales tax revenue generated at the existing Roseville location, and the City's tax-sharing agreement with Placer County.
2. Property Tax – For the Site, the City receives approximately 19.6% of the general 1% ad valorem property tax and shares a portion of this property tax revenue with Placer County through a tax-sharing agreement. The assessed value of the Project is estimated at \$57.3 million. At this level of value, the Project will generate \$91,726 in net annual property tax to the City, after tax-sharing.

V. CREATION OF ECONOMIC OPPORTUNITY AND PUBLIC PURPOSE

The City finds the unique public purpose of this economic development incentive is to promote the general welfare of the City and its residents by creating new jobs; expanding the range and diversity of its commercial retail sector, especially in west Roseville; to reduce traffic and vehicle miles traveled from residents in west Roseville to the existing Costco facility in northeast Roseville; to broaden the City's property tax and sales tax base; and to generate ongoing City revenues. The Project is a uniquely significant sales tax generating retail opportunity for the City that would be a catalyst for future economic development in west Roseville, where there is currently undeveloped commercial properties and lack of requisite infrastructure, with no anticipated immediate development. But for the economic development incentive, the Project might not be developed at all in west Roseville. This economic development incentive is consistent with and in furtherance of the City's Economic Development Strategy.

Other important goals and objectives that are satisfied by the Project are:

1. Construction of the Project is expected to generate a substantial number of construction jobs;
2. Potential increase in private investment as a result of the public investment in this Project;
3. Increased number of visitors to the City, which will spend money on dining, retail and entertainment activities in the City.

VI. JOB CREATION

It is estimated that 200 temporary construction jobs will be created during the construction period. After opening, the Developer indicates the Project will create 420 total jobs. These jobs will include 210 full-time and 210 part-time positions.

SUBDIVISION NO. PL21-0386



ORDINANCE NO. 6557

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for the Economic Development Incentive Agreement for the Costco 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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Ryan DeVore, Assistant City Manager FISCAL YEAR: FY2022-23
 PREPARER NAME & TITLE: Scott Pettingell, Assistant Finance Director COUNCIL DATE (if applicable): 5/17/2023
 DEPARTMENT/DIVISION: City Manager ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030	5585	84001	500414	7,800,000	Economic Incentive for Costco
TOTAL				7,800,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	7,800,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030				(7,800,000)	Decrease Strategic Improvement Fund balance
TOTAL				(7,800,000)	

Justification for Budget Adjustment:

This budget adjustment will establish the appropriation for the City Council-approved Economic Incentive Agreement with Costco Wholesale Corporation to build a new store on Baseline Road, between Fiddymont Road and Market Street. The City has a vested interest in this project. It is expected to generate significant sales tax revenue for the City and provides much-needed access to retail on the west side of Roseville. The project includes a \$6 million economic incentive paid to Costco upon opening the store to offset infrastructure costs. An additional \$1.8 million is also available as a backstop to fee reimbursements if not paid to Costco within seven years of the store opening.

REQUIRED APPROVALS:			
REQUESTING DEPARTMENT HEAD / DESIGNEE		BUDGET MANAGER / DESIGNEE	
DATE	DATE		
CHIEF FINANCIAL OFFICER / DESIGNEE		CITY MANAGER / DESIGNEE	
DATE	DATE		
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2710
File #: 0600-01

Title: Salary Schedule for City Council Appointed Positions and City Manager and City Attorney Employment and Personal Services Agreements
Contact: Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

Meeting Date: 5/17/2023
Item #: 11.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt:

1. An ordinance to approve the attached City Council Appointed Positions (CCAP) salary schedule (Appendix Q) reflecting a seven (7%) percent salary increase for the City Attorney and City Manager, effective May 20, 2023; and
2. A resolution authorizing the Mayor to execute the First Amendment to the Employment and Personal Services Agreement between the City of Roseville and Michelle Sheidenberger; and
3. A resolution authorizing the Mayor to execute the Employment and Personal Services Agreement between the City of Roseville and Dominick Casey.

BACKGROUND

The City has existing employment contracts with City Attorney Michelle Sheidenberger and City Manager Dominick Casey, the latter of which is set to expire on August 15, 2023.

In accordance with the employment contracts, the Council has completed the annual performance reviews and salary evaluations of these city council appointed positions. After the evaluations, staff was directed to prepare a new five-year contract with the City Manager and an amendment to the City Attorney's contract. The new contract with the City Manager will terminate his existing contract and replace it with a new five-year contract, commencing May 17, 2023 and expiring May 17, 2028.

Both of the agreements with the City Attorney and City Manager increase the City contribution to a deferred compensation benefit from three percent (3%) to five percent (5%) of earnings. In addition, for the City Manager the car allowance benefit was increased from \$500 to \$700 per month and there is a provision which authorizes the Council to review the City Manager's compensation each year, which may be considered based on performance and either a labor market adjustment or general wage increase. Future salary increases for the City Manager shall be at least five percent (5%) above the highest paid subordinate's salary. Other non-substantive

edits were made to the City Manager's agreement to provide consistency with the City Attorney's current agreement.

Finally, the Council looked at labor market data, internal compaction, and the performances of the City Attorney and the City Manager to determine whether salary increases were warranted. As a result, the City Attorney's and City Manager's salaries are proposed to be increased by seven percent (7%) as reflected in the City Council Appointed Positions salary schedule (Appendix Q). The effective date of the salary increases will be May 20, 2023.

FISCAL IMPACT

The City Attorney's FY2022-23 departmental operating budget has sufficient monies to fund the estimated \$4,000 increase for this fiscal year and the ongoing annual impact of \$34,666 will be incorporated in the proposed FY2023-24 budget in the General Fund. The City Manager's departmental operating budget has available funds for the increase of \$4,912 in the FY2022-23 budget and the annual increase of \$42,569 will be included in the proposed FY2023-24 budget in the General Fund. For both positions, the annual cost increase includes the estimated total annual pension cost of \$4,373.

ENVIRONMENTAL REVIEW

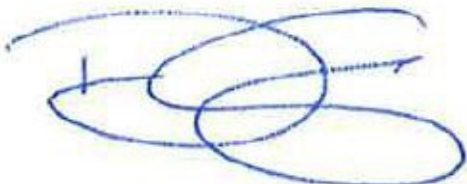
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

- Ordinance 6654
- 2023-05-20 CCAP Salary Schedule
- Resolution 23-173
- City Attorney agreement
- Resolution 23-174
- City Manager agreement

ORDINANCE NO. 6654

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
ORDINANCE NO. 6481 THE SALARY ORDINANCE FOR CITY COUNCIL APPOINTED
POSITIONS, AS AMENDED BY APPENDIX "Q" TO BE EFFECTIVE
MAY 20, 2023 AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 6481 the Salary Ordinance for City Council Appointed Positions, is hereby amended as shown on Appendix "Q" attached hereto.

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective May 20, 2023 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 May 20, 2023. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

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

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

AYES	COUNCILMEMBERS:
NOES	COUNCILMEMBERS:
ABSENT	COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



City of Roseville

Salary Schedule: All

Appendix:Q
Effective Date:05/20/2023

**CCAP City Council Appointed
Position**

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1235	Acting City Manager	Step A	122.5472	9803.78	21241.51	254898.18
1200	City Attorney	Step A	137.2327	10978.62	23787.00	285444.02
1240	City Manager	Step A	159.0206	12721.65	27563.57	330762.85

RESOLUTION NO. 23-173

APPROVING A FIRST AMENDMENT TO EMPLOYMENT AND PERSONAL SERVICES
AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MICHELLE
SHEIDENBERGER, AND AUTHORIZING THE MAYOR TO EXECUTE IT ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Employment and Personal Services Agreement regarding the position of City Attorney, between the City of Roseville and Michelle Sheidenberger, 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 Mayor is authorized to execute it on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO EMPLOYMENT AND PERSONAL SERVICES
AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
MICHELLE SHEIDENBERGER**

THIS FIRST AMENDMENT to the Employment and Personal Services Agreement (hereinafter, "First Amendment") is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (hereinafter "City"), and Michelle Sheidenberger, an individual (hereinafter "Attorney").

W I T N E S S E T H:

WHEREAS, City and Attorney entered into the Employment and Personal Services Agreement Between the City of Roseville and Michelle Sheidenberger, dated April 7, 2021 ("Original Agreement"); and

WHEREAS, City and Attorney desire to amend the Original Agreement as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Attorney agree as follows:

1. Section 6.1 is hereby amended to read as follows:

"6.1 Contribute to Attorney's deferred compensation account established pursuant to either section 457 or 401(a) of the Internal Revenue Code (or any successor programs established by statute or City Council action) an amount equal to five percent (5%) of base salary per year. This shall be the total amount

of deferred compensation contributions provided to Attorney by City and may be modified only by written amendment to this Agreement.”

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment in duplicate by its Mayor 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 _____, 2023 and Attorney has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

ATTORNEY:

BY: _____
BRUCE HOUDSHELDT
Mayor

BY: 
MICHELLE SHEIDENBERGER

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
JOSEPH SPEAKER
Assistant City Attorney

APPROVED:

BY:  _____
DENNIS KAUFFMAN
Assistant City Manager/Chief Financial Officer

RESOLUTION NO. 23-174

APPROVING AN EMPLOYMENT AND PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND DOMINICK CASEY, AND
AUTHORIZING THE MAYOR TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an Employment and Personal Services Agreement regarding the position of City Manager, between the City of Roseville and Dominick Casey, 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 Mayor 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

EMPLOYMENT AND PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE
AND DOMINICK CASEY

THIS EMPLOYMENT AND PERSONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023, by and between the City of Roseville, a municipal corporation (hereinafter "City"), and Dominick Casey, an individual (hereinafter "Manager").

RECITALS:

WHEREAS, on August 15, 2018, City and Manager entered into an Employment and Personal Services Agreement ("Original Agreement") for city manager services which was amended on April 17, 2019; and

WHEREAS, the Original Agreement expires on August 15, 2023; and

WHEREAS, the parties desire to terminate the Original Agreement and replace it with this Agreement; and

WHEREAS, City desires to retain Manager to perform full time city manager services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Manager agree as follows:

1. Termination of Original Agreement. Upon execution of this Agreement, the Original Agreement shall be terminated and replaced with this Agreement.
2. Duties. Manager shall diligently and faithfully perform the duties of City Manager of the CITY OF ROSEVILLE, as such duties are set forth in City's Charter, Ordinances, Resolutions, Rules and Regulations, and applicable laws of the State of California. Such duties

may be modified from time to time upon such terms as are mutually agreeable to City and Manager.

3. Exclusive Employment. Manager shall not accept any outside employment that creates or would tend to create a disqualifying conflict of interest as defined by the California Political Reform Act of 1974, as amended, nor shall such services impair Manager's ability to fully perform his duties for City hereunder.

4. Term, Termination and Severance Pay. The term of this Agreement shall commence on May 17, 2023, shall continue for five (5) years and shall expire on May 17, 2028, unless this provision is amended by the parties or this Agreement is terminated as provided hereunder. Not less than nine (9) months prior to expiration of the term, City shall notify Manager whether it intends to renew the Agreement.

4.1. The City Council shall have the right to terminate this Agreement at any time by a majority vote of such Council; provided, however, that for a period of three (3) months following any City Council election termination may be permitted only for cause pursuant to below Subsection 4.3. In the event that this Agreement is terminated by City without cause, City shall then pay Manager as a severance payment the cash equivalent of six (6) months' aggregate salary, in addition to all of those benefits which at that time have already accrued to and vested in Manager, in consideration of the obligation to devote his services solely to the City during the term of this Agreement; provided, however, that in no event shall the severance payment exceed the salary for the number of months remaining on the unexpired term of this Agreement.

City and Manager expressly agree that no additional benefits shall accrue to Manager from and after the date of termination, and that Manager shall not be eligible to receive any payment for accrued sick leave except to the extent allowed at retirement pursuant to the Roseville Municipal Code and any applicable compensation and benefit resolution. However,

Manager shall be allowed to convert accrued sick leave to PERS service credit to the extent permitted by PERS regulations and City's agreement with PERS.

Notwithstanding the foregoing, any cash payment related to termination of this Agreement that Manager receives shall be fully reimbursed to City if Manager is convicted of a crime involving an abuse of office or position. For purposes of this Agreement, "abuse of office or position" shall be as defined in Section 53243.4 of the California Government Code, as amended. Additionally, if the City provides funds for a legal criminal defense or paid leave pending an investigation, Manager must fully reimburse the City for any City funds the City provided for a legal criminal defense or for any paid leave pending an investigation, if Manager is convicted of a crime involving an abuse of office or position in accordance with Government Code Sections 53243 and 53243.1.

4.2. As an alternative to the cash payment set forth above, City shall have the right to elect to terminate this Agreement by giving Manager six (6) months' written notice of termination, in which case, the date of termination shall occur at the expiration of the six (6) months' notice period, and Manager shall continue to accrue and receive benefits pursuant to this Agreement, the Roseville Municipal Code and any applicable compensation and benefits resolution until such date of termination. For a period of three months following any City Council election, the notice and expiration period required under this paragraph would be nine (9) months.

4.3. Notwithstanding the foregoing, City may terminate this Agreement for cause, without obligation to make any cash payment whatsoever (with the exception of accrued and vested salary and benefits) to Manager, upon a determination made by a majority vote of the City Council that the Manager has adversely affected the City or the reputation of the City or the Office of the City Manager, by misfeasance, malfeasance, nonfeasance, incapacity, or an act of moral turpitude. The determination of the City Council shall be binding and not subject to further appeal.

4.4. Manager may terminate this Agreement by submitting a written resignation to City, which resignation shall provide for a minimum notice period of ninety (90) days. With the exception of accrued and vested salary and benefits, Manager shall not receive any cash payout or severance upon his resignation.

5. Review, Evaluation and Goal Setting. City shall meet annually with Manager to review and evaluate his performance and to set goals. City shall utilize such reviews to recognize Manager's performance, to identify areas for modification or improvement, and to provide direction and a reasonable time period for any desired improvement.

6. Salary. City shall continue to pay Manager, for services rendered hereunder, a salary of three hundred thirty thousand seven hundred sixty-two dollars and eighty-five cents (\$330,762.85) per year. Future adjustment to such salary shall be governed by City's Charter, Ordinances, Resolutions, Rules, Regulations, Policies, and practices then in effect, and this Agreement. Except with regard to salary, Manager shall be subject to the current Management/Confidential Terms, Conditions and Understandings document.

6.1. Manager salary shall be reviewed annually by the City Council following the performance evaluation of Manager and may be increased in an amount determined by the City Council based on merit and either a labor market adjustment study or cost of living adjustment/general wage increase, and any such increase shall be approved at an open and noticed public meeting and memorialized in an adopted salary schedule; provided, however, that any increase in Manager's salary shall be at least five percent (5%) higher than Manager's highest paid subordinate's salary.

6.2. City shall not reduce Manager's salary or benefits unless Manager receives a written performance evaluation with an "unsatisfactory" rating that provides Manager with direction and a six-month time period for improvement before such reduction would be instituted.

7. Benefits. City shall provide the same benefits to Manager that are provided for management employees in the then current Terms and Conditions for Management/Confidential Employees document as adopted by the City Council. City shall also, during the term of this Agreement, provide the following:

7.1. Contribute to Manager's deferred compensation accounts established pursuant to sections 457 and 401(a) of the Internal Revenue Code (or any successor programs established by statute or City Council action) an amount equal to five percent (5%) of base salary per year, effective on the first pay period following execution of this Agreement. This shall be the total amount of deferred compensation contributions provided to Manager by City and may be modified only by written amendment to this Agreement.

7.2. Provide to Manager one hundred (100) hours paid management leave per calendar year. Management leave not taken or cashed out within the calendar year within which it is issued will be forfeited, notwithstanding any provisions of the Roseville Municipal Code or any compensation and benefits resolution which would otherwise allow payoff of a portion of such leave.

7.3. Provide to Manager a vehicle allowance in the amount of seven hundred dollars (\$700.00) per month, and additionally reimburse Manager for City-related business expenses, subject to such Rules, Regulations and Policies as the City may establish or amend from time to time.

7.4. Upon annual review of performance of Manager the City Council may provide to Manager a Professional Development Incentive.

8. Professional Development. City shall also budget and pay for such professional dues and subscriptions as are necessary for his professional growth and development, and

shall budget and pay Manager's travel and subsistence expenses to enable Manager to participate in selected professional development programs.

9. Amendment. This Agreement may be amended from time to time by mutual consent of Manager and City, provided that no such amendment shall be effective or of any force or effect unless expressed in a writing duly authorized and executed by both City and Manager.

10. Entire Agreement. This Agreement sets forth the entire agreement between City and Manager. No promises or representations have been made or relied upon by either party hereto, except as expressly set forth herein.

11. Negotiation and Representation. City and Manager agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel, and that both parties agree that they either have had the provisions of this Agreement reviewed by legal counsel or have voluntarily chosen not to do so. Manager and City expressly acknowledge that Manager was not representing the City of Roseville regarding the terms of or the making of this Agreement. The City was advised by the Chief Financial Officer/City Treasurer and the City Attorney in the making of this Agreement. The parties agree that any ambiguities in construing or interpreting this Agreement shall not be resolved against any party by reason of that party's role in drafting this Agreement. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Agreement.

[Signatures Next Page]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor 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 _____, 2023, and Manager has caused this Agreement to be executed.

CITY OF ROSEVILLE:

By: _____
BRUCE HOUDSHELDT
Mayor

MANAGER:

By: _____
DOMINICK CASEY

ATTEST:

By: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED:

By: _____
DENNIS KAUFFMAN
Chief Financial Officer